City Of Dover Council

Civic Center Feasibility Analysis Committee

Final Report

January 14, 2008


Jeff MacNelly's
Shoe
By Chris Cassatt
and Gary Brookins
EITHER I'VE GOT TO GET A NEW JACKET, OR YOU'VE GOT TO STOP OFFERING FREE REFILLS...
HUH?
FREE COFFEE REFILLS


ON THE WAY OVER HERE, THREE PEOPLE PUT MONEY IN MY MUG.
FREE COFFEE REFILLS


GIMME YOUR MONEY, PAL!


HOW DARE YOU, SIR!
4/3
macnelly.com


I AM A UNITED STATES SENATOR!
WELL... IN THAT CASE...


GIMME MY MONEY, PAL!
GOSSETT & BROOKINS

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CIVIC CENTER FEASIBILITY ANALYSIS COMMITTEE

- Mike Ambruso
- Scott Brown
- Mike Gast
- Timothy Horne
- Linda Parkowski
- Gerry Records
- Victor Schimp
- Phil McGinnis, CHAIR

MISSION STATEMENT

- Per Council President Williams
  - "Deliver to City Council within six months, January 1, 2008, a feasibility analysis for the construction and operation of a civic center to be located in Kent County, including a recommendation for the City of Dover's fair share contribution towards the construction of the civic center, considering any contribution recommendation for the city's business community at large."

DUE DILIGENCE

- Delaware Civic Center Corporation ("DCCC")
- Delaware Civic Center Facility ("FACILITY")
- DCCC Consultants
- Delaware State University ("DSU")
- Delaware Department of Finance
- Comparable Facilities

DUE DILIGENCE

- Financial Request Of City Of Dover
- Expand Scope To Analyze Kent County Revenue Bond
- Review & Analyze Projections & Feasibility
- Make Recommendations

DCCC BOARD OF DIRECTORS

- State – Owned Corporation
  - The DCCC is “operated exclusively for charitable purposes within the meaning of Section 501 (c) (3) of the Internal Revenue Code, as amended”
  - Article 7 stipulates that the DCCC is a “membership corporation and shall not be authorized to issue any shares of capital stock”

DCCC BOARD OF DIRECTORS

- Pursuant to the provisions of 67 Del. L. Ch. 285 Section 20 (d)
  - five of the nine members of the board of directors shall be appointed or elected by the Governor of the State of Delaware
  - two directors shall be appointed or elected by the Mayor of the City of Dover, Delaware; and
  - two directors shall be appointed or elected by the President of Kent County Levy Court.

DELAWARE CIVIC CENTER

- CONSTRUCTION COSTS
  - BUDGET BUILDING COSTS
  - OFF – SITE INFRASTRUCTURE COSTS
  - LONG – TERM DEBT
- OPERATING PRO FORMA
  - SURPLUS
  - DEFICIT
  - POTENTIAL LIABILITY

DCCC

- Responsible For Any And All Operating Deficits
  - Representation Of Board President
  - Representation Of Department of Finance Representative
- Committee Was Unable To Obtain Written Verification

PROPOSED FACILITY

- 200,000 Square Feet Under Roof
- Seating
  - 9,000 Maximum Capacity
    - Floor Events
  - 8,000 Capacity
    - Basketball
  - 7,000 Capacity
    - Ice Hockey

PROPOSED FACILITY

- Premium Seating
  - 20 Luxury Box Suites
    - Available For All Events
  - 300 Premium Club Seats
    - Available For All Events
- 51.7 Acres Of Land
  - 11.7 Acres Owned By DCCC
    - K W Lands Property
    - Hyer Property
  - 40 Acres Frazier Pit Donated By City

PROPOSED FACILITY

- Location
  - Between Lowe's, Sam's, Sheraton, DSU
  - West Of Route 13
  - North Of Scarborough Road
- Infrastructure
  - Electrical
    - Substation Relocation Not Necessary
    - Relocate Overhead Lines For $560,000
  - Municipal Water
    - Adequate Capacity
    - No Additional Costs Associated With Facility
  - Sanitary Sewer
    - Capacity
    - Improvement Necessary Regardless Of Facility
    - Cost Not Part Of Facility Construction Budget

PROPOSED FACILITY

- Infrastructure (continued)
  - Roads
    - Service Road Connects Route 13 At Lowe's And Schwartz Motors
    - Continues Past Facility And Sam's
    - Splits At Wal-Mart And Continues To Scarborough Road
    - Turns East At Wal-Mart And Connects To Route 13 At Sheraton
    - Consultants Anticipate No Off – Site Road Improvements Required
- Type Of Facility
  - Civic Center
    - Attempts To Generate Revenue
    - Attempts To Generate Operating Surplus
    - May Not Generate Net Surplus
  - Convention Center
    - Not Expected To Generate Operating Surplus
    - Attempts To Generate Economic Impact For Community
    - Designed To Create Business Impact

PROPOSED FINANCING PLAN

- $60 - $65 Million Total
  - Excludes Off – Site Road Improvements If Required
  - Excludes Pre – Opening Expenses
  - Excludes Reserve For Operating Deficits
  - Excludes Bond Underwriting Costs
- 100 % Cost Coverage
  - No Long – Term Debt On The Facility's Books

PROPOSED FINANCING PLAN

- State Government
  - $22.5 Million
  - $ 6.5 Million Disbursed
  - $ 2.1 Million Invested In Land
- DSU
  - $ 6.0 Million
- City Of Dover
  - $5 Million
- Levy Court
  - $5 Million
  - $20 Million Revenue Bond
- Private Funding
  - $1.5 Million
  - Likely Absorbed By DSU

PROJECTED OPERATING RESULTS

- Revenue Sources
  - Rent
    - ECHL
    - DSU
    - Traveling Productions
  - Gate Receipts
    - Premium Seating
    - General Seating
    - Ticket Surcharge
    - Parking Surcharge
  - Marketing Revenue
    - Naming Rights
    - Advertising
  - Concessions & Novelties
  - Parking

PROJECTED OPERATING RESULTS

- C H Johnson Projections
  - Revenue $2.847 Million
    - ECHL 44 %
    - Del State Rental 8 %
    - Concerts/Family Shows 30 %
    - All Others 18 %
  - Johnson Projects By Type
    - Rent, Concessions, Etc
  - Committee Estimate By Event

PROJECTED OPERATING RESULTS

- Johnson Operating Surplus Estimate
  - With ECHL
    - $165,000 Year #1
    - $228,000 Year #2
    - $371,000 Year #3
    - $352,000 Year #4
    - $369,000 Year #5

PROJECTED OPERATING RESULTS

- Johnson Operating Deficit Estimate (July, 2007)
  - Without ECHL
    - ($222,000) Year #1
    - ($161,000) Year #2
    - ($ 63,000) Year #3
    - ($ 87,000) Year #4
    - ($ 90,000) Year #5

PROJECTED OPERATING RESULTS

- Global Spectrum Surplus Projection
  - Without ECHL (July 19, 2007)
    - Decrease $468,000

PROJECTED OPERATING RESULTS

- Committee Considerations & Analyses
  - ECHL Not Expected To Survive This Market
    - Johnson Projects Attendance Growth Of 20% Over First Five Years
    - Sovereign Bank In Trenton Trends Lower Annual Attendance
    - ECHL Franchise Turnover History
      - 52 Different Cities In 10 Years
      - 27 Failed Teams
      - 10 Failed Teams In Three Years Or Less

PROJECTED OPERATING RESULTS

- Committee Considerations & Analyses
  - Premium Seating
    - $30,000 Per 12 – Seat Luxury Suite Optimistic
    - $1,000 Each For 300 Club Suites Optimistic
  - $6 Parking For Most Events Optimistic
  - Operating Projections Deemed Optimistic

Beneficiaries

- Citizens
  - State
    - Public Asset
    - Central Location
  - County
    - Cultural Activities Venue Nearby
    - Employment Potential
    - Economic Development Vehicle
  - City
    - Cultural Activities Venue
    - Employment Potential
    - Economic Development Vehicle
    - Employer Recruiting Tool

Beneficiaries

- Retailers
  - Benefit Projected By Consultants
  - Minimal Effect
  - Facility Concessionaires Benefit More
- Restaurants
  - Benefit Projected By Consultants
  - Minimal Effect
  - Facility Concessionaires Benefit More
- Hotels
  - $1.2 Million Benefit Projected By Consultants
  - Most Attendees Would Be Local
  - Hotel Occupancy Tax Increase Exceeds Benefits

Beneficiaries

- Del State
  - Shared Construction Cost
  - Shared Maintenance Cost
  - Recruiting & Scheduling
- Alternative Location
  - DCCC Believes Facility Will Be Built Elsewhere In State If Not In Kent County
  - Would Result In Tax Without Proximity Benefit
  - DSU Would Construct Facility On Campus

TOTAL COST TO TAXPAYERS

- Operating Deficit Guaranteed By State Government
- City Of Dover Contribution Repayment
- Levy Court Revenue Bond Repayment

TOTAL COST TO TAXPAYERS

- CITY OF DOVER CONTRIBUTION REPAYMENT
  - Current City Property Taxes
    - $2.66 Billion Taxable Assessment
    - $0.33 Per $100 Of Assessed Value
  - Business Improvement District Proposal
    - Route 13 Corridor From Northern To Southern Limits
    - 294 Properties
    - $546.1 Million Taxable Assessment
    - $0.0865 Tax Increase, 26.2 % Increase

TOTAL COST TO TAXPAYERS

- CITY OF DOVER CONTRIBUTION REPAYMENT
  - Committee Proposal
    - Overall Property Tax Increase
    - All City Taxable Properties
    - $0.0177 Tax Increase, 5.4 % Increase
    - Spreads Cost To All Beneficiaries

TOTAL COST TO TAXPAYERS

- LEVY COURT REVENUE BOND REPAYMENT
  - $20 Million Revenue Bond, 20 Years
  - Kent County Hotel Occupancy Tax
  - $1.9 Million Revenue Required Year #1
  - No Ceiling On Tax Receipts
  - Many County Hotel Properties Are City Property Taxpayers As Well

TOTAL COST TO TAXPAYERS

- LEVY COURT REVENUE BOND REPAYMENT
  - Current Statewide Occupancy Tax 8 %
    - Five To State General Fund
    - One To DEDO Tourism
    - One To Sussex County Beach Replenishment
    - One To County Tourism Agencies, Weighted Split
  - Kent Rate Would Increase More Than 75 %
  - Kent Hotel Occupancy Tax Rate At 14+ %
  - New Castle & Sussex Hotel Occupancy Tax Rate Remains At 8 %

TOTAL COST TO TAXPAYERS

- LEVY COURT REVENUE BOND REPAYMENT
  - Johnson Projects 2.9 % Kent Tax Increase
  - Committee Recognizes Distinct Competitive Disadvantage
  - Committee Proposal
    - Statewide Hotel Occupancy Tax Increase
    - All Hotel Properties In State
    - 10.4 % Rate Increase To 8.83 % Occupancy Tax
    - Spreads Cost Over All Beneficiaries

Conclusions

- City of Dover
  - $5 Million Request Towards Construction
  - Results In Long – Term Debt
  - Some Economic Benefit From Facility
- Kent County
  - $25 Million Request Towards Construction
  - Results In Long – Term Debt
  - Includes Anti - Competitive Hotel Occupancy Tax Without Ceiling
  - Some Economic Benefit From Facility
- State of Delaware
  - Taxpayers invest $22.5 Million
  - Taxpayers Save With Economy Of Investment For DSU

Conclusions

- Facility Pro Forma Optimistic
  - Committee Expects Deficit
  - Committee Not Confident In ECHL
  - Committee Concerned By Potential For Deficit Liability Passed On To City
- No Facility Debt Service
  - Construction Costs Paid In Full
  - No Long – Term Debt Directly To Facility
  - Operating Deficit Could Be Long Term
- Creates Long – Term Debt For City & County
  - City Investment Repayment
  - County Investment Repayment
  - County Revenue Bond Repayment

Recommendations

- Facility Creates Statewide Beneficiaries
- Facility Also Creates Costs
- Costs Should Be Spread Over All Beneficiaries

Recommendations

- City of Dover Should Contribute Requested Amount
- City Should Have No Liability For Operating Deficits
  - City Should Require Written Guarantee
- City Should Employ City – Wide Property Tax Proposal
  - City Should Not Employ BID Property Tax Proposal
- Kent County Should Not Employ Kent Hotel Occupancy Tax
  - Incremental Cost Too High
  - Creates Competitive Disadvantage
- Levy Court (And City) Should Request Statewide Hotel Occupancy Tax

DOCUMENTATION

- Exhibits Support Final Report
- Addenda Includes Studies, Projections, Reports, And Analyses From Consultants And Committee

PETITION TO AMEND ZONING DISTRICT
Before the Dover City Council
January 14, 2008

Applicants/Owners:	Delaware State University (State of Delaware) 1200 North DuPont Highway Dover, DE 19901
Location:	Southwest Corner of Rt. 13 & College Road
Property Addresses:	North DuPont Highway
Tax Parcel ID #:	Portion of ED-05-057.00-01-21.00-000
Size:	17.84± acres
Present Zoning:	IO (Institutional and Office Zone)
Proposed Zoning:	SC-2 (Community Shopping Center Development Zone)
Present Use:	Vacant
Proposed Use:	Commercial (Shopping Center)
Comprehensive Plan Designation:	Commercial
Planning Commission Recommendation:	Following a public hearing on December 17, 2007, during which one member of the public spoke, asking questions about the effect that the rezoning would have on the Delaware Agricultural Museum and Village, the Planning Commission unanimously recommended in favor of the rezoning application.
File Number:	Z-07-10

This zoning change is being requested by Delaware State University. The application includes a 17.84-acre portion of the larger parcel which houses Delaware State University. The subject parcel is currently zoned IO (Institutional and Office Zone). The applicant is requesting SC-2 (Community Shopping Center Development Zone) zoning. Tax Parcel: portion of ED-05-057.00-01-21.00-000.

Existing Property:
The portion of the parcel that is the subject of the rezoning application is currently vacant. The remainder of the parcel is used as the University campus (to the north) and the Delaware Agricultural Museum (to the south).

Surrounding Land Uses:
To the immediate west of the subject land is Silver Lake. The Delaware Agricultural Museum and Village is located adjacent to the subject site, immediately south. The Delaware State University campus is located north of the site, across College Road. These sites are zoned IO (Institutional and Office Zone). Across U.S. Route 13 to the east is the North Dover Shopping Center, zoned SC-2 (Community Shopping Center Development Zone) and a number of businesses zoned C-4 (Highway Commercial Zone).

Comprehensive Plan:
In the *2003 Comprehensive Plan Update*, as amended May 2005, September 2006, and March 2007, the Land Development Plan recommends that this property be used for Commercial Use. The requested SC-2 (Community Shopping Center Development Zone) is consistent with this category of uses. This land was the subject of a Comprehensive Plan amendment in March 2007.

Preliminary Land Use Services Review (PLUS)
As required in the City's Memorandum of Understanding for PLUS, since this application will exceed 75,000 square feet of floor area, the Site Plan must be submitted to the State's Preliminary Land Use Service process prior to acceptance of a site development plan for the site.

Request for SC-2 (Community Shopping Center Development Zone)
The types of permitted uses in the SC-2 (Community Shopping Center Development Zone) are the following: Convenience retail stores such as drug stores, grocery stores, luncheonettes, variety stores or combinations thereof; personal service stores such as, but not limited to, barbershops, beauty parlors, and tailors; service establishments furnishings services other than of a personal nature, but excluding gasoline filling stations and motor vehicle storage, repair, or service; business, professional and governmental offices, public libraries; banks, theaters and restaurants; manufacturing, assembling, converting, altering, finishing, cleaning or any other processing of products where goods so produced or processed are to be sold at retail exclusively on the premises (with additional restrictions); hotels and clubs.

Article 3, Section 17.7 of the *Zoning Ordinance* addresses the building setbacks, buffers and landscaping for the Shopping Center Development Zones as follows:

> 17.7*Building setbacks, buffers and landscaping.* The following building setbacks shall supersede the front, side and rear yard requirements of article 4, sections 4.14 and 4.15:
> TABLE INSET:

Minimum setback from:	SC-1	SC-2	SC-3
Street right-of-way	50'	50'	100'
Nonresidential zone	50'	50'	100'
Residential zone	50'	100'	200'

There shall be a landscaped buffer area of no less than ten feet along all lot lines. Where adjacent to residential zones, the buffer shall consist of a landscape screen no less than 6 1/2 feet high. All landscaping shall be properly maintained throughout the life of any use on the lot.
No less than ten percent of the site area shall consist of landscaping, pedestrian malls and courtyards. Parking areas shall be landscaped.

Application Requirements

Article 3, Section 17.9 of the *Zoning Ordinance* specifies the application requirements for a Shopping Center Development zoning application. Below is a listing of these requirements and an assessment of this application's completeness of each component (as submitted).

1. *Substantiation of the need for the shopping center based on the developer's market analysis and expression of tenant interest for all SC-2 and SC-3 zoning proposals* – A market analysis is included with the application.
2. *Nature of the applicant's interest in the development* – The applicant is Delaware State University, who will continue to own and manage the property and lease retail space to tenants.
3. *The approximate use, height and floor area of all buildings and other structures* – These items are included in the Concept Plan submitted.
4. *Preliminary traffic study and proposed methods for alleviating adverse impact on adjacent roads* – A traffic impact analysis has been completed and was submitted, along with an executive summary, with the application
5. *Approximate size and capacity of all proposed parking areas* – These items are included in the Concept Plan submitted.
6. *Proposed drainage plan* – This is included in the Concept Plan submitted.
7. *Plans of existing natural features showing topography, soils, drainage and vegetation* – An Existing Conditions Plan is included.
8. *Site plans showing approximate locations of buildings, malls, roads, parking, landscaping and utility and drainage easements* – This is included in the Concept Plan submitted.

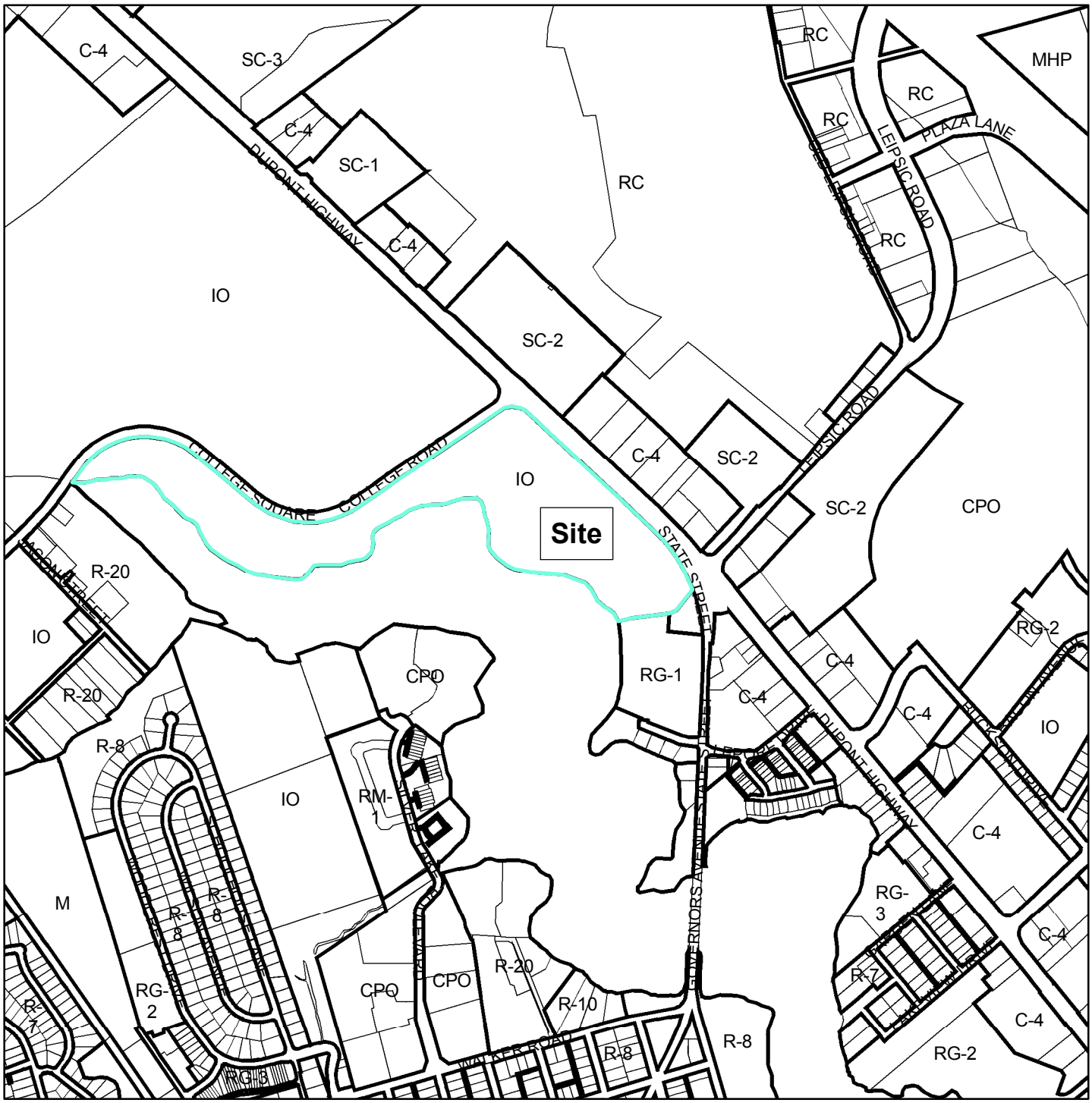
Recommendation of the Planning Staff and Planning Commission:
Because the application is consistent with the amended Comprehensive Plan, and because the application meets the requirements for rezoning to the SC-2 (Community Shopping Center Zone), staff recommends in favor of the rezoning.

Following a public hearing on December 17, 2007, during which one member of the public spoke, asking questions about the effect that the rezoning would have on the Delaware Agricultural Museum and Village, the Planning Commission unanimously recommended in favor of the rezoning application.

City of Dover

Department of Planning & Inspections

Application No.: Z-07-10



Plan Title: Lands of Delaware State University
Location: North DuPont Highway
Plan Type: Rezoning
Tax Parcel: ED-05-057.00-01-21.00-000
Current Zoning: IO
Proposed Zoning: SC-2
Owner: State of Delaware c/o Delaware State University
Date: 10-5-07

Legend

Dover Parcels

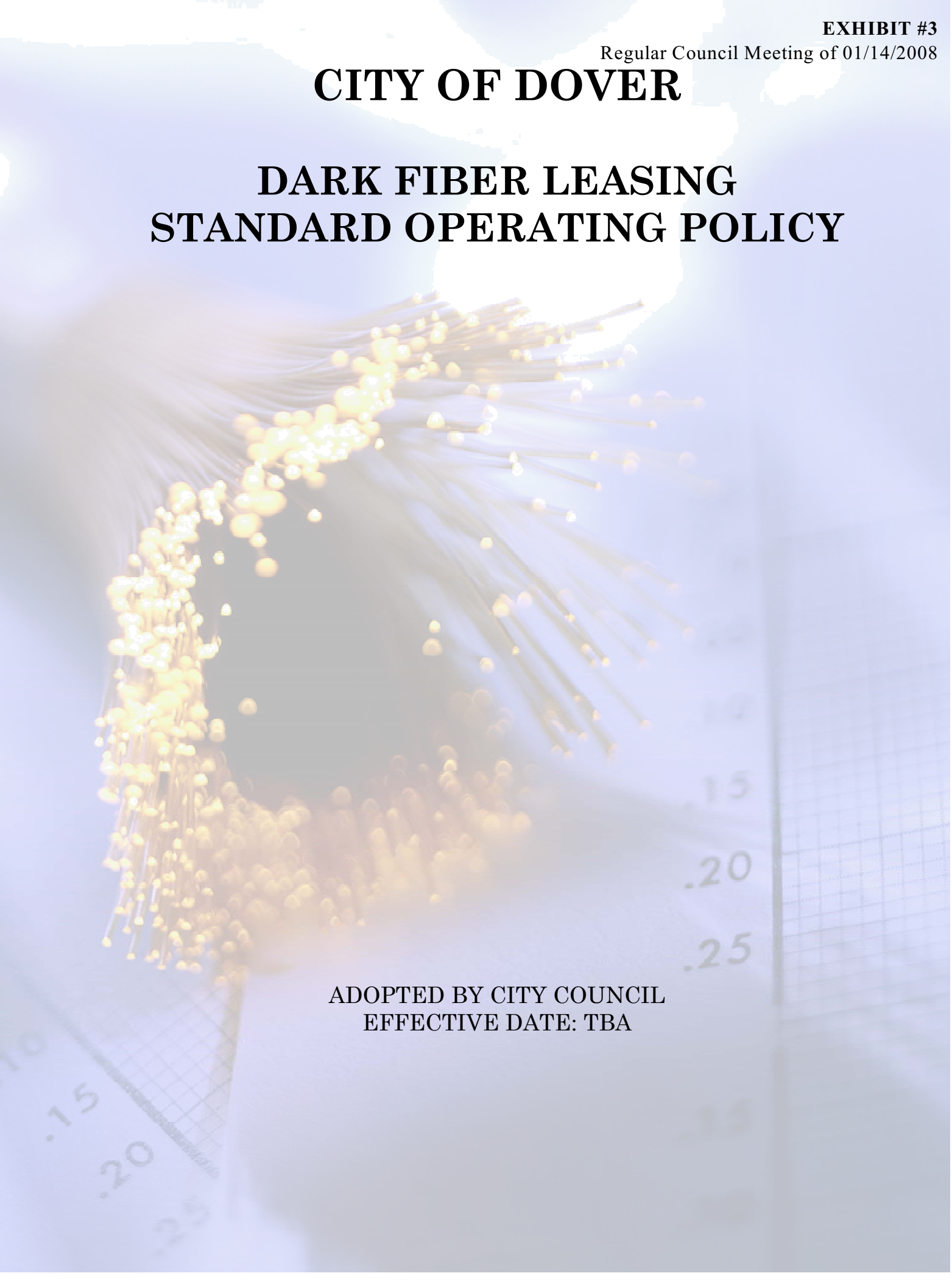
Zoning

N
W E
S

0 500 1,000 2,000 Feet

CITY OF DOVER

DARK FIBER LEASING STANDARD OPERATING POLICY



ADOPTED BY CITY COUNCIL
EFFECTIVE DATE: TBA

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DARK FIBER LEASING
STANDARD OPERATING POLICY

Overview

The City of Dover Public Utilities, Electric Division, (COD) owns certain fiber optic facilities and desires to lease certain unused fiber-strands on its metropolitan area fiber optic communications network (facilities) to private parties. This concept will initiate enhanced utilization of assets, provide customers affordable dark fiber usage, and generate additional revenue.

The City of Dover believes that the interests of the consumer-owners will be well served by using a portion of City's unused fiber optic capacity in accordance with the rules and regulations contained herein.

These requirements do not replace, but are supplemental to ordinances adopted by the Dover City Council and your elected officials which set the policy for the City of Dover Public Utilities (COD).

The COD may from time to time supplement, alter or otherwise change the policies contained herein as may be necessitated by changing conditions for the protection of the interest of the customer, the COD, or the general public.

Grant of Lease

The COD hereby grants to customers, a license to use excess fibers in the COD fiber optic network ("Dark fiber"), as identified on a case-by-case basis, as determined by the City of Dover Public Utilities, Electric Engineering Division. In instances where the COD does not have spare fiber, fiber may be installed and paid for by the customer as outlined in this Standard Operating Policy (SOP). The COD retains the right to use and otherwise lease additional fibers along the COD fiber optic network as it sees fit, this is not an exclusive right.

No use of the COD facilities or payment of any charges required under this lease shall create or vest in the customer any easements or other ownership of property rights of any nature in the dark fiber or the COD facilities.

Terms

Length of Agreement

The term of agreement for fiber leasing may be granted for five-years (5) or ten-years (10) by mutual agreement between the COD and the customer. The lease rate at the time of the installation shall be leveled at the agreed upon rate for the term of the initial agreement subject to the annual escalation fee as defined in "Annual Escalation Fee" below. At the end of the initial term of the agreement, the customer shall have the right to renew this lease, subject to COD consent, for an additional five (5) years at the lease rate effective at the time the lease is renewed. The customer shall receive a minimum of 90 days written notice of cancellation of this agreement upon the expiration of the initial agreement.

Immediately upon termination by the expiration of the term hereof or otherwise, the customer shall peaceably surrender the dark fiber to the COD in the original condition, with exception to reasonable wear and tear.

Annual Escalation Fee

The annual fee for the dark fiber will escalate based on the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W): Selected areas, all items index - Philadelphia-Wilmington-Atlantic City PA-NJ-DE-MD (CPI) as published by the U.S. Department of Labor's Bureau of Labor Statistics not to exceed 5% increase per year but not less then current year's fee.

Request for Service Form

When a customer desires to investigate the option of leasing dark fiber from the COD, the customer shall complete a Dark Fiber Application which will include the requesters name, company if applicable, fiber strands desired, location of requested access points, and related information.

The COD will investigate the feasibility of the application with the customer, and if determined feasible, the COD will collect the Engineering Fee as outlined on Page 7 – "Engineering Fee". Upon payment of the Engineering Fee the COD will develop a comprehensive project plan which will also include an estimated monthly fee as outlined on Page 6 - "New Extension Fee" and "Existing Fiber Lease Fee". If the customer accepts the project plan and fee schedule, the final section of the Dark Fiber Application shall be executed which commits both the customer and the COD to completion of the project and compensation.

Route and Design

The COD Engineering Division will develop the route and design of any new extensions. The customer has the right to accept, reject, or suggest alternatives in the design; however, the COD decision will be final.

Compensation

Lease Fee

The customer shall pay to the COD for use of the Dark fiber a lease fee subject to adjustments as provided below.

Fees will be based on the date of acceptance of the fiber for the initial lease term and shall be priced at "dollars/fiber strand/foot/month".

New Extension Fee

The lease rate will be based on total cost recovery of any new extension during the initial term, plus 5% annually for maintenance and an 8.5% annual rate of return. The customer that requests the extension shall be responsible for the entire cost of the extension.

- If within one-half of the initial lease term another party wishes to connect to the extension the new second party will be responsible for one-half of the original extension fee for the section they are using.
- The initial customer will have their portion of the extension lease rate reduced by 50% for the duration of the contract.
- It will not be retroactive and will only apply from that period forward.
- If the new party starts leasing after the one-half period, the original party pays the entire fee as developed in the original contract term.
- For example: Customer A is paying $200/month for a new extension fee and $100 for lease of the COD existing fiber for a total of $300 per month for a ten year lease.
    - If in year 4, customer B decides to lease fiber from the COD and the COD utilizes ½ of customer A's original extension the following formula will be utilized:
        - $200/month x 72 months (months remaining in the original extension fee) = $14,400 (balance of funds owed the COD)/2 (fiber length used) = $7,200 (funds needed to pay the cost of the extension)/2 (cost split between the two parties) $3,600 = revenue needed

from both parties. This will result in party A paying $3,600 + $7,200 (for extension fee)/72 (months left in lease term) = $150 + $100 (both monthly fees) for original lease of COD existing fiber for a monthly total of $250.

- Customer B will pay $3,600 for the lease of the original extension and the monthly total will be prorated for the duration of the new contract plus any lease fees for the existing COD fiber.
- If Customer B uses the Customer A fiber after the original contract has been in effect for more than ½ of the original term, then Customer A continues to pay the original payment and Customer B will be charged for the fiber under the Existing Fiber lease rate.

- Extension installation

Only COD personnel (or their designee) will install fiber extensions. The customer will be responsible for all expenses incurred by the COD, prorated into the monthly fee.

Existing Fiber Lease Fee

For installations where the COD determines that is has spare fibers the leasing rate shall be based on an estimated cost of the current installation. This cost assumes a ten (10) year depreciation plus 5% annually for maintenance and an 8.5% annual rate of return. This cost is $0.0009541/fiber strand/foot/month.

Lease payments

Fees shall be calculated on a monthly basis and paid annually, in advance, and shall be billed on the first business day of the month after the customer accepts the fiber. The fees will be considered due and payable at the time the customer is billed. No fees will be due until both the COD and the Customer agrees on the acceptance date, which approval will not be unreasonably withheld. If the acceptance date occurs after the beginning of the month, the first monthly fee shall be prorated from the acceptance date to the beginning of the next month: however, the prorated fees shall be for that partial month only and will be added to the following years annual fee, both of which will be billed on the beginning of the next month.

Damage to COD Facilities

The COD will be compensated for any damages to the COD facilities caused by the customer or their contractor.

Engineering Fee

A one-time engineering fee of $200 (two-hundred dollars) will be charged for each splice location where the customer proposes to access the COD fiber optic network and/or each customer access point. This fee covers the documentation cost for the splice location and design for the installation. Installation costs and lease payments are not included in this amount.

Estimate Accuracy

During the development of the cost estimates for the dark fiber lease, the customer will have the opportunity to examine the components of the costs to ensure its accuracy. The actual cost will be based on the true cost of installation of new extensions and the formula accepted by the governing body for costs related to existing fiber. The customer will execute the request for service form based on the estimated costs and thereby accept the actual cost upon completion. The COD will guarantee that the actual cost will not increase more than 10% over the estimate but may be lower if the actual cost is less than the estimated cost.

Testing and Acceptance of Dark fiber

The COD will perform acceptance tests to ensure that the dark fibers meet the standard industry specifications. The COD will provide the customer with written results of such tests, if requested by the customer. If the dark fibers fail to meet the standard industry specifications, the COD shall repair or substitute fibers that meet the

required tests and specifications, unless the customer otherwise accepts the original fibers. Upon receipt of test results, if requested, the customer shall accept the dark fibers and such date shall be the Acceptance Date. Under no circumstances shall the customer accept the dark fibers later than thirty days after the COD completes the acceptance test.

Accessing Access Points

The COD shall have nonexclusive ingress and egress rights to access the dark fiber at the access points ("Access Points") shown on the Request for Service Form at all times for construction, installation, operation, inspection, maintenance, repair and removal of COD facilities. If additional access to termination locations is required after initial installation, the COD should provide seventy-two (72) hour notice prior to accessing the site(s) when practical. At location(s) where the customer is accessing the fiber at COD locations the customer will provide forty-eight (48) hour notice to the COD prior to accessing the site(s). The customer will notify the COD if possible disruption of the dark fiber circuit might occur.

New Fiber Installations

The COD will install new fiber extensions, including the appropriate hardware, and provide any splicing required in conjunction with the project with either internal staff or contractors, solely at the COD discretion.

Access Points

The COD will be responsible for all cost of material and installation of the access point(s) for the COD facilities which are located at the customers' demarcation point. The access point(s) will normally be a patch panel unless mutually agreed upon to be a splice point.

Demarcation

The COD will provide the patch panel and terminations of the COD fiber at the patch panel. The point of demarcation will be the patch panel connectors or up to, but not including, the splice. The COD shall retain ownership of designated splice tray, which contains dark fiber or the patch panel, but shall not have ownership of any fiber or equipment beyond this point.

Equipment Security

The COD shall not provide security for the customer and shall not be liable for burglary, vandalism, losses, or damage, unless the COD is grossly negligent. The COD shall not be liable for losses or damage to customers' facilities resulting from a failure of towers or poles, substation equipment, communications houses, electric power or other COD facilities unless the COD is grossly negligent. The COD is not responsible or liable for cyber security of the fiber.

Electrically-Induced Noise

The customer shall be responsible for designing and shielding the customer facilities to function properly in the presence of electric and magnetic fields and other electrically-induced noise and interference normally present in the proximity of electric utility installations. The COD shall not be liable for, nor shall the COD be required, to eliminate any noise or interference with customers facilities resulting from the operations of electric utility installations or auxiliary equipment such as relay and control systems or telemetry systems. For purposes of the Interference provisions herein, this paragraph shall constitute the COD prior disclosure of the presence of electric utility installations on the Premises where the customers' facilities may be installed.

Restoration

The COD shall provide at no cost, monthly standby emergency restoration service for the fiber optic network. In the event of an outage requiring emergency restoration, the COD will be responsible for any restoration expenses.

Interference

Customers Duty of Noninterference

The Customer shall install, operate and maintain the customers facilities in a manner which will not physically or electronically interfere with or cause signal degradation to the COD electric, wastewater, or water system operations, with COD communications systems, existing as of the date of the dark fiber lease or with any prior leases, provided the COD has disclosed to the customer the existence of (but not necessarily the identities of) and technical information relevant to the prior leases. The customers' duty to avoid interference in accordance with the terms of this SOP shall remain absolute throughout the lease terms, irrespective of favorable pre-installation analyses or varying operating conditions, provided the COD supplied technical information is accurate and complete. If the customers' equipment causes interference after the initial lease begins, the customer shall correct it as soon as practical after proper notification.

Remedies for Interference

In the event that the customers facilities or operations interfere with the COD system or with those of prior customers leases (including interference affecting one or more fiber segment), then upon written notice from the COD, the customer shall at its own expense correct the interference within seventy-two (72) hours from notice, even if the customers' facilities are operating in compliance with the FCC regulations. If the customers fails to eliminate the interference within the required time, then after an additional twenty-four (24) hour grace period for the customer to eliminate the interference, the COD shall have the right to immediately enter the premises and shut down the customers facilities until the customer can eliminate the interference or, as a last resort, to terminate the affected dark fiber segment. In the event of termination, the COD shall remove the COD facilities from the customers' premises within a reasonable time. The customer shall compensate the COD for any new line extensions and/or make them whole for any build-out expenses.

Technical Disagreements

If the customer disagrees on the existence, source or extent of interference, the COD may engage an independent engineering firm to perform impartial analyses to determine the cause of the interference. The COD shall be entitled to reimbursement for the cost of such analyses by the customer if the customer is found to be causing the interference.

Taxes, Licenses, Liens

During the term of the agreement, customer shall pay, when due, all applicable taxes, including premise or property taxes, sales and use taxes, or any other fees in lieu of taxes assessed pursuant to the use of the Dark fiber by customer. The customer shall keep the dark fiber free from all liens, including but not limited to mechanics liens, and encumbrances by reason of the use of the dark fiber by the customer. The customers' failure to pay such is a breach of this agreement. If the customer fails to pay the above mentioned taxes, assessments, or other fees when due, the COD shall have the right to terminate the lease and demand immediate payment for any expenses related to the fiber optic cable extension.

City of Dover Racks and Equipment

As additional consideration, the COD shall have the option to install racks and equipment, at its sole expense, within the customer's point of presence which is located at the mutually agreed upon access point(s). The point of presence in existing locations is where the customer's network has termination points for the COD fiber. The type and location of such racks and equipment shall be agreed to in

writing between the COD and the customer in separate agreement. The COD may compensate the customer for this collocation at a rate that is mutually determined to be reasonable and just.

Said racks, as well as any and all electronic equipment installed therein, shall be and remain the sole and exclusive property of the COD, and the customer shall neither make any claim on or claim any property interest in such equipment, nor shall the customer permit any lien or other encumbrance upon the COD equipment by the customer or any third party.

Said racks and any and all equipment placed thereon shall be installed in accordance with the COD standard practices.

Absent emergency situations, the COD shall be able to access said racks and equipment during the term of the agreement upon reasonable notice to the customer and shall be solely responsible for their operation, maintenance and repair.

Upon termination of this lease by the expiration of the term hereof or otherwise, the COD shall immediately remove said racks as well as any and all electronic equipment installed thereon and shall leave the area in its original condition, reasonable wear and tear excepted unless mutually agreed to leave the COD equipment in the current location.

Maintenance

Dark fiber

The customer agrees to pay all costs (time and material) of maintenance/repair of the network if the required work is caused by the customer's improper connection to the dark fiber. The customer agrees to use reasonable efforts to perform such maintenance, if required, to not cause damage to the COD fiber.

Customers Notification of Outage

Subject to Force Majeure, the customer will notify the COD to respond to outage emergencies in connection with the dark fiber. The customer shall call the COD at 302/736-7086, the System Operations Center, to schedule all maintenance operations and to report service interruptions.

In the event of interruptions longer than 24 hours, the COD will, as soon as is reasonably possible, provide alternate capacity to the customer subject to availability within the customer's facilities. In the event of an interruption longer than 96 hours, the customer shall be entitled to an abatement of its fees, equal to the total interruption time, to be deducted from the next payment otherwise due under this SOP.

The period(s) of any interruption(s) shall be measured from the time the COD actually receives notice, to the time the service is reportedly restored to the customer. Scheduled outages, for maintenance purposes, shall not be counted as interruptions. Scheduled outages shall be those outages of which customer has had at least a five (5)-day advance notice. To the extent possible, the customer and the COD shall agree upon the times maintenance will be performed so as not to interfere with customers business, however the COD retains the right to perform maintenance on dark fiber upon proper notification to customer without a mutual agreement between parties.

The customer shall provide the COD – Electric Engineering Division, a contact name and number for notifications of potential fiber work that might interrupt the service or other issues that may arise.

The COD does **NOT GUARANTEE** continuous dark fiber service and will not be liable for any loss, cost, damage or expense to any customer occasioned by an interruption of service.

Restoration Priority

In the event that the COD electrical and/or communications service capacity and the customer dark fiber capacity are interrupted, restoration of the customer's dark fiber shall be at all times subordinate to restoration of COD electrical and communications system. Should the COD not be able to effect repairs within twenty-four (24) hours after notice of the emergency, both parties agree to meet to determine methods to restore the customers fiber(s) including consideration of the COD granting the customer permission to make repairs to the COD connections and/or dark fiber and to restore its capacity, as long as such restoration efforts do not interfere with the COD restoration activities. Payment for this restoration shall be mutually agreed upon prior to the customer performing the work. Both parties acknowledge that, in the event that an outage is caused by a natural disaster, weather, automobile accident or similar incident, which causes a simultaneous electrical power outage, that the electrical power must first be restored prior to the fiber network. It is further acknowledged by the Parties that as a Municipal Electric Utility, the COD has a duty to provide electrical services to its customers, and that provision of said electrical services shall be the COD top priority.

Relocation

Dark fiber

The customer shall request no changes in the location of the dark fiber access point without sixty (60) days written notification to the COD. If the customer desires, for any reason, to relocate any of the facilities used or required in providing the dark fiber, such relocation shall be undertaken at the customer's sole cost and expense and shall be paid to the COD within 30 days after receipt of the invoice.

If for any reason, the COD is required to relocate any of the dark fiber facilities for its convenience, or by any third party including, but not limited to a government entity, whenever reasonably possible, the COD shall give the customer at least thirty (30) days notice, or as much time as the COD can reasonably provide. This notice will include all pertinent information and the impact of the relocation to the customer's service. All costs associated with such required relocation, which are not paid by a third party, shall be the sole responsibility of the COD. During any relocation(s), scheduled outages may occur; the COD will keep the duration of these outages as short as possible.

Access Points

The COD shall make no changes in the location or configuration of the Access Points to the dark fiber without consultation with the customer. The customer agrees that any relocation required of the dark fiber or access points shall be limited to the shortest practical route reasonably available.

In the event relocation of the customer's access points is required by any third party, any governmental agency, or in conjunction with the electric system needs of the COD, all costs associated with such required relocation of the customers access points, which are not paid by a third party shall be the sole responsibility of the customer. In the event of such relocation requirement, the COD shall use reasonable efforts to provide alternate locations for access points.

If the customer requests a relocation of the access point the customer will be financially responsible for any COD expenses related to the relocation. After any relocation is completed, the customer's fee shall be adjusted accordingly with regard to the length of fiber used by customer; however, if the dark fiber length is reduced and the dark fiber was a new extension for the customer, the fee shall not be reduced for the initial term.

Reclamation

Subject to the terms, conditions and limitations set forth in this SOP, the COD shall have the right to terminate from time to time the lease of any or all of the dark fiber on any or all segments of the network for use (and solely for use) directly by the COD.

In the event that the COD desires to reclaim any dark fiber, the COD shall give notice of such intent to the customer at least twelve (12) months prior to the date of reclamation (Reclamation Notice). The Reclamation Notice shall identify each leased fiber on each segment, which the COD desires to reclaim, and the intended date of reclamation.

At any time following receipt of a Reclamation Notice, the customer may initiate negotiations with the COD as to possible alternatives to reclamation, including, for example, (1) greater compression of COD traffic on the fibers within the network already in use by the COD, (2) alternate or additional optoelectronic equipment, (3) alternate routes, and/or (4) installation of additional fibers within the fiber network. The customer and the COD each shall conduct any such negotiations in good faith. The exact alternative(s) to reclamation (if any) and the allocation of the costs thereof between the parties shall be subject to mutual consent.

Unless otherwise agreed between the customer and the COD, reclamation shall be effective on the date of reclamation set forth in the Reclamation Notice.

Representations and Warranties

The COD is not a Telecommunications Company. The development of this SOP does not classify the COD as a Telecommunications Company, Telecommunications Carrier, Telecommunications Service Provider or any other telecommunications entity as defined by federal or state laws, rules, regulations or administrative orders, nor will the COD come under the jurisdiction or regulation of any State or Federal regulatory agency with regulates such entities, including, without limitation, the Federal Communications Commission (FCC) or the applicable State Commission. In the event that the existence of this SOP results in a final order or determination by any court or regulatory or governmental entity (including, but not limited to, the FCC or the applicable State Commission) that classifies the COD as a Telecommunications Company, Telecommunications Carrier, Telecommunications Service Provider or any other telecommunication entity as defined by federal or

state laws, rules, regulation or administrative orders, the customer shall indemnify and hold the COD, its officers and employees harmless from and against any cost, expense, fine or other financial penalty under federal or state laws, rules, regulations, or administrative orders, which the COD is legally liable to pay as a result of such classification, provided, however, that the COD shall take all reasonable steps to mitigate and minimize any such expenses, fines or other financial penalties. In no event shall the customers' indemnification hereunder exceed the total of customer payment to the COD during the previous twelve months for the use of the COD fiber optic strands under this fiber lease(s) and applicable extensions. In the event of any such determination, the customer and COD agree, to cooperate with each other to determine whether and to what extent this SOP can be amended so as to remove that classification and permit continued performance by both parties, subject to the COD right to cancellation as contained in this SOP. Notwithstanding any other provision of this SOP, if customer is required to make payments under this indemnification, then the customer will have the right to immediately terminate this lease. Such termination, however, shall not extinguish the customers' obligation to indemnify the COD for all monetary amounts levied until the time of the termination and shall not extinguish the customer obligation to pay any other amounts owing to the COD pursuant to this SOP and lease.

The COD confirmed through its City Solicitor that there are no State Regulations that would bar it from providing dark fiber leasing at the time of the inception of this SOP.

The customer represents that, to its knowledge, after due inquiry, it has the right and authority to enter into this agreement and grant the rights and Licenses contained herein.

The COD represents that, to its knowledge, after due inquiry, it has all licenses, permits and rights authorizing it to enter into this Agreement.

The COD is a municipally owned utility certified in Delaware to provide electric and other services to Dover and some of the surrounding area.

Assignment and Transfer

Unless specifically provided herein, the COD shall not assign, transfer or sublet any of the privileges described in this SOP without the prior written consent of the customer, said consent not to be unreasonably withheld, provided that the COD may assign, transfer or sublet its rights hereunder to a parent, or wholly-owned affiliate or subsidiary company or purchaser of all or substantially all of its assets or stock without consent of the customer.

The customer will not, directly or indirectly, or through a controlled affiliate of the customer, transfer or sublet any of the privileges described in this SOP to a third party.

Indemnification

The customer does hereby release and agrees to indemnify, defend and save harmless the City of Dover and its agents from and against all claims, actions, causes of action, demands, judgments, costs,

expenses and all damages of every kind and nature, incurred by or on behalf of any person or corporation whatsoever, predicated upon injury to or death of any person or loss of or damage to property of whatever ownership, including the parties to this SOP and their employees, and arising out of or connected with, in any manner, directly or indirectly, the COD operations or rights granted under this SOP.

Insurance

The customer agrees to execute and deliver to the COD at the time of acceptance and execution of a fiber lease commitment, a commercial general liability insurance policy, including public liability, contractual liability, premises liability, and property damage, acceptable to and approved by the City Risk Manager, covering bodily injury and property damage, premises, operations described hereunder and products therein, in amounts of $150,000 per individual; $600,000 per occurrence.

The City of Dover shall be listed as an additional named insured in any required liability insurance policy. Such policies shall state that this coverage is to function as the "primary" insurance coverage for the customer.

Certified copies of the above policy, or a certificate evidencing the existence thereof, or a binder shall be delivered to the COD upon the execution of a fiber lease. In the event a binder is delivered, it shall be replaced within ten days by a certificate of insurance. Each such policy or certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving thirty days written notice thereof to the COD.

A renewal certificate shall be delivered to the COD at least fifteen days prior to a policy's expiration date except for any policy expiring on or after the expiration date of this agreement.

The customer further shall at all times maintain adequate Workmen's Compensation Insurance with an authorized insurance company insuring the payment of compensation to all employees engaged in the operation of the facility.

Failure to maintain or provide proof of insurance shall constitute an immediate breach of the Agreement and shall be considered cause for termination of this Agreement at the sole discretion of the COD.

At all times during the term of this agreement, the customer shall maintain and shall require its contractor and subcontractors, which do any work in connection with this agreement, to maintain insurance coverage as described herein and will produce proof of insurance on demand by the COD.

Excess liability/umbrella coverage for limits of not less than $1,000,000 excess of $1,000,000 each occurrence. Such insurance shall name the COD, its officers, agents, and employees as additional insured.

In the event the customer fails to obtain the required insurance, the COD reserves the right to purchase insurance on the account of the customer, but is not required to do so.

Default

In the event either Party shall fail to observe or perform any of the terms and provisions of this agreement and such failure shall continue for a period of thirty (30) days after receipt of written notice from the non-defaulting party ("Default"), then the non-defaulting party may terminate this agreement, provided however, that where such Default cannot reasonably be cured within such period, and the defaulting party has proceeded promptly to cure the same and is prosecuting such cure with diligence, the time for curing such Default shall be extended for an amount of time, not to exceed sixty (60) days, as may be necessary under the circumstances to complete such cure. If the customer is the defaulting party the COD shall immediately issue an invoice for any outstanding extension expenses.

Termination

The COD may, at its sole discretion, terminate this lease agreement upon the conditions set forth for cause and at its discretion.

For Cause, Without Illegality
The COD may terminate this agreement and may repossess the Dark fiber in the event that any payment or amount is not furnished by the customer as set forth in the Compensation Section, hereof, when due, upon giving fifteen days written notice to the customer of the COD intention to terminate unless full and proper payment is made to the COD of all monies due on or before the expiration of the fifteen day period indicated in the notice.

For Cause, With Illegality
The COD may, at its sole discretion, terminate this agreement, effective immediately, upon the giving of written notice of termination, in the event that COD is deemed to engage in, or permits, the violation, pursuant to the appropriate standard of proof provided by law, of any federal, state or city penal law or ordinance in the operation of said facility.

Surrender of Dark fiber Upon Termination
On the customers expiration date or any earlier termination of customers rights to use any or all of the dark fiber under this agreement, regardless of the reason for termination, the customer shall promptly (1) remove all of its equipment and other property from the COD fiber, and (2) peaceably quit and surrender the dark fiber to the COD in a condition consistent with condition of fiber and access points on the original acceptance date.

Renewal Provisions

The customer shall provide ninety (90) days notice of intent to renew dark fiber agreement prior to date of expiration of current agreement and the COD agrees to extend the agreement when feasible.

General Provisions

Costs

Except as otherwise expressly provided above, each party shall bear all of its own attorney's fees and other expenses related to a fiber lease.

No Third Party Beneficiaries

None of the terms or conditions in this SOP shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than the COD or the customer receiving services or benefits under this SOP shall be only an incidental beneficiary.

No Partnership

The Parties acknowledge and agree that fiber lease or service does not create a partnership between, or a joint venture of, the customer and the COD.

Binding Effect

This SOP and subsequent agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

Severability

In the event any term, covenant or condition of this SOP and/or lease agreement, or the application of such term covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction, all other terms, covenants and conditions of this SOP and their application shall not be affected thereby, but shall remain in force and effect unless a court holds that the invalid term, covenant or condition is not separable from all other terms covenants and conditions of the SOP.

Force Majeure

Neither party shall be liable to the other for any failure of performance under this SOP/lease agreement due to causes beyond its control, including, but not limited to: acts of God, fire, terrorist attack, flood or other catastrophes, adverse weather conditions, material or facility shortages or unavailability not resulting from such party's failure to timely place orders therefore, lack of transportation, the imposition of any governmental codes, ordinances, laws, rules, regulations or restrictions, national emergencies, insurrections, riots, wars, or strikes, lock-outs, work stoppages or other labor difficulties.

Waiver

No delay or omission by either party to exercise any right or power occurring upon non-compliance or failure of performance by the other party shall impair that right or power or be construed to be a waiver thereof. A waiver by either party of any of the covenants, conditions or agreements to be performed by the other party shall not be construed to be a general waiver of any such covenants, conditions or agreements, but the same shall be and remain at all times in full force and effect.

Headings

The Section headings herein are for convenience and reference only, and in no way define or limit the scope and content of this SOP or in any way affect its provisions.

No Implied Representations

No representations, agreements, covenants, warranties, or certifications, express or implied, shall exist as between the parties, except as specifically set forth in this SOP and subsequent fiber lease.

Integrated SOP and Amendments

This SOP is an integration of the entire understanding of the parties with respect to the matters set forth herein and shall include completed request for service application. The COD reserves the right to modify or change this SOP from time to time **without notice** to any party leasing dark fiber. These modifications will be approved by the City Council through accepted methods.

Tax Appeal December 10, 2007

		Appeals									
	Appeal #	**Name**	**Parcel #**	**Original Value $**	**Original Tax $**	**To be heard only**				**Motion appr/den**	**Approved yes or no**
	2007-037	Creekstone	ED-05-086.05-01-12.00	$5,356,500.00	$17,676.45						
	2007-38	Hertrich Capitol Auto Dealership	ED-05-077.18-02-90.00	$8,455,900.00	$27,904.47						
		Tax Stipulations									
	Appeal #	**Name**	**Parcel #**	**Original Value $**	**Original Tax $**	**Stipulation Value $**	**Stipulation Tax $**	**Value Difference $**	**Tax Difference $**	**Motion appr/den**	**Approved yes or no**
	2007-027	Joseph S. McDaniel III	ED-05-077.09-04-48.00	$167,500.00	$552.75	$82,000.00	$270.60	$85,000.00	$282.15	Approve	Yes
	2007-028	Phoenix Properties, LLC	ED-05-076.08-05-68.00	$1,081,000.00	$3,567.30	$595,000.00	$1,963.50	$486,000.00	$1,603.80	Approve	Yes
	2007-029	New Hope Housing	ED-05-077.09-01-26.00	$1,207,400.00	$3,984.42	$575,000.00	$1,897.50	$632,400	$2,086.92	Approve	Yes
	2007-033	Wild Meadows LLC	LC-05-058.18-02-01.00	$6,000,000.00	$19,800.00	$3,968,600.00	$13,096.38	$2,031,400.00	$6,703.62	Approve	Yes
	2007-034	Wild Meadows LLC	LC-05-058.14-01-01.00	$5,500,000.00	$18,150.00	$3,531,400.00	$11,653.62	$1,968,600.00	$6,496.38	Approve	Yes
*	2007-033	Wild Meadows LLC	LC-05-058.18-02-01.00	$6,000,000.00	$9,708.60	$3,968,600.00	$6,356.79	$2,031,400.00	$3,351.81	Approve	Yes
*	2007-034	Wild Meadows LLC	LC-05-058.14-01-01.00	$5,500,000.00	$7,262.81	$3,531,400.00	$4,014.62	$1,968,600.00	$3,248.19	Approve	Yes
		Administrative									
	Appeal #	**Name**	**Parcel #**	**Original Value $**	**Original Tax $**	**Stipulation Value $**	**Stipulation Tax $**	**Value Difference $**	**Tax Difference $**	**Motion appr/den**	**Approved yes or no**
	2007-036	Investments Together LLC	ED-05-077.17-07-19.00	$264,400	$872.52	148,600	$490.38	115,800	$382.14	Approve	Yes
		Senior Citizen Request									
	Appeal #	**Name**	**Parcel #**	**Original Value $**	**Original Tax $**	**Stipulation Value $**	**Stipulation Tax $**	**Value Difference $**	**Tax Difference $**	**Motion appr/den**	**Approved yes or no**
	2007-035	Durham, Essie	ED-05-077.10-01-10.00						$165.00	Approve	Yes

Total Tax Abatements	$24,320.01

* Supplemental only includes 6 month of Fiscal Year 2006/2007

EXHIBIT #4
Regular Council Meeting of 01/14/2008

CITY OF DOVER
POSITION DESCRIPTION

TITLE: CONTROLLER/TREASURER

FLSA: Exempt

GENERAL DESCRIPTION

The Controller/Treasurer is responsible for the City's financial plans and policies, its accounting practices, the conduct of its relationships with lending institutions and the financial community, the maintenance of its fiscal records, and the preparation of financial reports. The position involves supervision over general accounting, property accounting, cash management, debt management, internal auditing, cost accounting, and budgetary controls. A primary function of the position is to develop an organized system of accounts, policies, records, and procedures and to provide data that can be analyzed and interpreted for the benefit of Council in making decisions to achieve the goals and objectives of the City. The position formulates long range goals for the organization; develops policy and position papers.

The Controller/Treasurer must demonstrate a high degree of initiative, anticipating informational needs of the City Council and management. The position must also be responsive in a timely manner to specific requests made for data and to be resourceful and flexible in meeting changing conditions and requirements. The position is required to uphold standards of conduct and maintain integrity. The position requires the ability to be fair and impartial when presenting adverse reports on a function, executive or employee. The Controller/Treasurer is a direct report to City Council.

PRIMARY DUTIES: *This list represents the essential tasks performed by the position. Employees may be assigned additional duties by management as required.*

Development, analysis, and interpretation of statistical and accounting information in order to appraise operating results in terms of profitability, performance against budget, and other matters bearing on the fiscal soundness and operating effectiveness of the organization.

Responsible for evaluating the performance of personnel in the Finance Department. Recommends training requirements, has the duty to keep self and staff at the highest level of skill necessary to meet organization needs and objectives, and recommends that personnel be hired or removed from the Department.

Responsible for the installation, maintenance, and supervision of the City's system of accounts. Keeps books and records on all City transactions and assets.

Proposes major economic objectives and policies for the City and prepares reports that outline the City's financial position in the areas of income, expenses, and earnings based on past, present, and future operations.

Participates in the coordination and preparation of the budget and financial forecasts, institutes and maintains other planning and control procedures, and analyzes and reports variances. Responsible for review of all items requiring Council's decision that have an impact on the City finances; Insures accuracy and completeness of financial analysis for presentation to City Council.

Responsible for the management and security of all City bank accounts, investments, trust accounts, and bond accounts. Responsible for assuring availability of funds and assets during natural disasters and emergencies.

Approves payment of all checks and other negotiable instruments as authorized by City Council. Directs financial processes; Cash flow, investment strategies, debt strategies, disbursements, payroll, and other management and budgetary processes and activities.

Responsible for determining that current financial transactions covered by minutes of the Council or Committee are properly executed and recorded.

Responsible for risk assessment and implementation of internal controls and procurement risk assessment; Develops policies and procedures insuring accountability over public funds. Directs the continuous audit of all accounts and records of the City. Directs the annual audit and completes the Comprehensive Annual Financial Report.

Advises and consults with elected and appointed officials, department heads, staff, agencies, and others on financial problems, performance measurements, trends, strategies, policies, and procedures, and budgetary matters such as interpretation of budget plans, strategies and information, controls and procedures, solutions to budget problems, research projects, or other financial/budgetary matters.

Represents the City on boards or committees involved in financial planning, management, or other financial issues; participates in interagency or other meetings or conferences; makes financial presentations to elected or appointed officials, department heads, staff, and other public or private agencies or groups.

DATA RESPONSIBILITY: *Data refers to information, knowledge, and conceptions obtained by observation, investigation, interpretation, visualization, and mental creation. Data are intangible and include numbers, words, symbols, ideas, concepts, and oral verbalizations.*

Formulates new concepts or theories based on original research, intellectual creativity, and ideas.

PEOPLE RESPONSIBILITY: *People refers to individuals who have contact with or are influenced by the position.*

Directs others by issuing orders.

INVOLVEMENT WITH THINGS: *Things refers to inanimate objects such as substances, materials, machines, tools, equipment, work aids, or products. A thing is tangible and has shape, form, and other physical characteristics.*

Develops and implements long range plans and programs to support the goals and objectives of the organization.

ASSETS RESPONSIBILITY: *Assets responsibility refers to the responsibility for achieving economies or preventing loss within the organization.*

Requires responsibility for the overall administration of fiscal and administrative policy with authority and responsibility over all departments or the direction of the organization's legal department; reports directly to the top elected body.

SAFETY OF OTHERS: *Safety of others refers to the responsibility for other people's safety, either inherent in the job or to assure the safety of the general public.*

Requires management level responsibility for application and interpretation of the policies regarding the provision of continuous enforcement of the laws and standards of public health and safety.

MATHEMATICAL REQUIREMENTS: *Mathematics deals with quantities, magnitudes, and forms and their relationships and attributes by the use of numbers and symbols.*

Uses advanced algebra working with exponents and logarithms or linear quadratic equations; analytic geometry; and/or statistics, applying mathematical operations to frequency distribution, reliability and validity; analysis of variance, or correlation techniques.

COMMUNICATIONS REQUIREMENTS: *Communications involves the ability to read, write, and speak.*

Reads and interprets highly complex professional materials involving abstract theories and concepts; writes for professional publications; develops and presents papers at professional conferences.

COMPLEXITY OF WORK: *Complexity of work addresses the analysis, initiative, ingenuity, creativity, and concentration required by the position and the presence of any unusual pressures.*

Performs work involving the application of broad principles of professional management and leadership to solve new problems for which conventional solutions do not exist; requires sustained, intense concentration for accurate results and continuous exposure to unusual pressure.

IMPACT OF DECISIONS: *Impact of decisions refers to consequences such as damage to property, loss of data or property, exposure of the organization to legal liability, or injury or death to individuals.*

Makes decisions with severe impact – affects entire organization, other activities/organizations, the general public, and a wide geographic areas; loss of life and/or damage is highly likely.

EDUCATION AND EXPERIENCE REQUIREMENTS

EDUCATION REQUIREMENTS: *Education requirements refers to job specific training and education required for entry into the position.*

Requires master's degree in finance, accounting, or a closely related field.

LICENSES, CERTIFICATIONS, AND REGISTRATIONS REQUIRED: *Licenses, certifications, and registrations refers to professional, state, or federal licenses, certifications, or registrations required to enter the position.*

Requires Certified Public Accountant License.

EXPERIENCE REQUIREMENTS: *Experience refers to the amount of work experience that is required for entry into the position that would result in reasonable expectation that the person can perform the tasks required by the position.*

Requires over ten years of related experience.

AMERICANS WITH DISABILITIES REQUIREMENTS

PHYSICAL DEMANDS: *Physical demands refers to the requirements for physical exertion and coordination of limb and body movement.*

Requires sedentary work involving standing or walking for brief periods, exerting up to 10 pounds of force on a regular basis, and some dexterity in operating office equipment.

UNAVOIDABLE HAZARDS: *Unavoidable hazards refers to unusual conditions in the work environment that may cause illness or injury.*

The position is exposed to no unusual environmental hazards.

SENSORY (ADA) REQUIREMENTS: *Sensory requirements refers to hearing, sight, touch, taste, and smell necessary to perform the tasks required by the position efficiently.*

The position requires normal visual acuity and field of vision, hearing, speaking and depth perception.

AMERICANS WITH DISABILITIES ACT COMPLIANCE

The City of Dover is an Equal Opportunity Employer. ADA requires the City to provide adequate accommodations to qualified persons with disabilities. Prospective and current employees are encouraged to discuss ADA accommodations with management.

MEMORANDUM

Department Public Services – Planning & Inspections
P.O. Box 475
Dover, Delaware 19903
Phone: 302.736.7010 Fax: 302.736.4217

Date: January 14, 2008

To: City Council

From: Ann Marie Townshend, AICP

RE: Downtown Development Incentives – Impact Fee Waiver

On this evening's agenda, you have the first reading scheduled for an amendment to Appendix C – Downtown Redevelopment, Article IV – Development Incentives, Section 2 – Multiple Story New Construction Projects. This amendment would expand the current waiver of one-half of the City's portion of the impact fee on multi-story new construction projects in the Downtown Target Area to a full waiver of the City's portion of the impact fee on multi-story, mixed use new construction or renovation projects within the Downtown Target Area.

When the Legislative, Finance and Administration Committee forwarded the ordinance to City Council, staff agreed to provide additional information on several redevelopment projects within the Target Area and how this waiver would have affected these projects. Staff reviewed three projects that qualified for downtown development incentives along with information on the value of the incentives they received. This is summarized below.

Project Name/Address	10-Year Tax Abatement	Permit Fee Waiver	Impact Fee Waiver
Duncan Center 500 W. Loockerman St.	Valued at $26,909.19 per year based on assessment of $8,154,300	$2,320 to date (additional interior fit-outs remain)	$17,000 waived (9 EDUs)
Duncan Depot 585 Forest Street	Valued at $6,389.46 per year based on assessment of $1,936,200	$4,040 waived	$3,600 waived (2 EDUs)
Becker Morgan Bldg. 309 S. Governors Ave.	Valued at $3,435.30 per year based on assessment of $1,041,000	$7,502 waived	N/A

For the projects where the impact fee waiver applied, the impact fee waiver would have doubled had the full waiver been in place. It is important to note that this impact fee waiver, either amended or in its current form, would apply to a water impact fee if adopted. Additionally, for renovations or where new construction is taking place, the applicant is able to take credit for the plumbing fixtures that previously existed. For example, the Becker Morgan building did not incur any impact fees due to an accounting for the plumbing fixtures the existed in the previous structures on the site.

Plans for Expansion/Development

bearing

guidance

direction

BOYS & GIRLS CLUB
OF DELAWARE

Greater Dover Clubs

Who We Are and What We Do

Our Mission

Boys & Girls Club of Delaware is part of a Nationwide movement whose mission is to inspire and enable **all young people** especially those who need us most, to realize their full potential as productive, responsible and caring citizens.



guidance

BOYS & GIRLS CLUB
OF DELAWARE
Greater Dover Clubs

Community Expansion Benefits

The Arts Programs

Educational & Career Development Programs

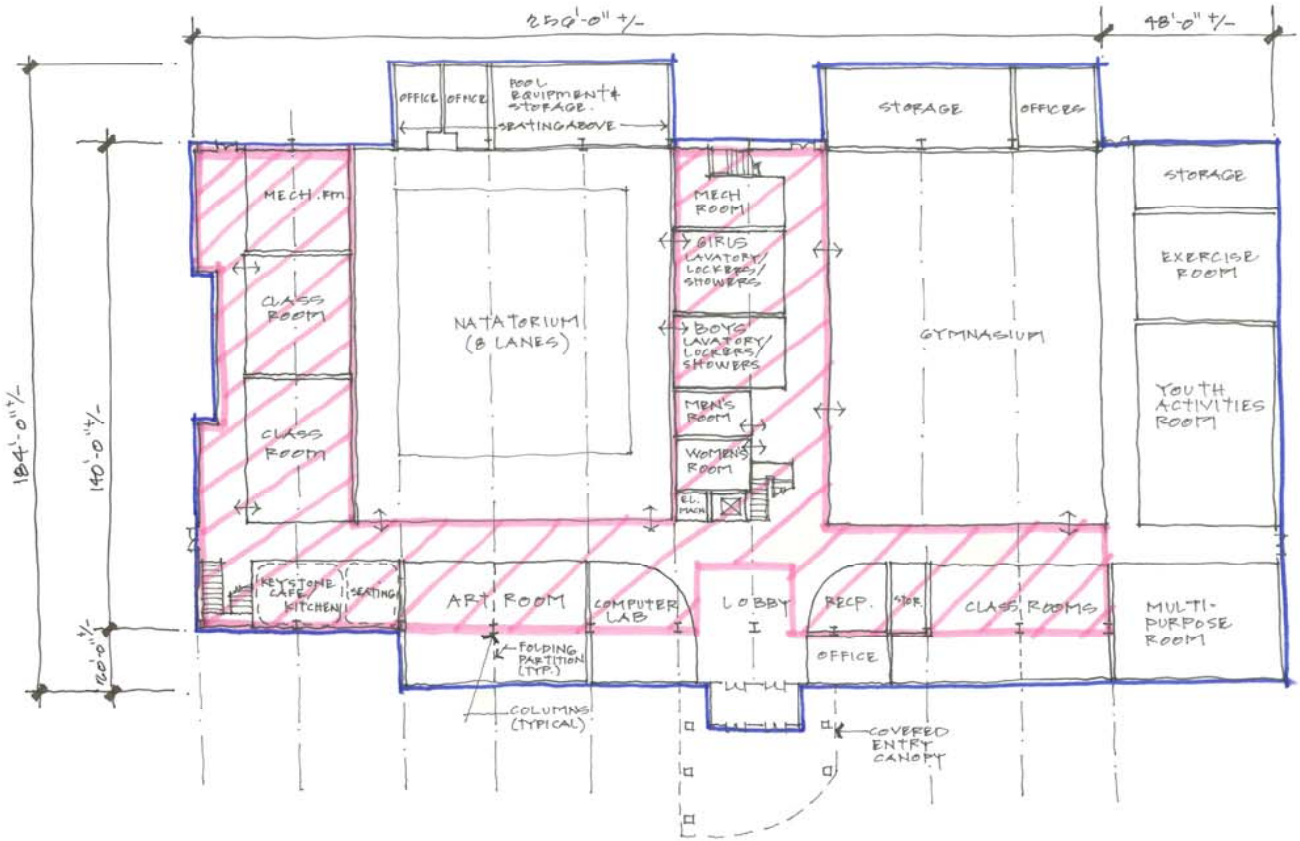
Character & Leadership Programs

Health & Life Skills Programs

Sports, Fitness & Recreation



BOYS & GIRLS CLUB
OF DELAWARE
Greater Dover Clubs



BECKER MORGAN GROUP

ARCHITECTURE ENGINEERING

BOYS AND GIRLS CLUBS OF DELAWARE

CONCEPT PLAN - FIRST FLOOR

01.08.08

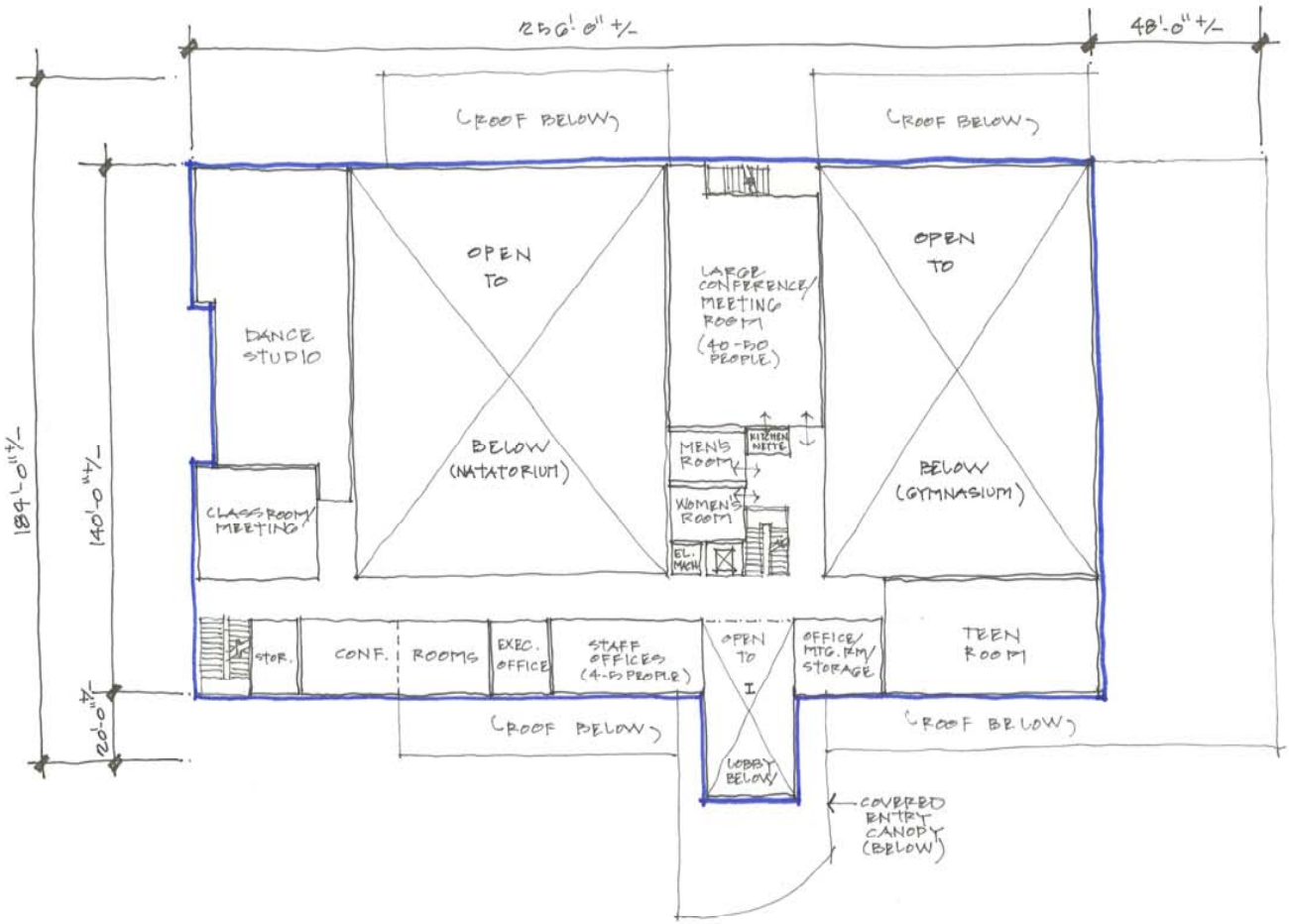
0' 16' 32' 64'

BUILDING AREA - TOTAL 69,110 SQUARE FEET

1ST FLOOR - 51,150 SQUARE FEET

2ND FLOOR - SEE SECOND FLOOR PLAN

AREA OF SECOND FLOOR ABOVE



BECKER MORGAN GROUP

ARCHITECTURE ENGINEERING

BOYS AND GIRLS CLUBS OF DELAWARE

CONCEPT PLAN - SECOND FLOOR

01.08.08

0' 16' 32' 64'

BUILDING AREA - TOTAL 69,110 SQUARE FEET

1ST FLOOR - SEE FIRST FLOOR PLAN

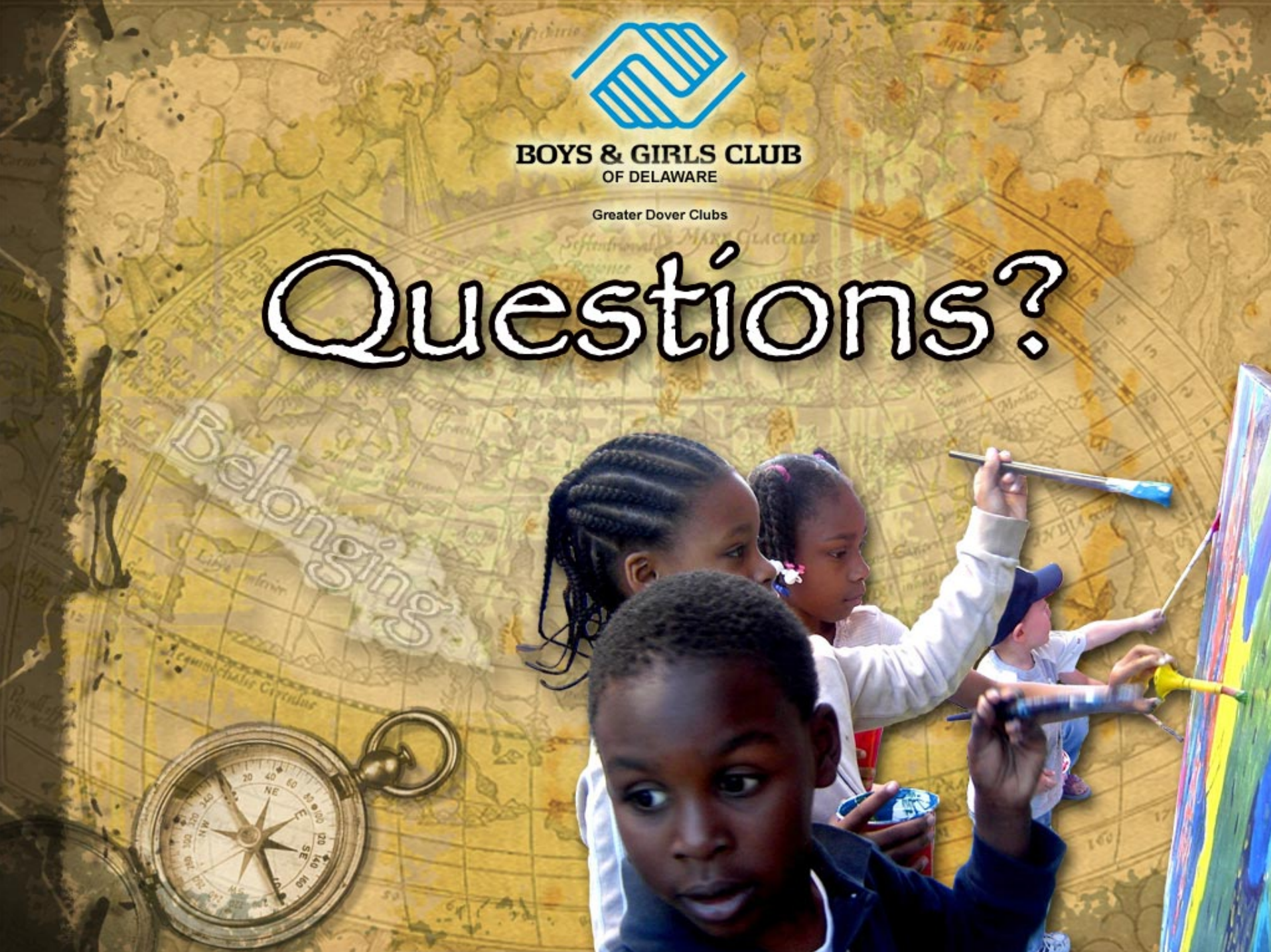
2ND FLOOR - 17,960 SQ. FT.


MIFFLIN ROAD
HAZLETTEVILLE ROAD (C.R. 73)
60' RIGHT OF WAY
FUTURE ATHLETIC FIELDS
EXISTING WYOMING MILL ROAD
WYOMING MILL ROAD REALIGNED (C.R. 195)
80' RIGHT OF WAY
FUTURE WYOMING MILL ROAD
DERBYSHIRE COURT
(50' R.O.W.)
SAXONDALE LANE (60' R.O.W.)
GILLIBROOK LANE
DERBYSHIRE AVENUE (60' R.O.W.)
ELECTRIC AVENUE
PHASE I PARKING
PHASE II PARKING
PHASE I PARKING

BOYS & GIRLS CLUB
OF DELAWARE

Greater Dover Clubs

Questions?



Mission Statement

Central Delaware Soccer Association (CDSA) is a "not for profit" organization dedicated to servicing the Mid Atlantic Region. The organization's ultimate mission is to introduce soccer to players of all levels of ability, to cultivate a better understanding of the sport, and ultimately inspire an enhanced appreciation (love) for the game. This will be accomplished by providing first class instructional and competitive youth soccer opportunities for male and female players from age 4 up.

- **The focus of CDSA directed at the following core initiatives:**
- **Provide opportunities for players of varied levels of experience and desire for the game of soccer to develop skills, increase self confidence, enhance self esteem, improve physical fitness, and a sense of belonging (team).**
- **1. Recreational**
- **2. Travel**
- **3. Premier**
- **Provide a safe environment for athletes to develop within.**
  - **Premier Training Facilities**
  - **Knowledgeable Trainers and Coaches**
  - **Age appropriate activities for players**
  - **Proper equipment and safety gear**
- **Provide a structured and capable Coaching Staff for all levels of the program**
  - **Coaches Training Programs**
    - **Ad Hoc Classes**
    - **License programs**
    - **Special Topics**
  - **Training Guidelines for players**
  - **Mentor Programs**
  - **Guest Trainers**
- **Promote and encourage high standards of sportsmanship and fair play.**
  - **Foster an environment of respect for fellow players**
  - **Accountability for actions**
  - **Responsibility to self and team**
- **Actively seek out opportunities to expand and improve our practice and playing facilities throughout the Central Delaware area.**

Monday
1/14/2008

Vision Statement

To provide the highest quality soccer services, in a safe and professional environment, to the ever increasing number of young people interested in the sport. To operate a club program in a contiguous venue that adds great value to the community, providing a recreational facility that also contributes to the pursuit of a "livable Delaware".

Monday
1/14/2008

Current Situation

- In our present situation the resourced available are insufficient to meet demands causing our club to forfeit opportunities to not only bring tournaments and major special events to Kent County, but they impact our ability to train and develop our recreational and travel programs efficiently.

- As soccer's popularity continues to grow our growth trend will put a greater stress on current resources and may force us to limit access and opportunity.

Monday
1/14/2008

Current Situation

- Comparison of clubs across the state
  - New Castle County
    - ***Kirkwood Soccer Club***
      - # of players – 1,000 + 20 Top Soccer
      - Acreage – 65 acre complex + satellite sites for tournament play
      - Fields 14 full sided fields
        - » 1 Turf Field / 1 Bermuda Grass / 12 Standard
      - Indoor Facilities
  - Sussex County
    - ***River Soccer Club***
      - # of players – 560 + 15 Top Soccer
      - Acreage – 45 Acre Complex
      - Fields – 5 Full Side + 1 under development
        - » 3 small sided + 3 more planned
      - Indoor Facilities – 1 Clubhouse
  - Kent County
    - Central Delaware Soccer Association
      - # of players **1,653 + 24 Top Soccer**
      - Acreage - **NONE**
      - Fields – **5 Full Size**
      - Indoor Facilities - **NONE**

Monday
1/14/2008

CDSA History

A Growth Study

- From Inception in 1983 through 1992, CDSA relied on the help of Central Middle School, William Henry, and other area schools to provide fields for the club to play on.
- In 1991 Dover City Council grants CDSA permission to call Schutte Park home. CDSA has a whopping 625 players enrolled in the club!
- Over the next 10 years (1992 -2002) CDSA experiences unprecedented growth
- In 2003 CDSA becomes the largest recreational soccer club in the state with 1,180 players using 8 full sided and 4 small sided fields.
- In the 2007-2008 season CDSA has 1,653 players! Over 1,000 more players in just 15 years!
- CDSA growth projections show the club at 2,216 players in 2012 and 3,161 players in 2017!

- With the club looking at 4 to 5 times the player count and the addition of community services, the need for additional infrastructure is a necessity for to continue to service the demand of our community!

Monday
1/14/2008

The Pursuit of a place to call home!

- In 2003 CDSA becomes the largest recreational soccer club in the state with 1,180 players using 8 full sided and 4 small sided fields.
- 2003 Planning Committee formed to address the problem of insufficient field space and practice facilities.
- 2004 Partnership discussion held with Dover Parks and Recreation on indoor facility resulting in no agreement or next steps.
- 2005
  - Garrison tract discussion held again with no determination.
  - Eden Hill discussions held with no determination
- 2007 Meeting with parks and recreation community enhancement committee CDSA representatives presented our situation regarding a need for additional fields to handle the clubs increased demand from the community as well as the other demands on Schutte Park. Possible solutions were discussed, including land discussed in previous years. Outcome – no determination.
- 2007 Pitt Center Built – CDSA is relegated to 5 full sided fields (down from 8) The club ha 1,000 more player than it had in 1991 but 3 less fields to put them on. 2 of the five fields are in a deplorable condition from over use and vandalism and will need to be re-sodded again. The three best fields are in the area where the Boys and Girls Club is proposed.
- CDSA needs a facility to service the demands of the community!

Monday
1/14/2008

Fiduciary of Schutte Park

- **Fiduciary of Schutte Park for 15 years:**
  - **Expenditures over the last 3 calendar years**
    - Equipment Investment - $ 19,764
      - Goals - Field Paint
      - Nets - Lining Equipment
    - Turf Expenses - $ 29,200
      - Sod Replacement
      - Repairs
    - Volunteer Labor
      - Field Setup: 80 man hours
      - Lining 180 man hours
      - Equipment Maintenance, Miscellaneous labor and trash patrol 72 man hours

      Annually 332 man hours

3 year capital investment by CDSA = $ 48,964

Monday
1/14/2008

Fiduciary of Schutte Park

- Beneficiaries of CDSA's capital and sweat equity investment in Schutte Park.
  - Our clubs efforts have provided a safe place for a wide variety of groups to play.
  - Soccer: Goals, Lines, and Turf Management
    - Hispanic Leagues
    - High School Leagues
    - Adult Programs
  - Lacrosse: Lines and Turf Management
    - High School Ice Breaker
  - Field Hockey: Turf Management
    - Parks and Recreation league

Monday
1/14/2008

Community Benevolence

- **No Player is Left Behind**
- CDSA provides a place for all children and young adults to play regardless of ability or income level.
  - The CDSA scholarship program is designed to help economically disadvantaged children with in our recreational and our representative programs.
  - CDSA College scholarship program
    - The club provides scholarship money each year to 1 male and 1 female CDSA alumni.
  - Top Soccer
    - This is the primary out reach program for soccer. Boys and girls ages 5 – 19 with mental or physical disabilities have an opportunity to learn to play soccer in a caring, coaching environment. Participation in this program has increased 71% in 3 years!
    - Now servicing 24 families
    - Serviced 63 families over three year existence
    - Largest program in Delaware
    - Grants from US Youth Soccer and DFRC*

*Delaware Foundation Reaching Citizens

Monday
1/14/2008

Community Benevolence

- **Pass Back Program**
  - CDSA gives back to the game and the community by donating gently used and new soccer equipment to Special Olympics Delaware.
  - Tens of thousands of dollars in gear have been re-gifted to date.

- **Soccer Kicks for Cancer**
  - CDSA partners with the Leukemia and Lymphoma Society by encouraging players to raise proceeds for the organization through participation in "game related" activities. Players get pledges from friends and family and perform skills over a set period of time to raise money. For example – 2,000 touches in 10 days.

Twenty Five Years of Quality

- Dedication to quality instruction for 25 yrs!
  - Unlike football and basket ball college recruiters in soccer evaluate players through the club and ODP system far more often than through the high school programs. CDSA's travel program has a solid reputation of producing quality athletes and students.
  - Over the past three years CDSA has produced:
    - College – over 100 college athletes
    - ODP
      - 121 State ODP Players
      - 7 Regional Players
      - 1 National Camp Player
    - CDSA Future - The first women's professional soccer team in Delaware competing in the WPSL and attracting several international athletes!
  - CDSA has also produced 8 State cup champions over the past 5 years!

Monday
1/14/2008

Economic Impact of a proper facility:

- Property Values:
  - Study by E^2 (Ecology of Economics)
  - Recreational Facility
    - 6% Property Value Increase.
      - The study suggest that homes within 1,500 yds of the facility sell for 6.5% more!
      - Example of how a soccer facility can increase tax revenue
        - » Number of Houses = 500
        - » Average Value = $150 m
        - » Average change / House = $ 4.5 m
        - » Property tax rate = 1.5 %
        - » Revenue increase for city = $ 69,500

Monday
1/14/2008

Economic Impact of a proper facility:

- Property Values:
- Tournaments:
  - Club Specific
    - 2 events (1 spring and 1 fall)

Team Count	125	150	200
Fundamental Impact	$2,508,525.00	$2,899,732.50	$3,860,000.00

  - ODP Regional's - are currently not held in the state of DE due to insufficient facilities – the host state is awarded the tournament for a two year period before it moves to another location.

Fundamental Impact	Year 1	Year 2	Total
	$4,791,780.00	$4,863,656.70	$9,655,436.70

Estimated minimum economic impact of the facility to our community - $ 2.6mm to $ 9.0mm

Monday
1/14/2008

	bfst	lunch	dinner
meals	3	3	4
avg cost / meal	$ 11.00	$ 9.00	$ 17.00
est rev / person	$ 33.00	$ 27.00	$ 68.00

ttl food / person	$ 128.00	
Food per event	$ 2,580,480.00	
	$ 2,619,187.20	

Merchandise			
per cap estimate	$ 4.50	per person	(4 days +)
merchandise	$ 90,720.00	per event	
	$ 92,080.80		

Hotel Rooms	
avg room rate	$ 99.00
Target Rooms	5040
Target nights/player	4.25
total room nights	21,420.00
room revenue per event	$ 2,120,580.00

Fundamental Impact	Year 1	Year 2	Total
	$ 4,791,780.00	$ 4,863,656.70	$ 9,655,436.70

	bfst	lunch	dinner
meals	2	2	3
avg cost / meal	$ 11.00	$ 9.00	$ 17.00
est rev / person	$ 22.00	$ 18.00	$ 51.00

ttl food / person	$ 91.00		
Team Count	125	150	200
Food per event	$ 819,000.00	$ 904,995.00	$ 1,077,440.00
Food per year	$ 1,638,000.00	$ 1,809,990.00	$ 2,154,880.00

Merchandise				
per cap estimate	$ 2.75	per person		
merchandise	$ 24,750.00	$ 27,348.75	$ 32,560.00	per event
merchandise	$ 49,500.00	$ 54,697.50	$ 65,120.00	per year

Hotel Rooms			
avg room rate	$ 89.00	$ 99.00	$ 125.00
Target Rooms	2250	2550	3200
Target nights/player	2.05	2.05	2.05
total room nights	4,612.50	5,227.50	6,560.00
room revenue per event	$ 410,512.50	$ 517,522.50	$ 820,000.00
room revenue per year	$ 821,025.00	$ 1,035,045.00	$ 1,640,000.00

Team Count	125	150	200
Fundamental Impact	$ 2,508,525.00	$ 2,899,732.50	$ 3,860,000.00

	No ODP Tournament			ODP Tournament w/ 125		ODP Tournament / 150		ODP Tournament / 200	
	125	150	200	yr 1	yr 2	yr 1	yr 2	yr 1	yr 2
Tax Revenue	$ 69,500.00	$ 69,500.00	$ 69,500.00	$ 69,500.00	$ 69,500.00	$ 69,500.00	$ 69,500.00	$ 69,500.00	$ 69,500.00
Merch	$ 49,500.00	$ 54,697.50	$ 65,120.00	$ 140,220.00	$ 141,581.00	$ 145,417.50	$ 146,778.50	$ 155,840.00	$ 157,201.00
Food	$1,638,000.00	$1,809,990.00	$2,154,880.00	$ 4,218,480.00	$ 4,257,187.00	$ 4,390,470.00	$ 4,429,177.00	$ 4,735,360.00	$ 4,774,067.00
Hotel	$ 821,025.00	$1,035,045.00	$1,640,000.00	$ 2,941,605.00	$ 2,973,413.70	$ 3,155,625.00	$ 3,187,433.70	$ 3,760,580.00	$ 3,792,388.70
Tournament Scenarios	$2,578,025.00	$2,969,232.50	$3,929,500.00	$ 7,369,805.00	$ 7,441,681.70	$ 7,761,012.50	$ 7,832,889.20	$ 8,721,280.00	$ 8,793,156.70

Assums a very conservative 1.5% growth rate inyear two of ODP programs - well below rate of inflation.