

COUNCIL COMMITTEE OF THE WHOLE

AGENDA



JULY 25, 2017 - 6:00 P.M.

**CITY HALL COUNCIL CHAMBERS
15 LOOCKERMAN PLAZA
DOVER, DELAWARE**

PUBLIC COMMENTS ARE WELCOMED ON ANY ITEM AND WILL BE PERMITTED AT APPROPRIATE TIMES. WHEN POSSIBLE, PLEASE NOTIFY THE CITY CLERK (736-7008 OR E-MAIL AT CITYCLERK@DOVER.DE.US) SHOULD YOU WISH TO BE RECOGNIZED.

SPECIAL PARKS, RECREATION, AND COMMUNITY ENHANCEMENT COMMITTEE

AGENDA ADDITIONS/DELETIONS

- 1. REQUEST FOR LETTER OF INTRODUCTION TO THE STATE SECRETARY OF AGRICULTURE TO REQUEST AN ASSESSMENT OF CONTINENTAL PARK (THOMAS DIX)**
- 2. DISCUSSION CONCERNING SAFETY AND VANDALISM ISSUES AT CITY PARKS**
- 3. CONTINENTAL PARK'S WORKSHOP UPDATE**
- 4. BACK TO SCHOOL GIVEAWAY AND RIB-OFF FUNDRAISER INITIATIVE**
- 5. MEETING AT GROTTOS PIZZERIA TO UPDATE COMMUNITY VOLUNTEERS ON FUTURE ACTIVITIES AND EVENTS FOR CITY PARK PROGRAMS**
- 6. ADJOURNMENT OF SPECIAL PARKS, RECREATION, AND COMMUNITY ENHANCEMENT COMMITTEE MEETING**

SAFETY ADVISORY AND TRANSPORTATION COMMITTEE

AGENDA ADDITIONS/DELETIONS

- 1. DEBRIEFING/POST-MORTEM ON FIREFLY MUSIC FESTIVAL (PRESENTATIONS BY THE DEPARTMENT OF PLANNING AND INSPECTIONS AND THE DOVER POLICE DEPARTMENT)
(COMMITTEE ACTION NOT REQUIRED)**
- 2. REVIEW OF CHAPTER 59 OF THE DOVER CODE - JUVENILE CURFEW (SUDLER)**
- 3. TRAFFIC SAFETY ISSUE ON KENTON ROAD (FOX HALL AND FOX HALL WEST AREA) (LINDELL AND POLCE)**
- 4. ADJOURNMENT OF SAFETY ADVISORY AND TRANSPORTATION COMMITTEE MEETING**

LEGISLATIVE, FINANCE, AND ADMINISTRATION COMMITTEE

AGENDA ADDITIONS/DELETIONS

- 1. PROPOSED RESOLUTION No. 2017-10 - ESTABLISHING THE “MAKING DOVER PROSPER” INITIATIVE (ANDERSON)**
- 2. STRENGTHENING OF THE TAX EXEMPTION REVIEW PROCESS (2017 BUDGET REVIEW - HARE)**
- 3. HEALTHCARE SUMMARY OF PROPOSALS**
- 4. ADJOURNMENT OF LEGISLATIVE, FINANCE, AND ADMINISTRATION COMMITTEE MEETING**

ADJOURNMENT OF COUNCIL COMMITTEE OF THE WHOLE MEETING

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From: [Roy Sudler Jr](#)
To: [Thomas Dix](#); [Polce, Tanner](#); [Slavin, Tim](#); [Hugg, Dave](#); [Mitchell, Donna](#); [Courtney, Carolyn](#); [City Clerks Office](#)
Subject: Re: LETTER OF INTRODUCTION
Date: Monday, July 10, 2017 3:21:23 PM

Good Afternoon Mr. Dix,

I will forward your request for approval from the Parks and Recreational Enhancement Committee for advisement and immediate action, for I am he Chair of Parks Committee, but certain request concerning letters from the Park's Committee must be discussed and approved by the Committee as a whole.

I will place this request on our next Parks and Recreational Enhancement Committee Meeting Agenda, where you can come forth and present your request to the committee. Please note that I am in favor of providing you with a Letter of Introduction.

Respectfully Submitted,

Roy Sudler, Jr.
Parks and Recreational Enhancement Committee Chairman

Sent from my iPhone

On Jul 9, 2017, at 8:32 AM, Thomas Dix <kathytomm@verizon.net> wrote:

DEAR ROY,

WHEN I SAW YOU IN CONTINENTAL PARK A FEW DAYS AGO, I ASKED YOU FOR A LETTER OF INTRODUCTION.

I WOULD LIKE TO APPROACH THE STATE SECRETARY OF AGRICULTURE. I WOULD LIKE TO REQUEST ASSISTANCE FROM THEIR OFFICE OF URBAN FORRESTRY.

CONTINENTAL PARK HAS A TWO ACRE FORREST THAT HAS BEEN ABANDONED FOR OVER FORTY YEARS. I WOULD LIKE TO REQUEST AN ASSESTMENT OF CONTINENTAL PARK FROM THE OFFICE OF URBAN FORRESTRY.

I KNOW THAT THE DEPT. OF AGRICULTURE HAS GRANTS FOR FOLLOW-UP IF THIS IS REQUIRED.

PLEASE REPLY.

SINCERELY,

THOMAS J. DIX
COL.(ret.) USAF

**CITY OF DOVER'S
PARK AND RECREATIONAL ENHANCEMENT COMMITTEE
ASSESSMENT & RECOMMENDATIONS**

**PARK ISSUES REPORTED TO THE
SAFETY AND TRANSPORTATION ADVISORY COMMITTEE**

On Jul 10, 2017, at 12:46 PM, Duca, Sharon <SDuca@dover.de.us> wrote:

Councilman Sudler,

As per our meeting last week I had noted that boxes had been installed over the electrical outlets at the primary pavilion at Dover Park. Unfortunately they boxes were vandalized the following day and will have to be replaced.

I would also like to bring to your attention the graffiti shown in the attached pictures. This was also performed recently, shortly after the staining and repairs to the pavilion were completed.

If you have any questions please let me know.

Thanks,

**SHARON J. DUCA, P.E.
PUBLIC WORKS DIRECTOR / CITY ENGINEER**

City of Dover Department of Public Works

P.O. Box 475

Dover, Delaware 19903

Phone: 302-736-7025

Fax: 302-736-4217

E-mail: sduca@dover.de.us

Sent from my iPhone



**CITY OF DOVER'S
PARK AND RECREATIONAL ENHANCEMENT COMMITTEE
ASSESSMENT & RECOMMENDATIONS**

ON JUL 10, 2017, AT 3:01 PM, ROY SUDLER JR
<ROYSUDLERJR@COMCAST.NET> WROTE:



That is Gang Activity Marking our City Parks.

This is what we are up against. We must come up with a strategy to set this **8-Block Gang Up**; so that we can make a strong statement that we aren't going anywhere!

Dover Park is in need of an Emergency Rescue from this Criminal Activity and Malicious Intent.

It's not going to be easy, but we must push forward and not be discouraged.

I will forward this concern to the Safety Advisory and Transportation Committee ASAP for Council Action.

Keep up the great work everyone and don't let this impact the spirit of this movement.

Councilman Sudler

On Jul 10, 2017, at 3:30 PM, Mailey, Marvin (CJ) <marvin.mailey@cj.state.de.us> wrote:

Dover Police will increase patrols in this area to deter this kind of activity.

Marvin Mailey

**CITY OF DOVER'S
PARK AND RECREATIONAL ENHANCEMENT COMMITTEE
ASSESSMENT & RECOMMENDATIONS**

RECOMMENDATIONS FROM PARK'S CHAIR

ROY SUDLER, JR.



- ✓ In an effort to help deter **Graffiti-Tagging, Smoking** and other unlawful activities at our parks, I suggest; and have donated **Imitation Security Camera** and **Warning Security Signs** to be installed inside Park Pavilions as an inexpensive monetary tool to measure if imitation cameras could actually help deter and secure our City Parks from vandalism.

The combined cost of these 2 items were less than **\$20.00**



**CITY OF DOVER'S
PARK AND RECREATIONAL ENHANCEMENT COMMITTEE
ASSESSMENT & RECOMMENDATIONS**

July 2017- Chair's Report

Submitted By: Roy Sudler, Jr. [4th District Councilman]

Chair Sudler's Special Update Committee Meeting

On **July 5, 2017, @ approximately 11:00 a.m.** I, Roy Sudler, Jr., called to order a **Special Update Committee Meeting** in regards to Dover Park and Continental Park.

In attendance was Donna Mitchell, Dave Hugg, Sharon Duca, Carolyn Courtney, Eddie Diaz and myself Roy Sudler, Jr.

The Topic of Discussion:

1. Continental Park's Community Input on Park Amenities Location ; and
2. Dover Park's Back to School Supply Give- Away and Rib-Off Fundraiser



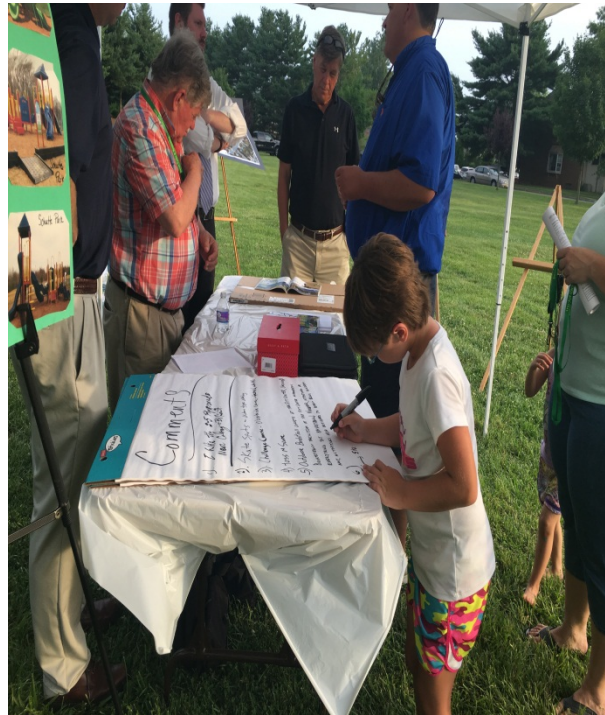
The **Bicentennial Community Members, Council Persons Tanner Polce, Mathew Lindell** , and myself Roy Sudler, Jr. as well as the Mayor and City Planner with Staff Members all attended the Work Shop for Continental Park.

[Please Review Pictures from Work Shop Event for Continental Park]

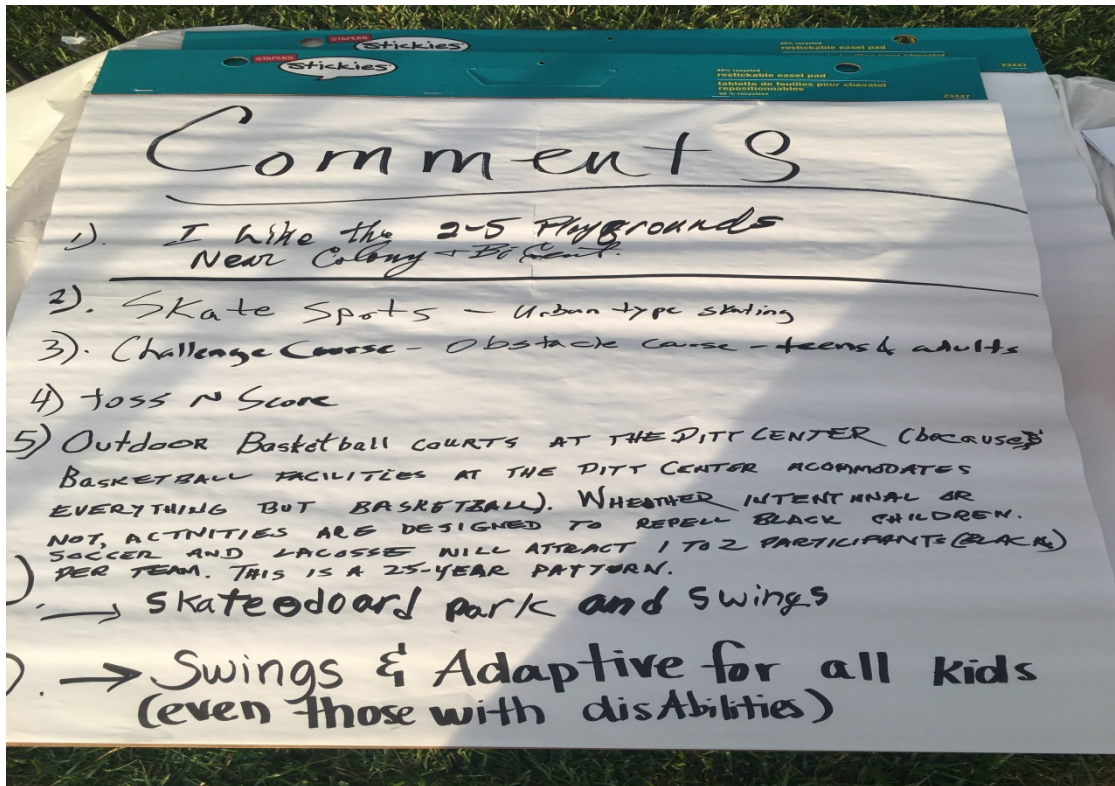
**CITY OF DOVER'S
PARK AND RECREATIONAL ENHANCEMENT COMMITTEE
ASSESSMENT & RECOMMENDATIONS**



RESIDENTS SUBMITTED THEIR COMMENTS FOR THE RECORD!



CITY OF DOVER'S
PARK AND RECREATIONAL ENHANCEMENT COMMITTEE
ASSESSMENT & RECOMMENDATIONS



REVIEWING A PLAN OF ACTION



**CITY OF DOVER'S
PARK AND RECREATIONAL ENHANCEMENT COMMITTEE
ASSESSMENT & RECOMMENDATIONS**



**THE CITY'S PARK AND RECREATIONAL DIVISION
WORKING HARD FOR THE PEOPLE!**



**CITY OF DOVER'S
PARK AND RECREATIONAL ENHANCEMENT COMMITTEE
ASSESSMENT & RECOMMENDATIONS**

August 26, 2017, @ approximately 12p.m. – 5p.m.

The Parks and Recreational Enhancement Committee in Partnership with FOP and PAL will conduct a **Back to School Supply Give-Away** and **Rib-OFF Contest Fundraiser** for White Oak and Continental Park, also known as Dover Park.



The **Fraternal Order of Police for the City of Dover** will orchestrate and disseminate the School Supply's Items, while the **Police Athletic League** will conduct the **5 on 5 Half-Court Basketball Tournament**.



The **Celebrity Judges for the Rib-Off Contest** will consists of one individual from each Council – District and one person representing the At-Large District for a total of **5 – Judges**. All Rib-Off Contestants will provide their own Grill, Ribs and Marinade Sauce to be cooked on a Charcoal Grill / Smoker. **“NO GAS-GRILLS”**

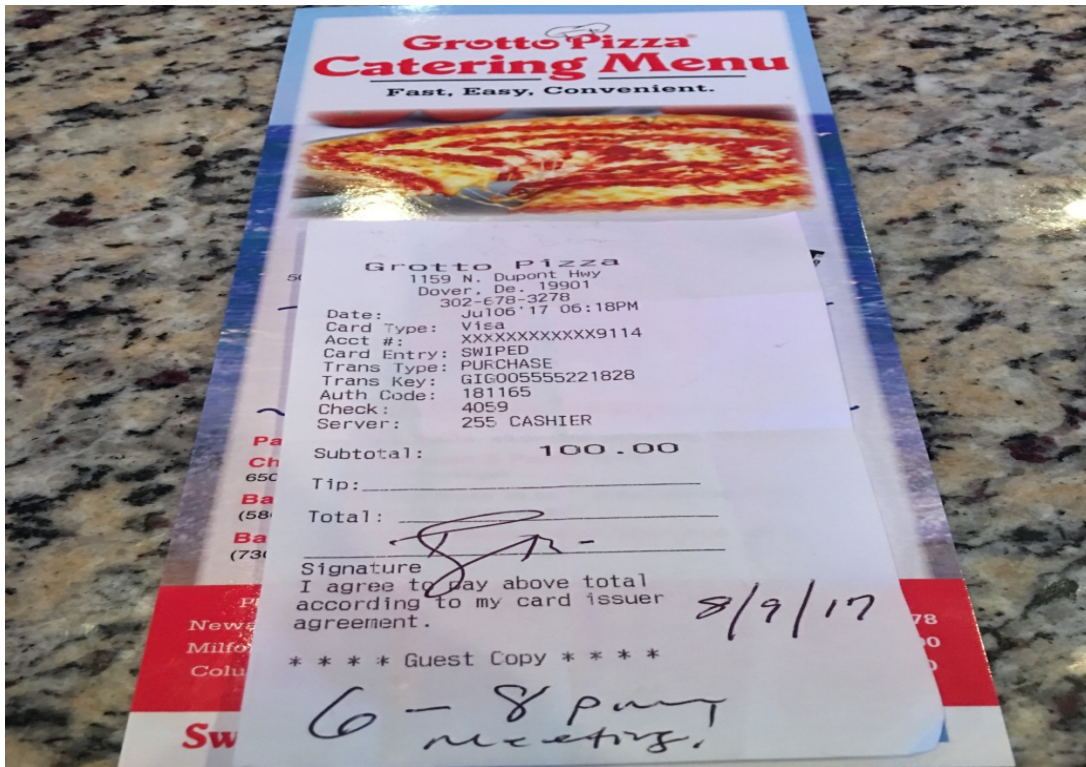
**CITY OF DOVER'S
PARK AND RECREATIONAL ENHANCEMENT COMMITTEE
ASSESSMENT & RECOMMENDATIONS**

Celebrity Judges and All-Taste Tester Participants will sign a **Release Waiver Form** to relinquish any liabilities for all eating activities sponsored in this Fundraiser Event. Also, **Free Hot Dogs and Hamburgers** will be provided to everyone between the hours of **12:00p.m. – 5:00 p.m.**

Additional conversation highlighted the need to activate and update those community members that signed up to volunteers for any Dover Park and Recreational Enhancement Committee Activity or Event in the City of Dover.

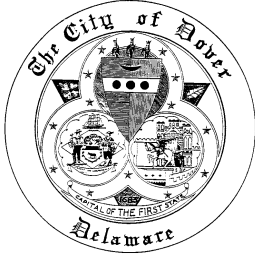
The Consensus of the Update Committee Meeting Members agreed to conduct a Social-Meeting for the Volunteers at Grotto's Pizzeria on **August 9, 2017 at 6p.m – 8p.m.**

**FUNDED BY PARKS AND RECREATIONAL ENHANCEMENT
COMMITTEE CHAIR - ROY SUDLER, JR.**



Additional Activities Scheduled for the Fundraiser Event and details have been provided for your review in the Parks and Recreational Enhancement Committees Meeting Packet.

[Please Review **July 5, 2017** Update Committee Meeting Minutes



MEMORANDUM

Department of Planning & Inspections
 P.O. Box 475
 Dover, Delaware 19903
 Phone: 302.736.7196 Fax: 302.736.4217

DATE: July 14, 2017

TO: City Council Committee of the Whole, Safety Advisory & Transportation Committee

FROM: Dave Hugg, Interim Director of Planning & Inspections
 Planning, Inspections, and Fire Marshal Staff

SUBJECT: Debriefing/Post-Mortem Report on 2017 Firefly Music Festival

The 2017 Firefly Music Festival was held June 15 through June 18, 2017 in The Woodlands located at the Dover International Speedway. Due to recent annexations a majority of the festival grounds are completely inside the City of Dover limits. An event such as this involves multiple sections of the Department including: Fire Marshal's Office, Planning Office, Permitting & Licensing, and Code Enforcement. The following summary of activities is provided. Also attached is the 2017 Firefly After Action Report from the Fire Marshal's Office.

Licenses & Permits			
Temporary Outdoor Activity Permit	Firefly Music Festival 2017	Permit for Event	\$500
Temporary Camping Areas	Dover International Speedway	Existing Permit for 2017 was amended for this event	No fee
Business Licenses (Festival Grounds)	Red Frog Entertainment	Entertainment Agent	\$188
	Red Frog Entertainment	Open Market Operator (221 vendors)	\$1821
Fireworks Permits	(Each Show Producer)	5 Fireworks Events @ \$25 each	\$125
RV/Camping Permits (Non-Festival Areas)	South of Leipsic Road Site (Kozel) and Home Depot Site	Fee per number of camping units	\$100
Business Licenses (Non-Festival Areas)	Itinerant Merchant Licenses	24 Licenses @ \$100 each	\$2400
TOTAL Fee Revenue			\$5134

Staff Activities & Hours		
Planning Office	Review of Temporary Outdoor Activity Permit Submission per <i>Zoning Ordinance</i> , Article 3 §18.1(l) and (m)	3 hours
Permits & Licensing Staff	Processing of Permits & Licenses for payment and issuance	1 hour
Code Enforcement Staff	Business License Checks in Non-Festival Areas (Thursday & Friday)	4 hours
Fire Marshal's Office	Pre-Planning Meetings Permit Reviews On-site at Event (Load-in, Inspections, Fireworks, etc.)	24 hours 6 hours 131.5 hours
TOTAL Staff Hours		169.5 hours

Overall, the 2017 Firefly Music Festival event went smoothly. Staff has identified a number of areas where improvements can be made in future years, both in the pre-event planning and permitting and the implementation. This Department of Planning and Inspections enjoys great communication with both Dover International Speedway and Red Frog Entertainment in regards to the planning and execution of the event, and we are confident that we will continue this positive relationship.

Attachment:

- 2017 Firefly After Action Report, Fire Marshal's Office

2017 Firefly After Action Report, Fire Marshal's Office

- The Fire Marshal's Office job is to ensure that all Fire and Life Safety items are in place and adhered to for the citizens, staff, and attendees of the Firefly Music Festival to have a safe experience.
- The Fire Marshal's Office is in constant communication with Dover International Speedway and Red Frog Events throughout the year in preparation for the Firefly Music Festival.
- The Special Event Permit is turned into The Fire Marshal's Office at least a month ahead of time. This permit is also reviewed by the Planning and inspections staff. Any changes to the festival after the permit submission must be done through change orders submitted to DIS and the Fire Marshal's Office. These changes must be approved by both agencies.
- There are also other permits submitted (usually camper permits) by individuals not associated with Dover International Speedway/Red Frog Events who conduct business during the festival as well. Staff reviews these permits and checks on them as well.
- The Fire Marshal's Office had at least one person onsite for the majority of the festival (at all times when the festival was open). The current two staff members put in a total of approximately 131.5 hours between Tuesday afternoon and Sunday evening. The following was conducted by staff who were onsite:
 - o Staff conducted a walkthrough of the entire festival. Several items were noted and passed onto Dover International Speedway to ensure compliance.
 - o Staff was onsite to ensure load in was conducted in accordance with office requirements. We did have several issues which were handled appropriately onsite.
 - o Several areas within the festival were constantly checked for capacity.
 - o Staff was onsite for pyrotechnics setup and testing. Staff was on stage when pyrotechnics was conducted. 5 shows had pyrotechnics.
 - o Staff was involved in a discussion in regards to how areas could be divided and utilized. Staff had to take into account for occupant load as well as the amount of exits available.
 - o Staff was involved with a last minute structure added to the main stage for one of the performances.
 - o We had three subjects receive burns, one employee from inside the festival was transported to Kent General Hospital (non-life threatening flash fire), one fan was a patient refusal (lot 18 due to cooking), and one employee from inside the festival was treated in med tent 1.
 - o Staff provided assistance and was involved with various questions that arose during the festival.
 - o Several drivable surfaces were installed in accordance with an agreement made.
- Items to address for the next festival:
 - o Lot 8 rules were not adhered to. This will be discussed in detail (an unauthorized structure was placed in the campground. This was designated as RV's and tents were also placed in the lot).

- Dover International Speedway security is needed in Lot 2 during load in (like lot 18). This is to ensure vehicles are pulled in and not turned around. City staff will be onsite throughout the night next year to ensure this is adhered to.
- The vendor camping behind the North Hub needs to be marked out like the other lots and all rules apply to this lot as well.
- A list of any/all vendors will need to be supplied. Any last minute vendors need to be approved. This year a van was placed in the middle of an emergency egress route (was moved when addressed). There was also cooking set up in an undesignated area.
- We will discuss cooking rules in general. All cooking needs to be conducted under a flame retardant tent. Several tents were flame resistant which included other questionable language. Our office will be researching these items and providing exact code on what needs to be in place.
- No household furniture is permitted in the camping lots. There will need to be a designated area for vehicles to pull over to (out of the way of load in) to remove any of these items immediately.
- The Loft needs to be discussed in detail. We will not allow the fence/chain to be in place. Any means of egress needs to be free. We can discuss what needs to be done if there is a desire to secure sections appropriately.
- Structure other than tents need to be properly identified as temporary structures (cocktails, Subway...)
- A meeting in reference to parking needs to take place with all parties involved in parking.
- Chief Carey advised me that the Dover Fire Department responded to 12 incidents during the festival.
- This was another successful festival within the City of Dover. I appreciate the outstanding working relationship our agency has with all of the other agencies onsite. A special thank you goes to Mark Hostetter and Jim Hosfelt of Dover International Speedway who the City of Dover Fire Marshal's Office mainly deals with for Fire and Life Safety compliance.



2017

**Dover Police Department
Firefly Music Festival
After Action Report**

Wednesday, June 14, 2017 to Monday, June 19, 2017

FIREFLY

music festival



**THE
WEEKND**

MUSE

**TWENTYONE
PILOTS**

**CHANCE
THE RAPPER**

**BOB
DYLAN
AND HIS BAND**

FLUME • WEEZER • THE SHINS • THIRTY SECONDS TO MARS
DILLON FRANCIS • MIKE SNOW • KESHA • FRANZ FERDINAND • GALANTIS
GLASS ANIMALS • TORY LANEZ • PHANTOGRAM • AFI • CAPITAL CITIES • OK GO
THE NAKED AND FAMOUS • KALEO • BUSTA RHYMES • BANKS • O.A.R. • BLEACHERS
BENNY BENASSI • LIL DICKY • MISTERWIVES • T-PAIN • SNAKEHIPS
DJ JAZZY JEFF • WALE • BOB MOSES • CASHMERE CAT • THE STRUMBELLAS
NAHKO AND MEDICINE FOR THE PEOPLE • DAYA • MATOMA • ILLENIUUM • GRYFFIN
FRANCIS AND THE LIGHTS • STICK FIGURE • SLUSHII • NF • BIG WILD • EDEN
THE WHITE PANDA • BISHOP BRIGGS • HAMILTON LEITHAUSER • SIR SLY
ALAN WALKER • LEWIS DEL MAR • JUDAH & THE LION • K. FLAY • MUNA
MAGGIE ROGERS • JACOB BANKS • SAM FELDT • SOFI TUKKER • MAGIC GIANT
BARNES COURTNEY • ANNA LUNOE • JONAS BLUE • BLOSSOMS • MEG MAC
RAINBOW KITTEN SURPRISE • SUNFLOWER BEAN • A R I Z O N A • SIR THE BAPTIST
QUINN XCII • JAMES TW • KAIYDO • CRYWOLF • ELOHIM • FICKLE FRIENDS
PARDISON FONTAINE • HANDSOME GHOST • KEVIN GARRETT • 888 • STEVE JAMES
SHAED • TAYLOR BENNETT • DREAMERS • WIN AND WOO • ALEX WILEY
SECRET WEAPONS • YOUNG BOMBS • ANDY FRASCO & THE U.N. • AYOKAY
FOREIGN AIR • GOODY GRACE • MONDO COZMO • NAWAS • ROZES • SAINT WKND
CVBZ • DEAD MAN FALL • WILDERADO • FLETCHER • SAVOIR ADORE • LAWRENCE
SPIRITUAL REZ • SALT CATHEDRAL • JARED & THE MILL • SUB-RADIO • WARM BREW
HAMISH ANDERSON • NEW MADRID • THE ORPHAN THE POET • WALKER LUKENS
ROADKILL GHOST CHOIR • OWEL • THE STEPPIN STONES • THE SOCIAL ANIMALS
THE LAWSUITS • REPEAT REPEAT • DEAL CASINO • ANIMAL YEARS • COLD ROSES
CARVERTON • MICHAEL BLUME • HDBEENDOPE • LOUIE LOUIE • TRIO • SHIZZ LO
FUTURE GENERATIONS • VITA AND THE WOOLF • ODDKIDOUT • QUITEHYPE
SHORT SLEEVE HEART • ASTRO 8000 • BENCOOLEN • MIR FONTANE • ARMANI LEE
DUDE RANCH & THE GIRL AT THE ROCK SHOW • CHILL MOODY • JOIE KATHOS
MILES CHANCELLOR • ILL FATED NATIVES • LUKE O'BRIEN • ANNA SHOEMAKER
HARDWORK MOVEMENT

JUNE 15-18, 2017 | THE WOODLANDS OF DOVER, DELAWARE

1. EXECUTIVE SUMMARY:

This report is produced to assist the Dover Police Department, Red Frog Events and the Dover International Speedway in identifying issues that emerged during the Firefly Music Festival and is being prepared by Lt. Christopher Hermance, Special Enforcement Unit Commander of the Dover Police Department.

The Dover Police Department's Mission Statement during this event was to secure and deploy the law enforcement resources necessary to protect and serve the interest of the citizens and City of Dover, while preserving the peace and ensuring that pedestrian and vehicular traffic flow in an orderly and systematic manner during the six days involving the Firefly Music Festival Weekend.

The Firefly Music Festival venue was split in years past between the jurisdiction of the Dover Police Department and the Delaware State Police. However, the area known as Division 3 and Lot 18 were annexed into the City of Dover and now fall under the Dover Police jurisdiction. Each agency works in conjunction with each other but is responsible as being the primary law enforcement agency to respond to and deal with complaints in their respective jurisdiction.

1.1 The Dover Police Department's Objectives were:

- 1.1.1 To maintain a professional, courteous presence during all activities associated with the event.
- 1.1.2 Identify, control and/or remove conditions that could threaten the public safety.
- 1.1.3 Practice pro-active policing ideas while addressing any criminal activity with the appropriate law enforcement response.
- 1.1.4 Network with and employ the assistance of other law enforcement agencies as needed to ensure public safety and smooth flow of traffic.

2. ESTIMATED ATTENDANCE & TIMES OF EVENTS:

The attendance for the event was approximately 90,000 people daily, with around 40,000 of those attending camping in the various campgrounds around the festival area. (Note: Camping sites sold and parking areas were located solely in Dover PD jurisdiction.)

Camping for the event began at 0600 on Wednesday, June 14, 2017 and ended on Monday, June 19, 2017 at approximately 1100 hours. The campers were provided with the rules of camping upon their purchase of the camp sites as well as the rules were posted on the Firefly website.

The promoter and city agreed that the music event was to start at 1200 hours each day and was scheduled to end at 0200 hours on Friday and Saturday and 2400 hours on Thursday and Sunday. Red Frog also had the "Hub" area open nightly after the venue was cleared for concert goers to enjoy additional activities.

3. PRIVATE SECURITY:

The promoter, Red Frog Events, contracted with Dover Downs International Speedway (DIS) and private security companies to staff different aspects of the venue. The role of private security at the event was to identify, control, and/or remove conditions that could threaten the peace, safety, and property of spectators, vendors, and/or staff at the event. Private security guards and event staff, staffed all entry and exit gates, as well as staffing all security posts, camping and parking areas, on both the exterior and interior of the event and camping. The private security company was responsible for conducting searches of all persons and property brought into the event. Additionally, DIS was required to manage all alcohol sales and operations due to their license requirements. DIS bartenders/servers were responsible for checking the identification of all patrons in any of the festival venues that served alcoholic beverages.

The security companies were a key element in the safety and security of the event. The following is breakdown of the security companies and their responsibilities during the event.

- 3.1 CSC handled all of the stage security
- 3.2 CSC-Division 2 and all VIP viewing areas
- 3.3 DIS Security handled the parking lot and camping areas
- 3.4 BCM West Entry Gate and Division 1
- 3.5 APEX Vehicle Entry Control Points
- 3.6 RMC East Entry Gate and Division 3

Private security was also responsible for patrolling the camping/parking lot areas 24 hours a day during the entire event. Security was responsible for deterring minor incidents in the parking lots such as tailgating, drinking, overnight camping and thefts as well as deterring minor incidents such as loud/disorderly persons and thefts from the camping areas.

During the event, the security staff liaised with law enforcement and handled all minor infractions that occurred on the event grounds, camping and parking areas. Large-scale crime issues were referred by the private security company to the Command Post for appropriate law enforcement intervention as deemed necessary by the Incident Commander of that respective jurisdiction.

4. AGENCIES INVOLVED:

- 4.1 **Dover Police Department** - As the primary law enforcement agency managed and deployed other law enforcement agencies as needed and retained law enforcement management responsibility for events that occurred in the jurisdiction of the Dover Police Department. They were also utilized to monitor, direct, and control traffic (pedestrian and vehicle) ingress and egress to the event in conjunction with the Delaware State Police, Delaware Department of Transportation and Dover Downs International Speedway and provided law enforcement/security at the venue.
- 4.2 **Delaware State Police** - As the secondary law enforcement agency managed and deployed and retained law enforcement management responsibility for events that occurred in their jurisdiction and Lot 18. They were also utilized to monitor, direct, and control traffic (pedestrian and vehicle) ingress and egress to the event in conjunction with the Dover Police Department, Delaware Department of Transportation and Dover Downs International Speedway and provided law enforcement/security at the venue.
- 4.3 **Dover Fire Company** – As the primary fire company was responsible for the overall fire safety and medical transportation during the event. Dover Fire coordinated with other fire companies to have ambulance and fire equipment staffed for the event which was supervised by a Fire Officer that was stationed at the Command Post. Due to the promoter of the event having a pyrotechnics display planned during the event, a Fire Marshal and Engine Crew was also present to monitor all pyrotechnic operations.
- 4.4 **Little Creek Fire Company** - was responsible for hazardous material safety.
- 4.5 **Belvedere Fire Company** - was responsible medical transportation.
- 4.6 **Bridgeville Fire Company** - was responsible medical transportation.
- 4.7 **Hartley Fire Company** - was responsible medical transportation.

- 4.8 **Delaware City Fire Company** - was responsible medical transportation.
- 4.9 **Leipsic Fire Company** - was responsible medical transportation.
- 4.10 **Carlisle Fire Company** - was responsible medical transportation.
- 4.11 **Christiana Fire Company** - was responsible medical transportation.
- 4.12 **Farmington Fire Company** - was responsible medical transportation.
- 4.13 **Kent County EMS** – was responsible for any severe or serious medical emergencies that cannot be treated by the on-site event first-aid staff.
- 4.14 **Dewey Beach Police Department** - was utilized to direct and control traffic ingress and egress for the event as well as patrol the parking lot, festival grounds and camping areas.
- 4.15 **Smyrna Police Department** - was utilized to direct and control traffic ingress and egress for the event as well as patrol the parking lot, festival grounds and camping areas.
- 4.16 **Capitol Police Department** - was utilized to direct and control traffic ingress and egress for the event as well as patrol the parking lot, festival grounds and camping areas.
- 4.17 **Laurel Police Department** - was utilized to direct and control traffic ingress and egress for the event as well as patrol the parking lot, festival grounds and camping areas.
- 4.18 **Felton Police Department** - was utilized to direct and control traffic ingress and egress for the event as well as patrol the parking lot and camping grounds.
- 4.19 **Milford Police Department** - was utilized to direct and control traffic ingress and egress for the event as well as patrol the parking lot, festival grounds and camping areas.
- 4.20 **Wyoming Police Department** - was utilized to conduct security at festival grounds cash house and was utilized to direct and control traffic ingress and egress for the event as well as patrol the parking lot and camping grounds.
- 4.21 **Camden Police Department** - was utilized to direct and control traffic ingress and egress for the event as well as patrol the parking lot, festival grounds and camping areas.

- 4.22 **Delaware State Police EOD** – was utilized to respond to and deal with any suspicious packages or items found or left in and around the grounds of the festival area and as well as Dover Downs property.
- 4.23 **Delaware Alcohol Tobacco Enforcement (DATE)** – staffed the event and provided uniformed and non-uniformed staff to monitor DATE compliance and assist with the interior event security and U/C operations.
- 4.24 **Delaware Joint Terrorism Task Force (JTTF)** – was utilized to provide undercover operations dealing with security issues in the parking areas and inside of the venue.
- 4.25 **Dover Police Department Drug, Vice, Organized Crime Unit (DVOC)** – was utilized to assist with security issues in the venue and the parking areas surrounding the venue. DVOC officers were used to identify any potential drug/crowd related problems.
- 4.26 **Clayton Police Department** - was utilized to direct and control traffic ingress and egress for the event as well as patrol the parking lot and camping grounds.
- 4.27 **Newark Police Department** - was utilized to direct and control traffic ingress and egress for the event as well as patrol the parking lot and camping grounds.
- 4.28 **Delmar Police Department** - was utilized to direct and control traffic ingress and egress for the event as well as patrol the parking lot and camping grounds.
- 4.29 **Wilmington Manor Fire Company** - was responsible medical transportation.
- 4.30 **Milton Police Department** - was utilized to direct and control traffic ingress and egress for the event as well as patrol the parking lot, festival grounds and camping areas.
- 4.31 **Dagsboro Police Department** - was utilized to direct and control traffic ingress and egress for the event as well as patrol the parking lot, festival grounds and camping areas.
- 4.32 **Goodwill Company** - was responsible medical transportation.
- 4.33 **Houston Fire Company** - was responsible medical transportation.
- 4.34 **Indian River Fire Company** - was responsible medical transportation.

- 4.35 **Kent & Queen Ann Rescue MDy** - was responsible medical transportation.
- 4.36 **Lewes Fire Company** - was responsible medical transportation.
- 4.37 **Marydel Fire Company** - was responsible medical transportation.
- 4.38 **Mid Sussex Rescue** - was responsible medical transportation.
- 4.39 **Odessa Fire Company** - was responsible medical transportation.
- 4.40 **Townsend Fire Company** - was responsible medical transportation.

5. COMMAND POST OPERATIONS:

An onsite Command Post was utilized for this event and was located at the southwest corner of Dover Downs Speedway property which is just north of Control Point #1 located on Leipsic Road.

The Command Post served as the logistical center for the Dover Police Department, Delaware State Police, Dover Fire and other involved Fire, Law Enforcement and Security agencies. The Command Post served as the central point of contact for all event supervisors and the promoter.

The personnel from last year's secondary command post in Division 4 were brought to the main command post as a unified command. Only authorized personnel were allowed in the Command Post and public safety compound.

Media and non-law enforcement personnel were not allowed to access any of the designated Command Post areas unless authorized by the Officer in Charge (OIC) or his designee.

6. COMMUNICATIONS:

The Firefly Festival was operated off of one radio frequency (KIOP2) for officers working traffic posts and security posts such as Festival and Campground Rove Patrols. This frequency was utilized by all law enforcement agencies.

A Dover Police Department Dispatcher staffed the Command Post 21 hours a day during the event. The Dispatcher handled all law enforcement event radio traffic and maintained a call log of important and relevant information and incidents.

Cellular phones were used as the primary means of communication with the undercover officers.

7. LOGISTICS:

All uniformed personnel were required to wear their reflective vest or the Dover Police Department high visibility Special Events Uniform, while on duty. Those that did not have one accessible were issued one to use during the duration of the event.

It was also anticipated that golf carts, flares, narcotics test kits, office supplies, office equipment, water, food, and other law enforcement equipment was going to be needed to properly carry out this plan. The Dover Police Department, Red Frog, Dover Downs International Speedway, Dover Fire, and the Delaware State Police provided the necessary logistics and support.

Equipment was issued at the time of check in at the Command Post or public safety compound. All issued equipment to include golf carts, radios, credentials, and operational books were required to be turned in immediately after the officer's assigned shift.

8. INTELLIGENCE:

The Delaware Information and Analysis Center (DIAC), Delaware's Fusion Center which serves as a critical component of Delaware's Homeland Security as well as Criminal Intelligence, Critical Infrastructure Protection and Statewide Law Enforcement investigative support prepared a threat assessment regarding the events associated with the Firefly festival and distributed same to the appropriated agencies that needed the information. Threat condition issued by DIAC was ELEVATED for the duration of the event.

9. FIRST AID/MEDICAL AID:

DIS and Red Frog provided contracted medical services (doctors and nurses) and staffed first aid stations throughout the venue. Kent County EMS personnel were also on hand to respond to calls for service.

The ambulances from the respective fire companies mentioned in paragraph 4 were stationed strategic locations throughout the festival and also at the public safety compound located at the back-a-house area and were available for response and transport if necessary. Dover Fire was in contact with the EMS supervisor as well as other medical staff at the event and coordinated any ambulance transportation that was required. All serious medical needs were transported to the Fan Care Center or Bay Health/KGH.

10. CALLS FOR SERVICE:

Traditionally, an event of this type averages 10-20 arrests a day along with numerous EMS calls. It was anticipated the number of arrests would be similar in nature and would range from illegal drugs to disorderly subjects. Officers were discouraged from attempting to make routine arrests often encountered with these types of events. The on-

site private security was given the first opportunity to resolve these types of problems. Police officers became involved only when absolutely necessary and/or when requested by private security.

The Joint Command Center/ Dover Police Department received 42 complaints related to the Firefly Events between Wednesday, June 15 at 1600 hours to Monday, June 20, 2015 at 1100 hours. Key complaints are broken down as follows:

- (1) Domestic Incident
- (4) Property Damage Crashes
- (2) Assault
- (5) Disorderly conduct
- (2) Drug
- (0) Fire
- (1) Fraud
- (1) Harassment
- (0) Missing person
- (0) Assist other agency
- (0) Public Assist
- (0) DUI
- (1) Found property
- (3) Suspicious events
- (2) Thefts
- (1) Welfare Check
- (0) Alcohol Violations
- (0) Animal Complaints
- (1) Criminal Mischiefs
- (0) Fights
- (0) Psychiatric Event
- (0) Terroristic Threatening
- (0) Traffic Violations
- (6) Trespass

The following are major drug arrests made by DVOC:

On 6/17/17 members of the DVOC Unit were conducting undercover operations in camp grounds of the Firefly music festival. During the course of the operation members of the DVOC Unit learned of a specific drug dealer who was providing crystalline MDMA which was causing extreme adverse side effects. Members of the unit located the dealer and conducted an undercover purchase from him. After the purchase the dealer and his associates were arrested. The arrest resulted in the seizure of 70.6 grams of cocaine, 58.2 grams of MDMA, 7 capsules of MDPV (Bath salts), 1.2 grams of marijuana, 2 doses of LSD, and \$9,838.00.

On Friday June 16, 2017, Officers from the Dover Police Departments Drug, Vice and Organized Crime Unit and Street Crime Unit were working in an undercover capacity in the Firefly Camp Grounds. During the operation, Detectives were able to make an undercover purchase of Ecstasy from Jordann Reeser (26 yoa) after which he was followed to his campsite. After Jordann Reeser was taken into custody a search of him and his belongings revealed the following items, \$1,948.00 United States Currency of suspected Drug Proceeds, 945 Ecstasy Pills, 40 Doses of LSD, 13.3 grams of MDMA, 3.2 grams of Crystal Methamphetamine, 1 gram of Cocaine and 39.9 grams of Mushrooms.

While Officers were conducting a search which revealed the above listed items, Jordann Reeser who was handcuffed attempted to flee from Police and was then apprehended following a brief foot pursuit and struggle which injured an Officer.

Jordann Reeser was charged with the following Criminal Offenses:

1. Possess Tier 5 Ecstasy
2. PWID Tier 4 Ecstasy
3. Possess Tier 5 Crystal MDMA
4. PWID Tier 4 Crystal MDMA
5. PWID Methamphetamine
6. PWID Cocaine
7. PWID LSD
8. Delivery of MDMA
9. Possess Tier 1 LSD
10. PWID Mushrooms
11. Assault 2nd Police Officer
12. Resisting Arrest with Force or Violence
13. Possession of Drug Paraphernalia

11. ITEMS REQUIRING IMPROVEMENT:

At the conclusion of the Firefly Music Festival, it was determined that there were several issues that needed to be addressed, dealt with and corrected for the 2018 Firefly Festival. Some of the issues that arose during the weekend which will be addressed in the upcoming meetings are as follows:

- Restriction on Motors crossing the bridge while the bridge was open to carts only. This was corrected on Saturday to allow the proper access. It is recommended that motors have bridge access during the entire event when carts have access.
- On Friday and Sunday traffic on Rt. 1 was heavy and slowed the access to Pit Stop lane.

- Communications within the festival itself particularly while a performance is on-going was severely hindered by the extreme sound levels. The location of the microphone mount on our Event Uniform is ill positioned and the audio is broadcast away from officers by design. Officers cannot hear any broadcasts while a large performance is on-going unless the microphone is held directly to one's ear now tying up one hand which obviously in an emergency situation is going to cause an issue. The mics are equipped with a 3.5mm port to allow for an earpiece which would assist officers in the festival to ensure they hear all emergency and non-emergency broadcasts which would greatly improve communications.
- Officers encountered numerous patrons who needed direction on where certain more important locations were. Depending on where officers were located at the time, it was difficult to say where these things were located or officers could only provide them a general direction to head because the location may have been quite a ways away (possibly leaving them lost again after they got part way there). After the first day of the festival, the paper maps were all, nonexistent and numerous people weren't carrying cell phones to use the app (or they didn't want to download it on their phone). The posting of more signs to provide direction would have been helpful. Examples of these important locations would be bathrooms, lost and found, water station, and the charging locations.
- Dispatchers - It would be advantageous to know the schedule of events and the number of people expected to attend well in advance, so the 911 manager can plan the dispatcher's schedules accordingly.
- The load in and out of the Carefree Camping area generated numerous traffic issues on Leipsic Road. Campers would continually stop their cars on the shoulder to unload and load their belongings. They stated they had no other place to do this. Upon arrival to the Festival they were advised to park track side and take their gear on foot to the site. This resulted in numerous subjects jumping the fence along Leipsic road which created a high risk for Campers to become impaled on. Recommend that loading and unloading for Carefree take place in the campground or in the adjacent bus parking area off of Plaza Drive.
- Access to a fixed power supply at the JOC to keep the SORT Equipment Vehicle and Armored Personnel Carrier on charge for the duration of the event.
- The JOC was very loud and Dispatchers had a tough time hearing their applicable radio channels. Headsets along with relocating the DPD positions in the JOC to the side room with Fire and EMS should resolve the issue.

12. CONCLUSION:

There was 4,091 of man hours managed by Dover PD (639 hours Municipal agencies) and 2,291 hours managed by the Delaware State Police. Considering the size of the event, from the Dover Police public safety standpoint, the 2017 Firefly Music Festival did not have any major issues. The communication and understanding of everyone's role during this festival has improved every year and as a result the overall day to day operations and safety of the event has improved. Planning for the 2018 Firefly Festival has already begun with the first meeting taking place July 12, 2017, at 1330 hours.

Firefly for 2018 is Wednesday June 13, 2018 – Monday June 18, 2018

COUNCILMAN SUDLER'S QUESTIONS REGARDING THE JUVENILE CURFEW ORDINANCE

1. Where is it posted in the City of Dover?
2. Reduction Rate Comparison Analysis for 2013-2016
3. How many City of Dover Juvenile Curfew Ordinance Employment Certificates have been filed?
 - a. Where to obtain the Employment Certificate (Pursuant to Sec. 59-3 (a) - 11)
4. Sec. 59-9 - Continuing Evaluation.
 - a. Report for 2013 - 2016 concerning the effect of this chapter on crimes committed by and against minors. The number of warnings issued and arrest of minors, parents, and operators (as Council may request).
 - b. Special permits and exceptional cases
5. Study to define what problems occur when enforcing Chapter 59 - Juvenile Curfew

Chapter 59 - JUVENILE CURFEW

Sec. 59-1. - Definitions.

When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular, and words in the singular number include the plural. The word "shall" is always mandatory and not merely directory. The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

City means the City of Dover, Delaware, with administrative offices at 15 Loockerman Plaza, Dover, Delaware.

Emergency means an unforeseen combination of circumstances or the resulting state that calls for immediate action. The term includes, but is not limited to, a fire, natural disaster, automobile accident, or any situation requiring immediate action to prevent serious bodily injury or loss of life.

Establishment means any privately owned place of business operated for a profit to which the public is invited, including, but not limited to, any place of amusement or entertainment.

Juvenile or *minor* means any unemancipated person under the age of 17 or, in equivalent phrasing often herein employed, any person 16 or fewer years of age.

Operator means any individual, firm, association, partnership, or corporation operating, managing, or conducting any establishment. The term includes the members or partners of an association or partnership and the officers of a corporation.

Parent means any person having legal custody of a juvenile:

- (1) As a natural or adoptive parent.
- (2) As a legal guardian.
- (3) As a person who stands in loco parentis.
- (4) As a person to whom legal custody has been given by court order.

Public place means any place to which the public or a substantial group of the public has access and includes, but is not limited to, streets, common areas of schools, shopping centers, parking lots, parks, playgrounds, transportation facilities, theaters, restaurants, shops, bowling alleys, taverns, cafes, arcades, and similar areas that are open to the use of the public. As a type of public place, a street is a way or place, of whatever nature, open to the use of the public as a matter of right for purposes of vehicular travel or, in the case of a sidewalk thereof, for pedestrian travel. "Street" includes that legal right-of-way, including, but not limited to, the cartway of traffic lanes, the curb, the sidewalks, whether paved or unpaved, and any grass plots or other grounds found within the legal right-of-way of a street.

Remain means to stay behind, to tarry, and to stay unnecessarily in a public place, including the congregating of groups (or of interacting minors) totaling four or more persons in which any juvenile involved would not be using the streets for ordinary or serious purposes such as mere passage or going home, or to fail to leave the premises of an establishment when requested to do so by a police officer or the operator of an establishment. To implement this provision with additional precision and precaution, numerous exceptions are expressly defined in this chapter. More exceptions become available with a juvenile's increasing years and advancing maturity as appropriate in the interest of reasonable regulation.

Time of night means based upon the prevailing standard of time, whether Eastern standard time or Eastern daylight savings time, generally observed at that hour by the public in the city, prima facie the time then observed in the city administrative offices and police station.

Years of age means continues from one birthday, such as the 16th, to (but not including the day of) the next, such as the 17th birthday, making it clear that 16 or fewer years of age is herein treated as equivalent to the phrase "under 17 years of age." Similarly, for example, 11 or fewer years of age means "under 12 years of age."

(Ord. No. 2012-06, 4-9-2012)

Sec. 59-2. - Curfew established.

- (a) *School year curfew.* It shall be unlawful for any person 16 years or fewer of age (under 17) to be or remain in or upon a public place within the City of Dover during the Caesar Rodney/Capital School District designated school year for the period ending at 6:00 a.m. and beginning:
 - (1) At 12:00 midnight on Friday and Saturday nights; and
 - (2) At 11:00 p.m. on all other nights.
- (b) *Summer curfew.* It shall be unlawful for any person 16 years or fewer of age (under 17) to be or remain in or upon a public place within the City of Dover during the Caesar Rodney/Capital School District designated summer break for the period ending at 6:00 a.m. and beginning:
 - (1) At 1:00 a.m. on Friday and Saturday nights; and
 - (2) At 12:00 midnight on all other nights.

(Ord. No. 2012-06, 4-9-2012)

Sec. 59-3. - Exceptions.

- (a) The following shall constitute valid exceptions to the operation of this chapter:
 - (1) *Accompanied by parent.* When a juvenile is accompanied by a parent of such juvenile.
 - (2) *Accompanied by authorized adult.* When a juvenile is accompanied by an adult authorized by a parent of such juvenile to take said parent's place in accompanying said juvenile for a designated period of time and purpose within a specified area.
 - (3) *Errand directed, in writing, by parent.* When the juvenile is on an errand as directed by his/her parent, provided that such juvenile shall have on his/her person a written note, signed by the juvenile's parent, stating:
 - a. The date and time that the note was written (which shall not be more than 24 hours before the time of the errand);
 - b. The name of the juvenile;
 - c. The name, address, and telephone number of the parent; and
 - d. The specific errand directed by the parent.
 - (4) *Emergency.* When a juvenile is assisting in an emergency, including, by way of example and not in limitation, responding as a member of a volunteer fire company to a fire company or paramedic call.
 - (5) *First amendment rights.* When a juvenile is exercising first amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech, and the right of assembly, by first delivering, to the person designated by the city's chief of police to receive such information, a written communication, signed by the juvenile and countersigned, if practicable, by a parent of the juvenile, with his/her home address and telephone number, specifying when, where, and in what manner the juvenile will be in a public place during hours when this chapter is applicable to said minor in the exercise of a first amendment right specified in such communication.
 - (6) *Reasonable necessity.* In case of reasonable necessity for the juvenile remaining in a public place, but only after the juvenile's parent has communicated to the chief of police or the person designated by the chief of police to receive such notifications the facts establishing the reasonable necessity relating to a specified public place at a designated time for a described purpose, including points of origin and destination. A copy of the communication, or of the police record thereof, duly certified by the chief of police to be correct, with an appropriate notation of the time it was received and of the names and addresses of the parent and juvenile, shall be admissible evidence.
 - (7) *On own or neighbor's property.* When a juvenile is on the sidewalk or property where the juvenile resides, or on either side of or across the street from the place where the juvenile resides, and the adult owner or resident of that property has given permission for the juvenile to be there.

- (8) *Returning home within one hour of official activity.* When a juvenile is returning home from, and within one hour of, the termination or closing of an official school, religious, or other recreational activity supervised by adults, sponsored by the City of Dover, a recognized charitable, benevolent, or civic association, or a similar entity that takes responsibility for the minor.
- (9) *Special permit (individual).* When authorized by special permit from the chief of police carried on the person of the juvenile thus authorized, as follows:
- a. When necessary nighttime activities of a juvenile may be inadequately provided for by other provisions of this chapter, then recourse may be had to the chief of police, either for a regulation as provided in subsection (a)(10) or for a special permit as the circumstances warrant.
 - b. Upon a finding of undue hardship and reasonable necessity for the use of a public place to the extent warranted by a written application signed by a juvenile and by a parent of the juvenile, if feasible, stating: the name, age, and address of the juvenile; the name, address, and telephone number of a parent thereof; the height, weight, sex, color of eyes and hair, and other physical characteristics of the juvenile; the necessity that requires the juvenile to remain upon a public place during the curfew hours otherwise applicable and the undue hardship that will result if such permit is not granted; the public place; and the beginning and ending of the period of time involved, by date and hour, the chief of police may grant a permit, in writing, for the juvenile's use of a public place at such hours as in the opinion of the chief of police may reasonably be necessary and consistent with the purposes of this chapter. In an emergency, this may be handled by prior telephone or other effective communication, with a corresponding record being made contemporaneously by the chief of police or by the person designated by the chief of police to act on his/her behalf in an emergency at the police station.
- (10) *Special regulation (group).* When authorized by regulation issued by the chief of police in other similar cases of reasonable necessity, similarly handled but adapted to reasonably necessary nighttime activities of more juveniles than can readily be dealt with on an individual special permit basis, but only where such juveniles will be under the active supervision of adults responsible for such juveniles. Normally such regulation by the chief of police permitting use of public places should be issued sufficiently in advance to permit appropriate publicity through news media and through other agencies, such as the schools, and shall define the activity, the scope of the use of the public places permitted, the period of time involved, not to extend more than one hour beyond the time for termination of the activity, and the reason for finding that the regulation is reasonably necessary and is consistent with the purposes of this chapter.
- (11) *Employment necessity.* When the juvenile is legally employed, going to or returning home from employment, and carries a certified card of employment, renewable each calendar month when the current facts so warrant, dated or reissued not more than 45 days previously, signed by the parent and employer and briefly identifying the juvenile, the addresses and telephone numbers of the juvenile's home and place of employment, and the juvenile's hours of employment. The city shall prepare a form to be used by employers for purposes of this subsection.
- (12) *Interstate or intrastate travel.* When the juvenile is, with parental consent, engaged in normal interstate or intrastate travel through the city or originating or terminating in the city.
- (13) *Married.* When the juvenile is married or has been married pursuant to state law.
- (14) *Operator of establishment.* In the case of an operator of an establishment, when the operator has notified the police that a juvenile was present on the premises of the establishment during curfew hours and refused to leave.
- (b) *Continuing consideration of exceptions.* Each of the foregoing exceptions and their several limitations, such as provisions for notification, are severable, as hereinafter provided but here reemphasized, and will be considered by council when warranted by future experience.

(Ord. No. 2012-06, 4-9-2012)

Editor's note— The city employment certificate form, referenced in subsection 59-3(a)(11), is set out at the end of this chapter.

Sec. 59-4. - Parental responsibility.

- (a) The foregoing exceptions to the operation of this chapter shall act only to create a waiver of enforcement and affirmative defense(s) to such enforcement. By authorizing such exceptions, neither the city nor any member of the police department shall assume any affirmative obligation or duty to supervise the well-being of any juvenile acting pursuant to such authorized exception.
- (b) It shall be unlawful for a parent having legal custody of a juvenile knowingly to permit or by inefficient control to allow the juvenile to remain in any city public place under circumstances not constituting an exception to, or otherwise beyond the scope of, this chapter. The term "knowingly" includes knowledge that a parent should reasonably be expected to have concerning the whereabouts of a juvenile in that parent's legal custody. This requirement is intended to hold a neglectful or careless parent up to a reasonable community standard of parental responsibility through an objective test. It shall, therefore, be no defense that a parent was completely indifferent to the activities or conduct or whereabouts of such juvenile.
- (c) It shall be unlawful for any parent to knowingly (as defined above) provide any false authorization, information or certification, written or verbal, to the Dover Police Department in order to obtain an exception to the operation of this chapter under section 59-3 hereof.

(Ord. No. 2012-06, 4-9-2012)

Sec. 59-5. - Operator responsibility.

It shall be unlawful for any operator of an establishment to knowingly permit a juvenile to remain at the establishment under circumstances not constituting an exception to, or otherwise beyond the scope of, this chapter. The term "knowingly" includes knowledge that an operator should reasonably be expected to have concerning the patrons of the establishment. The standard for "knowingly" shall be applied through an objective test: whether a reasonable person in the operator's position should have known that the patron was a juvenile in violation of this chapter.

(Ord. No. 2012-06, 4-9-2012)

Sec. 59-6. - Enforcement.

- (a) If a police officer reasonably believes that a juvenile is in a public place in violation of this chapter, the officer shall notify the juvenile that he/she is in violation of this chapter and shall require the juvenile to provide his/her name, address, and telephone number and how to contact his/her parent or guardian. In determining the age of the juvenile and in the absence of convincing evidence, such as a birth certificate, a police officer shall, in the first instance of violation of the chapter, use his/her best judgment in determining age.
- (b) The police officer shall issue the juvenile a written warning that the juvenile is in violation of this chapter and order the juvenile to go promptly home. The chief of police shall send the parent or guardian of the juvenile written notice of the violation pursuant to subsection (f) hereof.
- (c) Police procedures shall constantly be refined in the light of experience and may provide that the police officer may deliver to a parent or guardian thereof a juvenile under appropriate circumstances; for example, a juvenile of tender age, near home, whose identity and address may readily be ascertained or are known.
- (d) Notwithstanding subsection (b) of this section, when a juvenile has received one previous written warning for violation of this chapter or a police officer has reasonable grounds to believe that the juvenile has engaged in delinquent conduct, the procedure shall then be to take the juvenile to the police station where a parent or guardian shall immediately be notified to come for the juvenile, whereupon the parent or guardian and the juvenile shall be questioned. This is intended to permit ascertainment, under constitutional safeguards, of relevant facts and to centralize responsibility in the person designated there and then on duty for accurate, effective, fair, impartial, and uniform enforcement and recording, thus making available experienced personnel and access to information and records.
- (e) When a parent or guardian, immediately called, has come to take charge of the juvenile and the appropriate information has been recorded, the juvenile shall be released to the custody of such parent. If the parent cannot be located or fails to take charge of the juvenile, then the juvenile shall be released to the juvenile

authorities, except to the extent that, in accordance with police regulations approved in advance by juvenile authorities, the juvenile may temporarily be entrusted to an adult, neighbor, or other person who will on behalf of a parent or guardian assume the responsibility of caring for the juvenile pending the availability or arrival of a parent or guardian.

- (f) In the case of a first violation of this chapter by a juvenile, the chief of police shall, by certified mail, send to a parent or guardian written notice of the violation, with a warning that any subsequent violation will result in full enforcement of this chapter, including enforcement of parental responsibility and of applicable penalties.
- (g) For the first violation of this chapter by an operator of an establishment who permits a juvenile to remain on the premises, a police officer shall issue a written notice of the violation with a warning that any subsequent violation will result in full enforcement of the chapter, including enforcement of operator responsibility and of applicable penalties.
- (h) In any event the police officer shall, within 24 hours, file a written report with the chief of police or shall participate, to the extent of the information for which he/she is responsible, in the preparation of a report on the curfew violation. It is not the intention of this section to require extensive reports that will prevent police officers from performing their primary police duties. The reports shall be as simple as is reasonably possible and may be completed by police department personnel other than sworn police officers.

(Ord. No. 2012-06, 4-9-2012)

Sec. 59-7. - Violations and penalties.

(a) *Parents.*

- (1) *Offenses by the parent.* If, after the warning notice pursuant to section 59-6 of a first violation by a juvenile, a parent violates section 59-4 (in connection with a second violation by the juvenile), this shall be treated as a first offense by the parent. For offenses by a parent, the fines shall be as provided for in Appendix F—Fees and Fines. Any court of competent jurisdiction, upon finding a parent guilty, shall sentence the parent to pay this fine and the cost of prosecution.
- (2) *Personnel costs.* The parent or legal guardian having custody of a juvenile subject to this section shall be liable for all costs incurred by the City of Dover for providing personnel to remain in the company of a juvenile who has been detained as a curfew violator if the parent or guardian does not pick up the juvenile within one hour after receiving notice from the city that the city is detaining the juvenile for a curfew violation. The amount to be paid by the parent or guardian shall be as provided for in Appendix F—Fees and Fines.
- (3) The parent or legal guardian having custody of a juvenile subject to this section shall be liable for any fine or condition of restitution or reparation imposed by a court upon a curfew violator, provided that the curfew violator has not paid the fine or made restitution or reparation within the time ordered by the court and further provided that the parent or legal guardian has been made a party defendant in all enforcement proceedings against the curfew violator and shall be served with all citations, summons, complaints, notices, and other documents required to be served on the curfew violator defendant.

(b) *Juveniles.* Any juvenile who shall violate any of the provisions of this chapter more than three times shall be reported by the chief of police to the juvenile authorities as a juvenile in need of supervision, and the chief of police may proceed to file such charges with the courts as he/she may deem appropriate.

(c) *Operators.* If, after the warning notice pursuant to section 59-6 of a violation of this chapter, an operator of an establishment violates section 59-5 a second time, this shall be treated as a first offense by the operator. For offenses by an operator, the fines shall be as provided for in Appendix F—Fees and Fines.

(d) *False certification.* Any parent convicted of knowingly providing any false authorization, information or certification, written or verbal, to the Dover police department in violation of section 59-4(c) shall pay a fine as provided for in Appendix F—Fees and Fines.

(Ord. No. 2012-06, 4-9-2012)

Sec. 59-8. - Advisory opinions.

The city manager, after consultation with the city solicitor, is hereby authorized to give advisory opinions, in writing, which shall be binding and shall be adhered to by the police until the chapter is amended in such respect, interpreting terms, phrases, parts, or any provisions. Normally such advisory opinions shall be in response to good faith, signed letters addressed to the city manager or to a member of the city council questioning this chapter as ambiguous, having a potentially chilling effect on constitutional rights specifically invoked or otherwise invalid, in all three categories with respect to proposed conduct definitely described. This administrative remedy must be exhausted prior to presenting to any court a question in any of the three categories. The city council does not intend a result through the enforcement of this chapter that is absurd, impossible of execution, or unreasonable. Council intends that the chapter be held inapplicable in such cases if anywhere its application would be unconstitutional under the Constitution of the State of Delaware or the Constitution of the United States of America.

(Ord. No. 2012-06, 4-9-2012)

Sec. 59-9. - Continuing evaluation.

The city council shall continue its evaluation and updating of this chapter through methods including but not limited to the following:

- (1) Within six months after the implementation of this chapter, the chief of police shall provide the city council with a report concerning the effect of this chapter on crimes committed by and against minors and of the number of warnings issued and arrests of minors, parents, and operators hereunder and such other information as council may request.
- (2) On a regular basis, the city council shall receive informal reports of all exceptional cases hereunder of reasonable necessity, the notices of school and other activities, the special permits and the regulations authorized above, and the advisory opinions for consideration by the council in further updating and continuing evaluation of this chapter.

(Ord. No. 2012-06, 4-9-2012)

Sec. 59-10. - Notice.

Notice of the existence of this chapter and of the curfew regulations established by it shall be posted in, on, or about such public or quasi-public places as may be determined by the city manager or the police department in order that the public may be constantly informed of the existence of this chapter and its regulations.

(Ord. No. 2012-06, 4-9-2012)

City of Dover
 Juvenile Curfew Ordinance
 Employment Certificate

Pursuant to section 59-3(a)(11) of the City of Dover Juvenile Curfew Ordinance, this shall certify that:

Juvenile's name

Address

Address

is currently employed by:

Employer's name

Employer's address

Employer's address

Employer's telephone no.

and that he/she is scheduled to work during the following hours:

Sun. ____	Mon. ____	Tue. ____	Wed. ____
Thur. ____	Fri. ____	Sat. ____	

Parent's name (print)

_____	_____
Parent's signature	Employer's signature

Appendix F – Fees and Fines, Chapter 59. - Juvenile Curfew

Chapter 59. Juvenile Curfew	Fees and Fines
Sec. 59-7. Violations and penalties.	
Subsec. (a)(1) Offenses by the parent	First offense by a parent—\$50.00; each subsequent offense by a parent shall be increased by an additional \$20.00: e.g., \$70.00 for the second offense and \$90.00 for the third offense.
Subsec. (a)(2) Personnel costs incurred by the City of Dover for providing personnel to remain in the company of a juvenile who has been detained as a curfew violator if the parent or guardian does not pick up the juvenile within one hour after receiving notice from the city that the city is detaining the juvenile for a curfew violation	The hourly wage and cost of benefits of the city employee assigned to remain with the juvenile.
Subsec. (c) Operators—Any operator who knowingly permits a juvenile to remain at the establishment under circumstances not constituting an exception	\$50.00 for first offense by an operator; for each subsequent offense the fine shall be increased by an additional \$20.00: e.g., \$70.00 for the second offense and \$90.00 for the third offense
Subsec. (d) False certification—Any parent convicted of knowingly providing any false authorization, information or certification, written or verbal, to the Dover Police Department in violation of section 59-4(c)	\$50.00 for the first offense; for each subsequent offense the fine shall be increased by an additional \$20.00, plus costs

DEPARTMENT OF POLICE

James E. Hosfelt, Jr.
Chief of Police
F.B.I.N.A.



400 South Queen Street
Dover, Delaware 19904
302/736-7111
Fax 302/672-1842

October 18, 2012

Mayor Carey
Members of Council
City Hall
Dover, DE 19901

Mayor Carey and Council Members:

In accordance with Dover Code of Ordinances, specifically, Chapter 59 – Juvenile Curfew, the following information is being reported per Section 59-9(a), wherein it states; Within six months after implementation of this chapter, the Chief of Police shall provide the City Council with a report concerning the effect of this chapter on crimes committed by and against minors and of the number of warnings issued and arrests of minors, parents and operators hereunder and such other information as council may request.

A comparison was accomplished using the first six months this ordinance has been in effect (April – August 2012) and the same time period during the previous year. In 2011, between the months of April and August, 179 juveniles were arrested for a variety of crimes. Comparing this to the first six months the curfew has been in place, April – August 2012, 167 juveniles have been arrested, a 7% reduction from the previous year. Additionally, in accordance with this ordinance, there have been no warnings issued to any juvenile, parent or operator of any establishment.

Respectfully submitted,

James E. Hosfelt Jr.
Chief of Police

COUNCIL MINUTES HISTORY

CREATION OF CHAPTER 59 - JUVENILE CURFEW OF THE DOVER CODE OF ORDINANCES

EXCERPT OF NOVEMBER 13, 2012 CITY COUNCIL MEETING MINUTES

The Regular Council Meeting was held on November 13, 2012 at 7:30 p.m. with Council President Leary presiding. Council members present were Mr. Anderson, Mr. Lynn, Mr. Perza, Mrs. Williams, Mr. Hare, and Mr. Hutchison. Mr. Bonar was absent.

CURFEW ORDINANCE SIX-MONTH REPORT BY POLICE CHIEF

In accordance with Section 59-9(a) of the Dover Code, Police Chief Hosfelt submitted a Curfew Ordinance Six-Month Report.

By consent agenda, Mr. Hare moved for acceptance of the Curfew Ordinance Six-Month Report by Police Chief Hosfelt, seconded by Mr. Hutchison and carried by a unanimous roll call vote (Bonar absent).

EXCERPT OF APRIL 9, 2012 CITY COUNCIL MEETING MINUTES

The Regular Council Meeting was held on April 9, 2012 at 7:30 p.m. with Council President Leary presiding. Council members present were Mr. Anderson, Mrs. Russell, Dr. McGlumphy, Mr. Lynn, Mrs. Williams, Mr. Hare, and Mr. Hutchison. Mr. Bonar was absent.

FINAL READING - PROPOSED ORDINANCE #2012-06 CREATING A NEW CHAPTER 59 - JUVENILE CURFEW

The First Reading of the following proposed ordinance was accomplished during the Council Meeting of March 12, 2012.

Mr. Hare moved that the Final Reading of the proposed ordinance be acknowledged by title only, seconded by Mr. Anderson and unanimously carried.

Mr. Anderson stated that although he supports the intent of the ordinance, he has concerns with criminalizing behavior that is not necessarily criminal. As an example, he stated that his family had a foster child that was taught to stop and take a walk to relax themselves, and that it did not matter what time it was, even in the middle of the night. This individual went from being institutionalized to being a mother with coping skills. He noted that there are not enough police officers to enforce the curfew law uniformly and questioned if it would be enforced properly, certain neighborhoods being targeted, etc. and, as a result, his constituents are requesting that he vote no.

Mr. Hare assured members that the problems he observed were not in the Fourth District and suggested that the Fourth District be exempt from the law. He noted that although he had requested letters from anyone who felt that their child should be "walking" the streets at 1:00 a.m., he has received no such letters to date.

Mr. Hare moved for adoption of the proposed ordinance, seconded by Mr. Hutchison and by a roll call vote of six (6) yes, two (2) no (Mr. Anderson and Mrs. Russell), and one (1) absent (Mr. Bonar), Council adopted Ordinance #2012-06, as follows:

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF DOVER, IN COUNCIL MET:

That the Dover Code of Ordinances be amended by inserting a new Chapter 59 - Juvenile Curfew, to read as follows:

Chapter 59 - JUVENILE CURFEW

Sec. 59-1. - Definitions.

When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular, and words in the singular number include the plural. The word "shall" is always mandatory and not merely directory. The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

City means the City of Dover, Delaware, with administrative offices at 15 Loockerman Plaza, Dover, Delaware.

Emergency means an unforeseen combination of circumstances or the resulting state that calls for immediate action. The term includes, but is not limited to, a fire, natural disaster, automobile accident, or any situation requiring immediate action to prevent serious bodily injury or loss of life.

Establishment means any privately owned place of business operated for a profit to which the public is invited, including, but not limited to, any place of amusement or entertainment.

Juvenile or Minor means any unemancipated person under the age of 17 or, in equivalent phrasing often herein employed, any person 16 or fewer years of age.

Operator means any individual, firm, association, partnership, or corporation operating, managing, or conducting any establishment. The term includes the members or partners of an association or partnership and the officers of a corporation.

Parent means any person having legal custody of a juvenile:

- (1) As a natural or adoptive parent.
- (2) As a legal guardian.
- (3) As a person who stands in loco parentis.

- (4) As a person to whom legal custody has been given by court order.

Public Place means any place to which the public or a substantial group of the public has access and includes, but is not limited to, streets, common areas of schools, shopping centers, parking lots, parks, playgrounds, transportation facilities, theaters, restaurants, shops, bowling alleys, taverns, cafes, arcades, and similar areas that are open to the use of the public. As a type of public place, a street is a way or place, of whatever nature, open to the use of the public as a matter of right for purposes of vehicular travel or, in the case of a sidewalk thereof, for pedestrian travel. "Street" includes that legal right-of-way, including, but not limited to, the cartway of traffic lanes, the curb, the sidewalks, whether paved or unpaved, and any grass plots or other grounds found within the legal right-of-way of a street.

Remain means to stay behind, to tarry, and to stay unnecessarily in a public place, including the congregating of groups (or of interacting minors) totaling four or more persons in which any juvenile involved would not be using the streets for ordinary or serious purposes such as mere passage or going home, or to fail to leave the premises of an establishment when requested to do so by a police officer or the operator of an establishment. To implement this provision with additional precision and precaution, numerous exceptions are expressly defined in this chapter. More exceptions become available with a juvenile's increasing years and advancing maturity as appropriate in the interest of reasonable regulation.

Time of Night means based upon the prevailing standard of time, whether Eastern standard time or Eastern daylight savings time, generally observed at that hour by the public in the city, prima facie the time then observed in the city administrative offices and police station.

Years of Age means continues from one birthday, such as the 16th, to (but not including the day of) the next, such as the 17th birthday, making it clear that 16 or fewer years of age is herein treated as equivalent to the phrase "under 17 years of age." Similarly, for example, 11 or fewer years of age means "under 12 years of age."

Sec. 59-2. - Curfew established.

- (a) *School year curfew.* It shall be unlawful for any person 16 years or fewer of age (under 17) to be or remain in or upon a public place within the City of Dover during the Caesar Rodney/Capital School District designated school year for the period ending at 6:00 a.m. and beginning:
- (1) At 12:00 midnight on Friday and Saturday nights; and
 - (2) At 11:00 p.m. on all other nights.
- (b) *Summer curfew.* It shall be unlawful for any person 16 years or fewer of age (under 17) to be or remain in or upon a public place within the City of Dover during the Caesar Rodney/Capital School District designated summer break for the period ending at 6:00 a.m. and beginning:

- (1) At 1:00 a.m. on Friday and Saturday nights; and
- (2) At 12:00 midnight on all other nights.

Sec. 59-3. - Exceptions.

- (a) The following shall constitute valid exceptions to the operation of this chapter:
 - (1) *Accompanied by parent.* When a juvenile is accompanied by a parent of such juvenile.
 - (2) *Accompanied by authorized adult.* When a juvenile is accompanied by an adult authorized by a parent of such juvenile to take said parent's place in accompanying said juvenile for a designated period of time and purpose within a specified area.
 - (3) *Errand directed, in writing, by parent.* When the juvenile is on an errand as directed by his/her parent, provided that such juvenile shall have on his/her person a written note, signed by the juvenile's parent, stating:
 - a. The date and time that the note was written (which shall not be more than 24 hours before the time of the errand);
 - b. The name of the juvenile;
 - c. The name, address, and telephone number of the parent; and
 - d. The specific errand directed by the parent.
 - (4) *Emergency.* When a juvenile is assisting in an emergency, including, by way of example and not in limitation, responding as a member of a volunteer fire company to a fire company or paramedic call.
 - (5) *First amendment rights.* When a juvenile is exercising first amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech, and the right of assembly, by first delivering, to the person designated by the city's chief of police to receive such information, a written communication, signed by the juvenile and countersigned, if practicable, by a parent of the juvenile, with his/her home address and telephone number, specifying when, where, and in what manner the juvenile will be in a public place during hours when this chapter is applicable to said minor in the exercise of a first amendment right specified in such communication.
 - (6) *Reasonable necessity.* In case of reasonable necessity for the juvenile remaining in a public place, but only after the juvenile's parent has communicated to the chief of police or the person designated by the chief of police to receive such notifications the facts establishing the reasonable necessity relating to a specified public place at a designated

- time for a described purpose, including points of origin and destination. A copy of the communication, or of the police record thereof, duly certified by the chief of police to be correct, with an appropriate notation of the time it was received and of the names and addresses of the parent and juvenile, shall be admissible evidence.
- (7) *On own or neighbor's property.* When a juvenile is on the sidewalk or property where the juvenile resides, or on either side of or across the street from the place where the juvenile resides, and the adult owner or resident of that property has given permission for the juvenile to be there.
 - (8) *Returning home within one hour of official activity.* When a juvenile is returning home from, and within one hour of, the termination or closing of an official school, religious, or other recreational activity supervised by adults, sponsored by the City of Dover, a recognized charitable, benevolent, or civic association, or a similar entity that takes responsibility for the minor.
 - (9) *Special permit (individual).* When authorized by special permit from the chief of police carried on the person of the juvenile thus authorized, as follows:
 - a. When necessary nighttime activities of a juvenile may be inadequately provided for by other provisions of this chapter, then recourse may be had to the chief of police, either for a regulation as provided in subsection (a)(10) or for a special permit as the circumstances warrant.
 - b. Upon a finding of undue hardship and reasonable necessity for the use of a public place to the extent warranted by a written application signed by a juvenile and by a parent of the juvenile, if feasible, stating: the name, age, and address of the juvenile; the name, address, and telephone number of a parent thereof; the height, weight, sex, color of eyes and hair, and other physical characteristics of the juvenile; the necessity that requires the juvenile to remain upon a public place during the curfew hours otherwise applicable and the undue hardship that will result if such permit is not granted; the public place; and the beginning and ending of the period of time involved, by date and hour, the chief of police may grant a permit, in writing, for the juvenile's use of a public place at such hours as in the opinion of the chief of police may reasonably be necessary and consistent with the purposes of this chapter. In an emergency, this may be handled by prior telephone or other effective communication, with a corresponding record being made contemporaneously by the chief of police or by the person designated by the chief of police to act on his/her behalf in an emergency at the police station.
 - (10) *Special regulation (group).* When authorized by regulation issued by the chief of police in other similar cases of reasonable necessity, similarly handled but adapted to reasonably necessary nighttime activities of more juveniles than can readily be dealt with on an individual special permit basis, but only where such juveniles will be under the active

- supervision of adults responsible for such juveniles. Normally such regulation by the chief of police permitting use of public places should be issued sufficiently in advance to permit appropriate publicity through news media and through other agencies, such as the schools, and shall define the activity, the scope of the use of the public places permitted, the period of time involved, not to extend more than one hour beyond the time for termination of the activity, and the reason for finding that the regulation is reasonably necessary and is consistent with the purposes of this chapter.
- (11) *Employment necessity.* When the juvenile is legally employed, going to or returning home from employment, and carries a certified card of employment, renewable each calendar month when the current facts so warrant, dated or reissued not more than 45 days previously, signed by the parent and employer and briefly identifying the juvenile, the addresses and telephone numbers of the juvenile's home and place of employment, and the juvenile's hours of employment. The city shall prepare a form to be used by employers for purposes of this subsection.
- (12) *Interstate or intrastate travel.* When the juvenile is, with parental consent, engaged in normal interstate or intrastate travel through the city or originating or terminating in the city.
- (13) *Married.* When the juvenile is married or has been married pursuant to state law.
- (14) *Operator of establishment.* In the case of an operator of an establishment, when the operator has notified the police that a juvenile was present on the premises of the establishment during curfew hours and refused to leave.
- (b) *Continuing consideration of exceptions.* Each of the foregoing exceptions and their several limitations, such as provisions for notification, are severable, as hereinafter provided but here reemphasized, and will be considered by Council when warranted by future experience.
- Sec. 59-4. - Parental responsibility.
- (a) The foregoing exceptions to the operation of this chapter shall act only to create a waiver of enforcement and affirmative defense(s) to such enforcement. By authorizing such exceptions, neither the city nor any member of the police department shall assume any affirmative obligation or duty to supervise the well-being of any juvenile acting pursuant to such authorized exception.
- (b) It shall be unlawful for a parent having legal custody of a juvenile knowingly to permit or by inefficient control to allow the juvenile to remain in any city public place under circumstances not constituting an exception to, or otherwise beyond the scope of, this chapter. The term "knowingly" includes knowledge that a parent should reasonably be expected to have concerning the whereabouts of a juvenile in that parent's legal custody. This requirement is intended to hold a neglectful or careless parent up to a reasonable community standard of

parental responsibility through an objective test. It shall, therefore, be no defense that a parent was completely indifferent to the activities or conduct or whereabouts of such juvenile.

- (c) It shall be unlawful for any parent to knowingly (as defined above) provide any false authorization, information or certification, written or verbal, to the Dover police department in order to obtain an exception to the operation of this chapter under Sec. 59-3 hereof.

Sec. 59-5. - Operator responsibility.

It shall be unlawful for any operator of an establishment to knowingly permit a juvenile to remain at the establishment under circumstances not constituting an exception to, or otherwise beyond the scope of, this chapter. The term "knowingly" includes knowledge that an operator should reasonably be expected to have concerning the patrons of the establishment. The standard for "knowingly" shall be applied through an objective test: whether a reasonable person in the operator's position should have known that the patron was a juvenile in violation of this chapter.

Sec. 59-6. - Enforcement.

- (a) If a police officer reasonably believes that a juvenile is in a public place in violation of this chapter, the officer shall notify the juvenile that he/she is in violation of this chapter and shall require the juvenile to provide his/her name, address, and telephone number and how to contact his/her parent or guardian. In determining the age of the juvenile and in the absence of convincing evidence, such as a birth certificate, a police officer shall, in the first instance of violation of the chapter, use his/her best judgment in determining age.
- (b) The police officer shall issue the juvenile a written warning that the juvenile is in violation of this chapter and order the juvenile to go promptly home. The chief of police shall send the parent or guardian of the juvenile written notice of the violation pursuant to subsection (f) hereof.
- (c) Police procedures shall constantly be refined in the light of experience and may provide that the police officer may deliver to a parent or guardian thereof a juvenile under appropriate circumstances; for example, a juvenile of tender age, near home, whose identity and address may readily be ascertained or are known.
- (d) Notwithstanding subsection (b) of this section, when a juvenile has received one previous written warning for violation of this chapter or a police officer has reasonable grounds to believe that the juvenile has engaged in delinquent conduct, the procedure shall then be to take the juvenile to the police station where a parent or guardian shall immediately be notified to come for the juvenile, whereupon the parent or guardian and the juvenile shall be questioned. This is intended to permit ascertainment, under constitutional safeguards, of relevant facts and to centralize responsibility in the person designated there and then on duty for accurate, effective, fair, impartial, and uniform enforcement and recording, thus making available experienced personnel and access to information and records.

- (e) When a parent or guardian, immediately called, has come to take charge of the juvenile and the appropriate information has been recorded, the juvenile shall be released to the custody of such parent. If the parent cannot be located or fails to take charge of the juvenile, then the juvenile shall be released to the juvenile authorities, except to the extent that, in accordance with police regulations approved in advance by juvenile authorities, the juvenile may temporarily be entrusted to an adult, neighbor, or other person who will on behalf of a parent or guardian assume the responsibility of caring for the juvenile pending the availability or arrival of a parent or guardian.
- (f) In the case of a first violation of this chapter by a juvenile, the chief of police shall, by certified mail, send to a parent or guardian written notice of the violation, with a warning that any subsequent violation will result in full enforcement of this chapter, including enforcement of parental responsibility and of applicable penalties.
- (g) For the first violation of this chapter by an operator of an establishment who permits a juvenile to remain on the premises, a police officer shall issue a written notice of the violation with a warning that any subsequent violation will result in full enforcement of the chapter, including enforcement of operator responsibility and of applicable penalties.
- (h) In any event the police officer shall, within 24 hours, file a written report with the chief of police or shall participate, to the extent of the information for which he/she is responsible, in the preparation of a report on the curfew violation. It is not the intention of this section to require extensive reports that will prevent police officers from performing their primary police duties. The reports shall be as simple as is reasonably possible and may be completed by police department personnel other than sworn police officers.

Sec. 59-7. - Violations and penalties.

- (a) *Parents.*
 - (1) *Offenses by the parent.* If, after the warning notice pursuant to Sec. 59-6 of a first violation by a juvenile, a parent violates Sec. 59-4 (in connection with a second violation by the juvenile), this shall be treated as a first offense by the parent. For offenses by a parent, the fines shall be as provided for in Appendix F - Fees and Fines. [First offense by a parent - \$50, and for each subsequent offense by a parent the fine shall be increased by an additional \$20: e.g., \$70 for the second offense and \$90 for the third offense.[Locate in Appendix F] Any court of competent jurisdiction, upon finding a parent guilty, shall sentence the parent to pay this fine and the cost of prosecution.
 - (2) *Personnel costs.* The parent or legal guardian having custody of a juvenile subject to this section shall be liable for all costs incurred by the City of Dover for providing personnel to remain in the company of a juvenile who has been detained as a curfew violator if the parent or guardian does not pick up the juvenile within one hour after receiving notice from the city that the city is detaining the juvenile for a curfew violation. The amount to

- be paid by the parent or guardian shall be as provided for in Appendix F - Fees and Fines. [Locate in Appendix F] [based on the hourly wage of the city employee who is assigned to remain with the juvenile plus the cost of benefits for that employee.]
- (3) The parent or legal guardian having custody of a juvenile subject to this section shall be liable for any fine or condition of restitution or reparation imposed by a court upon a curfew violator, provided that the curfew violator has not paid the fine or made restitution or reparation within the time ordered by the court and further provided that the parent or legal guardian has been made a party defendant in all enforcement proceedings against the curfew violator and shall be served with all citations, summons, complaints, notices, and other documents required to be served on the curfew violator defendant.
- (b) *Juveniles.* Any juvenile who shall violate any of the provisions of this chapter more than three times shall be reported by the chief of police to the juvenile authorities as a juvenile in need of supervision, and the chief of police may proceed to file such charges with the courts as he/she may deem appropriate.
- (c) *Operators.* If, after the warning notice pursuant to Sec. 59-6 of a violation of this chapter, an operator of an establishment violates Sec. 59-5 a second time, this shall be treated as a first offense by the operator. For offenses by an operator, the fines shall be as provided for in Appendix F - Fees and Fines. [Locate in Appendix F] [\$50, and for each subsequent offense by an operator the fine shall be increased by an additional \$20: e.g., \$70 for the second offense and \$90 for the third offense.]
- (d) *False certification.* Any parent convicted of knowingly providing any false authorization, information or certification, written or verbal, to the Dover police department in violation of Sec. 59-4(c) shall pay a fine as provided for in Appendix F - Fees and Fines. [Locate in Appendix F] [\$50 for the first offense, and for each subsequent offense the fine shall be increased by an additional \$20, plus costs.]

Sec. 59-8. - Advisory opinions.

The city manager, after consultation with the city solicitor, is hereby authorized to give advisory opinions, in writing, which shall be binding and shall be adhered to by the police until the chapter is amended in such respect, interpreting terms, phrases, parts, or any provisions. Normally such advisory opinions shall be in response to good faith, signed letters addressed to the city manager or to a member of the city council questioning this chapter as ambiguous, having a potentially chilling effect on constitutional rights specifically invoked or otherwise invalid, in all three categories with respect to proposed conduct definitely described. This administrative remedy must be exhausted prior to presenting to any court a question in any of the three categories. The city council does not intend a result through the enforcement of this chapter that is absurd, impossible of execution, or unreasonable. Council intends that the chapter be held inapplicable in such cases if anywhere its application would be unconstitutional under the Constitution of the State of Delaware or the Constitution of the United States of America.

Sec. 59-9. - Continuing evaluation.

The city council shall continue its evaluation and updating of this chapter through methods including but not limited to the following:

- (a) Within six months after the implementation of this chapter, the chief of police shall provide the city council with a report concerning the effect of this chapter on crimes committed by and against minors and of the number of warnings issued and arrests of minors, parents, and operators hereunder and such other information as council may request.
- (b) On a regular basis, the city council shall receive informal reports of all exceptional cases hereunder of reasonable necessity, the notices of school and other activities, the special permits and the regulations authorized above, and the advisory opinions for consideration by the council in further updating and continuing evaluation of this chapter.

Sec. 59-10. - Notice.

Notice of the existence of this chapter and of the curfew regulations established by it shall be posted in, on, or about such public or quasi-public places as may be determined by the city manager or the police department in order that the public may be constantly informed of the existence of this chapter and its regulations.

City of Dover
Juvenile Curfew Ordinance
Employment Certificate

Pursuant to Sec. 59-3(a) - 11 of the City of Dover Juvenile Curfew Ordinance, this shall certify that:

Juvenile's name

Address

Address

is currently employed by:

Employer's name

Employer's address

 Employer's address

 Employer's telephone no.

and that he/she is scheduled to work during the following hours:

Sun. _____ Mon. _____ Tue. _____ Wed. _____

Thur. _____ Fri. _____ Sat. _____

 Parent's name (print)

 Parent's signature

 Employer's signature

BE IT FURTHER ORDAINED THAT Appendix F - Fees and Fines, be amended by inserting the following text:

Chapter 59 - Juvenile Curfew			
Sec. 59-7	Violations and penalties.		
	Subsec. (a)(1)	Offenses by the parent	First offense by a parent - \$50; each subsequent offense by a parent shall be increased by an additional \$20: e.g., \$70 for the second offense and \$90 for the third offense.
	Subsec. (a)(2)	Personnel costs incurred by the City of Dover for providing personnel to remain in the company of a juvenile who has been detained as a curfew violator if the parent or	The hourly wage and cost of benefits of the city employee assigned to remain with the juvenile

		guardian does not pick up the juvenile within one hour after receiving notice from the city that the city is detaining the juvenile for a curfew violation.	
	Subsec. (c)	Operators - Any operator who knowingly permits a juvenile to remain at the establishment under circumstances not constituting an exception	\$50 for first offense by an operator; for each subsequent offense the fine shall be increased by an additional \$20: e.g., \$70 for the second offense and \$90 for the third offense.
	Subsec. (d)	False certification - Any parent convicted of knowingly providing any false authorization, information or certification, written or verbal, to the Dover police department in violation of Sec. 59-4(c)	\$50 for the first offense; for each subsequent offense the fine shall be increased by an additional \$20, plus costs.

ADOPTED: APRIL 9, 2012

EXCERPT OF MARCH 12, 2012 CITY COUNCIL MEETING MINUTES

The Regular Council Meeting was held on March 12, 2012 at 7:30 p.m. with Council President Leary presiding. Council members present were Mr. Anderson, Mr. Lynn, Mr. Bonar, Mrs. Williams, Mr. Hare, and Mr. Hutchison. Mrs. Russell and Dr. McGlumphy were absent.

**SAFETY ADVISORY AND TRANSPORTATION COMMITTEE REPORT -
 FEBRUARY 29, 2012**

The Safety Advisory and Transportation Committee met on February 29, 2012 with Chairman Hutchison presiding.

Proposed Ordinance - #2012-06 Creating a New Chapter 59 - Juvenile Curfew

Mr. Hare reviewed Proposed Ordinance #2012-06 - Chapter 59 - Juvenile Curfew and explained that the proposed ordinance mimics the City of Milford's juvenile curfew ordinance. He noted that the proposal was the result of his participation in numerous "ride alongs" with the Dover Police Department. Mr. Hare felt that there was no reason for individuals under the age of 17 to be out in the late night/early

morning hours. During his “ride alongs,” he observed several 13 to 14-year-olds walking the streets at 2:00 a.m. When questioned by the police, these juveniles indicated that they would be going home, only to be observed walking the streets again at 3:00 a.m. or 4:00 a.m. He advised members that the police indicated that they have no authority to take action in this regard.

Referring to the comments submitted by Mrs. Russell, dated February 29, 2012, Mr. Hare advised members that his observations were made in various areas throughout the City and not just in the Fourth District. He indicated that the State of Delaware does not have a curfew law. Mr. Hare felt that the proposed ordinance includes provisions that would allow a juvenile with legitimate reasons to be out late in the evening or early morning hours and addresses other concerns that may be raised.

Responding to Mr. W. Hutchison, Chief Hosfelt indicated that the proposed ordinance would provide police officers a useful tool and he did not feel that enforcement would place a burden on the Police Department.

The Committee recommended adoption of Proposed Ordinance #2012-06 - Chapter 59 - Juvenile Curfew.

Mr. Hutchison moved for approval of the Committee’s recommendation, seconded by Mr. Hare.

In response to Mr. Bonar, City Solicitor Rodriguez indicated that there can be problems whenever an individual’s rights are restricted. He encouraged the Police Chief to maintain records to provide statistics indicating that the ordinance is a benefit to the City.

Mr. Anderson stated his concerns that residents of the Fourth District will feel that they are targeted by the ordinance and, although this may not be the case, it is the perception of his constituents. He felt that there should be a sunset provision that would remove the curfew law if it is found not to be effective.

Responding, Mr. Hare suggested that residents of the Fourth District write a letter explaining why they feel that 13 and 14-year-olds should be out at 2:00 and 2:30 in the morning. He advised members that when he participated in a “ride along” with police officers, he observed these children in all areas of the City and not just the Fourth District.

The motion to approve the Committee’s recommendation for adoption of Proposed Ordinance #2012-06 - Chapter 59 - Juvenile Curfew was carried by a roll call vote of six (6) yes, one (1) no (Mr. Anderson), and two (2) absent (Mrs. Russell and Dr. McGlumphy). (The First Reading of the ordinance will take place during the latter part of the meeting.)

FIRST READING - PROPOSED ORDINANCES

Council President Leary reminded the public that copies of the proposed ordinances were available at the entrance of the Council Chambers or could be obtained from the City Clerk's Office. Final action by Council on the proposed ordinances will take place during the Council Meeting of April 9, 2012.

In accordance with Section 1-9 of the Dover Code, Council acknowledged the First Reading of the proposed ordinances as read by the City Clerk, by title only, as follows:

ORDINANCE #2012-07 WITH LF&A-1 - INCENTIVES FOR REDEVELOPMENT OF VACANT
COMMERCIAL BUILDINGS

ORDINANCE #2012-06 - CREATING A NEW CHAPTER 59 - JUVENILE CURFEW

ORDINANCE #2012-08 WITH S-1 - AMENDING CHAPTER 70 - OFFENSES AND
MISCELLANEOUS PROVISIONS

/dld

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COMPLAINT #	ACCIDENT DATE-TIME	REPORT CLASSIFICATION	PRIMARY CONTRIBUTING CIRCUMSTANCE	WEATHER CONDITIONS	INJURY	HIT & RUN	SPEEDING
5012033867	12/9/2012 15:18	NON-REPORTABLE	FAILED TO YIELD RIGHT OF WAY	RAIN	NO	NO	YES
5013021635	8/7/2013 18:29	NON-REPORTABLE	DRIVER INATTENTION, DISTRACTION, OR FATIGUE	CLOUDY	NO	NO	YES
5013033529	12/6/2013 15:37	NON-REPORTABLE	FOLLOWING TOO CLOSE	RAIN	NO	NO	YES
5014003781	2/14/2014 2:30	NON-REPORTABLE	OTHER ENVIRONMENTAL CIRCUMSTANCES - WEATHER, GLARE	SNOW	NO	NO	YES
5014004371	2/21/2014 17:39	NON-REPORTABLE	FAILED TO YIELD RIGHT OF WAY	CLOUDY	NO	NO	YES
5015001239	1/15/2015 7:13	NON-REPORTABLE	ANIMAL IN ROADWAY - OTHER ANIMAL	CLEAR	NO	NO	YES
5015023019	8/11/2015 9:49	PROPERTY DAMAGE ONLY	DRIVER INATTENTION, DISTRACTION, OR FATIGUE	RAIN	NO	NO	YES
5015023677	8/17/2015 11:51	PERSONAL INJURY CRASH	DRIVER INATTENTION, DISTRACTION, OR FATIGUE	CLEAR	YES	NO	YES
5015025073	8/28/2015 10:30	NON-REPORTABLE	FAILED TO YIELD RIGHT OF WAY	CLEAR	NO	NO	YES
5015025835	9/4/2015 10:50	NON-REPORTABLE	FOLLOWING TOO CLOSE	CLEAR	NO	NO	YES
5015026857	9/12/2015 23:51	NON-REPORTABLE	OTHER	CLEAR	NO	NO	YES
5015031256	10/21/2015 19:00	NON-REPORTABLE	MADE IMPROPER TURN	CLEAR	NO	NO	YES
5016004315	2/9/2016 14:03	PERSONAL INJURY CRASH	OTHER	CLOUDY	YES	NO	YES
5016015479	5/14/2016 21:40	PROPERTY DAMAGE ONLY	DRIVING IN A CARELESS OR RECKLESS MANNER	CLEAR	NO	NO	NO
5016023652	7/14/2016 17:46	PROPERTY DAMAGE ONLY	DRIVING IN A CARELESS OR RECKLESS MANNER	CLEAR	NO	NO	NO
5016026748	8/9/2016 13:39	PROPERTY DAMAGE ONLY	OTHER	CLOUDY	NO	NO	NO
5016030894	9/13/2016 8:55	NON-REPORTABLE	FAILED TO YIELD RIGHT OF WAY	CLEAR	NO	NO	YES
5016040291	12/1/2016 22:22	PROPERTY DAMAGE ONLY	DRIVER INATTENTION, DISTRACTION, OR FATIGUE	CLEAR	NO	NO	NO
5016043343	12/28/2016 18:34	PROPERTY DAMAGE ONLY	FAILED TO YIELD RIGHT OF WAY	CLEAR	NO	NO	YES
5017011036	4/11/2017 11:31	PERSONAL INJURY CRASH	DRIVING IN AN AGGRESSIVE MANNER	CLEAR	YES	YES	YES

City of Dover

MAYOR AND COUNCIL

1 **PROPOSED COUNCIL RESOLUTION NO. 2017-10**

2 **A RESOLUTION PROPOSING THE "MAKING DOVER PROSPER" INITIATIVE**

3 **WHEREAS**, the City of Dover has a tradition of being friendly to business, enjoying the benefits of a strong
4 and diverse economy; and

5 **WHEREAS**, the City is in a globally competitive environment necessitating that it adopts cutting edge best
6 practices for business recruitment and retention; and

7 **WHEREAS**, many businesses are often intimidated by the array of governmental requirements and
8 regulations, causing them to make costly errors due to a lack of information and guidance; and

9 **WHEREAS**, business prospects of all sizes are attracted by an efficient, cooperative government; and

10 **WHEREAS**, there exists a positive, cooperative and coordinated framework among the various city
11 departments to help in "Making Dover Prosper"; and

12 **WHEREAS**, the City promotes an ethic of "Community Excellence through Quality Service"; and

13 **WHEREAS**, The City offers an extensive number of incentives throughout the city to encourage business
14 investment.

15 **NOW, THEREFORE, BE IT RESOLVED:**

16 Section 1. That the City Council directs the City Manager and the Director of Planning and Community
17 Development to develop and make available at customer service locations and city offices,
18 and on the City website, information designed to be a "road map" to city services, including
19 utilities, trash collection, business incentives, economic development contacts, planning and
20 inspections processes, sign regulations and such other information deemed useful to persons
21 wishing to open, relocate or expand a business in the City.

22 Section 2. That the City Council directs the City Manager and Director of Planning and Community
23 Development to develop and implement a process to simplify, streamline and make more
24 user-friendly the licensing, permitting and inspection processes, to include creating a system
25 to allow applicants to self-check the status of their application remotely.

26 Section 3. That the City Council further directs the City Manager and Director of Planning and
27 Community Development to:

28 a) Establish a working group or groups as appropriate to review the City's codes and
29 ordinances, promotional and marketing activities, website, outreach and assistance,
30 and organizational structures as they relate to business recruitment and retention; and

- 31 b) Consult with local, county and state economic development entities as appropriate
- 32 to identify opportunities to facilitate exchange of information, coordination, and
- 33 development of a shared vision for "Making Dover Prosper"; and

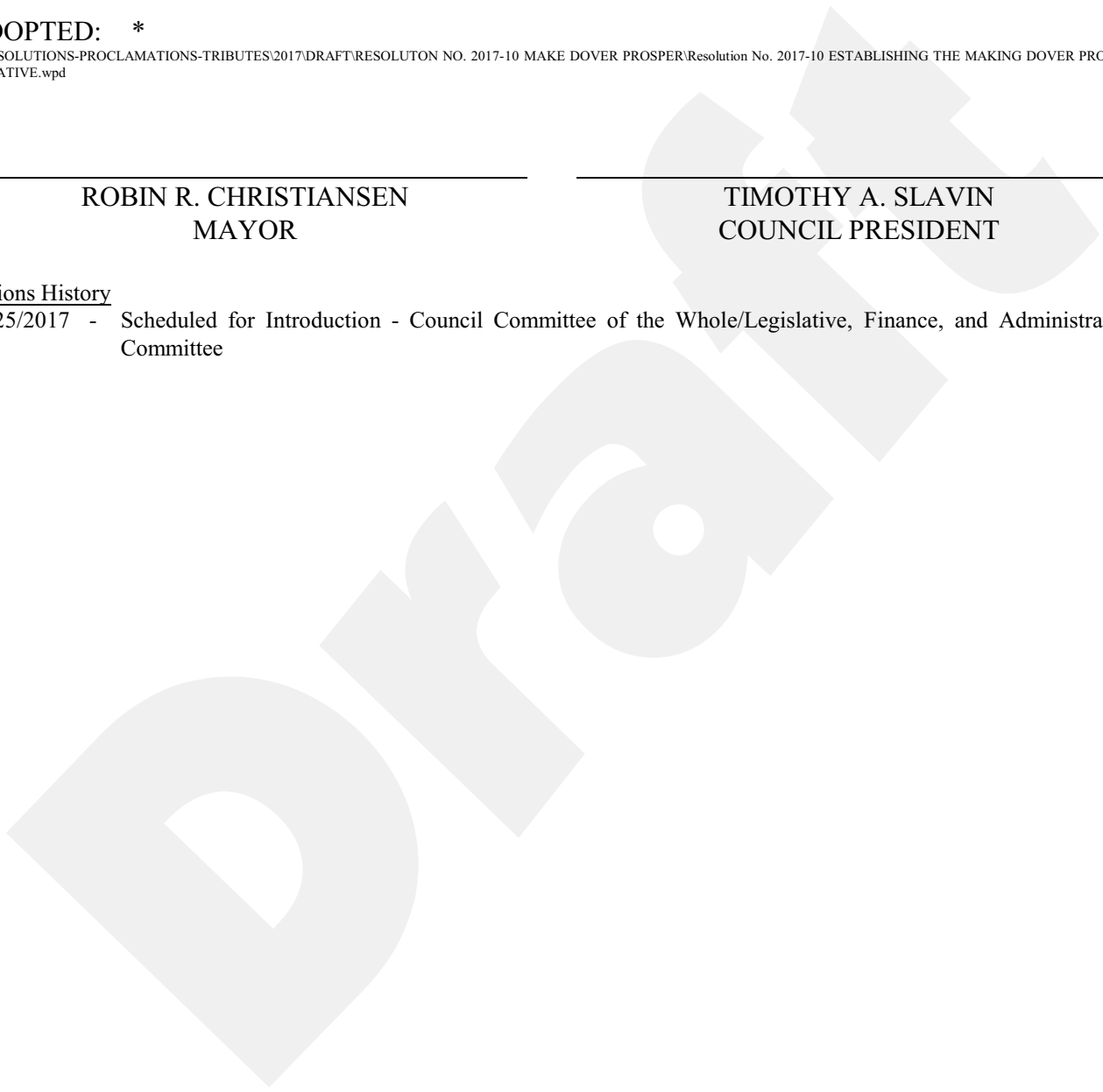
- 34 c) Report to City Council not later than October 31, 2017 with recommendations and
- 35 a path forward.

36 **ADOPTED:** *
37 S:\RESOLUTIONS-PROCLAMATIONS-TRIBUTES\2017\DRAFT\RESOLUTON NO. 2017-10 MAKE DOVER PROSPER\Resolution No. 2017-10 ESTABLISHING THE MAKING DOVER PROSPER
38 INITIATIVE.wpd

39 _____
40 ROBIN R. CHRISTIANSEN
41 MAYOR

TIMOTHY A. SLAVIN
COUNCIL PRESIDENT

42 Actions History
43 07/25/2017 - Scheduled for Introduction - Council Committee of the Whole/Legislative, Finance, and Administration
44 Committee





MEMORANDUM

TO: Legislative, Finance and Administration Committee Members

CC: All Members of Council

FROM: Kim Hawkins, Human Resources Director
Donna Mitchell, Acting City Manager

DATE: July 19, 2017

RE: Health and Prescription Request for Proposals

Introduction

The Human Resources Department was charged with advertising a Request for Proposal (RFP) for health/medical care and prescription insurance benefit for the employees, retirees and dependents of the City of Dover (COD) through a fully insured format. Coverage, benefits and providers must be as good or better than current plan features. Since December 2016 the Human Resources Department has been working on the Request for Proposal (RFP). Final submissions were received on May 19, 2017. A cost analysis of the two (2) submissions was conducted and is presented here for your review and consideration. In addition, details regarding our plan and demographics as referenced in the RFP are presented.

Background

Employees and retirees have been participants in the State of Delaware group health and prescription plan since July 1, 1999. The City is permitted to participate in the State of Delaware plan per Delaware Code. Prior to July 1999, the City was self-insured using a third-party administrator. The self-insurance program experienced significant losses due to a couple of catastrophic claims and was carrying a deficit fund balance.

The City has approximately 338 full time employees, 2 part-time eligible employees and 263 retirees and spouses who are eligible to enroll in the City's insurance plans. Employees reside in the State of Delaware and Maryland. Retirees live throughout the United States, however primarily on the Delmarva Peninsula.

Except for those retirees and surviving spouses who are enrolled in Medicare Part D, when an employee enrolls in health care, enrollment in the prescription plan is automatic. Upon eligibility for Medicare Part B, retirees are required to enroll. Current coverage changes to a Medicfill plan.

Participation in the State of Delaware plan is indicated in three (3) of the four (4) collective bargaining agreements (CBA). Exhibit A provides the language that is contained in each of the collective bargaining agreements and the Personnel Policy as it relates to health care and cost sharing. Through negotiations

reference to the State plan has been removed from the FOP (police) collective bargaining agreement. IBEW and AFSCME collective bargaining agreements expired on June 30, 2017.

Active negotiations are currently occurring or will shortly. The DOE collective bargaining agreement expires on June 30, 2018. Continuing effects to remove language from the three (3) CBAs will be made.

Indicated below is the composition of each group of employees.

Employee Unit	Membership
Fraternal Order of Police Lodge 15 (FOP)	99
IBEW Local 1238 International Brotherhood of Electric Workers	34
Dover Organization of Employees (DOE)	120
AFSCME; Delaware Public Employees Council 81, AFSCME AFL-CIO on behalf of Local 2356	41
Employees not represented by a bargaining unit, including the Mayor (Non-Bargaining)	44 (full-time) 2 (part-time)

The State plan typically only provides coverage to active employees and their eligible dependents. Dover's retirees were permitted to enroll in error. Shall the decision be made to withdraw from the State plan, we would be ineligible to reapply for entrance for at least three (3) years and our retirees would not be permitted to rejoin. The City would need to maintain separate plans, non-Medicare and Medicare supplement plan, for them. This would require city staff to administer separate plans for the two (2) groups (active employees and retirees). The retirees and their eligible dependents would create their own risk pool. The would create the potential for larger than normal premium increases as premiums would be based on their loss ratios. The typical younger and healthier population would not be in this risk pool. The risk pool would be comprised of only mature individuals. Higher premiums would cause an increase in costs to retirees and the City. The current blended cost sharing for retirees is 10% retiree and 90% city. Upon re-entry into the State plan, the city would incur a set up charge of \$2,000. This is the current rate and is subject to change.

The State plan has experienced the following premium increases over the past five (5) years.

Active Employees		Retirees	
Date	Percentage	Date	Percentage
7/1/2013	6.36%	1/1/2013	(18.2%)
7/1/2014	.37%	1/1/2014	6.89%
7/1/2015*	9.74%	1/1/2015	.42%
9/1/2015*	7.1%	1/1/2016	17.36%
7/1/2016	7.67%	1/1/2017	7.6%
7/1/2017	0%		

*Two (2) increases in FY16

Request for Proposals

The two RFP proposals presented an assumption of a 4.75% rate increase from July 1, 2017 to January 1, 2018. The State’s Employee Benefit Committee is having frequent and active discussions on possible forth coming changes to be effective January 2018. Changes could include, however not limited to, plan design changes, implementation of deductibles on plans currently with no deductible and premium increases.

Our intent to terminate coverage with the State requires notification to the State of Delaware by April 1 for a termination date of June 30. Based on this guideline, the earliest the City could exit the State plan would be June 30, 2018.

L&W Insurance and the Still Insurance Agency submitted a response to the RFP. Both submission presented pricing and plan designs from Highmark Delaware. The premiums and plan designs were identical. The plans were comparable to the City’s current plan designs. The variation was in the administration cost. L&W’s administration fee was \$50,000 per plan year. Still Insurance proposed \$19 per month for each non-Medicare plan and \$5 per month for each Medicare plan. With a monthly rate, the administration fee is subject to change based on the number of employees/retirees enrolled. L&W would administer the plan with members of their staff. Still Insurance utilized a third-party administrator (TPA), Savoy.

In June 2017 the total health care premium paid was \$640,664. Of this amount \$30,430 represents the 5% risk fee the State imposes to the City, \$1,744 in administration fee and \$608,490 in premiums. Employees and retirees contribute an average of 13.5% of the total payment while the City contributed an average of 86.5%. Please note, each year the City is responsible for a \$1,000 renewal fee. This fee is over and above the monthly administration and contract fee.

The average percentage rates for active employees is 15.7% and 84.3% for the city. The average percentage rates for retirees is 9.7% and 90.3% for the city.

The chart below demonstrates the proposed savings as a result of the RFPs.

	FY17	FY18
City Premiums	\$608,489.62	\$608,489.62
Proposed Premiums	(548,069.21)	(573,729.03)
Monthly Savings	\$60,420.41	\$34,760.59
Risk Fee & Admin	32,174.36	32,174.36
Total Savings - June	\$92,594.77	\$66,934.95
Annualized	\$1,111,137.24	\$803,219.40
Employer Estimate	\$961,355.94	\$694,945.42
Employee Estimate	\$149,781.30	\$108,273.98
Annual Broker Fees		
L & W	\$50,000.00	Flat Fee
Still	\$115,512.00	\$19 under 65; \$5 over 65

*Administrative fees are not included in the cost savings indicated in the above chart.

With a change of this magnitude, communication will be critical to employees and retirees. The administration of the plan will shift from the State to City Staff. Administration will include such activities as RFP solicitation, review and implementation of any changes and frequent stewardship meetings to determine enhancements and modification for claim/disease management to contain costs.

If the decision is made to further explore exiting the State's health insurance interviews will be held with the two (2) vendors to learn more specifics about their RFP proposals and the process involved in the transition. Management will continue to focus on removing reference to the State plan in the three (3) collective bargaining agreements.

Exhibit A

IBEW LOCAL 1238

INTERNATIONAL BROTHERHOOD OF ELECTRIC WORKERS

14. HEALTH CARE INSURANCE PAYMENTS

A. The City participates in the State of Delaware Group Health Insurance Program and employees are entitled to select their desired level of coverage from the options available thereunder.

The City will pay 100% of the monthly premium for individual employee coverage. For employees who elect dependent coverage the City will contribute 75% of the dependent premium and the employee shall pay the remaining 25%.

Effective July 1, 2014, employees will be responsible for 15% of the total monthly health care premium, regardless of plan or tier (individual, child(ren), spouse, family) selection. The City will contribute 85% towards the total monthly health care premium regardless of plan or tier (individual, child(ren), spouse, family) selection.

For employees hired on or after July 1, 2014, the City will contribute 80% towards the total monthly health care premium, regardless of plan or tier (individual, child(ren), spouse, family) selection. The employee will be responsible for the remaining 20% of the total monthly health care premium.

15. RETIREMENT HEALTH CARE

The City shall provide retirement health coverage for those employees who retire directly from the City with unreduced pension payments subject to the following:

For the City employee/retiree hired before July 1, 2014, the City will pay 100% of the individual retiree premium. For the City employee/retiree hired on or after July 1, 2014, the City will pay 80% of the individual retiree monthly premium. The employee/retiree will pay the remaining 20% of the individual monthly premium.

For retirees whose start date is prior to July 1, 1986, the City will pay 75% of the cost of insurance for dependents.

For those employees/retirees whose start date is July 1, 1986 or after, the City shall not pay any amount of dependent insurance. However, upon retirement these employees may purchase dependent coverage under the City's plan at group rates at their own expense.

A person who enrolls in the 401 pension option will have the same retirement health care and terminal leave options as granted to employees in the regular retirement plan.

DOVER ORGANIZATION OF EMPLOYEES (DOE)

21. HEALTH CARE INSURANCE PAYMENTS

The City participates in the State of Delaware Group Health Insurance Program and employees are entitled to select their desired level of coverage from the options available thereunder.

For employees who are hired prior to December 22, 2015 the City will pay 85% of the total monthly insurance premium regardless of plan or tier (employee, child(ren), spouse or family) coverage. The employee will pay 15% of the total monthly insurance premium regardless of plan or tier (employee, child(ren), spouse or family) coverage.

For employees who are hired on or after December 22, 2015 the City will pay 80% of the total monthly insurance premium regardless of plan or tier (employee, child(ren), spouse or family) coverage. The employee will pay 20% of the total monthly insurance premium.

Part-time regular employees working thirty (30) or more hours per week, shall be eligible to enroll in the City's health insurance plan. However, the City's share shall be one-half (1/2) that for full-time regular employee (full-time is defined as forty (40) hours per week). Part-time regular employees working less than the required number of hours shall not be eligible for the coverage.

24. RETIREMENT HEALTH CARE INSURANCE PAYMENTS

The City shall pay 100% of the individual employee monthly premiums and 75% of the retiree's dependent coverage for employees who retired directly from the City with an unreduced pension and retired prior to or on May 31, 2013.

Employees who are hired prior to December 22, 2015, upon direct retirement with an unreduced pension, the City will pay 85% of the total monthly insurance premium regardless of plan or tier (employee, child(ren), spouse or family) coverage. The employee will pay 15% of the total monthly insurance premium.

Employees who are hired on or after December 22, 2015, upon direct retirement with an unreduced pension, the City will pay 80% of the total monthly individual insurance premium. The City will not contribute towards dependent coverage. The employee/retiree will have the option to purchase dependent coverage under the City's group rate plan at full cost to the employee/retiree.

The City of Dover's General Employee Pension Plan ordinance as stated on July 1, 2007 shall determine retirement eligibility and qualifications for a reduced or unreduced pension for all employees who occupy a position that the DOE represents, regardless of the employee's pension plan membership (Defined Benefit or Defined Contribution).

"Retire directly from the City" shall be defined as no lapses in last date of employment and first date of retirement eligibility whether on such date employee is active or inactive. (Inactive defined as approved leave of absence or terminal leave.)

Employees not eligible for health care upon retirement shall be given the opportunity to purchase health care at the City's group rates.

If any reduction is made in the active employee's cost-sharing formula as described above, the City will give consideration to an identical change for existing retirees.

AFSCME

29. HEALTHCARE INSURANCE PAYMENTS

The City participates in the State of Delaware Group Health Insurance Program and employees are entitled to select their desired level of coverage from the options available thereunder.

Effective the first (1st) of the month following ratification by the Union and approval by City Council, health insurance cost sharing will be as follows:

For employees who are hired prior to May 20, 2014 the City will pay 85% of the total monthly insurance premium regardless of plan or tier (employee, child(ren), spouse or family) coverage. The employee will pay 15% of the total monthly insurance premium regardless of plan or tier (employee, child(ren), spouse or family) coverage.

For employees who are hired on or after May 20, 2014 the City will pay 80% of the total monthly insurance premium regardless of plan or tier (employee, child(ren), spouse or family) coverage. The employee will pay 20% of the total monthly insurance premium

30. RETIREMENT HEALTHCARE INSURANCE PAYMENTS

For employees who directly retire on or prior to June 30, 2015, the City will pay 100% of the individual coverage. For employees who elect dependent coverage, the City will pay 75% of the monthly insurance premium regardless of plan or tier (child(ren), spouse or family) coverage. The employee will pay 25% of the monthly insurance premium.

For employees hired prior to May 20, 2014, upon direct retirement, the City will pay 85% of the total monthly insurance premium regardless of plan or tier (employee, child(ren), spouse or family) coverage. The employee will pay 15% of the total monthly insurance premium.

Employees who are hired on or after May 20, 2014, upon direct retirement, the City will pay 80% of the total monthly individual insurance premium. The City will not contribute towards dependent coverage. The employee will have the option to purchase dependent coverage under the City's group rate plan at full cost to the employee.

NON-BARGAINING EMPLOYEES

The City's Personnel Policy includes the following language in reference to health/prescription coverage during active employment and during retirement.

Active Employment:

Group Hospital, Surgical and Health: The City shall pay a portion of the employee's health care up to a specific amount. The City shall provide group hospital, surgical and health insurance coverage for employees and their families. The City pays 100% of each full-time regular employee's individual coverage and 75% of the cost of dependent coverage.

Effective July 1, 2012, employees and employees who retire on or after July 1, 2012, shall be responsible for 15% of the total monthly health insurance premium.