



**CITY OF DOVER, DELAWARE  
CONSTRUCTION AND PROPERTY MAINTENANCE CODE BOARD OF  
APPEALS**

**Wednesday, February 18, 2026 at 3:30 PM**

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*City Hall Conference Room, 15 Lookerman Plaza, Dover, Delaware*

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**AGENDA**

**THIS AGENDA HAS BEEN REVISED TO CORRECT THE ADDRESS RELATED TO THE  
APPEAL TO 118 MITSCHER ROAD (RODGER DETRICK)**

**VIRTUAL MEETING NOTICE**

**This meeting will be held in the City Hall Conference Room with electronic access via  
WebEx. Public participation information is as follows:**

**Dial:** 1-650-479-3208

**Link:** <https://tinyurl.com/44xjzskz>

**Event number:** 2531 719 4963

**Event password:** DOVER (if needed)

**If you are new to WebEx, get the app now at <https://www.webex.com/> to be ready when the meeting starts.**

**CALL TO ORDER**

**ADOPTION OF AGENDA**

- 1. Property Maintenance Code Violation (2009 International Property Maintenance Code - Chapter 3 - General Requirements, Section 302.4 – Weeds.) - Appeal of Citation and Fines - 118 Mitscher Road (Rodger Detrick)**
- 2. Property Maintenance Code Citation (Chapter 22 - Buildings and Building Regulations, Article XII - Vacant Buildings, Section 22-403 - Registration and Registration Fee) - Appeal of Registration Fee - 406 South Governors Avenue (John Kelly)**

**ADJOURNMENT**

THE AGENDA ITEMS AS LISTED MAY NOT BE CONSIDERED IN SEQUENCE. PURSUANT TO 29 DEL. C. §10004(e)(2), THIS AGENDA IS SUBJECT TO CHANGE TO INCLUDE THE ADDITION OR THE DELETION OF ITEMS, INCLUDING EXECUTIVE SESSIONS, WHICH ARISE AT THE TIME OF THE MEETING

Division of  
Code Enforcement  
15 Loockerman Plaza  
Dover, DE 19901

# City of Dover



Phone: (302) 736-7011  
Fax: (302) 736-4217

## OFFICIAL CITATION

Citation # 25-00003259-01

RODGER S & CAROL A DETRICK  
118 MITSCHER RD  
DOVER DE 19901

Location of Offense: 118 MITSCHER RD  
Tax Parcel Number: ED-05-068.18-03-420.000-000  
Type of Offense: PROPERTY MAINTENANCE-EXTERIOR  
Date of Offense: October 09, 2025  
Date of Issue: October 10, 2025

You are hereby fined for violating the City of Dover Ordinance marked (X) below. Payment must be received by the City of Dover Inspections Department, 15 Loockerman Plaza, Dover, Delaware, prior to **November 07, 2025**.

Appeals for this citation may be submitted in writing to the City Clerk's Office at the above address. This appeal must be made within 30 days of the date of the offense.

If the violation is not corrected, the City reserves the right to use its resources or those of a contractor to abate the below violation(s) and to bill the property owner for such cost-plus administrative fees.

Every citation issued is a separate offense or fee. The amount listed below is intended solely for this issued citation and does not reflect the outstanding balance that may be owed. It is the property owner's responsibility to ensure that all outstanding balances are paid. **For the total balance owed for this case, please get in touch with the Division of Code Enforcement. Correcting the violation(s) does not dismiss or resolve this citation. All citations issued will remain due until paid in full.**



Sierra Brown  
Code Enforcement Officer

Violation: (X) **FALURE TO REMOVE ALL OVERGROWN VEGETATION FROM PROPERTY**

Sec No: **DCO 22-221/2009 SECTION PM 302.4 WEEDS**

Fine as per code: **\$100.00**

Division of  
Code Enforcement  
15 Loockerman Plaza  
Dover, DE 19901



Phone: (302) 736-7011  
Fax: (302) 736-4217

SECOND NOTICE

October 10, 2025

RODGER S & CAROL A DETRICK  
118 MITSCHER RD  
DOVER DE 19901

RE: Property Address: 118 MITSCHER RD  
Tax Parcel Number: ED-05-068.18-03-420.000-000  
Case Number: 25-00003259

Dear SIR/MADAM:

On July 01, 2025, Code Enforcement Officer Sierra Brown with the City of Dover, Department of Inspections conducted an inspection at 118 MITSCHER RD. The inspection revealed one or more City Code Violations on the property.

Attached are the violation(s) found.

A follow-up inspection was not scheduled for this case, or the re-inspection revealed that the violation(s) remain. Enclosed is a Citation for failure to correct the violation(s). An additional inspection must be scheduled by **November 07, 2025**. Failure to comply will result in an additional citation and if the property is a rental unit, may result in the suspension of the rental license. **It is the responsibility of the property owner/agent to contact this office to schedule all inspections.**

Please contact this office with a date and time to conduct your re-inspection. You are not required to contact this office if the re-inspection is for an exterior violation. If you have any questions or would like to schedule your inspection or appeal this notice, please contact me at (302) 736-7011.

Sincerely,

Sierra Brown  
Code Enforcement Officer

cc: File

Item 1.

CASE NUMBER 25-00003259  
 PROPERTY ADDRESS 118 MITSCHER RD

VIOLATION: 715 QUANTITY: 1  
 DESCRIPTION: 715 RMV HIGH GRASS/OVERGROWTHS DATE: 7/01/25  
 LOCATION: EXTERIOR

NARRATIVE :

REMOVE THE HIGH GRASS/WEEDS/OVERGROWTHS FROM THE EXTERIOR OF THE PROPERTY AND PROPERLY DISPOSE OF. THIS INCLUDES BUT IS NOT LIMITED TO THE OVERGROWN VEGETATION ALONG ALL FENCES ON THE PROPERTY AND AROUND THE DWELLING AND FRONT AND REAR YARDS.

ORDINANCE DESCRIPTION :

SECTION PM 302.4 Weeds. Premises and exterior property shall be maintained free from weeds or plant growth in excess of eight inches. Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

DCO 114-32 Maximum height. It shall be unlawful and a nuisance for the owner, occupant or tenant of any premises, or any agent caring for or in charge of the premises, to permit any weeds, underbrush, deleterious or unhealthful growths, or other noxious matter to grow to a height of eight inches or more.

CORRECTIVE ACTION REQUIRED :

Remove all high grass, vegetation, weeds, underbrush and/or noxious weeds from the exterior areas of the property.

VIOLATION: 386 QUANTITY: 1  
 DESCRIPTION: 386 REPAIR FENCE DATE: 7/01/25  
 LOCATION: SIDE

NARRATIVE :

REPAIR/REPLACE THE DAMAGED FENCE AT THE REAR/SIDE OF THE PROPERTY AND ENSURE THAT THERE ARE NO MISSING SLATS AND THAT THE FENCE IS FREE FROM DAMAGE AND PROPERLY ERECTED.

ORDINANCE DESCRIPTION :

SECTION PM 302.7 Accessory structures. Accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

CORRECTIVE ACTION REQUIRED :

Repair, replace or remove the damaged/deteriorated fence. A building permit will be required if replacing the fence.

We want to appeal this  
 Character Decision. He has  
 come and harassed and abused  
 me. He called me a liar. Told me  
 I lied about a heart problem.  
 And all of the things he said was  
 a violation came from #12. They  
 through branches and limbs and  
 yard waste, on our property.  
 He claims we have weeds  
 opening our yard and drive. When  
 are the pictures when is the  
 proof. And him and his Cousin  
 next door tore down our fence  
 we were fixing. He is a  
 liar and sister Mrs. Brown nor him  
 should be working with the city.  
~~Next~~ Never take a Conrict's  
 word the guy next door is a  
 Child Home Rapist

Albert T. Jones

02-736-7008

W

Pittsburg  
118 Milschuck Rd  
Dover, De. 19901-7425

WILMINGTON DE 197  
27 JAN 2026 PM 3 L



city of Dover  
15 Lockerman Plaza  
Dover, De. 19901

att. City Manager

19901-732715



Pittsburg  
118 Milschuck Rd  
Dover, De. 19901-7425

WILMINGTON DE 197  
27 JAN 2026 PM 3 L



city of Dover  
15 Lockerman Plaza  
Dover, De. 19901

att. City Manager

19901-732715



Division of  
Code Enforcement  
15 Loockerman Plaza  
Dover, DE 19901

# City of Dover



Phone: (302) 736-7011  
Fax: (302) 736-4217

## OFFICIAL CITATION

Citation # 25-00003259-02

RODGER S & CAROL A DETRICK  
118 MITSCHER RD  
DOVER DE 19901

Extension  
2-24-2026

Location of Offense: 118 MITSCHER RD  
Tax Parcel Number: ED-05-068.18-03-420.000-000  
Type of Offense: PROPERTY MAINTENANCE-EXTERIOR  
Date of Offense: December 23, 2025  
Date of Issue: December 23, 2025

You are hereby fined for violating the City of Dover Ordinance marked (X) below. Payment must be received by the City of Dover Inspections Department, 15 Loockerman Plaza, Dover, Delaware, before **January 28, 2026.**

Appeals for this citation may be submitted in writing to the City Clerk's Office at the above address. This appeal must be made within 30 days of the date of the offense.

If the violation is not corrected, the City reserves the right to use its resources or those of a contractor to abate the below violation(s) and to bill the property owner for such cost-plus administrative fees.

Every citation issued is a separate offense or fee. The amount listed below is intended solely for this issued citation and does not reflect the outstanding balance that may be owed. It is the property owner's responsibility to ensure that all outstanding balances are paid. **For the total balance owed for this case, please contact the Division of Code Enforcement. Correcting the violation(s) does not dismiss or resolve this citation. All citations issued will remain due until paid in full.**

  
Sierra Brown  
Code Enforcement Officer

Violation: (X) **FAILURE TO REMOVE ALL OVERGROWN VEGETATION FROM PROPERTY**

Sec No: **DCO 22-221/2009 SECTION PM 302.4 WEEDS**

Fine as per code: **\$200.00**

Division of  
Code Enforcement  
15 Loockerman Plaza  
Dover, DE 19901



Phone: (302) 736-7011  
Fax: (302) 736-4217

THIRD NOTICE

December 23, 2025

RODGER S & CAROL A DETRICK  
118 MITSCHER RD  
DOVER DE 19901

RE: Property Address: 118 MITSCHER RD  
Tax Parcel Number: ED-05-068.18-03-420.000-000  
Case Number: 25-00003259

Dear SIR/MADAM:

On July 01, 2025, a Code Enforcement Officer with the City of Dover, Department of Inspections, inspected 118 MITSCHER RD. The inspection revealed one or more City Code Violations on the property.

Attached are the violation(s) found.

A follow-up inspection was not scheduled for this case, or the re-inspection revealed that the violation(s) remain. Enclosed is an additional Citation for failure to correct the violation(s). A follow-up inspection must be scheduled by **January 28, 2026**. Failure to comply will result in an additional citation, and if the property is a rental unit, it may result in the suspension of the rental license. **It is the responsibility of the property owner/agent to contact this office to schedule all inspections.**

Please contact this office to arrange a date and time for your re-inspection. You are not required to contact this office if the re-inspection is for an exterior violation. If you have any questions or would like to schedule your inspection or appeal this notice, please contact me at (302) 736-7011.

Sincerely,

Sierra Brown  
Code Enforcement Officer

cc: File

CASE NUMBER 25-00003259  
 PROPERTY ADDRESS 118 MITSCHER RD

Item 1.

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 VIOLATION: 715 QUANTITY: 1  
 DESCRIPTION: 715 RMV HIGH GRASS/OVERGROWTHS DATE: 7/01/25  
 LOCATION: EXTERIOR

NARRATIVE :

REMOVE THE HIGH GRASS/WEEDS/OVERGROWTHS FROM THE EXTERIOR OF THE PROPERTY AND PROPERLY DISPOSE OF. THIS INCLUDES BUT IS NOT LIMITED TO THE OVERGROWN VEGETATION ALONG ALL FENCES ON THE PROPERTY AND AROUND THE DWELLING AND FRONT AND REAR YARDS.

ORDINANCE DESCRIPTION :

SECTION PM 302.4 Weeds. Premises and exterior property shall be maintained free from weeds or plant growth in excess of eight inches. Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

DCO 114-32 Maximum height. It shall be unlawful and a nuisance for the owner, occupant or tenant of any premises, or any agent caring for or in charge of the premises, to permit any weeds, underbrush, deleterious or unhealthful growths, or other noxious matter to grow to a height of eight inches or more.

CORRECTIVE ACTION REQUIRED :

Remove all high grass, vegetation, weeds, underbrush and/or noxious weeds from the exterior areas of the property.

-----  
 VIOLATION: 386 QUANTITY: 1  
 DESCRIPTION: 386 REPAIR FENCE DATE: 7/01/25  
 LOCATION: SIDE

NARRATIVE :

REPAIR/REPLACE THE DAMAGED FENCE AT THE REAR/SIDE OF THE PROPERTY AND ENSURE THAT THERE ARE NO MISSING SLATS AND THAT THE FENCE IS FREE FROM DAMAGE AND PROPERLY ERECTED.

ORDINANCE DESCRIPTION :

SECTION PM 302.7 Accessory structures. Accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

CORRECTIVE ACTION REQUIRED :

Repair, replace or remove the damaged/deteriorated fence. A building permit will be required if replacing the fence.





Division of  
Code Enforcement  
15 Loockerman Plaza  
Dover, DE 19901

# City of Dover



Phone: (302) 736-7011  
Fax: (302) 736-4217

## OFFICIAL CITATION

Citation # 25-00003259-01

RODGER S & CAROL A DETRICK  
118 MITSCHER RD  
DOVER DE 19901

Location of Offense: 118 MITSCHER RD  
Tax Parcel Number: ED-05-068.18-03-420.000-000  
Type of Offense: PROPERTY MAINTENANCE-EXTERIOR  
Date of Offense: October 09, 2025  
Date of Issue: October 10, 2025

You are hereby fined for violating the City of Dover Ordinance marked (X) below. Payment must be received by the City of Dover Inspections Department, 15 Loockerman Plaza, Dover, Delaware, prior to **November 07, 2025**.

Appeals for this citation may be submitted in writing to the City Clerk's Office at the above address. This appeal must be made within 30 days of the date of the offense.

If the violation is not corrected, the City reserves the right to use its resources or those of a contractor to abate the below violation(s) and to bill the property owner for such cost-plus administrative fees.

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Sierra Brown  
Code Enforcement Officer

Violation: (X) **FALURE TO REMOVE ALL OVERGROWN VEGETATION FROM PROPERTY**

Sec No: **DCO 22-221/2009 SECTION PM 302.4 WEEDS**

Fine as per code: **\$100.00**

Division of  
Code Enforcement  
15 Loockerman Plaza  
Dover, DE 19901

# City of Dover



Phone: (302) 736-7011  
Fax: (302) 736-4217

## SECOND NOTICE

October 10, 2025

RODGER S & CAROL A DETRICK  
118 MITSCHER RD  
DOVER DE 19901

RE: Property Address: 118 MITSCHER RD  
Tax Parcel Number: ED-05-068.18-03-420.000-000  
Case Number: 25-00003259

Dear SIR/MADAM:

On July 01, 2025, Code Enforcement Officer Sierra Brown with the City of Dover, Department of Inspections conducted an inspection at 118 MITSCHER RD. The inspection revealed one or more City Code Violations on the property.

Attached are the violation(s) found.

A follow-up inspection was not scheduled for this case, or the re-inspection revealed that the violation(s) remain. Enclosed is a Citation for failure to correct the violation(s). An additional inspection must be scheduled by **November 07, 2025**. Failure to comply will result in an additional citation and if the property is a rental unit, may result in the suspension of the rental license. **It is the responsibility of the property owner/agent to contact this office to schedule all inspections.**

Please contact this office with a date and time to conduct your re-inspection. You are not required to contact this office if the re-inspection is for an exterior violation. If you have any questions or would like to schedule your inspection or appeal this notice, please contact me at (302) 736-7011.

Sincerely,

Sierra Brown  
Code Enforcement Officer

cc: File

Item 1.

CASE NUMBER 25-00003259  
 PROPERTY ADDRESS 118 MITSCHER RD

VIOLATION: 715 QUANTITY: 1  
 DESCRIPTION: 715 RMV HIGH GRASS/OVERGROWTHS DATE: 7/01/25  
 LOCATION: EXTERIOR

NARRATIVE :

REMOVE THE HIGH GRASS/WEEDS/OVERGROWTHS FROM THE EXTERIOR OF THE PROPERTY AND PROPERLY DISPOSE OF. THIS INCLUDES BUT IS NOT LIMITED TO THE OVERGROWN VEGETATION ALONG ALL FENCES ON THE PROPERTY AND AROUND THE DWELLING AND FRONT AND REAR YARDS.

ORDINANCE DESCRIPTION :

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CORRECTIVE ACTION REQUIRED :

Remove all high grass, vegetation, weeds, underbrush and/or noxious weeds from the exterior areas of the property.

VIOLATION: 386 QUANTITY: 1  
 DESCRIPTION: 386 REPAIR FENCE DATE: 7/01/25  
 LOCATION: SIDE

NARRATIVE :

REPAIR/REPLACE THE DAMAGED FENCE AT THE REAR/SIDE OF THE PROPERTY AND ENSURE THAT THERE ARE NO MISSING SLATS AND THAT THE FENCE IS FREE FROM DAMAGE AND PROPERLY ERECTED.

ORDINANCE DESCRIPTION :

SECTION PM 302.7 Accessory structures. Accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

CORRECTIVE ACTION REQUIRED :

Repair, replace or remove the damaged/deteriorated fence. A building permit will be required if replacing the fence.





Division of  
Code Enforcement  
15 Loockerman Plaza  
Dover, DE 19901

# City of Dover



Phone: (302) 736-7011  
Fax: (302) 736-4217

July 2, 2025

RODGER S & CAROL A DETRICK  
118 MITSCHER RD  
DOVER DE 19901

Extension

~~8-2025~~

10-6-2025

RE: Property address: 118 MITSCHER RD  
Tax Parcel Number: ED-05-068.18-03-420.000-000  
Case Number: 25-00003259

Dear SIR/MADAM:

On July 01, 2025, Code Enforcement Officer Sierra Brown with the City of Dover, Department of Inspections conducted an inspection at 118 MITSCHER RD.

Attached are the Code violations found during the inspection.

A follow-up inspection must be conducted by **August 01, 2025**, to ensure compliance. Failure to comply will result in citation(s) being issued.

**It is the responsibility of the property owner/agent to contact this office to schedule all inspections.**

Please contact this office with a date and time convenient for you to conduct the re-inspection. You are not required to contact this office if the re-inspection is for an exterior violation. If you have any questions or would like to schedule your inspection or appeal this notice, please contact me at (302) 736-7011.

Sincerely,

Sierra Brown  
Code Enforcement Officer

Mrs. Detrick  
(302) 666-9235

cc: File

VIOLATION DETAIL

CASE NUMBER 25-00003259  
PROPERTY ADDRESS 118 MITSCHER RD

-----  
VIOLATION: 715 QUANTITY: 1  
DESCRIPTION: 715 RMV HIGH GRASS/OVERGROWTHS DATE: 7/01/25  
LOCATION: EXTERIOR

NARRATIVE :

REMOVE THE HIGH GRASS/WEEDS/OVERGROWTHS FROM THE EXTERIOR OF THE PROPERTY AND PROPERLY DISPOSE OF. THIS INCLUDES BUT IS NOT LIMITED TO THE OVERGROWN VEGETATION ALONG ALL FENCES ON THE PROPERTY AND AROUND THE DWELLING AND FRONT AND REAR YARDS.

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CORRECTIVE ACTION REQUIRED :

Remove all high grass, vegetation, weeds, underbrush and/or noxious weeds from the exterior areas of the property.

-----  
VIOLATION: 386 QUANTITY: 1  
DESCRIPTION: 386 REPAIR FENCE DATE: 7/01/25  
LOCATION: SIDE

NARRATIVE :

REPAIR/REPLACE THE DAMAGED FENCE AT THE REAR/SIDE OF THE PROPERTY AND ENSURE THAT THERE ARE NO MISSING SLATS AND THAT THE FENCE IS FREE FROM DAMAGE AND PROPERLY ERECTED.

ORDINANCE DESCRIPTION :

SECTION PM 302.7 Accessory structures. Accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

CORRECTIVE ACTION REQUIRED :

Repair, replace or remove the damaged/deteriorated fence. A building permit will be required if replacing the fence.







**Brown, Sierra D**

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**From:** Kopp, Eddie L  
**Sent:** Thursday, August 28, 2025 1:37 PM  
**To:** Simundza, Jody  
**Cc:** Duca, Sharon; Martine, Yvonne M.; Brown, Sierra D  
**Subject:** Re: 118 Mitscher Road

Good afternoon,

I spoke with Rodger, the husband, this morning. Sierra and I will meet him at his property on September 2nd, 2025, @ 1030 to discuss the violations. During our conversation, Mr. Dietrich did admit his property has gotten out of hand and is unmanageable. I provided him with the names of non-profit organizations he could request assistance from. He said he knows the work needs to be completed, but finances are a problem. The goal of the meeting is to determine what needs to be done and to establish a plan to achieve compliance. Please let me know if there are any questions.

**Eddie Kopp, CCEO**

**Chief Code Enforcement Officer**  
**City of Dover, Delaware**  
 ICC-PMHI, ZI, DE Licensed-MHI Inspector  
 302-760-4929 Phone  
[ekopp@dover.de.us](mailto:ekopp@dover.de.us)




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**From:** Simundza, Jody <[jsimundza@dover.de.us](mailto:jsimundza@dover.de.us)>  
**Sent:** Wednesday, August 27, 2025 14:42  
**To:** Kopp, Eddie L <[ekopp@dover.de.us](mailto:ekopp@dover.de.us)>  
**Cc:** Duca, Sharon <[SDuca@dover.de.us](mailto:SDuca@dover.de.us)>; Martine, Yvonne M. <[ymartine@dover.de.us](mailto:ymartine@dover.de.us)>  
**Subject:** 118 Mitscher Road

Carol Dietrich called in a complaint that she and her husband are being targeted by Code Enforcement. She said that Sierra has taken pictures that aren't even of her home.

Please contact 302-666-9235

*Kindly,*

*Jody R. Simundza*  
**Executive Assistant &**

**Constituent Liasion to Mayor Robin R. Christiansen**

Dover City Hall  
15 Loockerman Plaza  
Dover, DE 19901  
T: (302)760-4920  
F: (302)736-7002



**Brown, Sierra D**

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**From:** Martine, Yvonne M.  
**Sent:** Monday, September 8, 2025 9:24 AM  
**To:** Kopp, Eddie L; Brown, Sierra D  
**Cc:** Duca, Sharon; Simundza, Jody  
**Subject:** RE: Carol Detrick - 118 Mitscher Rd

Good Morning,

I was off on Friday and Carol Detrick left a message on my voicemail. When I called her back, she said that a professional is coming out this week to work on their property. She mentioned that her neighbors fence fell down. I asked if she gave either of you an update and she said that she left a message but hadn't heard back.

When you get a chance, please give her a call back. (T: 302-666-9235) She said that she is available at 10:30am or anytime this afternoon.

I appreciate it.

*Yvonne M. Martine*  
 Executive Assistant to the City Manager  
 City Manager's Office  
 City of Dover  
 T: (302)736-7005  
 F: (302)736-7002  
[ymartine@dover.de.us](mailto:ymartine@dover.de.us)

---

**From:** Kopp, Eddie L <ekopp@dover.de.us>  
**Sent:** Thursday, September 04, 2025 3:27 PM  
**To:** Simundza, Jody <jsimundza@dover.de.us>  
**Cc:** Duca, Sharon <SDuca@dover.de.us>; Martine, Yvonne M. <ymartine@dover.de.us>; Brown, Sierra D <sbrown@dover.de.us>  
**Subject:** Re: Carol Detrick - 118 Mitscher Rd

Good afternoon,

Sierra and I met her at her property to go over the violations. The yard at 118 Mitscher Rd has been overrun with vegetation. This includes the front and rear yards. Additionally, I am contacting the electric dispatch because the vegetation is pulling on what I believe is the primary supply line to the property. I did explain to the husband that non-profit resources may be available and told him who to contact. Sierra will be making notes on her case about the encounter today. It's also worth noting that there is a concern for the animals at this property. Due to the conditions of the property, I am going to recommend a welfare check by animal control. I am unsure if we have a duty to report since we did not enter the home, but morally, I feel obligated to report the conditions I observed. Although I am compassionate toward the Dietricks, I am concerned for their safety and well-being due to the conditions of the property and the lack of egress caused by the extensive overgrowth covering the home. We have granted an extension that ended September 1st, 2025, but after observations today, we will be unable to grant further extensions until the property is brought into a safe condition. I also explained the enforcement process, which includes the abatement of the violations.

# Eddie Kopp, CCEO

Chief Code Enforcement Officer  
City of Dover, Delaware  
ICC-PMHI, ZI, DE Licensed-MHI Inspector  
302-760-4929 Phone  
[ekopp@dover.de.us](mailto:ekopp@dover.de.us)



---

From: Simundza, Jody <[jsimundza@dover.de.us](mailto:jsimundza@dover.de.us)>  
Sent: Thursday, September 4, 2025 14:17  
To: Kopp, Eddie L <[ekopp@dover.de.us](mailto:ekopp@dover.de.us)>  
Cc: Duca, Sharon <[SDuca@dover.de.us](mailto:SDuca@dover.de.us)>; Martine, Yvonne M. <[ymartine@dover.de.us](mailto:ymartine@dover.de.us)>  
Subject: Carol Detrick - 118 Mitscher Rd

Good afternoon,

Ms. Detrick called (extremely upset -crying) about a violation that she received. Please contact her at 302-666-9235.

*Kindly,*

*Jody R. Simundza*  
**Executive Assistant &  
Constituent Liasion to Mayor Robin R. Christiansen**  
Dover City Hall  
15 Loockerman Plaza  
Dover, DE 19901  
T: (302)760-4920  
F: (302)736-7002



# City of Dover

February 11, 2026

Rodger Detrick  
118 Mitscher Road  
Dover, DE 19901

Re: Appeal of Citation #25-00003259-01 and Related Fines – 118 Mitscher Road, Dover, DE 19904

Mr. Detrick:

I have received your request to appeal the citation and fines related to the violation of the 2009 International Property Maintenance Code - Chapter 3 - General Requirements, Section 302.4 – Weeds.

A meeting of the Construction and Property Maintenance Code Board of Appeals has been scheduled for Wednesday, February 18, 2026, at 3:30 p.m. to hear your appeal. This meeting will be held in the City Hall Conference Room, 15 Loockerman Plaza, Dover, DE 19901, with electronic access via Webex, available on a computer, smartphone, or by telephone. Below, I have listed the information needed to access the meeting electronically. If you have any additional documentation that you would like the Board to review when considering your appeal, please provide this information to the City Clerk's Office prior to the appeal hearing.

Please feel free to contact me by e-mail at [cityclerk@dover.de.us](mailto:cityclerk@dover.de.us) or by phone at (302) 736-7008 if you have any questions or concerns.

**Dial: 1-650-479-3208**

**Link: <https://tinyurl.com/44xjzskz>**

**Event number: 2531 719 4963**

**Event password: DOVER (if needed)**

Sincerely,



Andria L. Bennett, CMC  
City Clerk

Enclosures

cc: Daniel Griffith, City Solicitor  
Sharon Duca, Assistant City Manager  
Dawn Melson-Williams, Principal Planner  
Eddie Kopp, Code Enforcement Supervisor  
Sierra Brown, Code Enforcement Officer

**John P. and Laura P. Kelly**

22 North Prestwick Ct.  
Dover, DE 19904

**RECEIVED**

**FEB 05 2026**

**OFFICE OF THE CITY CLERK**

City of Dover  
Planning and Community Development Department  
15 Lookerman Plaza  
Dover DE 19901

RE: 406 South Governors Avenue, Dover, DE

Sir/Madam:

Please accept this letter as an appeal to the Vacant Building Registration Fine for the above referenced property. I am requesting a hearing with the Construction and Property Maintenance Code Board of Appeals.

Unfortunately, during December our household was mired in a struggle with the flu. Everyone was ill. As a result, I forgot to file the exemption paperwork for the vacant building fine.

Attached please find the listing agreement I have with McGinnis Commercial Real Estate for the sale of the property, which I hope serves as an exemption to the paying the fine. Likewise please find a copy of the Vacant Building Registration that was tardy.

My wife and I are retired, and on a fixed income, while raising our 7 and 10 year old grandchildren. Having to pay this fine will result in serious financial strain.

Please consider my appeal of the charged fine.

Thank you.

Sincerely,

  
John Kelly  
302-270-8616  
porscheocd@gmail.com

**McGINNIS COMMERCIAL REAL ESTATE COMPANY**

555 East Loockerman Street \* Dover, Delaware 19901  
(302) 736 - 2710 Office \* (302) 736 - 2715 Telecopier \* [www.mcginnisrealty.com](http://www.mcginnisrealty.com)

**EXCLUSIVE AND SOLE RIGHT TO SELL LISTING AGREEMENT**

In consideration of all of the mutual covenants contained herein, the undersigned agrees to exclusively employ McGinnis Commercial Real Estate Company, hereinafter "**Broker**," and Broker hereby accepts Seller's exclusive employment on an **Exclusive and Sole Right To Sell Basis** for the property described herein, upon the terms and conditions set forth herein, and continuing until the term of this Listing Agreement shall expire, unless sooner terminated or unless extended in writing by the parties hereto :

LISTING TERM : ONE YEAR, COMMENCING OCTOBER 16, 2025, AND TERMINATING OCTOBER 15, 2026, hereinafter, "**Listing Term**."

LISTING PRICE : FIVE HUNDRED THOUSAND (\$500,000.) DOLLARS, hereinafter, "**Sale Price**."

SELLER : JOHN P. III, AND LAURA KELLY, hereinafter, "**Seller**."

TYPE OF ENTITY : INDIVIDUALS

SOCIAL SECURITY NUMBERS : \_\_\_\_\_

MANAGING INDIVIDUAL : JOHN P KELLY, III

ADDRESS : 22 NORTH PRESTWICK COURT, DOVER, DELAWARE 19904

TELEPHONE : office - 302-###-#### cell - 302-270-8616 Email - porscheood@gmail.com

PROPERTY NAME : KELLY SOUTH GOVERNORS AVENUE PROPERTY, hereinafter, "**Property**."

PROPERTY ADDRESS : 400 - 410 SOUTH GOVERNORS AVENUE, DOVER, KENT COUNTY, DELA 19904

Seller agrees not to execute any other listing agreement with any other brokerage during the Listing Term.

This Listing Agreement will automatically terminate at the end of the Listing Term unless it is extended or renewed in writing by Seller and Broker. This Listing Agreement may be terminated for cause by either party hereto upon the delivery of written notice by the terminating party to the other party of its intention to do so at least thirty (30) days in advance of any such termination with the reason for such termination attached thereto. Upon the termination of this Listing Agreement, Broker agrees to return to Seller all information provided to Broker by Seller as required by the terms of this Listing Agreement.

Any changes in the total Sale Price of the Property shall be delivered to Broker from Seller in writing, and no change in the Sale Price shall be effective until such time as the said written notice has been received by Broker.

At the time Seller enters into a legally enforceable agreement to convey the Property listed herein, whether by sales agreement or lease agreement, Broker's duties shall be deemed completed under this Listing Agreement, unless this Listing Agreement is for multiple properties, and upon satisfaction or waiver of all contingencies and conditions under such agreement, compensation as required under the terms of this Listing Agreement shall be deemed earned by Broker. Any and all payments of the said compensation shall be paid according to the terms of this Listing Agreement, or pursuant to the terms of the agreement (s) conveying the Property.

Seller agrees to pay Broker a cash commission according to the Fee Schedule attached hereto and made a part hereof as compensation for Broker's efforts to procure a purchaser for the Property. If within six (6) months after the expiration of this Listing Agreement, or any extension thereof, the Property is sold directly by Seller to anyone with whom the Broker or Seller had negotiated during the Listing Term, then the said compensation shall be due and payable to Broker. Within thirty (30) days of the termination of this Listing Agreement, the Broker will furnish Seller with a list of prospects with whom negotiations, presentations, or submissions have been made during the Listing Term.

The Fee Schedule attached hereto and made a part hereof reflects a variety of transaction types beyond that transaction type contemplated at the beginning of this Exclusive and Sole Right to Sell Listing Term. In the event the ultimate transaction involving the Property is other than the outright sale of the Property, the commission stipulated in the Fee Schedule for the transaction type ultimately agreed to by Seller shall be due and payable to Broker.

Broker's authority and rights under this Listing Agreement shall continue after the expiration of the Listing Term, or any extension thereof, as to any negotiations pending at the time of the expiration of the Listing Term or any extension thereof. In the event a transaction is executed, pending, and awaiting a closing or effective date at the time this Listing Agreement is scheduled to expire, then and in that event this Listing Agreement shall renew and remain in full force and effect until such time as the transaction closes. In the event such transaction shall fall through, then this Listing Agreement shall terminate as of the date the transaction falls through, unless Seller and Broker shall renew or extend this Listing Agreement as provided for herein.

Seller and Broker agrees that this Listing Agreement is a contract for Brokerage services only, and Broker is not required to represent Seller in any other capacity or perform any Additional Services other than marketing the Property for Sale, and nothing contained herein shall obligate Seller to pay Broker for such Additional Services unless Seller has provided Broker with written authorization to perform such Additional Services. Nothing contained herein shall obligate Broker to manage the Property, to obtain financing for Seller or any prospective purchaser, to acquire permits or approvals on Seller's behalf or for any prospective purchaser, to collect any rental payments due, or to perform any other services, all of which, but not limited to, shall be Additional Services, and compensation for which shall be made to Broker by Seller in accordance with the terms of this Listing Agreement.

Exclusive and unrestricted privilege is hereby granted Broker to place Broker's sign (s) on the Property advertising the Property for Sale. Broker agrees to pay for any and all advertising deemed necessary by the Broker in his professional judgment, and the Seller authorizes all such advertising. Seller understands that he/she is responsible for any and all marketing expenses incurred by Broker during the listing term if this Listing Agreement is canceled for any reason within the first one hundred eighty (180) days of the Listing Term if a one (1) - year listing, or during the first ninety (90) days of the Listing Term if a six (6) - month listing.

In the event Seller defaults on the terms of this Listing Agreement rendering a sale of the Property impossible, Seller agrees to reimburse Broker promptly upon invoicing for any and all advertising expenses incurred by Broker in pursuit of Broker's obligations hereunder.

Broker is authorized to submit the Property to any multiple listing service (s) in which Broker is a participant, and to accept the cooperation of other brokers to show the Property to prospective purchasers.

Broker is authorized to accept and retain deposit monies for the Property until such time as any and all negotiations have been completed, and which shall then be disbursed in accordance with the terms of the resultant agreement (s) conveying the Property. The deposit shall be deemed accepted only when Seller accepts a purchase offer.

Broker agrees to submit any and all written offers by prospective purchasers or lessees to the Seller. Broker is under no obligation to submit verbal offers. Further, Broker is authorized to procure and present back - up offers for the Property until such time as the Seller shall convey title to the Property, or shall lease the Property.

Broker is authorized to submit any offer to purchase or lease the Property from any prospective purchaser or lessee on Broker's form (s). Seller or Seller's legal counsel may deliver to Broker the form of sales or lease agreement to be utilized by Broker in selling or leasing the Property. Seller understands and agrees that Broker is not a lawyer, and shall not ever be acting as such. Nothing contained in this Listing Agreement shall require Broker to use Broker's funds, nor any compensation due Broker for services performed under this Listing Agreement, as or for payment of Seller's legal representation in pursuit of Broker's or Seller's obligations under this Listing Agreement.

Broker is a real estate broker only, and is not a qualified engineer, and therefore is not qualified to render opinions as to the structural integrity of any improvements on the Property. Broker will make no warranties or representations, nor accept liability for the structural integrity, quality, adequacy, or capacities of the improvements and utility services, including the construction materials, and specifically the foundation, structure, roof, and mechanical systems of any improvements at the Property. It is strongly recommended that a qualified

Engineering/Structural inspection be made of the improvements, particularly in the event there is some question regarding these matters. The Broker assumes that all improvements, utility services, and mechanical systems are structurally sound and suffer no concealed or latent defects or inadequacies.

Broker is not an expert in environmental matters and Broker has not made, nor has been asked to make, nor will make any representations with respect to environmental conditions or suitability of the Property, including hazardous conditions, wetlands, soil qualities, or any other similar conditions. All obligations regarding compliance with statutes, ordinances and regulations relating to environmental matters are the sole responsibility of the Seller. Seller agrees to immediately notify Broker of any matters of which Seller is, or becomes aware of, any environmental concern to the Property, and will provide such information to any prospective purchaser and, to the extent required by law, to the appropriate governmental authority.

Seller shall, during the Listing Term or any extension thereof, refer to Broker any and all inquiries received by Seller from any source whatsoever, including other brokers, with respect to or concerning the Property or any part thereof, together with the name, address, telephone number (s), email address, and any other contact information obtained by Seller, of the person (s) or entity (ies) making such inquiry. Further, Seller shall forward to Broker any and all purchase or lease offers and inquiries, whether written or verbal.

Seller warrants and represents that it currently has, and will continue to maintain a good, marketable, fee simple title to the Property, subject only to any existing easements and restrictions, and mortgages that would be satisfied by the proceeds of sale, that the Property is currently properly zoned according to the requirements of applicable government authorities for its existing use, that any existing or proposed construction will conform to the requirements of all applicable codes, requirements, statutes, ordinances, and the like, that all permits required by all applicable codes, requirements, statutes, ordinances, and the like, have been or will be acquired.

Seller agrees to promptly deliver to Broker any and all materials or information regarding the Property such as plot plans, floorplans, construction plans and specifications, service contracts, lease agreements, income and expense operating data, and other such information to aid Broker in performing its obligations hereunder. Further, Seller agrees to promptly cooperate with requests by Broker or any prospective purchaser for additional information reasonably required to sell the Property. Broker agrees to comply with Seller's reasonable request for confidentiality for any and all of the information provided.

Seller hereby covenants that it has disclosed any and all defects of any part of the Property to Broker, including threats of condemnation, or known or expected environmentally hazardous conditions, and has made no deliberate misrepresentations as to the condition of any part of the Property. Non - residential properties are exempt from Delaware's Property Disclosure statutes, however, Seller agrees nonetheless to disclose any and all such defects.

Seller is unaware of, nor will permit any event or occurrence which would prohibit the occupancy of the Property.

Seller agrees to comply with all applicable federal, state, county, or municipal fair housing and civil rights legislation in the sale of the Property and further agrees specifically not to discriminate against any person because of race, color, creed, sex, religion, age, marital status, national origin, or handicap.

Nothing contained herein shall empower, nor require, Broker to authorize or engage any contractor, subcontractor, firm, company or other entity at Seller's expense without the written authorization of Seller to do so. Seller agrees that all such services contracted for by Broker on behalf of Seller shall be contracted for in the name of the Seller, and Seller agrees to pay promptly any and all invoices for such services submitted to Seller.

Seller agrees to save Broker harmless from any damage suits in connection with the marketing of the Property, and from liability from injury suffered by Broker, its Agents or Employees, and from liability from injury suffered by any prospective purchaser, or invitee, or contractor, or whomever, and to carry public liability insurance adequate to cover the interests of the parties hereto, unless such injury or damage shall result from the willful misconduct, recklessness, or gross negligence of Broker.

Seller agrees to save Broker harmless from liability for any error in judgment or for any mistake of fact of law, except for cases of willful misconduct or gross negligence.

This Listing Agreement shall be the entire agreement of the parties hereto. This Listing Agreement may be amended in writing and such amendment shall be incorporated into the terms of this Listing Agreement.

McGINNIS COMMERCIAL REAL ESTATE COMPANY \* SALES, LEASING, DEVELOPMENT, MANAGEMENT  
555 East Loockerman Street, Dover, DE, 19901 \* (302) 736 - 2710 Office \* (302) 736 - 2715 Fax \* [www.mcginnisrealty.com](http://www.mcginnisrealty.com)

There shall be no oral representations or agreements between the parties hereto, and any such oral representation or agreement shall have no force or effect on the terms and conditions of this Listing Agreement.

This Listing Agreement shall be construed according to the laws of the State of Delaware.

This Listing Agreement shall be binding upon the parties hereto, their heirs, assigns, and legal representatives.

Seller and Broker have read carefully, and understands, and approves of the provisions and covenants as stated herein.

In the event Seller fails to make payments within the time limits set forth herein, then from the date due until paid, the delinquent amount shall bear interest at the rate of then current prime rate at The Wall Street Journal. Seller, by executing this Listing Agreement, agrees such interest penalty is reasonable and acceptable, and is a condition to the engagement of Broker by Seller.

If Broker is required to institute legal action against Seller relating to this Listing Agreement or any other agreement resulting from Broker's engagement by Seller, and successfully prosecutes such action, Broker shall be entitled to reasonable attorney's fees and costs. If Broker files a claim against Seller and Seller successfully defends such claim, Broker shall pay reasonable attorney's fees and costs.

This Listing Agreement shall contain a contract of eight (8) pages, including a Fee Schedule. Nothing shall require Broker to perform any Additional Services until such time as Broker receives the written authorization by Seller to do so.

Seller hereby covenants that he/she is empowered to execute this Listing Agreement binding the Seller to the terms of this Listing Agreement. Further, Seller hereby covenants that he/she is empowered to execute a Sales and/or Lease Agreement (s) for the Property binding the Seller to the ultimate terms of such Agreement (s). Seller agrees to notify Broker in writing in the event changes are made by Seller to the individuals empowered by Seller to execute a binding Agreement (s).

Both parties hereto acknowledge that they are entitled to seek legal advice prior to the execution of this Listing Agreement, and by executing this Listing Agreement each party hereto has affirmed that such legal advice was obtained.

OWNER	J P , III, AND LAURA KELLY	size sf	size acre	zoning	S GOV frontage	ALLEY frontage	depth	improvements	owner	DEED
PARCEL 410	ED05 - 07709 - 03 - 2700 - 00001 410 SOUTH GOVERNORS AVENUE, 19904	6,497	0.148	C2-A	47.00	45.11	140.00	improved	individual	D4513 - 230
PARCEL 402	ED05 - 07709 - 03 - 2800 - 00001 SHOTGUN ALLEY	2,234	0.051	C2-A	0.00	45.00	49.64	unimproved	individual	D4072 - 288
PARCEL 406	ED05 - 07709 - 03 - 2900 - 00001 406 SOUTH GOVERNORS AVENUE, 19904	4,590	0.105	C2-A	45.00	0.00	102.00	improved	individual	D240 - 131
PARCEL 400	ED05 - 07709 - 03 - 3000 - 00001 400 SOUTH GOVERNORS AVENUE, 19904	1,722	0.040	C2-A	13.50	11.10	140.00	unimproved	individual	D240 - 131
		14,993	0.344		105.50	191.21				

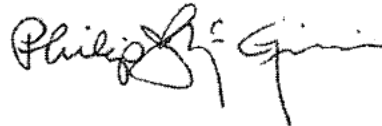
SELLER

Witness

JOHN P KELLY, III, MANAGING MEMBER

OCTOBER 14, 2025  
Date

BROKER  
McGinnis Commercial Real Estate Company



By : \_\_\_\_\_ (seal)  
Philip J McGinnis, President

\_\_\_\_\_  
Witness

OCTOBER 14, 2025  
Date

Division of Code Enforcement  
5 Lookerman Plaza  
Dover, DE 19901

# City of Dover



Phone: (302) 736-4457  
Fax: (302) 736-4217

## City of Dover Vacant Building Registration

Amount Due:	\$5000.00	LID#:	9070	Amount Paid:	
Date Due:	1-5-2026	Case #	21-00004256	Date Registered:	11-30-2021
Vacant Since:	12-01-2016	Tax Parcel #	ED-05-077.09-03-290.000-000		
Property Address:	406 S Governors Ave. Dover DE 19904				
Current Property Owner:	John P. & Laura Kelly III				
Address:	22 N Prestwick Ct. Dover DE 19904				
Phone:		Cellular:			
E-Mail:					
<b>** Local agent is required for any owner residing outside of Kent County Delaware</b>					
Responsible Person/Agent:					
Address:					
Phone:		Cellular:			
E-Mail:					

Insurance on Building: Y  / N   
If Yes: Name of Insurance Company:

Wilmington Insurance Co.

Exempt from Registration Fee: Y  / N   
Explanation of Exemption if granted:

Property is for sale

**NOTE: No Exemption if Registered by City of Dover Staff**

\*\*\*\*If building is for sale or lease—Listed Selling Price: \$500,000  
\*\*\*\*Attach a copy of the Realtors Listing Sheet (REQUIRED)

Owner Signature: [Signature]  
Date: 1/29/26

Fees as follows:

Buildings vacant one year or less:	\$375.00
Buildings vacant for more than one year but less than two years:	\$750.00
Buildings vacant for more than two years but less than three years:	\$1,500.00
Buildings vacant for more than three years but less than five years:	\$3,000.00
Buildings vacant for five years or longer:	\$5,000.00

Interior Inspection Date \_\_\_\_\_

OFFICE USE ONLY		
ELECTRIC:	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
GAS SERVICE:	Y <input type="checkbox"/>	N <input checked="" type="checkbox"/>
BASEMENT:	Y <input type="checkbox"/>	N <input type="checkbox"/>
SECURED:	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
PHOTO:	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
STRUCTURE SOUND:	Y <input type="checkbox"/>	N <input type="checkbox"/>
WEAK FLOORS:	Y <input type="checkbox"/>	N <input type="checkbox"/>

REVISED 11/22/02

**England IV, John G**

---

**From:** Wheeler, Crystal L  
**Sent:** Thursday, February 5, 2026 9:29 AM  
**To:** England IV, John G  
**Cc:** Kopp, Eddie L; City Clerks Office; Duca, Sharon  
**Subject:** Request for Citation/Case File - Review of Appeal - 406 Governors Avenue  
**Attachments:** Kelly Appeal.pdf

Good Morning,

Attached, please find an appeal that has been received by the City Clerk's Office from John Kelly in regard to the property at 406 Governors Avenue. Please provide the citation that was issued in this matter and the case file so that we may determine if this appeal should be heard by the Construction and Property Maintenance Code Board of Appeals.

Thank you,

*Crystal Wheeler*

Assistant to the Director of Council Affairs and Constituent Services/FOIA Coordinator  
City Clerk's Office – City of Dover  
15 Loockerman Plaza  
P.O. Box 475  
Dover, DE 19901  
P: (302) 736-4462  
[cwheeler@dover.de.us](mailto:cwheeler@dover.de.us)



**John P. and Laura P. Kelly**

22 North Prestwick Ct.  
Dover, DE 19904

**RECEIVED**

**FEB 05 2026**

**OFFICE OF THE CITY CLERK**

City of Dover  
Planning and Community Development Department  
15 Lookerman Plaza  
Dover DE 19901

RE: 406 South Governors Avenue, Dover, DE

Sir/Madam:

Please accept this letter as an appeal to the Vacant Building Registration Fine for the above referenced property. I am requesting a hearing with the Construction and Property Maintenance Code Board of Appeals.

Unfortunately, during December our household was mired in a struggle with the flu. Everyone was ill. As a result, I forgot to file the exemption paperwork for the vacant building fine.

Attached please find the listing agreement I have with McGinnis Commercial Real Estate for the sale of the property, which I hope serves as an exemption to the paying the fine. Likewise please find a copy of the Vacant Building Registration that was tardy.

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porscheocd@gmail.com

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SELLER : JOHN P, III, AND LAURA KELLY, hereinafter, "Seller."

TYPE OF ENTITY : INDIVIDUALS

SOCIAL SECURITY NUMBERS : \_\_\_\_\_

MANAGING INDIVIDUAL : JOHN P KELLY, III

ADDRESS : 22 NORTH PRESTWICK COURT, DOVER, DELAWARE 19904

TELEPHONE : office - 302-###-#### cell - 302-270-8616 Email - porscheocd@gmail.com

PROPERTY NAME : KELLY SOUTH GOVERNORS AVENUE PROPERTY, hereinafter, "Property."

PROPERTY ADDRESS : 400 - 410 SOUTH GOVERNORS AVENUE, DOVER, KENT COUNTY, DELA 19904

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555 East Loockerman Street, Dover, DE, 19901 \* (302) 736 - 2710 Office \* (302) 736 - 2715 Fax \* [www.mcginnisrealty.com](http://www.mcginnisrealty.com)

Engineering/Structural inspection be made of the improvements, particularly in the event there is some question regarding these matters. The Broker assumes that all improvements, utility services, and mechanical systems are structurally sound and suffer no concealed or latent defects or inadequacies.

Broker is not an expert in environmental matters and Broker has not made, nor has been asked to make, nor will make any representations with respect to environmental conditions or suitability of the Property, including hazardous conditions, wetlands, soil qualities, or any other similar conditions. All obligations regarding compliance with statutes, ordinances and regulations relating to environmental matters are the sole responsibility of the Seller. Seller agrees to immediately notify Broker of any matters of which Seller is, or becomes aware of, any environmental concern to the Property, and will provide such information to any prospective purchaser and, to the extent required by law, to the appropriate governmental authority.

Seller shall, during the Listing Term or any extension thereof, refer to Broker any and all inquiries received by Seller from any source whatsoever, including other brokers, with respect to or concerning the Property or any part thereof, together with the name, address, telephone number (s), email address, and any other contact information obtained by Seller, of the person (s) or entity (ies) making such inquiry. Further, Seller shall forward to Broker any and all purchase or lease offers and inquiries, whether written or verbal.

Seller warrants and represents that it currently has, and will continue to maintain a good, marketable, fee simple title to the Property, subject only to any existing easements and restrictions, and mortgages that would be satisfied by the proceeds of sale, that the Property is currently properly zoned according to the requirements of applicable government authorities for its existing use, that any existing or proposed construction will conform to the requirements of all applicable codes, requirements, statutes, ordinances, and the like, that all permits required by all applicable codes, requirements, statutes, ordinances, and the like, have been or will be acquired.

Seller agrees to promptly deliver to Broker any and all materials or information regarding the Property such as plot plans, floorplans, construction plans and specifications, service contracts, lease agreements, income and expense operating data, and other such information to aid Broker in performing its obligations hereunder. Further, Seller agrees to promptly cooperate with requests by Broker or any prospective purchaser for additional information reasonably required to sell the Property. Broker agrees to comply with Seller's reasonable request for confidentiality for any and all of the information provided.

Seller hereby covenants that it has disclosed any and all defects of any part of the Property to Broker, including threats of condemnation, or known or expected environmentally hazardous conditions, and has made no deliberate misrepresentations as to the condition of any part of the Property. Non - residential properties are exempt from Delaware's Property Disclosure statutes, however, Seller agrees nonetheless to disclose any and all such defects.

Seller is unaware of, nor will permit any event or occurrence which would prohibit the occupancy of the Property.

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Nothing contained herein shall empower, nor require, Broker to authorize or engage any contractor, subcontractor, firm, company or other entity at Seller's expense without the written authorization of Seller to do so. Seller agrees that all such services contracted for by Broker on behalf of Seller shall be contracted for in the name of the Seller, and Seller agrees to pay promptly any and all invoices for such services submitted to Seller.

Seller agrees to save Broker harmless from any damage suits in connection with the marketing of the Property, and from liability from injury suffered by Broker, its Agents or Employees, and from liability from injury suffered by any prospective purchaser, or invitee, or contractor, or whomever, and to carry public liability insurance adequate to cover the interests of the parties hereto, unless such injury or damage shall result from the willful misconduct, recklessness, or gross negligence of Broker.

Seller agrees to save Broker harmless from liability for any error in judgment or for any mistake of fact of law, except for cases of willful misconduct or gross negligence.

This Listing Agreement shall be the entire agreement of the parties hereto. This Listing Agreement may be amended in writing and such amendment shall be incorporated into the terms of this Listing Agreement.

McGINNIS COMMERCIAL REAL ESTATE COMPANY \* SALES, LEASING, DEVELOPMENT, MANAGEMENT  
555 East Loockerman Street, Dover, DE, 19901 \* (302) 736 - 2710 Office \* (302) 736 - 2715 Fax \* [www.mcginnisrealty.com](http://www.mcginnisrealty.com)

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This Listing Agreement shall be construed according to the laws of the State of Delaware.

This Listing Agreement shall be binding upon the parties hereto, their heirs, assigns, and legal representatives.

Seller and Broker have read carefully, and understands, and approves of the provisions and covenants as stated herein.

In the event Seller fails to make payments within the time limits set forth herein, then from the date due until paid, the delinquent amount shall bear interest at the rate of then current prime rate at The Wall Street Journal. Seller, by executing this Listing Agreement, agrees such interest penalty is reasonable and acceptable, and is a condition to the engagement of Broker by Seller.

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Both parties hereto acknowledge that they are entitled to seek legal advice prior to the execution of this Listing Agreement, and by executing this Listing Agreement each party hereto has affirmed that such legal advice was obtained.

OWNER	J P, III, AND LAURA KELLY	size sf	size acre	zoning	S GOV frontage	ALLEY frontage	depth	improvements	owner	DEED
PARCEL 410	ED05 - 07700 - 01 - 2700 - 00001 410 SOUTH GOVERNORS AVENUE, 19904	6,447	0.148	C2-A	97.00	45.11	140.00	improved	individual	D4513 - 210
PARCEL 402	ED05 - 07700 - 03 - 2800 - 00001 SHOTGUN ALLEY	2,234	0.051	C2-A	0.00	45.00	49.64	unimproved	individual	D4072 - 288
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PARCEL 400	ED05 - 07700 - 03 - 3000 - 00001 400 SOUTH GOVERNORS AVENUE, 19904	1,722	0.040	C2-A	13.50	11.10	140.00	unimproved	individual	D240 - 131
		14,993	0.344		105.50	101.21				

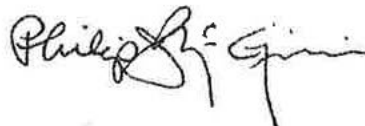
SELLER

Witness

JOHN P KELLY, III, MANAGING MEMBER

OCTOBER 14, 2025  
Date

BROKER  
McGinnis Commercial Real Estate Company



\_\_\_\_\_  
Witness

By : \_\_\_\_\_ (seal)  
Philip J McGinnis, President

OCTOBER 14 , 2025  
Date

Division of Code Enforcement  
5 Lockerman Plaza  
Dover, DE 19901

# City of Dover



Phone: (302) 736-4457  
Fax: (302) 736-4217

## City of Dover Vacant Building Registration

Amount Due:	\$5000.00	LID#:	9070	Amount Paid:	
Date Due:	1-5-2026	Case #	21-00004256	Date Registered:	11-30-2021
Vacant Since:	12-01-2016	Tax Parcel #	ED-05-077.09-03-290.000-000		
Property Address:	406 S Governors Ave. Dover DE 19904				
Current Property Owner:	John P. & Laura Kelly III				
Address:	22 N Prestwick Ct. Dover DE 19904				
Phone:		Cellular:			
E-Mail:					
<b>** Local agent is required for any owner residing outside of Kent County Delaware</b>					
Responsible Person/Agent:					
Address:					
Phone:		Cellular:			
E-Mail:					

Insurance on Building: Y  / N   
If Yes: Name of Insurance Company:

*Wilmington Insurance Co.*

Exempt from Registration Fee: Y  / N   
Explanation of Exemption if granted:

*Property is for sale*

NOTE: No Exemption if Registered by City of Dover Staff

\*\*\*If building is for sale or lease - Listed Selling Price: *\$500,000*

\*\*\*\*Attach a copy of the Realtors Listing Sheet (REQUIRED)

Owner Signature: *[Signature]*  
Date: *1/29/26*

**Fees as follows:**

- Buildings vacant one year or less: \$375.00
- Buildings vacant for more than one year but less than two years: \$750.00
- Buildings vacant for more than two years but less than three years: \$1,500.00
- Buildings vacant for more than three years but less than five years: \$3,000.00
- Buildings vacant for five years or longer: \$5,000.00

Interior Inspection Date: \_\_\_\_\_

REVISED 11/22/2023

Community Excellence Through Quality Service

OFFICE USE ONLY		
ELECTRIC:	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
GAS SERVICE:	Y <input type="checkbox"/>	N <input checked="" type="checkbox"/>
BASEMENT:	Y <input type="checkbox"/>	N <input type="checkbox"/>
SECURED:	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
PHOTO:	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
STRUCTURE SOUND:	Y <input type="checkbox"/>	N <input type="checkbox"/>
WEAK FLOORS:	Y <input type="checkbox"/>	N <input type="checkbox"/>

**England IV, John G**

---

**From:** England IV, John G  
**Sent:** Friday, January 30, 2026 10:42 AM  
**To:** John Kelly  
**Cc:** Kopp, Eddie L; Duca, Sharon; City Clerks Office  
**Subject:** Vacant Building Registration – Exemption Determination

Dear Mr. Kelly,

I am in receipt of your late filing of the Vacant Building Registration. At this time, I am unable to issue an exemption, as the registration was due by January 5, 2026, and has since been transferred to Customer Service. Customer Service issued a bill to you on January 21, 2026.

You may appeal this determination in writing to the City Clerk's Office and request a hearing with the Construction and Property Maintenance Code Board of Appeals. Any appeal must be submitted no later than February 5, 2026.

For transparency, this is the fifth consecutive year the property has been vacant. As such, per the ordinance, the property is no longer eligible for any future exemptions.

Sincerely,

**John England, CCEO**  
Code Enforcement Officer / Inspector II  
**ICC-PMHI**  
City of Dover, Delaware  
15 Loockerman Plaza  
Dover, DE. 19901  
(302) 736-7015  
[jengland@dover.de.us](mailto:jengland@dover.de.us)



Item 2.

RECEIVED  
JAN 30 2026

BY: Phone: (302) 736-4457  
Fax: (302) 736-4217

Division of  
Code Enforcement  
15 Loockerman Plaza  
Dover, DE 19901



### City of Dover Vacant Building Registration

1.	Amount Due:	\$5000.00	LID#:	9070	Amount Paid:	
	Date Due:	1-5-2026	Case #	21-00004256	Date Registered:	11-30-2021
	Vacant Since:	12-01-2016	Tax Parcel #	ED-05-077.09-03-290.000-000		
	Property Address:	406 S Governors Ave. Dover DE 19904				
	Current Property Owner:	John P. & Laura Kelly III				
	Address:	22 N Prestwick Ct. Dover DE 19904				
	Phone:		Cellular:			
	E-Mail:					
2.	<b>** Local agent is required for any owner residing outside of Kent County Delaware</b>					
	Responsible Person/Agent:					
	Address:					
	Phone:		Cellular:			
	E-Mail:					

3. Insurance on Building: Y  / N   
If Yes: Name of Insurance Company: Wilmington Insurance Co.

4. Exempt from Registration Fee: Y  / N   
Explanation of Exemption if granted: Property is for sale **DENIED** 1/30/26  
**NOTE: No Exemption if Registered by City of Dover Staff**

5. \*\*\*\*If building is for sale or lease-Listed Selling Price: \$ 500,000  
\*\*\*\* Attach a copy of the Realtors Listing Sheet (REQUIRED)

6. Owner Signature: [Signature]  
Date: 1/29/26

Fees as follows:

Buildings vacant one year or less;	\$375.00
Buildings vacant for more than one year but less than two years;	\$750.00
Buildings vacant for more than two years but less than three years;	\$1,500.00
Buildings vacant for more than three years but less than five years;	\$3,000.00
Buildings vacant for five years or longer;	\$5,000.00

Interior Inspection Date \_\_\_\_\_

OFFICE USE ONLY			
ELECTRIC:	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>	
GAS SERVICE:	Y <input type="checkbox"/>	N <input checked="" type="checkbox"/>	
BASEMENT:	Y <input type="checkbox"/>	N <input type="checkbox"/>	
SECURED:	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>	
PHOTO:	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>	
STRUCTURE SOUND:	Y <input type="checkbox"/>	N <input type="checkbox"/>	
WEAK FLOORS:	Y <input type="checkbox"/>	N <input type="checkbox"/>	

REVISED 11/22/2023

Community Excellence Through Quality Service

RECEIVED  
JAN 30 2026

BY: .....

**John P. and Laura P. Kelly**

22 North Prestwick Ct.  
Dover, DE 19904

City of Dover  
Planning and Community Development Department  
15 Lookerman Plaza  
Dover DE 19901

RE: 406 South Governors Avenue, Dover, DE

Sir/Madam:

I received your invoice. Unfortunately, I had forgotten about the vacant building filing.

Please accept this tardy filing.

I have posted a reminder on my digital calendar to remind me to prevent it being late.

Can you please have someone send me a .pdf file of the vacant building filing paperwork to the email address below so that I can have it filled out before it is due? And in case I have other buildings that become vacant?

Again, I apologize for this being tardy.

Thank you.

Sincerely,

  
John Kelly  
302-270-8616  
porscheocd@gmail.com

RECEIVED  
JAN 30 2025

McGINNIS COMMERCIAL REAL ESTATE COMPANY  
555 East Loockerman Street \* Dover, Delaware 19901  
(302) 736 - 2710 Office \* (302) 736 - 2715 Telecopier \* [www.mcginnisrealty.com](http://www.mcginnisrealty.com) BY: .....

**EXCLUSIVE AND SOLE RIGHT TO SELL LISTING AGREEMENT**

In consideration of all of the mutual covenants contained herein, the undersigned agrees to exclusively employ McGinnis Commercial Real Estate Company, hereinafter "**Broker,**" and Broker hereby accepts Seller's exclusive employment on an **Exclusive and Sole Right To Sell Basis** for the property described herein, upon the terms and conditions set forth herein, and continuing until the term of this Listing Agreement shall expire, unless sooner terminated or unless extended in writing by the parties hereto :

LISTING TERM : ONE YEAR, COMMENCING OCTOBER 16, 2025, AND TERMINATING OCTOBER 15, 2026, hereinafter, "Listing Term."

LISTING PRICE : FIVE HUNDRED THOUSAND (\$500,000.) DOLLARS, hereinafter, "Sale Price."

SELLER : JOHN P. III, AND LAURA KELLY, hereinafter, "Seller."

TYPE OF ENTITY : INDIVIDUALS

SOCIAL SECURITY NUMBERS : \_\_\_\_\_

MANAGING INDIVIDUAL : JOHN P KELLY, III

ADDRESS : 22 NORTH PRESTWICK COURT, DOVER, DELAWARE 19904

TELEPHONE : office - 302-###-#### cell - 302-270-8616 Email - porscheocd@gmail.com

PROPERTY NAME : KELLY SOUTH GOVERNORS AVENUE PROPERTY, hereinafter, "Property."

PROPERTY ADDRESS : 400 - 410 SOUTH GOVERNORS AVENUE, DOVER, KENT COUNTY, DELA 19904

Seller agrees not to execute any other listing agreement with any other brokerage during the Listing Term. This Listing Agreement will automatically terminate at the end of the Listing Term unless it is extended or renewed in writing by Seller and Broker. This Listing Agreement may be terminated for cause by either party hereto upon the delivery of written notice by the terminating party to the other party of its intention to do so at least thirty (30) days in advance of any such termination with the reason for such termination attached thereto. Upon the termination of this Listing Agreement, Broker agrees to return to Seller all information provided to Broker by Seller as required by the terms of this Listing Agreement.

Any changes in the total Sale Price of the Property shall be delivered to Broker from Seller in writing, and no change in the Sale Price shall be effective until such time as the said written notice has been received by Broker.

At the time Seller enters into a legally enforceable agreement to convey the Property listed herein, whether by sales agreement or lease agreement, Broker's duties shall be deemed completed under this Listing Agreement, unless this Listing Agreement is for multiple properties, and upon satisfaction or waiver of all contingencies and conditions under such agreement, compensation as required under the terms of this Listing Agreement shall be deemed earned by Broker. Any and all payments of the said compensation shall be paid according to the terms of this Listing Agreement, or pursuant to the terms of the agreement (s) conveying the Property.

Seller agrees to pay Broker a cash commission according to the Fee Schedule attached hereto and made a part hereof as compensation for Broker's efforts to procure a purchaser for the Property. If within six (6) months after the expiration of this Listing Agreement, or any extension thereof, the Property is sold directly by Seller to anyone with whom the Broker or Seller had negotiated during the Listing Term, then the said compensation shall be due and payable to Broker. Within thirty (30) days of the termination of this Listing Agreement, the Broker will furnish Seller with a list of prospects with whom negotiations, presentations, or submissions have been made during the Listing Term.

The Fee Schedule attached hereto and made a part hereof reflects a variety of transaction types beyond that transaction type contemplated at the beginning of this Exclusive and Sole Right to Sell Listing Term. In the event the ultimate transaction involving the Property is other than the outright sale of the Property, the commission stipulated in the Fee Schedule for the transaction type ultimately agreed to by Seller shall be due and payable to Broker.

Broker's authority and rights under this Listing Agreement shall continue after the expiration of the Listing Term, or any extension thereof, as to any negotiations pending at the time of the expiration of the Listing Term or any extension thereof. In the event a transaction is executed, pending, and awaiting a closing or effective date at the time this Listing Agreement is scheduled to expire, then and in that event this Listing Agreement shall renew and remain in full force and effect until such time as the transaction closes. In the event such transaction shall fall through, then this Listing Agreement shall terminate as of the date the transaction falls through, unless Seller and Broker shall renew or extend this Listing Agreement as provided for herein.

Seller and Broker agrees that this Listing Agreement is a contract for Brokerage services only, and Broker is not required to represent Seller in any other capacity or perform any Additional Services other than marketing the Property for Sale, and nothing contained herein shall obligate Seller to pay Broker for such Additional Services unless Seller has provided Broker with written authorization to perform such Additional Services. Nothing contained herein shall obligate Broker to manage the Property, to obtain financing for Seller or any prospective purchaser, to acquire permits or approvals on Seller's behalf or for any prospective purchaser, to collect any rental payments due, or to perform any other services, all of which, but not limited to, shall be Additional Services, and compensation for which shall be made to Broker by Seller in accordance with the terms of this Listing Agreement.

Exclusive and unrestricted privilege is hereby granted Broker to place Broker's sign (s) on the Property advertising the Property for Sale. Broker agrees to pay for any and all advertising deemed necessary by the Broker in his professional judgment, and the Seller authorizes all such advertising. Seller understands that he/she is responsible for any and all marketing expenses incurred by Broker during the listing term if this Listing Agreement is canceled for any reason within the first one hundred eighty (180) days of the Listing Term if a one (1) - year listing, or during the first ninety (90) days of the Listing Term if a six (6) - month listing.

In the event Seller defaults on the terms of this Listing Agreement rendering a sale of the Property impossible, Seller agrees to reimburse Broker promptly upon invoicing for any and all advertising expenses incurred by Broker in pursuit of Broker's obligations hereunder.

Broker is authorized to submit the Property to any multiple listing service (s) in which Broker is a participant, and to accept the cooperation of other brokers to show the Property to prospective purchasers.

Broker is authorized to accept and retain deposit monies for the Property until such time as any and all negotiations have been completed, and which shall then be disbursed in accordance with the terms of the resultant agreement (s) conveying the Property. The deposit shall be deemed accepted only when Seller accepts a purchase offer.

Broker agrees to submit any and all written offers by prospective purchasers or lessees to the Seller. Broker is under no obligation to submit verbal offers. Further, Broker is authorized to procure and present back - up offers for the Property until such time as the Seller shall convey title to the Property, or shall lease the Property.

Broker is authorized to submit any offer to purchase or lease the Property from any prospective purchaser or lessee on Broker's form (s). Seller or Seller's legal counsel may deliver to Broker the form of sales or lease agreement to be utilized by Broker in selling or leasing the Property. Seller understands and agrees that Broker is not a lawyer, and shall not ever be acting as such. Nothing contained in this Listing Agreement shall require Broker to use Broker's funds, nor any compensation due Broker for services performed under this Listing Agreement, as or for payment of Seller's legal representation in pursuit of Broker's or Seller's obligations under this Listing Agreement.

Broker is a real estate broker only, and is not a qualified engineer, and therefore is not qualified to render opinions as to the structural integrity of any improvements on the Property. Broker will make no warranties or representations, nor accept liability for the structural integrity, quality, adequacy, or capacities of the improvements and utility services, including the construction materials, and specifically the foundation, structure, roof, and mechanical systems of any improvements at the Property. It is strongly recommended that a qualified

Engineering/Structural inspection be made of the improvements, particularly in the event there is some question regarding these matters. The Broker assumes that all improvements, utility services, and mechanical systems are structurally sound and suffer no concealed or latent defects or inadequacies.

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SELLER

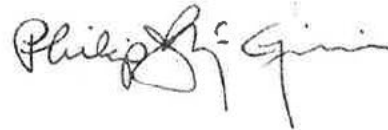
JOHN P KELLY, III, MANAGING MEMBER

OCTOBER 14, 2025

Date

\_\_\_\_\_  
Witness

BROKER  
McGinnis Commercial Real Estate Company



By : \_\_\_\_\_ (seal)  
Philip J McGinnis, President

\_\_\_\_\_  
Witness

OCTOBER 14, 2025  
Date

## FEE SCHEDULE FOR COMMISSIONS

### COMMISSIONS FOR SALES AND CONVEYANCE

- Commission Rate :** SIX (6%) Percent of Consideration paid for Property.
- Cash Transactions :** Entire Commission Due and Payable in cash at Final Settlement from proceeds of Sales Price.
- Exchange Transactions :** Entire Commission Due and Payable in cash at Final Settlement based on Consideration reported.
- Owner - Financed Transactions :** Entire Commission Due and Payable in cash at Final Settlement based on Consideration reported from proceeds of Cash received.
- Default Transactions :** Commission Payable in Cash on Deposit Monies retained, or One - Half (50%) of Deposit Monies, whichever is less.

### COMMISSIONS FOR NON - RESIDENTIAL LEASES DURING SALES LISTING TERM

All Non - Residential Leasing Commissions are calculated according to the following Schedule, which is known as the Entire Commission, and which is to be paid in one lump sum at the beginning of the lease term as described hereinbelow :

- Commission Rate :** Six (6%) Percent of Year #1 Monthly Lease Payments for Year 1; together with Five (5%) Percent of Year #2 Monthly Lease Payments for Year 2; together with Four (4%) Percent of Year #3 Monthly Lease Payments for Year 3; together with Three (3%) Percent of Year #4 through Year #10 Monthly Lease Payments for balance of Original Term, up to Ten Years.
- Lease Type :**
- (a) Full Service Leases  
Commission calculated on total rental payment, including all services, including fixed rate annual rental inflation.
  - (b) Net Leases  
Commission calculated on total rental payment, including any services included in the gross rental amount, including fixed rate annual rental inflation, excluding any services billed by Lessor directly to Lessee.
- Commission Payment :** All Commissions are calculated based on the terms of the Lease Agreement, and are to be paid in full at the beginning of the Lease Term.  
All Compensation due shall be paid fifty (50%) percent at the time of lease acceptance and execution, and the balance of fifty (50%) percent at the time of occupancy of the Property by Lessee.
- Minimum Commission Payment :** The Minimum Lease Commission for any lease transaction is One Thousand (\$1,000.00) Dollars, notwithstanding anything else contained in this Fee Schedule.

**OPTION (S) OR RIGHT (S) OF FIRST REFUSAL TO RENEW, EXTEND LEASE OR OCCUPANCY OF ADDITIONAL SPACE:**

If a Lease or Sub-Lease for which a Commission is payable hereunder contains (i) An Option (s) Or Right (s) Of First Refusal to Renew or To Extend, and the Lease Term (s) is renewed or extended, whether strictly in accordance with the Terms of such Option (s) or Right (s) or otherwise, and/or (ii) An Option (s) or Right (s) of First Refusal to Expand, and a Lessee or Sub-Lessee occupies additional space whether strictly in accordance with the Terms of such Option (s) or Right (s) or otherwise, then Owner shall pay a Leasing Commission in accordance with the provisions of this Schedule on the additional Base Rental to be paid, calculated at the Commission rate applicable hereunder to the years of the Lease in which the Additional Base Rental is payable.

**Commission Rate :** Three (3%) Percent of Total Gross Lease Amount for the Entire Lease Term under such Renewal, Extension, or Expansion.

**Commission Payment :** The Full Commission due shall be payable as of the Effective Date of such Renewal, Extension, or Expansion.

**COMMISSIONS FOR RESIDENTIAL LEASES DURING SALES LISTING TERM**

All residential lease commissions shall be paid in accordance with the schedule contained herein, unless landlord has executed a management agreement with Broker. In the event a prospective purchaser shall enter into negotiations with Seller for occupancy by lease agreement, and said lease agreement shall contain an option to purchase the Property, the compensation described below shall be payable by Seller, who becomes Lessor :

**Commission Rate :** One Month's Rental Amount for each year of the Lease Agreement.

**Commission Payment :** Any Commission due shall be paid at the time of Occupancy of the Property by Lessee.

**Sales Commission :** Per the provisions contained hereinabove.

**LEASE AGREEMENTS/PURCHASE OPTIONS/RIGHTS OF FIRST REFUSAL**

In the event a Prospective Purchaser shall enter into negotiations with Seller for Occupancy by Lease Agreement, the Commissions described below shall be Payable by Seller, who becomes Lessor :

**Lease Commission Rate :** Based on the Provisions of this Schedule described hereinabove.

**Lease Commission Payment :** Based on the Provisions of this Schedule described hereinabove.

**Sales Commission Rate :** Based on the Provisions of this Schedule described hereinabove.

**Sales Commission Payment :** At the time of Final Settlement.

**FEE SCHEDULE FOR ADDITIONAL SERVICES BEYOND BROKERAGE ACTIVITIES**

**PROPERTY MANAGEMENT**

Any and all commission rates and terms described hereinabove are based solely on Broker's responsibility as broker only, in pursuit of prospective purchasers and/or lessees, in compliance with the Listing Agreement between Broker and Owner, whether lessor or seller.

In the event Seller desires Broker to perform management services such as rental collection, additional rental collections, property expense collections, and any and all other such services, then and therefore, Broker shall be entitled to management fees in addition to commission payments.

Seller agrees that such management fees shall be negotiated and the scope of broker/manager's responsibilities shall be contained in a written management agreement, executed by both parties, and in advance of such management services rendered.

**PROPERTY DEVELOPMENT & OTHER SERVICES PROVIDED**

Engagement of Broker by Seller/Lessor for Additional Services shall require SELLER'S WRITTEN AUTHORIZATION OF BROKER FOR ADDITIONAL SERVICES Form to be executed by all Parties.

All Fees are to be paid in advance of Each Meeting, and Before Commencement of any other Work described herein.

Any and All Fees paid to Broker beyond Sales Commissions shall be in addition to any Sales or Leasing Commissions Due Broker.

Attending Meetings	\$ 225.00 (each)
Overseeing Development Of Site Plans and Engineering	\$2,000.00
Preparation and Submission of Financing Request	\$2,000.00
Miscellaneous Duties Beyond Broker's Activities And Those Items Stipulated Above	\$ 75.00 / Hour

Division of Code Enforcement  
15 Loockerman Plaza  
Dover, DE 19901



Phone: (302) 736-4457  
Fax: (302) 736-4217

### City of Dover Vacant Building Registration

1.	Amount Due:	\$5000.00	LID#:	9070	Amount Paid:	TRANS MR 1-6-26	
	Date Due:	1-5-2026	Case #	21-00004256	Date Registered:	11-30-2021	
	Vacant Since:	12-01-2016	Tax Parcel #	ED-05-077.09-03-290.000-000			
	Property Address:	406 S Governors Ave. Dover DE 19904					
	Current Property Owner:	John P. & Laura Kelly III					
	Address:	22 N Prestwick Ct. Dover DE 19904					
	Phone:		Cellular:				
	E-Mail:						
2.	<b>** Local agent is required for any owner residing outside of Kent County Delaware</b>						
	Responsible Person/Agent:						
	Address:						
	Phone:		Cellular:				
	E-Mail:						

3. Insurance on Building: Y  / N   
If Yes: Name of Insurance Company: \_\_\_\_\_

4. Exempt from Registration Fee: Y  / N   
Explanation of Exemption if granted: STAFF REGISTERED

**NOTE: No Exemption if Registered by City of Dover Staff**

5. \*\*\*\*If building is for sale or lease—Listed Selling Price: \_\_\_\_\_  
\*\*\*\*Attach a copy of the Realtors Listing Sheet (REQUIRED)

6. Owner Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Fees as follows:

Buildings vacant one year or less;	\$375.00
Buildings vacant for more than one year but less than two years;	\$750.00
Buildings vacant for more than two years but less than three years;	\$1,500.00
Buildings vacant for more than three years but less than five years;	\$3,000.00
Buildings vacant for five years or longer;	\$5,000.00

Interior Inspection Date \_\_\_\_\_

OFFICE USE ONLY		
ELECTRIC:	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
GAS SERVICE:	Y <input type="checkbox"/>	N <input checked="" type="checkbox"/>
BASEMENT:	Y <input type="checkbox"/>	N <input type="checkbox"/>
SECURED:	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
PHOTO:	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
STRUCTURE SOUND:	Y <input type="checkbox"/>	N <input type="checkbox"/>
WEAK FLOORS:	Y <input type="checkbox"/>	N <input type="checkbox"/>

REVISED 11/22/2023

Community Excellence Through Quality Service

9589 0710 5270 1820 9621 93

U.S. Postal Service  
**CERTIFIED MAIL® RECEIPT**  
 Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

INSPECTIONS DEPARTMENT

Certified Mail Fee \$ \_\_\_\_\_

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ \_\_\_\_\_

Return Receipt (electronic) \$ \_\_\_\_\_

Certified Mail Restricted Delivery \$ \_\_\_\_\_

Adult Signature Required \$ \_\_\_\_\_

Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage 10.44

Postmark Here  
 14907  
 DEC 03 2025  
 JE  
 21-4256  
 1/5

JOHN P & LAURA KELLY  
 22 N PRESTWICK CT  
 DOVER DE 19904

USPS or Instructions

Item 2.

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature  <input checked="" type="checkbox"/> Agent  <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name)  <u>John Kelly</u></p> <p>C. Date of Delivery  <u>12/6/25</u></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes      If YES, enter delivery address below: <input type="checkbox"/> No</p> <p><u>JE</u>  <u>21-4256</u>  <u>1/5</u></p>
<p>1. Article Addressed to:</p> <p>JOHN P &amp; LAURA KELLY          22 N PRESTWICK CT          DOVER DE 19904</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery</p> <p><input checked="" type="checkbox"/> Certified Mail®</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Registered Mail Express®</p> <p><input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p>
<p>2. Article Number (Transfer from service label)</p> <p>9589 0710 5270 1820 9621 93</p>	<p>9590 9402 7900 2234 9595 34</p>

Division of  
Code Enforcement  
15 Loockerman Plaza  
Dover, DE 19901



Phone: (302) 736-7011  
Fax: (302) 736-4217

December 1, 2025

JOHN P & LAURA KELLY  
22 N PRESTWICK CT  
DOVER DE 19904

RE: Property address: 406 S GOVERNORS AVE  
Annual Vacant Building Registration  
**5<sup>th</sup> Year Fee Due \$5000.00**  
Case Number: 21-00004256

Dear Sir or Madam:

This property was registered as a vacant building within the City of Dover. Annual registrations and fees are required each year the dwelling remains vacant. Please complete the enclosed registration form and return with the payment amount as indicated above by **January 05, 2026**. Failure to pay registration fees will result in the fee being placed on the next tax billing. Mail registration form and required payment to:

City of Dover  
Planning and Community Development Department  
15 Loockerman Plaza  
Dover, DE 19901

If the property is no longer vacant or meets the requirements for exemption of payment as identified in the enclosed brochure, please complete the registration form with the updated information and return to this office. ***This would be your 5<sup>th</sup> and final year for exemption.*** You have the right to appeal to the construction and property maintenance code board of appeals. Such an appeal must be filed, in writing, on or before 5pm **January 05, 2026**.

I can be reached by phone at 302-736-7011 or email at [jengland@dover.de.us](mailto:jengland@dover.de.us), should you have any questions or concerns.

Sincerely,

John England  
Code Enforcement Officer

Attachments  
file

Division of  
Code Enforcement  
15 Loockerman Plaza  
Dover, DE 19901



Phone: (302) 736-7011  
Fax: (302) 736-4217

# INVOICE

Date: December 1, 2025  
Invoice #: 21-00004256-05

JOHN P & LAURA KELLY  
22 N PRESTWICK CT  
DOVER DE 19904

RE: Property address: 406 S GOVERNORS AVE  
Tax Parcel #: ED-05-077.09-03-290.000-000

DESCRIPTION	AMOUNT
Vacant Building Registration Fee. (5 <sup>th</sup> Year)	\$5000.00
<b>TOTAL</b>	<b>\$5000.00</b>

Please make all checks payable to City of Dover  
Payment must be received before January 5, 2026.

**Address Information**

Address: 406 S GOVERNORS AVE  
City, state, zip: DOVER DE 199046735  
Carrier route: C023  
Delivery point: 060  
Inside/outside code: IN INSIDE CITY LIMITS  
Jurisdiction: DOVER DOVER  
General location: DIST2 DISTRICT 2  
DRS from Location Master: 20119300  
Address type: Main Parcel  
Effective date:  
Location status: Active  
Last change user: NLS  
Last change date: 10/12/2007

**Parcel Information**

Tax Map Number: ED-05-077.09-03-290.000-000  
Parcel status: Active

**Zoning Information**

Zoning: LTD CENTRAL COMMERCIAL C-2A  
Commissioner district: COUNCIL DISTRICT 2  
Undivided interest %: .00%  
Longitude/latitude: .000000 .000000  
Map X/Y coordinates:  
Property code: COMM

**Current Owner**

Name: KELLY, JOHN P III & LAURA  
Address: 22 N PRESTWICK CT  
DOVER DE 19904

Hi,

**Property Information - 406 S GOVERNORS AVE, DOVER - (2 05 07709 03 2900 000)**

<b>Summary</b>	<b>Buildings</b>	<b>Transfers</b>	<b>Billing</b>	<b>Permits</b>	<b>Map</b>	<b>Taxable Assessment</b>
						PRINT                  BACK                  NEW SEARCH
<b>Parcel Information</b>						
<b>Map Number:</b> 2 05 07709 03 2900 000 <b>Location ID/User Account#:</b> 11600 <b>Property Type:</b> R <b>Account Type:</b> <b>Lot#:</b> <b>Subdivision:</b> <b>Legal Description:</b> W. SD. GOV. AVE., LOT 4590 SQ. FT.			<b>Tax Account ID:</b> 11600 <b>GIS Coord:</b> E-468762 N-420749 <b>Deed BVP:</b> D 240/131 <b>Plat Book:</b> 00000 <b>Acres:</b> 0.11 <b>Total Living Area:</b> 1450 SQFT <b>Total Bedrooms:</b> 3 <b>Full BA:</b> 1 <b>Half BA:</b> 0			
<b>District Information</b>						
<b>Levy Court District:</b> 2ND ( <a href="https://www.kentcountyde.gov/Elected-Officials/Second-District-Commissioner">https://www.kentcountyde.gov/Elected-Officials/Second-District-Commissioner</a> ) <b>Fire:</b> 46_F Robbins Hose (Dover) <b>Sewer:</b> <b>School District:</b> SC18 CAPITAL <b>Trash:</b> <b>Ambulance:</b> 63_A Dover Ambulance <b>Light:</b> <b>Storm Water Management:</b> <b>Tax Ditch:</b>						
<b>Owner</b>						
<b>Name:</b> KELLY JOHN P. III KELLY LAURA <b>Owners Mailing Address:</b> 22 N PRESTWICK CT DOVER, DE 19904						
<b>Location Information</b>						
<b>Location Addresses:</b> 406 S GOVERNORS AVE, DOVER, DE 19901						
<b>Zoning Information</b>						
<b>Zone:</b> C2A - Limited Central Commerc						
<b>Assessed Values</b>						
<b>Land :</b> \$60,100 <b>Buildings:</b> \$65,000 <b>Total:</b> \$125,100						

[« Back](#)
[New Search »](#)

UT220G01

Item 2

CITY OF DOVER

Acct #: [REDACTED] 9070  
 Service Address Cyc/Rte: 20 01  
 KELLY III, JOHN P. & LAURA  
 406 S GOVERNORS AVE  
 DOVER DE 199046735 DOVER  
 SS#: [REDACTED] DL#: [REDACTED]  
 EL MT A Start: 12/15/06 Term: [REDACTED]

A Customer at a Glance  
 Status: A NSF #: [REDACTED]  
 Mailing Address  
 22 N PRESTWICK CT  
 DE 199042333

Cust exempt 12/01/25  
 Tax: N Penalty: N  
 Phone: 302 - 6782636  
 Cash?: N  
 Enote: N  
 Reinst.: N A-pay: N Dep.: N  
 D./C./I. 51877696E

Amt due: [REDACTED]  
 Last notice: 11/03/25  
 Bill Date Amount Pymt Date  
 11/11/25 [REDACTED] 11/03/25  
 10/10/25 [REDACTED] 10/03/25

Pending:  
 Cut date: 10/31/25  
 Delq amt: [REDACTED]  
 Payment plan: Budget:  
 Current A/R Code/Desc/Amount  
 C. CURRENT  
 30. OVER 30  
 More...

Comment  
 NOTE 8/30/21 WA W/O CAME BACK AS METER TURNED OFF;  
 NOTE 8/30/21 LOOKS LIKE DUE TO A LEAK - HAM

F3=Exit F10=Zoom F12=Cancel F20=Cst/loc functions More...

CITY OF DOVER  
Customer/Location Consumption History Inquiry

12/15/06  
14:31:02  
Item 2.

Customer ID: [REDACTED] Name: KELLY III, JOHN P & LAURA  
Location ID: 9070 Addr: 406 S GOVERNORS AVE

Cycle/Route: 20 01  
Initiation date : 12/15/06 Amount due: [REDACTED]  
Termination date: 0/00/00 Pending : [REDACTED]  
Customer status: A Customer/Location status: A

Type options, press Enter.  
1=Select 5=View detail

Opt Code	Type	Date	Actual Consumption	Actual Demand	Days	Meter Number	Est CD	Cmnt CD
-	EL	REG 11/07/25	[REDACTED]	[REDACTED]	30	51877696E		N
-	EL	REG 10/08/25	[REDACTED]	[REDACTED]	30	51877696E		N
-	EL	REG 9/08/25	[REDACTED]	[REDACTED]	32	51877696E		N
-	EL	REG 8/07/25	[REDACTED]	[REDACTED]	30	51877696E		N
-	EL	REG 7/08/25	[REDACTED]	[REDACTED]	29	51877696E		N
-	EL	REG 6/09/25	[REDACTED]	[REDACTED]	32	51877696E		N
-	EL	REG 5/08/25	[REDACTED]	[REDACTED]	30	51877696E		N
-	EL	REG 4/08/25	[REDACTED]	[REDACTED]	29	51877696E		N

F3=Exit F5=Print history  
F12=Cancel

F8=Pending/history trans F10=Change view  
F14=Graph history

UT300I01

CITY OF DOVER

Customer/Location Consumption History Inquiry

12/07/06  
14:31:08  
Item 2.

Customer ID: [REDACTED] Name: KELLY III, JOHN P & LAURA  
Location ID: 9070 Addr: 406 S GOVERNORS AVE

Cycle/Route: 20 01  
Initiation date : 12/15/06 Amount due: [REDACTED]  
Termination date: 0/00/00 Pending :  
Customer status: A Customer/Location status: A

Type options, press Enter.  
1=Select 5=View detail

Opt Code	Service	Reading	Actual Consumption	Actual Demand	Days	Meter Number	Est CD	Cmnt CD
-	WA	REG 11/07/25	[REDACTED]	[REDACTED]	30	94810682W		N
-	WA	REG 10/08/25	[REDACTED]	[REDACTED]	30	94810682W		N
-	WA	REG 9/08/25	[REDACTED]	[REDACTED]	32	94810682W		N
-	WA	REG 8/07/25	[REDACTED]	[REDACTED]	30	94810682W		N
-	WA	REG 7/08/25	[REDACTED]	[REDACTED]	29	94810682W		N
-	WA	REG 6/09/25	[REDACTED]	[REDACTED]	32	94810682W		N
-	WA	REG 5/08/25	[REDACTED]	[REDACTED]	30	94810682W		N
-	WA	REG 4/08/25	[REDACTED]	[REDACTED]	29	94810682W		N +

F3=Exit F5=Print history F8=Pending/history trans F10=Change view  
F12=Cancel F14=Graph history

Division of  
Code Enforcement  
15 Loockerman Plaza  
Dover, DE 19901



Phone: (302) 736-4457  
Fax: (302) 736-4217

### City of Dover Vacant Building Registration

1.	Amount Due:	\$3000.00	LID#:	9070	Amount Paid:	EXEMPT - 1-13-25	
	Date Due:	1-30-2025	Case #	21-00004256	Date Registered:	11-30-2021	
	Vacant Since:	12-01-2016	Tax Parcel #	ED-05-077.09-03-290.000-000			
	Property Address:	406 S Governors Ave. Dover DE 19904					
	Current Property Owner:	John P. & Laura Kelly III					
	Address:	22 N Prestwick Ct. Dover DE 19904					
	Phone:	3026782636	Cellular:	302-270-8616			
	E-Mail:	porscheocd@gmail.com					
2.	<b>** Local agent is required for any owner residing outside of Kent County Delaware</b>						
	Responsible Person/Agent:						
	Address:						
	Phone:		Cellular:				
	E-Mail:						

3. Insurance on Building: Y  / N   
If Yes: Name of Insurance Company: Wilmington Insurance Co

Exempt from Registration Fee: Y  / N

4. Explanation of Exemption if granted: It's on the market

**NOTE: No Exemption if Registered by City of Dover Staff**

5. \*\*\*\*If building is for sale or lease—Listed Selling Price: 500000.00  
\*\*\*\*Attach a copy of the Realtors Listing Sheet (REQUIRED)

6. Owner Signature: John Kelly  
Date: \_\_\_\_\_

Fees as follows:

Buildings vacant one year or less;	\$375.00
Buildings vacant for more than one year but less than two years;	\$750.00
Buildings vacant for more than two years but less than three years;	\$1,500.00
Buildings vacant for more than three years but less than five years;	\$3,000.00
Buildings vacant for five years or longer;	\$5,000.00

Interior Inspection Date \_\_\_\_\_

OFFICE USE ONLY			
ELECTRIC:	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>	
GAS SERVICE:	Y <input type="checkbox"/>	N <input checked="" type="checkbox"/>	
BASEMENT:	Y <input type="checkbox"/>	N <input type="checkbox"/>	
SECURED:	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>	
PHOTO:	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>	
STRUCTURE SOUND:	Y <input type="checkbox"/>	N <input type="checkbox"/>	
WEAK FLOORS:	Y <input type="checkbox"/>	N <input type="checkbox"/>	

Division of  
Code Enforcement  
15 Loockerman Plaza  
Dover, DE 19901



Phone: (302) 736-7011  
Fax: (302) 736-4217

**EXEMPT  
REGISTRATION NOTIFICATION**

January 13, 2025

JOHN P & LAURA KELLY  
22 N PRESTWICK CT  
DOVER DE 19904

RE: Property Address: 406 S GOVERNORS AVE  
Tax Parcel #: ED-05-077.09-03-290.000-000  
Case Number: 21-00004256

Dear Sir/Madam:

This letter is to inform you that your Vacant Building Registration is Exempt from the registration fee for the reason listed below:

**The building is actively being offered for sale or lease.**

Should you have any questions, please contact the Department of Inspections (302) 736-7011. Thank you.

Sincerely,

John England  
Code Enforcement Officer

cc: file

## England IV, John G

---

**From:** Philip McGinnis <pjm@mcginnisrealty.com>  
**Sent:** Thursday, January 9, 2025 9:03 AM  
**To:** England IV, John G; John Kelly  
**Cc:** Kopp, Eddie L  
**Subject:** RE: EXTERNAL: Re: 406 South Governors Ave. Vacant Building exemption

Ah ha!

Zillow and Realtor.com are not MLS. They are MLS scrapers.

If you are using Zillow and Realtor.com for your information, you are and will be misled.

And more so for commercial properties. Those two entities are primarily residential outlets.

Did you look on my website? My sign is in front of the building. You'll find the property on my website.

Please do not rely on Zillow and Realtor.com for you "on the market" verifications in the future.

Phil McGinnis, CCIM, GAA, ACoM, ALC, e-PRO

[McGinnis Commercial Real Estate Company](#)

302-736-2710 office

302-270-0656 cell

<mailto:pjm@mcginnisrealty.com>



**From:** England IV, John G <jengland@dover.de.us>  
**Sent:** Thursday, January 9, 2025 8:54 AM  
**To:** Philip McGinnis <pjm@mcginnisrealty.com>; John Kelly <porscheocd@gmail.com>  
**Cc:** Kopp, Eddie L <ekopp@dover.de.us>  
**Subject:** RE: EXTERNAL: Re: 406 South Governors Ave. Vacant Building exemption

Good morning, gentlemen

I received your updated listing contract and bright MLS page.

Be advised that the internet, including Zillow & [realtor.com](#) shows this property Off the market.

Please see that attached Vacant Building Registration form and fill it out and return to me. I still need a signed VBO form this year.

On line #4 check yes for the exemption for this year. Reason being; it's on the market.

This must be done every year.

Regards,

John England

I'm using Adobe Acrobat.

Here's the [VBO Form 20241230.pdf](#) for you to review.

*John England*

Code Enforcement Officer / Inspector II

## England IV, John G

---

**From:** England IV, John G  
**Sent:** Thursday, January 9, 2025 8:54 AM  
**To:** [pjm@mcginnisrealty.com](mailto:pjm@mcginnisrealty.com); John Kelly  
**Cc:** Kopp, Eddie L  
**Subject:** RE: EXTERNAL: Re: 406 South Governors Ave. Vacant Building exemption

Good morning, gentlemen

I received your updated listing contract and bright MLS page.  
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On line #4 check yes for the exemption for this year. Reason being; it's on the market.  
 This must be done every year.

Regards,

John England

I'm using Adobe Acrobat.  
 Here's the [VBO Form 20241230.pdf](#) for you to review.

*John England*

Code Enforcement Officer / Inspector II

ICC-PMHI

City of Dover

15 Loockerman Plaza

Dover, DE. 19901

302-736-7015 P

[jengland@dover.de.us](mailto:jengland@dover.de.us)



**From:** Kopp, Eddie L <[ekopp@dover.de.us](mailto:ekopp@dover.de.us)>  
**Sent:** Wednesday, January 8, 2025 3:58 PM  
**To:** England IV, John G <[jengland@dover.de.us](mailto:jengland@dover.de.us)>  
**Subject:** Fw: EXTERNAL: Re: 406 South Governors Ave. Vacant Building exemption

## England IV, John G

---

**From:** Kopp, Eddie L  
**Sent:** Wednesday, January 8, 2025 3:58 PM  
**To:** England IV, John G  
**Subject:** Fw: EXTERNAL: Re: 406 South Governors Ave. Vacant Building exemption  
**Attachments:** kelly gov ave bright listing jan 2025.pdf; kelly gov ave sales listing October 2024 full version fully executed.pdf

### *Eddie Kopp*

**Chief Code Enforcement Officer**  
**City of Dover, Delaware**  
**302- 760-4929 Phone**  
**302-736-4217 Fax**  
[ekopp@dover.de.us](mailto:ekopp@dover.de.us)

---

**From:** Philip McGinnis <pjm@mcginnisrealty.com>  
**Sent:** Wednesday, January 8, 2025 15:10  
**To:** Kopp, Eddie L <ekopp@dover.de.us>; John Kelly <porscheocd@gmail.com>  
**Subject:** RE: EXTERNAL: Re: 406 South Governors Ave. Vacant Building exemption

You don't often get email from pjm@mcginnisrealty.com. [Learn why this is important](#)

Eddie-

I dispute that you found the property "off the market."

Attached is the executed listing agreement, and the Bright MLS report, notice that the expiration date is Oct 2025.

I also checked with my status on Crexi, and I am active all the way.

Please let me know if you need anything else.

In the future, if you have any confusion whatsoever, for anything concerning one of my listings, please reach out to me and I will unconfusify you. Happily.

Phil McGinnis, CCIM, GAA, ACoM, ALC, e-PRO  
[McGinnis Commercial Real Estate Company](#)  
 302-736-2710 office  
 302-270-0656 cell  
<mailto:pjm@mcginnisrealty.com>



**From:** Kopp, Eddie L <ekopp@dover.de.us>  
**Sent:** Wednesday, January 8, 2025 10:08 AM  
**To:** Philip McGinnis <pjm@mcginnisrealty.com>; John Kelly <porscheocd@gmail.com>  
**Subject:** Re: EXTERNAL: Re: 406 South Governors Ave. Vacant Building exemption

Can you provide a copy of the contract? The contact we have on file expired October 15, 2024. Also an online search is showing the property is off the market.

**Eddie Kopp**

**Chief Code Enforcement Officer**  
**City of Dover, Delaware**  
**302- 760-4929 Phone**  
**302-736-4217 Fax**  
[ekopp@dover.de.us](mailto:ekopp@dover.de.us)

---

**From:** Philip McGinnis <[pjm@mcginnisrealty.com](mailto:pjm@mcginnisrealty.com)>  
**Sent:** Monday, January 6, 2025 19:54  
**To:** John Kelly <[porscheocd@gmail.com](mailto:porscheocd@gmail.com)>  
**Cc:** Kopp, Eddie L <[ekopp@dover.de.us](mailto:ekopp@dover.de.us)>  
**Subject:** EXTERNAL: Re: 406 South Governors Ave. Vacant Building exemption

[You don't often get email from [pjm@mcginnisrealty.com](mailto:pjm@mcginnisrealty.com). Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification> ]

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Guys  
I can send copy of signed listing agreement tomorrow if necessary.

Phil McGinnis  
[pjm@mcginnisrealty.com](mailto:pjm@mcginnisrealty.com)  
(302) 736-2710 office  
(302) 270-0656 cell  
Sent from my iPhone

> On Jan 6, 2025, at 6:50 PM, John Kelly <[porscheocd@gmail.com](mailto:porscheocd@gmail.com)> wrote:  
>  
>  
> Mr Kopp,  
>  
> Happy New Year. I hope your holiday was enjoyable.  
>  
> I received a letter from John England today with an invoice for a vacant building for the above referenced property.  
>  
> I spoke with Mr. England a year ago when I received a similar letter. I thought we had it resolved at that time.  
>  
> The property is listed with Philip McGinnes at McGinnis Commercial Realty. There is a sign directly in front of the building. I believe this qualifies as an exemption. It did last year.  
>  
> I have cc:'d Phil on this email.  
>  
> Kindly reverse the invoice and email me when that has been completed.

>  
> Thank you.  
>  
> Sincerely,  
>  
> John Kelly

**Phil McGinnis**  
 McGinnis Commercial Real Estate  
 CCIM, ePRO, GAA, GRI  
 Ph: (302) 736-1516



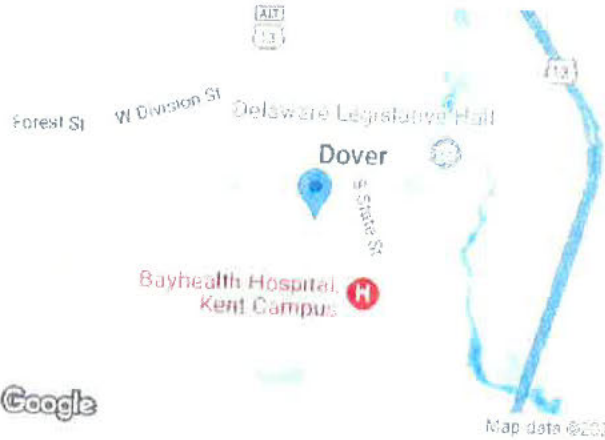
**Agent Full**

**400-410 S Governors Ave, Dover, DE 19901**

**Active**

**Commercial Sale**

**\$500,000**



MLS #: DEKT2023284  
 Tax ID #: ED-05-07709-03-3000-000  
 Ownership Interest: Fee Simple  
 Sub Type: Land for Commercial Use  
 Waterfront: No

Available SqFt: 15,000.00  
 Business Use: Apartment Building, Other/General Retail, Professional  
 Year Built: 2025

**Location**

County: Kent, DE  
 In City Limits: Yes  
 MLS Area: Capital - Kent County (30802)

School District: Capital  
 Cross Street: Bank Lane

**Association / Community Info**

Property Manager: No

Association Recreation Fee: No

**Taxes and Assessment**

Tax Annual Amt / Year: \$31 / 2023  
 School Tax: \$25  
 County Tax: \$3 / Annually  
 City/Town Tax: \$3 / Annually  
 Clean Green Assess: No  
 Municipal Trash: Yes

Tax Assessed Value: \$1,000 / 2023  
 Land Assessed Value: \$1,000  
 Historic: Yes  
 Land Use Code: 0  
 Block/Lot: 03 / 3000-000

Zoning: C2A

**Commercial Sale Information**

Business Type: Apartment Building, Other/General Retail, Professional

Potential Tenancy: Multiple Assessor

**Building Info**

Building Total SQFT: Assessor

Construction Materials: Other  
 Total Loading Docks: 0  
 Total Levelers: 0  
 Total Drive In Doors: 0

**Lot**

Lot Acres / SQFT: 0.34a / 15000sf / Estimated  
 Fencing Y/N: No  
 Location Type: Corner Lot/Unit

Lot Size Dimensions: 105.50 x 140.00  
 Road: 246 / Black Top / Public Corner  
 Lot Features: Corner  
 Tax Opportunity Zone Y/N: Yes

**Ground Rent**

Ground Rent Exists: No

**Parking**

Total Parking Spaces: 0

Features: No Parking

**Interior Features**

Interior Features: Accessibility Features: None

**Utilities**

Utilities: No Cooling; Cooling Fuel: Electric; Heating: None; Heating Fuel: Natural Gas; Hot Water: Electric; Water Source: Public; Sewer: Public Sewer

**Remarks**

Public: This property is an assemblage of four parcels located on the southwest corner of South Governors Ave and Bank Lane, between Lookerman St and Water St, in the City of Dover, Kent County, Delaware. The property is four parcels assembled into 14,993 +/- sq ft of land, with two buildings totaling 3,470 sq ft, including an office, retail space, and an apartment. The property is zoned C2-A, Limited Central Commercial Zone, which permits a variety of uses including office, retail, hotel, churches, restaurants, personal service establishments, and many more. All central utilities are connected to the property in sufficient capacity to accommodate a number of alternative uses, including multi- family, office, retail, and storage, among others. The existing buildings should be demolished and removed. Governors Ave is a major north - south linkage route in the City of Dover. The new courthouse is to be built directly across the street. Many important landmarks are located nearby, including the existing courthouses, Dept of Justice, Downtown Dover, Legislative Hall, and Lookerman St for east-west linkage.

**Listing Office**

Listing Agent: [Phil McGinnis](#) (3154593) (Lic# R1-0001967) (302) 736-1538  
Listing Agent Email: [pjm@mcginnisrealty.com](mailto:pjm@mcginnisrealty.com)  
Responsible Broker: Phil McGinnis (3154593) (Lic# R1-0001967-DE)  
Listing Office: [McGinnis Commercial Real Estate](#) (MCGINCOM) (Lic# RM0000200)  
555 E Lookerman St, Dover, DE 19901-3779  
Office Phone: (302) 736-1538 Office Fax:(302) 736-2715  
Office Email: [pjm@mcginnisrealty.com](mailto:pjm@mcginnisrealty.com)

**Showing**


Appointment Phone: (302) 736-2710  
Showing Contact: Agent Lock Box Type: None  
Contact Name: Philip McGinnis  
Showing Requirements: Call First - Listing Agent  
Cross Street: Bank Lane  
Showing Method: In-Person Only  
Directions: Southwest corner of South Governors Avenue and Bank Lane in the City of Dover

**Listing Details**

Original Price: \$500,000 Owner Name: John P Kelly 3rd & Laura Kelly  
Listing Agrmnt Type: Exclusive Agency DOM / CDOM: 456 / 456  
Prospects Excluded: No Original MLS Name: BRIGHT  
Listing Service Type: Full Service Expiration Date: 10/15/25  
Dual Agency: Yes Lease Considered: No  
Sale Type: Standard Seller Concessions:  
Listing Term Begins: 10/11/2023  
Listing Entry Date: 10/11/2023  
Possession: 0-30 Days CD





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Search Criteria

Listing ID is dekt2023284

Selected 1 of 1 result.



The Fee Schedule attached hereto and made a part hereof reflects a variety of transaction types beyond that transaction type contemplated at the beginning of this Exclusive and Sole Right to Sell Listing Term. In the event the ultimate transaction involving the Property is other than the outright sale of the Property, the commission stipulated in the Fee Schedule for the transaction type ultimately agreed to by Seller shall be due and payable to Broker.

Broker's authority and rights under this Listing Agreement shall continue after the expiration of the Listing Term, or any extension thereof, as to any negotiations pending at the time of the expiration of the Listing Term or any extension thereof. In the event a transaction is executed, pending, and awaiting a closing or effective date at the time this Listing Agreement is scheduled to expire, then and in that event this Listing Agreement shall renew and remain in full force and effect until such time as the transaction closes. In the event such transaction shall fall through, then this Listing Agreement shall terminate as of the date the transaction falls through, unless Seller and Broker shall renew or extend this Listing Agreement as provided for herein.

Seller and Broker agrees that this Listing Agreement is a contract for Brokerage services only, and Broker is not required to represent Seller in any other capacity or perform any Additional Services other than marketing the Property for Sale, and nothing contained herein shall obligate Seller to pay Broker for such Additional Services unless Seller has provided Broker with written authorization to perform such Additional Services. Nothing contained herein shall obligate Broker to manage the Property, to obtain financing for Seller or any prospective purchaser, to acquire permits or approvals on Seller's behalf or for any prospective purchaser, to collect any rental payments due, or to perform any other services, all of which, but not limited to, shall be Additional Services, and compensation for which shall be made to Broker by Seller in accordance with the terms of this Listing Agreement.

Exclusive and unrestricted privilege is hereby granted Broker to place Broker's sign (s) on the Property advertising the Property for Sale. Broker agrees to pay for any and all advertising deemed necessary by the Broker in his professional judgment, and the Seller authorizes all such advertising. Seller understands that he/she is responsible for any and all marketing expenses incurred by Broker during the listing term if this Listing Agreement is canceled for any reason within the first one hundred eighty (180) days of the Listing Term if a one (1) – year listing, or during the first ninety (90) days of the Listing Term if a six (6) – month listing.

In the event Seller defaults on the terms of this Listing Agreement rendering a sale of the Property impossible, Seller agrees to reimburse Broker promptly upon invoicing for any and all advertising expenses incurred by Broker in pursuit of Broker's obligations hereunder.

Broker is authorized to submit the Property to any multiple listing service (s) in which Broker is a participant, and to accept the cooperation of other brokers to show the Property to prospective purchasers.

Broker is authorized to accept and retain deposit monies for the Property until such time as any and all negotiations have been completed, and which shall then be disbursed in accordance with the terms of the resultant agreement (s) conveying the Property. The deposit shall be deemed accepted only when Seller accepts a purchase offer.

Broker agrees to submit any and all written offers by prospective purchasers or lessees to the Seller. Broker is under no obligation to submit verbal offers. Further, Broker is authorized to procure and present back - up offers for the Property until such time as the Seller shall convey title to the Property, or shall lease the Property.

Broker is authorized to submit any offer to purchase or lease the Property from any prospective purchaser or lessee on Broker's form (s). Seller or Seller's legal counsel may deliver to Broker the form of sales or lease agreement to be utilized by Broker in selling or leasing the Property. Seller understands and agrees that Broker is not a lawyer, and shall not ever be acting as such. Nothing contained in this Listing Agreement shall require Broker to use Broker's funds, nor any compensation due Broker for services performed under this Listing Agreement, as or for payment of Seller's legal representation in pursuit of Broker's or Seller's obligations under this Listing Agreement.

Broker is a real estate broker only, and is not a qualified engineer, and therefore is not qualified to render opinions as to the structural integrity of any improvements on the Property. Broker will make no warranties or representations, nor accept liability for the structural integrity, quality, adequacy, or capacities of the improvements and utility services, including the construction materials, and specifically the foundation, structure, roof, and mechanical systems of any improvements at the Property. It is strongly recommended that a qualified

Engineering/Structural inspection be made of the improvements, particularly in the event there is some question regarding these matters. The Broker assumes that all improvements, utility services, and mechanical systems are structurally sound and suffer no concealed or latent defects or inadequacies.

Broker is not an expert in environmental matters and Broker has not made, nor has been asked to make, nor will make any representations with respect to environmental conditions or suitability of the Property, including hazardous conditions, wetlands, soil qualities, or any other similar conditions. All obligations regarding compliance with statutes, ordinances and regulations relating to environmental matters are the sole responsibility of the Seller. Seller agrees to immediately notify Broker of any matters of which Seller is, or becomes aware of, any environmental concern to the Property, and will provide such information to any prospective purchaser and, to the extent required by law, to the appropriate governmental authority.

Seller shall, during the Listing Term or any extension thereof, refer to Broker any and all inquiries received by Seller from any source whatsoever, including other brokers, with respect to or concerning the Property or any part thereof, together with the name, address, telephone number (s), email address, and any other contact information obtained by Seller, of the person (s) or entity (ies) making such inquiry. Further, Seller shall forward to Broker any and all purchase or lease offers and inquiries, whether written or verbal.

Seller warrants and represents that it currently has, and will continue to maintain a good, marketable, fee simple title to the Property, subject only to any existing easements and restrictions, and mortgages that would be satisfied by the proceeds of sale, that the Property is currently properly zoned according to the requirements of applicable government authorities for its existing use, that any existing or proposed construction will conform to the requirements of all applicable codes, requirements, statutes, ordinances, and the like, that all permits required by all applicable codes, requirements, statutes, ordinances, and the like, have been or will be acquired.

Seller agrees to promptly deliver to Broker any and all materials or information regarding the Property such as plot plans, floorplans, construction plans and specifications, service contracts, lease agreements, income and expense operating data, and other such information to aid Broker in performing its obligations hereunder. Further, Seller agrees to promptly cooperate with requests by Broker or any prospective purchaser for additional information reasonably required to sell the Property. Broker agrees to comply with Seller's reasonable request for confidentiality for any and all of the information provided.

Seller hereby covenants that it has disclosed any and all defects of any part of the Property to Broker, including threats of condemnation, or known or expected environmentally hazardous conditions, and has made no deliberate misrepresentations as to the condition of any part of the Property. Non - residential properties are exempt from Delaware's Property Disclosure statutes, however, Seller agrees nonetheless to disclose any and all such defects.

Seller is unaware of, nor will permit any event or occurrence which would prohibit the occupancy of the Property.

Seller agrees to comply with all applicable federal, state, county, or municipal fair housing and civil rights legislation in the sale of the Property and further agrees specifically not to discriminate against any person because of race, color, creed, sex, religion, age, marital status, national origin, or handicap.

Nothing contained herein shall empower, nor require, Broker to authorize or engage any contractor, subcontractor, firm, company or other entity at Seller's expense without the written authorization of Seller to do so. Seller agrees that all such services contracted for by Broker on behalf of Seller shall be contracted for in the name of the Seller, and Seller agrees to pay promptly any and all invoices for such services submitted to Seller.

Seller agrees to save Broker harmless from any damage suits in connection with the marketing of the Property, and from liability from injury suffered by Broker, its Agents or Employees, and from liability from injury suffered by any prospective purchaser, or invitee, or contractor, or whomever, and to carry public liability insurance adequate to cover the interests of the parties hereto, unless such injury or damage shall result from the willful misconduct, recklessness, or gross negligence of Broker.

Seller agrees to save Broker harmless from liability for any error in judgment or for any mistake of fact of law, except for cases of willful misconduct or gross negligence.

This Listing Agreement shall be the entire agreement of the parties hereto. This Listing Agreement may be amended in writing and such amendment shall be incorporated into the terms of this Listing Agreement.

McGINNIS COMMERCIAL REAL ESTATE COMPANY \* SALES, LEASING, DEVELOPMENT, MANAGEMENT  
555 East Loockerman Street, Dover, DE, 19901 \* (302) 736 - 2710 Office \* (302) 736 - 2715 Fax \* [www.mcginnisrealty.com](http://www.mcginnisrealty.com)

There shall be no oral representations or agreements between the parties hereto, and any such oral representation or agreement shall have no force or effect on the terms and conditions of this Listing Agreement.

This Listing Agreement shall be construed according to the laws of the State of Delaware.

This Listing Agreement shall be binding upon the parties hereto, their heirs, assigns, and legal representatives.

Seller and Broker have read carefully, and understands, and approves of the provisions and covenants as stated herein.

In the event Seller fails to make payments within the time limits set forth herein, then from the date due until paid, the delinquent amount shall bear interest at the rate of then current prime rate at The Wall Street Journal. Seller, by executing this Listing Agreement, agrees such interest penalty is reasonable and acceptable, and is a condition to the engagement of Broker by Seller.

If Broker is required to institute legal action against Seller relating to this Listing Agreement or any other agreement resulting from Broker's engagement by Seller, and successfully prosecutes such action, Broker shall be entitled to reasonable attorney's fees and costs. If Broker files a claim against Seller and Seller successfully defends such claim, Broker shall pay reasonable attorney's fees and costs.

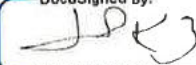
This Listing Agreement shall contain a contract of eight (8) pages, including a Fee Schedule. Nothing shall require Broker to perform any Additional Services until such time as Broker receives the written authorization by Seller to do so.

Seller hereby covenants that he/she is empowered to execute this Listing Agreement binding the Seller to the terms of this Listing Agreement. Further, Seller hereby covenants that he/she is empowered to execute a Sales and/or Lease Agreement (s) for the Property binding the Seller to the ultimate terms of such Agreement (s). Seller agrees to notify Broker in writing in the event changes are made by Seller to the individuals empowered by Seller to execute a binding Agreement (s).

Both parties hereto acknowledge that they are entitled to seek legal advice prior to the execution of this Listing Agreement, and by executing this Listing Agreement each party hereto has affirmed that such legal advice was obtained.

OWNER	J P . III, AND LAURA KELLY	size sf	size acre	zoning	S GOV frontage	ALLEY frontage	depth	improvements	owner	DEED
PARCEL 419	ED05 - 07709 - 03 - 2700 - 00001 419 SOUTH GOVERNORS AVENUE, 19904	6,447	0.148	C2-A	47.00	45.11	140.00	improved	individual	D4513 - 210
PARCEL 402	ED05 - 07709 - 03 - 2800 - 00001 SHOTGUN ALLEY	2,234	0.051	C2-A	0.00	45.00	49.64	unimproved	individual	D4022 - 288
PARCEL 406	ED05 - 07709 - 03 - 2900 - 00001 406 SOUTH GOVERNORS AVENUE, 19904	4,590	0.105	C2-A	45.00	0.00	102.00	improved	individual	D240 - 131
PARCEL 400	ED05 - 07709 - 03 - 3000 - 00001 400 SOUTH GOVERNORS AVENUE, 19904	1,722	0.049	C2-A	12.50	11.10	140.00	unimproved	individual	D240 - 131
		14,993	0.344		105.50	101.21				

SELLER

DocuSigned by:  
  
 3AAE77D762864D0

JOHN P KELLY, III, MANAGING MEMBER

11/6/2024

OCTOBER, 2024

Date

Witness

BROKER  
McGinnis Commercial Real Estate Company

\_\_\_\_\_  
Witness

DocuSigned by:  
*Philip J McGinnis*  
By : \_\_\_\_\_ (seal)  
FACBB201222E400  
Philip J McGinnis, President

OCTOBER \_\_, 2024  
Date 10/10/2024

### FEE SCHEDULE FOR COMMISSIONS

#### COMMISSIONS FOR SALES AND CONVEYANCE

- Commission Rate :** SIX (6%) Percent of Consideration paid for Property.
- Cash Transactions :** Entire Commission Due and Payable in cash at Final Settlement from proceeds of Sales Price.
- Exchange Transactions :** Entire Commission Due and Payable in cash at Final Settlement based on Consideration reported.
- Owner - Financed Transactions :** Entire Commission Due and Payable in cash at Final Settlement based on Consideration reported from proceeds of Cash received.
- Default Transactions :** Commission Payable in Cash on Deposit Monies retained, or One - Half (50%) of Deposit Monies, whichever is less.

#### COMMISSIONS FOR NON – RESIDENTIAL LEASES DURING SALES LISTING TERM

All Non – Residential Leasing Commissions are calculated according to the following Schedule, which is known as the Entire Commission, and which is to be paid in one lump sum at the beginning of the lease term as described hereinbelow :

- Commission Rate :** Six (6%) Percent of Year #1 Monthly Lease Payments for Year 1; together with Five (5%) Percent of Year #2 Monthly Lease Payments for Year 2; together with Four (4%) Percent of Year #3 Monthly Lease Payments for Year 3; together with Three (3%) Percent of Year #4 through Year #10 Monthly Lease Payments for balance of Original Term, up to Ten Years.
- Lease Type :**
- (a) Full Service Leases  
Commission calculated on total rental payment, including all services, including fixed rate annual rental inflation.
  - (b) Net Leases  
Commission calculated on total rental payment, including any services included in the gross rental amount, including fixed rate annual rental inflation, excluding any services billed by Lessor directly to Lessee.
- Commission Payment :** All Commissions are calculated based on the terms of the Lease Agreement, and are to be paid in full at the beginning of the Lease Term.  
All Compensation due shall be paid fifty (50%) percent at the time of lease acceptance and execution, and the balance of fifty (50%) percent at the time of occupancy of the Property by Lessee.
- Minimum Commission Payment :** The Minimum Lease Commission for any lease transaction is One Thousand (\$1,000.00) Dollars, notwithstanding anything else contained in this Fee Schedule.

**OPTION (S) OR RIGHT (S) OF FIRST REFUSAL TO RENEW, EXTEND LEASE OR OCCUPANCY OF ADDITIONAL SPACE:**

If a Lease or Sub-Lease for which a Commission is payable hereunder contains (i) An Option (s) Or Right (s) Of First Refusal to Renew or To Extend, and the Lease Term (s) is renewed or extended, whether strictly in accordance with the Terms of such Option (s) or Right (s) or otherwise, and/or (ii) An Option (s) or Right (s) of First Refusal to Expand, and a Lessee or Sub-Lessee occupies additional space whether strictly in accordance with the Terms of such Option (s) or Right (s) or otherwise, then Owner shall pay a Leasing Commission in accordance with the provisions of this Schedule on the additional Base Rental to be paid, calculated at the Commission rate applicable hereunder to the years of the Lease in which the Additional Base Rental is payable.

**Commission Rate :** Three (3%) Percent of Total Gross Lease Amount for the Entire Lease Term under such Renewal, Extension, or Expansion.

**Commission Payment :** The Full Commission due shall be payable as of the Effective Date of such Renewal, Extension, or Expansion.

**COMMISSIONS FOR RESIDENTIAL LEASES DURING SALES LISTING TERM**

All residential lease commissions shall be paid in accordance with the schedule contained herein, unless landlord has executed a management agreement with Broker. In the event a prospective purchaser shall enter into negotiations with Seller for occupancy by lease agreement, and said lease agreement shall contain an option to purchase the Property, the compensation described below shall be payable by Seller, who becomes Lessor :

**Commission Rate :** One Month's Rental Amount for each year of the Lease Agreement.

**Commission Payment :** Any Commission due shall be paid at the time of Occupancy of the Property by Lessee.

**Sales Commission :** Per the provisions contained hereinabove.

**LEASE AGREEMENTS/PURCHASE OPTIONS/RIGHTS OF FIRST REFUSAL**

In the event a Prospective Purchaser shall enter into negotiations with Seller for Occupancy by Lease Agreement, the Commissions described below shall be Payable by Seller, who becomes Lessor :

**Lease Commission Rate :** Based on the Provisions of this Schedule described hereinabove.

**Lease Commission Payment :** Based on the Provisions of this Schedule described hereinabove.

**Sales Commission Rate :** Based on the Provisions of this Schedule described hereinabove.

**Sales Commission Payment :** At the time of Final Settlement.

**FEE SCHEDULE FOR ADDITIONAL SERVICES BEYOND BROKERAGE ACTIVITIES**

**PROPERTY MANAGEMENT**

Any and all commission rates and terms described hereinabove are based solely on Broker’s responsibility as broker only, in pursuit of prospective purchasers and/or lessees, in compliance with the Listing Agreement between Broker and Owner, whether lessor or seller.

In the event Seller desires Broker to perform management services such as rental collection, additional rental collections, property expense collections, and any and all other such services, then and therefore, Broker shall be entitled to management fees in additional to commission payments.

Seller agrees that such management fees shall be negotiated and the scope of broker/manager’s responsibilities shall be contained in a written management agreement, executed by both parties, and in advance of such management services rendered.

**PROPERTY DEVELOPMENT & OTHER SERVICES PROVIDED**

Engagement of Broker by Seller/Lessor for Additional Services shall require SELLER’S WRITTEN AUTHORIZATION OF BROKER FOR ADDITIONAL SERVICES Form to be executed by all Parties.

All Fees are to be paid in advance of Each Meeting, and Before Commencement of any other Work described herein.

Any and All Fees paid to Broker beyond Sales Commissions shall be in addition to any Sales or Leasing Commissions Due Broker.

Attending Meetings	\$ 225.00 (each)
Overseeing Development Of Site Plans and Engineering	\$2,000.00
Preparation and Submission of Financing Request	\$2,000.00
Miscellaneous Duties Beyond Broker’s Activities And Those Items Stipulated Above	\$ 75.00 / Hour

U.S. Postal Service  
**CERTIFIED MAIL® RECEIPT**  
 Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

9589 0710 5270 2357 6238 54

Item 2.

OFFICIAL USE

Certified Mail Fee \$ \_\_\_\_\_

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ \_\_\_\_\_

Return Receipt (electronic) \$ \_\_\_\_\_

Certified Mail Restricted Delivery \$ \_\_\_\_\_

Adult Signature Required \$ \_\_\_\_\_

Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage \$ \_\_\_\_\_

Postmark Here

9.64

JE 21-4254

JAN 03 2023

11/30

JOHN & LAURA KELLY  
 22 N PRESTWICK CT  
 DOVER DE 19904

PS Form 3811, January 2023 PSN 7530-02-000-9053 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p><i>JE Laura P. Kelly</i></p> <p>B. Received by (Printed Name) _____ C. Date of Delivery _____</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes          If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p>JOHN &amp; LAURA KELLY          22 N PRESTWICK CT          DOVER DE 19904</p>	<p>3. Service Type <i>214250</i> <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Registered Mail™</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Registered Mail</p>
<p>2. Article Number (Transfer from service label)</p> <p>9589 0710 5270 2357 6238 54</p>	<p><input type="checkbox"/> Restricted Delivery</p>

Division of  
Code Enforcement  
15 Lockerman Plaza  
Dover, DE 19901



Phone: (302) 736-7011  
Fax: (302) 736-4217

December 30, 2024

JOHN P & LAURA KELLY  
22 N PRESTWICK CT  
DOVER DE 19904

RE: Property address: 406 S GOVERNORS AVE  
Annual Vacant Building Registration  
**4th Year Fee Due \$3000.00**  
Case Number: 21-00004256

Dear Sir or Madam:

This property was registered as a vacant building within the City of Dover. Annual registrations and fees are required each year the dwelling remains vacant. Please complete the enclosed registration form and return with the payment amount as indicated above by **January 30, 2025**. Failure to pay registration fees will result in the fee being placed on the next tax billing. Mail registration form and required payment to:

City of Dover  
Planning and Community Development Department  
15 Lockerman Plaza  
Dover, DE 19901

If the property is no longer vacant or meets the requirements for exemption of payment as identified in the enclosed brochure, please complete the registration form with the updated information and return to this office. You have the right to appeal to the construction and property maintenance code board of appeals. Such an appeal must be filed, in writing, on or before 5pm **January 30, 2025**.

I can be reached by phone at 302-736-7011 or email at [jengland@dover.de.us](mailto:jengland@dover.de.us), should you have any questions or concerns.

Sincerely,

John England  
Code Enforcement Officer

Attachments  
file

Division of  
Code Enforcement  
15 Loockerman Plaza  
Dover, DE 19901



Phone: (302) 736-4457  
Fax: (302) 736-4217

### City of Dover Vacant Building Registration

1.	Amount Due:	\$3000.00	LID#:	9070	Amount Paid:	
	Date Due:	1-30-2025	Case #	21-00004256	Date Registered:	11-30-2021
	Vacant Since:	12-01-2016	Tax Parcel #	ED-05-077.09-03-290.000-000		
	Property Address:	406 S Governors Ave. Dover DE 19904				
	Current Property Owner:	John P. & Laura Kelly III				
	Address:	22 N Prestwick Ct. Dover DE 19904				
	Phone:		Cellular:			
	E-Mail:					
2.	<b>** Local agent is required for any owner residing outside of Kent County Delaware</b>					
	Responsible Person/Agent:					
	Address:					
	Phone:		Cellular:			
	E-Mail:					

3. Insurance on Building: Y  / N   
If Yes: Name of Insurance Company: \_\_\_\_\_

4. Exempt from Registration Fee: Y  / N   
Explanation of Exemption if granted: \_\_\_\_\_

**NOTE: No Exemption if Registered by City of Dover Staff**

5. \*\*\*\*If building is for sale or lease-Listed Selling Price: \_\_\_\_\_  
\*\*\*\* Attach a copy of the Realtors Listing Sheet (REQUIRED)

6. Owner Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Fees as follows:

Buildings vacant one year or less;	\$375.00
Buildings vacant for more than one year but less than two years;	\$750.00
Buildings vacant for more than two years but less than three years;	\$1,500.00
Buildings vacant for more than three years but less than five years;	\$3,000.00
Buildings vacant for five years or longer;	\$5,000.00

Interior Inspection Date \_\_\_\_\_

OFFICE USE ONLY			
ELECTRIC:	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>	
GAS SERVICE:	Y <input type="checkbox"/>	N <input checked="" type="checkbox"/>	
BASEMENT:	Y <input type="checkbox"/>	N <input type="checkbox"/>	
SECURED:	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>	
PHOTO:	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>	
STRUCTURE SOUND:	Y <input type="checkbox"/>	N <input type="checkbox"/>	
WEAK FLOORS:	Y <input type="checkbox"/>	N <input type="checkbox"/>	

REVISED 11/22/2023

Community Excellence Through Quality Service

Division of  
Code Enforcement  
15 Loockerman Plaza  
Dover, DE 19901



Phone: (302) 736-7011  
Fax: (302) 736-4217

# INVOICE

Date: December 30, 2024  
Invoice #: 21-00004256-04




JOHN P & LAURA KELLY  
22 N PRESTWICK CT  
DOVER DE 19904

RE: Property address: 406 S GOVERNORS AVE  
Tax Parcel #: ED-05-077.09-03-290.000-000

DESCRIPTION	AMOUNT
Vacant Building Registration Fee. (4 <sup>th</sup> Year)	\$3000.00
<b>TOTAL</b>	<b>\$3000.00</b>

Please make all checks payable to City of Dover  
Payment must be received before January 30, 2025.

## Property Information - 406 S GOVERNORS AVE, DOVER - (2 05 07709 03 2900 000)

<b>Summary</b>	<b>Buildings</b>	<b>Transfers</b>	<b>Billing</b>	<b>Permits</b>	<b>Map</b>	<b>Taxable Assessment</b>
 PRINT  BACK  NEW SEARCH						
<b>Parcel Information</b>						
<b>Map Number:</b> 2 05 07709 03 2900 000			<b>Tax Account ID:</b> 11600			
<b>Location ID/User Account#:</b> 11600			<b>GIS Coord:</b> E-468762 N-420749			
<b>Property Type:</b> R - Single Family Dwelling			<b>Deed BVP:</b> D 240/131			
<b>Account Type:</b>			<b>Plat Book:</b> 00000			
<b>Lot#:</b>			<b>Acres:</b> 0.11			
<b>Subdivision:</b>			<b>Total Living Area:</b> 1450 SQFT			
<b>Legal Description:</b>			<b>Total Bedrooms:</b> 3 Full BA: 1 Half BA: 0			
W. SD. GOV. AVE., LOT 4590 SQ. FT.						
<b>District Information</b>						
<b>Levy Court District:</b> 2ND						
<a href="http://kentcountyde.gov/Elected-Officials/Second-District-Commissioner">http://kentcountyde.gov/Elected-Officials/Second-District-Commissioner</a>						
<b>Fire:</b> 46_F Robbins Hose (Dover)			<b>Sewer:</b>			
<b>School District:</b> SC18 CAPITAL			<b>Trash:</b>			
<b>Ambulance:</b> 63_A Dover Ambulance			<b>Light:</b>			
<b>Storm Water Management:</b>						
<b>Tax Ditch:</b>						
<b>Owner</b>						
<b>Name:</b>						
KELLY JOHN P. III KELLY LAURA						
<b>Owners Mailing Address:</b>						
22 N PRESTWICK CT DOVER, DE 19904						
<b>Location Information</b>						
<b>Location Addresses:</b>						
406 S GOVERNORS AVE, DOVER, DE 19901						
<b>Zoning Information</b>						
<b>Zone:</b>						
C2A - Limited Central Commerc						
<b>Assessed Values</b>						
<b>Land :</b> \$60,100						
<b>Buildings:</b> \$65,000						
<b>Total:</b> \$125,100						

UT220G01

CITY OF DOVER

12/30/24

A Customer at a Glance

Cust exempt

15:2

Acct #: [REDACTED] 9070 Status: A NSF #: [REDACTED] Tax: N Penalty: N Item 2.  
 Service Address Cyc/Rte: 20 01 Mailing Address Phone: 302 - 6782636  
 KELLY, III, JOHN P. & LAURA 22 N PRESTWICK CT  
 406 S GOVERNORS AVE  
 DOVER DE 199046735 DOVER DE 199042333  
 SS#: [REDACTED] DL#: [REDACTED] Reinst.: N A-pay: N Dep...: N  
 EL MT A Start: 12/15/06 Term: D./C./I. 51877696E

Amt due: [REDACTED] Pending: [REDACTED] Delq amt: [REDACTED]  
 Last notice: 12/05/24 Cut date: 12/04/24 Payment plan: Budget: [REDACTED]  
 Bill Date Amount Pymt Date Amount Current A/R Code/Desc/Amount  
 12/11/24 [REDACTED] 12/03/24 [REDACTED] C. CURRENT [REDACTED]  
 11/13/24 [REDACTED] 10/01/24 [REDACTED] 30 OVER 30 [REDACTED]  
 More...

Comment NOTE 8/30/21 WA W/O CAME BACK AS METER TURNED OFF;  
 NOTE 8/30/21 LOOKS LIKE DUE TO A LEAK - HAM

More...

F3=Exit F10=Zoom F12=Cancel F20=Cst/loc functions

CITY OF DOVER  
Customer/Location Consumption History Inquiry

Customer ID: [REDACTED] Name: KELLY III, JOHN P & LAURA  
Location ID: 9070 Addr: 406 S GOVERNORS AVE  
Cycle/Route: 20 01  
Initiation date : 12/15/06  
Termination date: 0/00/00

Amount due: [REDACTED]  
Pending :  
Customer status: A Customer/Location status: A

Type options, press Enter.  
1=Select 5=View detail

Opt Code	Service Reading Type	Date	Actual Consumption	Actual Demand	Days	Meter Number	Est CD	Cmnt CD
-	EL REG	12/09/24	[REDACTED]	[REDACTED]	32	51877696E		N
-	EL REG	11/07/24	[REDACTED]	[REDACTED]	31	51877696E		N
-	EL REG	10/07/24	[REDACTED]	[REDACTED]	31	51877696E		N
-	EL REG	9/06/24	[REDACTED]	[REDACTED]	31	51877696E		N
-	EL REG	8/06/24	[REDACTED]	[REDACTED]	28	51877696E		N
-	EL REG	7/09/24	[REDACTED]	[REDACTED]	33	51877696E		N
-	EL REG	6/06/24	[REDACTED]	[REDACTED]	30	51877696E		N
-	EL REG	5/07/24	[REDACTED]	[REDACTED]	28	51877696E		N +

F3=Exit F5=Print history  
F12=Cancel

F8=Pending/history trans  
F14=Graph history

F10=Change view

Customer/Location Consumption History Inquiry

Item 2.

Customer ID: [Redacted] Name: KELLY III, JOHN P & LAURA

Location ID: 9070 Addr: 406 S GOVERNORS AVE

Cycle/Route: 20 01

Amount due: [Redacted]

Initiation date : 12/15/06

Pending :

Termination date: 0/00/00

Customer status: A

Customer/Location status: A

Type options, press Enter.

1=Select 5=View detail

Opt	Code	Type	Service Reading Date	Actual Consumption	Actual Demand	Days	Meter Number	Est CD	Cmnt CD
-	WA	REG	12/09/24	[Redacted]	[Redacted]	32	94810682W	N	N
-	WA	REG	11/07/24	[Redacted]	[Redacted]	31	94810682W	N	N
-	WA	REG	10/07/24	[Redacted]	[Redacted]	31	94810682W	N	N
-	WA	REG	9/06/24	[Redacted]	[Redacted]	31	94810682W	N	N
-	WA	REG	8/06/24	[Redacted]	[Redacted]	28	94810682W	N	N
-	WA	REG	7/09/24	[Redacted]	[Redacted]	33	94810682W	N	N
-	WA	REG	6/06/24	[Redacted]	[Redacted]	30	94810682W	N	N
-	WA	REG	5/07/24	[Redacted]	[Redacted]	27	94810682W	N	N +

F3=Exit F5=Print history  
F12=Cancel

F8=Pending/history trans  
F14=Graph history

F10=Change view



3 bd 1 ba 1,562 sqft

406 S Governors Ave, Dover, DE 19904

**Off market**

Zestimate®: **\$174,100** Rent Zestimate®: **\$1,724**

Est. refi payment: \$796/mo **Refinance your loan**

[Home value](#) [Owner tools](#) [Home details](#) [Neighborhood details](#)



**Tap into your home's equity**

Zillow makes it simple to find a lender for a cash-out refinance.

[Get started today](#)

Zillow Group Marketplace, Inc. NMLS #1303160

## Home value



Zestimate

**\$174,100**



Zestimate range

**\$136,000 - \$211,000**



Last 30-day change

**-\$1,919 (-1.1%)**



Zestimate per sqft

**\$111**



realtor.com



< Back

Dover, DE



View as owner



What's your equity? (It's easy to find out)

Off Market

3 bed 1 bath 1,562 sqft 4,792 sqft lot

406 S Governors Ave, Dover, DE 19904

View on Map



Single Family  
Property type



1900  
Year built



\$35K in 1997  
Last sold



\$22  
Price per sqft

View as owner

Share

Get Up To 4 Free Moving Quotes

Interested in selling 406 S Governors Ave?

Estimated value\*

\$239,000

\*Estimated value based on market trends and comparable properties. Actual value may vary.

See your offers

Compare agents with RealChoice™ Selling, find a trusted expert



406 S Governors Ave, Dover, DE 19904



Division of  
Code Enforcement  
15 Loockerman Plaza  
Dover, DE 19901



Phone: (302) 736-4457  
Fax: (302) 736-4217

### City of Dover Vacant Building Registration

1.	Amount Due:	\$1500.00	LID#:	9070	Amount Paid:	EXEMPT	
	Date Due:	1-2-2024	Case #	21-00004256	Date Registered:	11-30-2021	
	Vacant Since:	12-01-2016	Tax Parcel #	ED-05-077.09-03-290.000-000			
	Property Address:	406 S Governors Ave. Dover DE 19904					
	Current Property Owner:	John P & Laura Kelly III					
	Address:	22 N Prestwick Ct. Dover DE 19904					
	Phone:		Cellular:	302 270 8616			
	E-Mail:	Porscheod@gmail.com					
2.	<b>** Local agent is required for any owner residing outside of Kent County Delaware</b>						
	Responsible Person/Agent:						
	Address:						
	Phone:		Cellular:				
	E-Mail:						

3. Insurance on Building: Y  / N   
If Yes: Name of Insurance Company: Wilmington Insurance Co.

4. Exempt from Registration Fee: Y  / N   
Explanation of Exemption if granted: Property listed for sale  
**NOTE: No Exemption if Registered by City of Dover Staff**

5. \*\*\*\*If building is for sale or lease—Listed Selling Price: \$500,000 for 406 + 410 South Governors Ave  
\*\*\*\*Attach a copy of the Realtors Listing Sheet (REQUIRED)

6. Owner Signature: [Signature]  
Date: 12/13/2023

Fees as follows:  
Buildings vacant one year or less; \$375.00  
Buildings vacant for more than one year but less than two years; \$750.00  
Buildings vacant for more than two years but less than three years; \$1,500.00  
Buildings vacant for more than three years but less than five years; \$3,000.00  
Buildings vacant for five years or longer; \$5,000.00

Interior Inspection Date \_\_\_\_\_

OFFICE USE ONLY			
ELECTRIC:	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>	
GAS SERVICE:	Y <input type="checkbox"/>	N <input checked="" type="checkbox"/>	
BASEMENT:	Y <input type="checkbox"/>	N <input type="checkbox"/>	
SECURED:	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>	
PHOTO:	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>	
STRUCTURE SOUND:	Y <input type="checkbox"/>	N <input type="checkbox"/>	
WEAK FLOORS:	Y <input type="checkbox"/>	N <input type="checkbox"/>	

REVISED 11/22/2023

Community Excellence Through Quality Service

\* OFF MARKET AS OF 10/30/24 - Google SE 91



The Fee Schedule attached hereto and made a part hereof reflects a variety of transaction types beyond that transaction type contemplated at the beginning of this Exclusive and Sole Right to Sell Listing Term. In the event the ultimate transaction involving the Property is other than the outright sale of the Property, the commission stipulated in the Fee Schedule for the transaction type ultimately agreed to by Seller shall be due and payable to Broker.

Broker's authority and rights under this Listing Agreement shall continue after the expiration of the Listing Term, or any extension thereof, as to any negotiations pending at the time of the expiration of the Listing Term or any extension thereof. In the event a transaction is executed, pending, and awaiting a closing or effective date at the time this Listing Agreement is scheduled to expire, then and in that event this Listing Agreement shall renew and remain in full force and effect until such time as the transaction closes. In the event such transaction shall fall through, then this Listing Agreement shall terminate as of the date the transaction falls through, unless Seller and Broker shall renew or extend this Listing Agreement as provided for herein.

Seller and Broker agrees that this Listing Agreement is a contract for Brokerage services only, and Broker is not required to represent Seller in any other capacity or perform any Additional Services other than marketing the Property for Sale, and nothing contained herein shall obligate Seller to pay Broker for such Additional Services unless Seller has provided Broker with written authorization to perform such Additional Services. Nothing contained herein shall obligate Broker to manage the Property, to obtain financing for Seller or any prospective purchaser, to acquire permits or approvals on Seller's behalf or for any prospective purchaser, to collect any rental payments due, or to perform any other services, all of which, but not limited to, shall be Additional Services, and compensation for which shall be made to Broker by Seller in accordance with the terms of this Listing Agreement.

Exclusive and unrestricted privilege is hereby granted Broker to place Broker's sign (s) on the Property advertising the Property for Sale. Broker agrees to pay for any and all advertising deemed necessary by the Broker in his professional judgment, and the Seller authorizes all such advertising. Seller understands that he/she is responsible for any and all marketing expenses incurred by Broker during the listing term if this Listing Agreement is canceled for any reason within the first one hundred eighty (180) days of the Listing Term if a one (1) – year listing, or during the first ninety (90) days of the Listing Term if a six (6) – month listing.

In the event Seller defaults on the terms of this Listing Agreement rendering a sale of the Property impossible, Seller agrees to reimburse Broker promptly upon invoicing for any and all advertising expenses incurred by Broker in pursuit of Broker's obligations hereunder.

Broker is authorized to submit the Property to any multiple listing service (s) in which Broker is a participant, and to accept the cooperation of other brokers to show the Property to prospective purchasers.

Broker is authorized to accept and retain deposit monies for the Property until such time as any and all negotiations have been completed, and which shall then be disbursed in accordance with the terms of the resultant agreement (s) conveying the Property. The deposit shall be deemed accepted only when Seller accepts a purchase offer.

Broker agrees to submit any and all written offers by prospective purchasers or lessees to the Seller. Broker is under no obligation to submit verbal offers. Further, Broker is authorized to procure and present back - up offers for the Property until such time as the Seller shall convey title to the Property, or shall lease the Property.

Broker is authorized to submit any offer to purchase or lease the Property from any prospective purchaser or lessee on Broker's form (s). Seller or Seller's legal counsel may deliver to Broker the form of sales or lease agreement to be utilized by Broker in selling or leasing the Property. Seller understands and agrees that Broker is not a lawyer, and shall not ever be acting as such. Nothing contained in this Listing Agreement shall require Broker to use Broker's funds, nor any compensation due Broker for services performed under this Listing Agreement, as or for payment of Seller's legal representation in pursuit of Broker's or Seller's obligations under this Listing Agreement.

Broker is a real estate broker only, and is not a qualified engineer, and therefore is not qualified to render opinions as to the structural integrity of any improvements on the Property. Broker will make no warranties or representations, nor accept liability for the structural integrity, quality, adequacy, or capacities of the improvements and utility services, including the construction materials, and specifically the foundation, structure, roof, and mechanical systems of any improvements at the Property. It is strongly recommended that a qualified

Engineering/Structural inspection be made of the improvements, particularly in the event there is some question regarding these matters. The Broker assumes that all improvements, utility services, and mechanical systems are structurally sound and suffer no concealed or latent defects or inadequacies.

Broker is not an expert in environmental matters and Broker has not made, nor has been asked to make, nor will make any representations with respect to environmental conditions or suitability of the Property, including hazardous conditions, wetlands, soil qualities, or any other similar conditions. All obligations regarding compliance with statutes, ordinances and regulations relating to environmental matters are the sole responsibility of the Seller. Seller agrees to immediately notify Broker of any matters of which Seller is, or becomes aware of, any environmental concern to the Property, and will provide such information to any prospective purchaser and, to the extent required by law, to the appropriate governmental authority.

Seller shall, during the Listing Term or any extension thereof, refer to Broker any and all inquiries received by Seller from any source whatsoever, including other brokers, with respect to or concerning the Property or any part thereof, together with the name, address, telephone number (s), email address, and any other contact information obtained by Seller, of the person (s) or entity (ies) making such inquiry. Further, Seller shall forward to Broker any and all purchase or lease offers and inquiries, whether written or verbal.

Seller warrants and represents that it currently has, and will continue to maintain a good, marketable, fee simple title to the Property, subject only to any existing easements and restrictions, and mortgages that would be satisfied by the proceeds of sale, that the Property is currently properly zoned according to the requirements of applicable government authorities for its existing use, that any existing or proposed construction will conform to the requirements of all applicable codes, requirements, statutes, ordinances, and the like, that all permits required by all applicable codes, requirements, statutes, ordinances, and the like, have been or will be acquired.

Seller agrees to promptly deliver to Broker any and all materials or information regarding the Property such as plot plans, floorplans, construction plans and specifications, service contracts, lease agreements, income and expense operating data, and other such information to aid Broker in performing its obligations hereunder. Further, Seller agrees to promptly cooperate with requests by Broker or any prospective purchaser for additional information reasonably required to sell the Property. Broker agrees to comply with Seller's reasonable request for confidentiality for any and all of the information provided.

Seller hereby covenants that it has disclosed any and all defects of any part of the Property to Broker, including threats of condemnation, or known or expected environmentally hazardous conditions, and has made no deliberate misrepresentations as to the condition of any part of the Property. Non - residential properties are exempt from Delaware's Property Disclosure statutes, however, Seller agrees nonetheless to disclose any and all such defects.

Seller is unaware of, nor will permit any event or occurrence which would prohibit the occupancy of the Property.

Seller agrees to comply with all applicable federal, state, county, or municipal fair housing and civil rights legislation in the sale of the Property and further agrees specifically not to discriminate against any person because of race, color, creed, sex, religion, age, marital status, national origin, or handicap.

Nothing contained herein shall empower, nor require, Broker to authorize or engage any contractor, subcontractor, firm, company or other entity at Seller's expense without the written authorization of Seller to do so. Seller agrees that all such services contracted for by Broker on behalf of Seller shall be contracted for in the name of the Seller, and Seller agrees to pay promptly any and all invoices for such services submitted to Seller.

Seller agrees to save Broker harmless from any damage suits in connection with the marketing of the Property, and from liability from injury suffered by Broker, its Agents or Employees, and from liability from injury suffered by any prospective purchaser, or invitee, or contractor, or whomever, and to carry public liability insurance adequate to cover the interests of the parties hereto, unless such injury or damage shall result from the willful misconduct, recklessness, or gross negligence of Broker.

Seller agrees to save Broker harmless from liability for any error in judgment or for any mistake of fact of law, except for cases of willful misconduct or gross negligence.

This Listing Agreement shall be the entire agreement of the parties hereto. This Listing Agreement may be amended in writing and such amendment shall be incorporated into the terms of this Listing Agreement.

There shall be no oral representations or agreements between the parties hereto, and any such oral representation or agreement shall have no force or effect on the terms and conditions of this Listing Agreement.

This Listing Agreement shall be construed according to the laws of the State of Delaware.

This Listing Agreement shall be binding upon the parties hereto, their heirs, assigns, and legal representatives.

Seller and Broker have read carefully, and understands, and approves of the provisions and covenants as stated herein.

In the event Seller fails to make payments within the time limits set forth herein, then from the date due until paid, the delinquent amount shall bear interest at the rate of then current prime rate at The Wall Street Journal. Seller, by executing this Listing Agreement, agrees such interest penalty is reasonable and acceptable, and is a condition to the engagement of Broker by Seller.

If Broker is required to institute legal action against Seller relating to this Listing Agreement or any other agreement resulting from Broker's engagement by Seller, and successfully prosecutes such action, Broker shall be entitled to reasonable attorney's fees and costs. If Broker files a claim against Seller and Seller successfully defends such claim, Broker shall pay reasonable attorney's fees and costs.

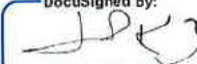
This Listing Agreement shall contain a contract of eight (8) pages, including a Fee Schedule. Nothing shall require Broker to perform any Additional Services until such time as Broker receives the written authorization by Seller to do so.

Seller hereby covenants that he/she is empowered to execute this Listing Agreement binding the Seller to the terms of this Listing Agreement. Further, Seller hereby covenants that he/she is empowered to execute a Sales and/or Lease Agreement (s) for the Property binding the Seller to the ultimate terms of such Agreement (s). Seller agrees to notify Broker in writing in the event changes are made by Seller to the individuals empowered by Seller to execute a binding Agreement (s).

Both parties hereto acknowledge that they are entitled to seek legal advice prior to the execution of this Listing Agreement, and by executing this Listing Agreement each party hereto has affirmed that such legal advice was obtained.

OWNER	J P , III, AND LAURA KELLY	size sf	size acre	zoning	S GOV frontage	ALLEY frontage	depth	Improvements	owner	DEED
PARCEL 410	ED05 - 07709 - 03 - 2700 - 00001 410 SOUTH GOVERNORS AVENUE, 19904	6,447	0.148	C2-A	47.00	45.11	140.00	improved	individual	D4513 - 210
PARCEL 402	ED05 - 07709 - 03 - 2800 - 00001 SHOTGUN ALLEY	2,234	0.051	C2-A	0.00	45.00	49.64	unimproved	individual	D4072 - 285
PARCEL 406	ED05 - 07709 - 03 - 2900 - 00001 406 SOUTH GOVERNORS AVENUE, 19904	4,590	0.105	C2-A	45.00	0.00	102.00	improved	individual	D240 - 131
PARCEL 400	ED05 - 07709 - 03 - 3000 - 00001 400 SOUTH GOVERNORS AVENUE, 19904	1,722 14,993	0.040 0.344	C2-A	13.50 105.50	11.10 101.21	140.00	unimproved	individual	D240 - 131

SELLER

DocuSigned by:  
  
 3AAG77D762864D0

JOHN P KELLY, III, MANAGING MEMBER

\_\_\_\_\_  
 Witness

\_\_\_\_\_, 2023 10/11/2023  
 Date

BROKER  
McGinnis Commercial Real Estate Company

\_\_\_\_\_  
Witness

By : DocuSigned by:  
Philip J McGinnis \_\_\_\_\_ (seal)  
5ACB82012325499  
Philip J McGinnis, President

    OCTOBER    , 2023 10/9/2023  
Date

## FEE SCHEDULE FOR COMMISSIONS

### COMMISSIONS FOR SALES AND CONVEYANCE

- Commission Rate :** SIX (6%) Percent of Consideration paid for Property.
- Cash Transactions :** Entire Commission Due and Payable in cash at Final Settlement from proceeds of Sales Price.
- Exchange Transactions :** Entire Commission Due and Payable in cash at Final Settlement based on Consideration reported.
- Owner - Financed Transactions :** Entire Commission Due and Payable in cash at Final Settlement based on Consideration reported from proceeds of Cash received.
- Default Transactions :** Commission Payable in Cash on Deposit Monies retained, or One - Half (50%) of Deposit Monies, whichever is less.

### COMMISSIONS FOR NON – RESIDENTIAL LEASES DURING SALES LISTING TERM

All Non – Residential Leasing Commissions are calculated according to the following Schedule, which is known as the Entire Commission, and which is to be paid in one lump sum at the beginning of the lease term as described hereinbelow :

- Commission Rate :** Six (6%) Percent of Year #1 Monthly Lease Payments for Year 1; together with Five (5%) Percent of Year #2 Monthly Lease Payments for Year 2; together with Four (4%) Percent of Year #3 Monthly Lease Payments for Year 3; together with Three (3%) Percent of Year #4 through Year #10 Monthly Lease Payments for balance of Original Term, up to Ten Years.
- Lease Type :**
- (a) Full Service Leases  
Commission calculated on total rental payment, including all services, including fixed rate annual rental inflation.
  - (b) Net Leases  
Commission calculated on total rental payment, including any services included in the gross rental amount, including fixed rate annual rental inflation, excluding any services billed by Lessor directly to Lessee.
- Commission Payment :** All Commissions are calculated based on the terms of the Lease Agreement, and are to be paid in full at the beginning of the Lease Term.  
All Compensation due shall be paid fifty (50%) percent at the time of lease acceptance and execution, and the balance of fifty (50%) percent at the time of occupancy of the Property by Lessee.
- Minimum Commission Payment :** The Minimum Lease Commission for any lease transaction is One Thousand (\$1,000.00) Dollars, notwithstanding anything else contained in this Fee Schedule.

**OPTION (S) OR RIGHT (S) OF FIRST REFUSAL TO RENEW, EXTEND LEASE OR OCCUPANCY OF ADDITIONAL SPACE:**

If a Lease or Sub-Lease for which a Commission is payable hereunder contains (i) An Option (s) Or Right (s) Of First Refusal to Renew or To Extend, and the Lease Term (s) is renewed or extended, whether strictly in accordance with the Terms of such Option (s) or Right (s) or otherwise, and/or (ii) An Option (s) or Right (s) of First Refusal to Expand, and a Lessee or Sub-Lessee occupies additional space whether strictly in accordance with the Terms of such Option (s) or Right (s) or otherwise, then Owner shall pay a Leasing Commission in accordance with the provisions of this Schedule on the additional Base Rental to be paid, calculated at the Commission rate applicable hereunder to the years of the Lease in which the Additional Base Rental is payable.

**Commission Rate :** Three (3%) Percent of Total Gross Lease Amount for the Entire Lease Term under such Renewal, Extension, or Expansion.

**Commission Payment :** The Full Commission due shall be payable as of the Effective Date of such Renewal, Extension, or Expansion.

**COMMISSIONS FOR RESIDENTIAL LEASES DURING SALES LISTING TERM**

All residential lease commissions shall be paid in accordance with the schedule contained herein, unless landlord has executed a management agreement with Broker. In the event a prospective purchaser shall enter into negotiations with Seller for occupancy by lease agreement, and said lease agreement shall contain an option to purchase the Property, the compensation described below shall be payable by Seller, who becomes Lessor :

**Commission Rate :** One Month's Rental Amount for each year of the Lease Agreement.

**Commission Payment :** Any Commission due shall be paid at the time of Occupancy of the Property by Lessee.

**Sales Commission :** Per the provisions contained hereinabove.

**LEASE AGREEMENTS/PURCHASE OPTIONS/RIGHTS OF FIRST REFUSAL**

In the event a Prospective Purchaser shall enter into negotiations with Seller for Occupancy by Lease Agreement, the Commissions described below shall be Payable by Seller, who becomes Lessor :

**Lease Commission Rate :** Based on the Provisions of this Schedule described hereinabove.

**Lease Commission Payment :** Based on the Provisions of this Schedule described hereinabove.

**Sales Commission Rate :** Based on the Provisions of this Schedule described hereinabove.

**Sales Commission Payment :** At the time of Final Settlement.

## **FEE SCHEDULE FOR ADDITIONAL SERVICES BEYOND BROKERAGE ACTIVITIES**

### **PROPERTY MANAGEMENT**

Any and all commission rates and terms described hereinabove are based solely on Broker's responsibility as broker only, in pursuit of prospective purchasers and/or lessees, in compliance with the Listing Agreement between Broker and Owner, whether lessor or seller.

In the event Seller desires Broker to perform management services such as rental collection, additional rental collections, property expense collections, and any and all other such services, then and therefore, Broker shall be entitled to management fees in addition to commission payments.

Seller agrees that such management fees shall be negotiated and the scope of broker/manager's responsibilities shall be contained in a written management agreement, executed by both parties, and in advance of such management services rendered.

### **PROPERTY DEVELOPMENT & OTHER SERVICES PROVIDED**

Engagement of Broker by Seller/Lessor for Additional Services shall require SELLER'S WRITTEN AUTHORIZATION OF BROKER FOR ADDITIONAL SERVICES Form to be executed by all Parties.

All Fees are to be paid in advance of Each Meeting, and Before Commencement of any other Work described herein.

Any and All Fees paid to Broker beyond Sales Commissions shall be in addition to any Sales or Leasing Commissions Due Broker.

Attending Meetings	\$ 225.00 (each)
Overseeing Development Of Site Plans and Engineering	\$2,000.00
Preparation and Submission of Financing Request	\$2,000.00
Miscellaneous Duties Beyond Broker's Activities And Those Items Stipulated Above	\$ 75.00 / Hour



555 East Lookerman St.  
Dover, Delaware 19901

McGinnis Commercial Real Estate

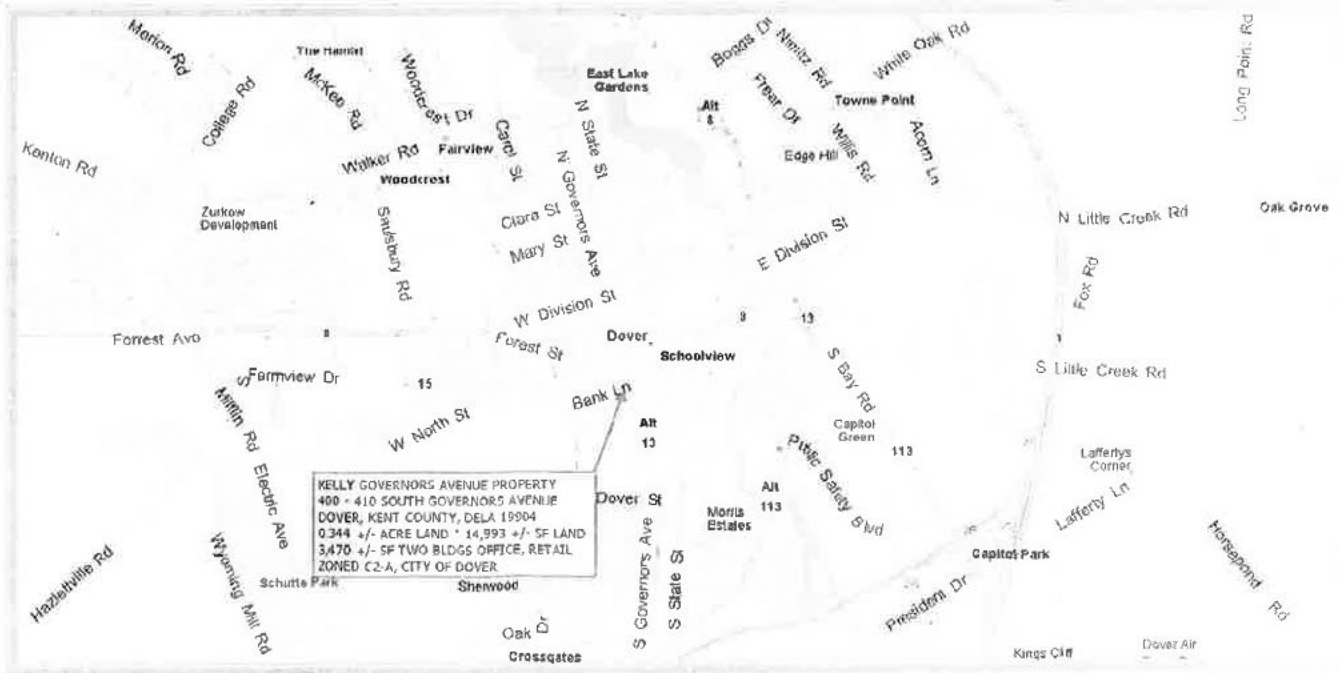
Phone: 302.736.2710 Fax: 302.736.2715

www.mcginnisrealty.com

KELLY GOVERNORS AVENUE PROPERTY  
400-410 S GOVERNORS AVE, DOVER, KENT COUNTY, DELA 19904  
FILE #223381 \* MLS # DEKT2023284



\$500,000 \* \$34 +/- PER SQ FT LAND AREA



ALL INFORMATION SUBMITTED SUBJECT TO ERRORS AND MODIFICATIONS. ALL INFORMATION CONTAINED HEREIN OBTAINED FROM RELIABLE SOURCES BUT NOT GUARANTEED. PROSPECTIVE PURCHASERS SHOULD VERIFY ALL INFORMATION SUBMITTED. LISTING BROKERAGE REPRESENTS SE LER.  
PAGE 1 OF 5 PAGES



**Tax Map Identification** ED05 - 07709 - 03 - 2700 - 00001 P410  
 ED05 - 07709 - 03 - 2800 - 00001 P02  
 ED05 - 07709 - 03 - 2900 - 00001 P406  
 ED05 - 07709 - 03 - 3000 - 00001 P400

**Deed Reference** D4513 - 210 P410  
 D4072 - 288 P02  
 D240 - 131 P406  
 D240 - 131 P400

**Zoning** C-2A, LIMITED CENTRAL COMMERCIAL ZONE, CITY OF DOVER  
 C-2A, LIMITED CENTRAL COMMERCIAL ZONE, CITY OF DOVER  
 C-2A, LIMITED CENTRAL COMMERCIAL ZONE, CITY OF DOVER  
 C-2A, LIMITED CENTRAL COMMERCIAL ZONE, CITY OF DOVER

**Census Tract** 433

**Flood Hazard Map** 10001C0167H; ZONE X, MAY 5, 2003

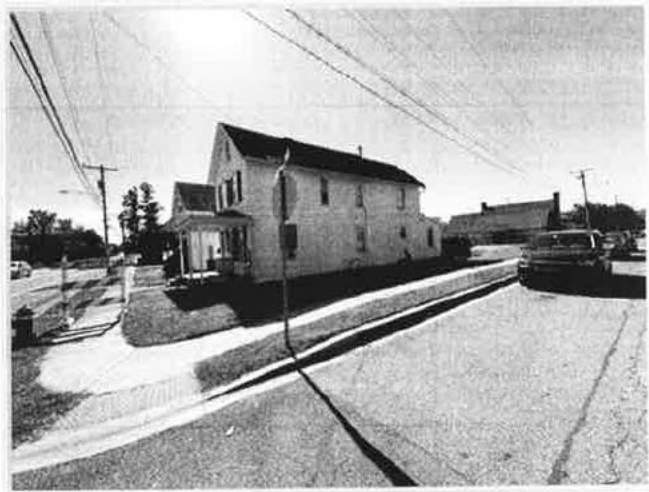
**Land Area** 14,993 sq ft +/- 0.344 acre +/-  
**Frontage** 245.50 lf +/-  
**Depth** 140.00 lf +/-  
**Bldg Area (sq ft)** 0 sq ft +/-  
**Single Family Dwelling P406** 1,790 sq ft +/-  
**Office P410** 1,680 sq ft +/-  
**Coverage Ratio** 0.00%  
**Parking Spaces** 0  
**Parking Ratio** 0.00 per 1000 sq ft +/-

City Tax Assessment	Per Sq Ft	Rate	Tax	Per Sq Ft		
\$159,300	\$24.71	\$0.415	\$661.10	\$0.04	Land	P410
\$3,100	\$1.39	\$0.415	\$12.87	\$0.00	Land	P02
\$73,100	\$15.93	\$0.415	\$303.37	\$0.07	Bldg	P406
\$800	\$0.46	\$0.415	\$3.32	\$0.00	Land	P400
\$236,300	\$15.76	\$0.415	\$980.65	\$0.07	Land	

County Tax Assessment	Per Sq Ft	Rate	Tax	Per Sq Ft		
\$26,500	\$4.11	\$2.9435	\$780.03	\$0.05	Land	P410
\$4,800	\$2.15	\$2.9435	\$141.29	\$0.01	Land	P02
\$25,500	\$5.56	\$2.9435	\$750.59	\$0.16	Bldg	P406
\$1,000	\$0.58	\$2.9435	\$29.44	\$0.00	Land	P400
\$57,800	\$3.86	\$2.9435	\$1,701.34	\$0.11	Land	

**TOTAL PROPERTY TAX** \$2,681.99 \$0.18 Land

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 PAGE 3 OF 5 PAGES



ALL INFORMATION SUBMITTED SUBJECT TO ERRORS AND MODIFICATIONS. ALL INFORMATION CONTAINED HEREIN OBTAINED FROM RELIABLE SOURCES BUT NOT GUARANTEED. PROSPECTIVE PURCHASERS SHOULD VERIFY ALL INFORMATION SUBMITTED. LISTING BROKERAGE REPRESENTS SELLER. PAGE 4 OF 5 PAGES



ALL INFORMATION SUBMITTED SUBJECT TO ERRORS AND MODIFICATIONS. ALL INFORMATION CONTAINED HEREIN OBTAINED FROM RELIABLE SOURCES BUT NOT GUARANTEED. PROSPECTIVE PURCHASERS SHOULD VERIFY ALL INFORMATION SUBMITTED. LISTING BROKERAGE REPRESENTS SELLER. PAGE 5 OF 5 PAGES

Item 2.

105

9589 0710 5270 0863 6119 38

U.S. Postal Service  
**CERTIFIED MAIL® RECEIPT**  
 Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

**DEFICIT**

Certified Mail Fee \$

Extra Services & Fees (check box, add fees as appropriate)

Return Receipt (hardcopy) \$

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage \$ **8.53**

JOHN P & LAURA KELLY  
 22 N PRESTWICK CT  
 DOVER DE 19904

Postmark Here  
**DOVER DE 01 2023**

INSPECTIONS  
 21-4256  
 JE

1/2

for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

JOHN P & LAURA KELLY  
 22 N PRESTWICK CT  
 DOVER DE 19904

9590 9402 8264 3094 7364 73

2. Article Number (Transfer from service label)  
 9589 0710 5270 0863 6119 38

PS Form 3811, July 2020 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 X

Agent  
 Addressee

B. Received by (Printed Name)  
 C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

JE  
 21-4256

3. Service Type

Adult Signature  
 Adult Signature Restricted Delivery  
 Certified Mail®  
 Certified Mail Restricted Delivery  
 Collect on Delivery  
 Collect on Delivery Restricted Delivery  
 Insured Mail  
 Insured Mail Restricted Delivery

Priority Mail Express®  
 Registered Mail™  
 Registered Mail Restricted Delivery  
 Signature Confirmation™  
 Signature Confirmation Restricted Delivery

Domestic Return Receipt

Division of  
Code Enforcement  
15 Loockerman Plaza  
Dover, DE 19901



Phone: (302) 736-7011  
Fax: (302) 736-4217

November 30, 2023

JOHN P & LAURA KELLY  
22 N PRESTWICK CT  
DOVER DE 19904

RE: Property address: 406 S GOVERNORS AVE  
Annual Vacant Building Registration  
**3rd Year Fee Due \$1500.00**  
Case Number: 21-00004256

Dear Sir or Madam:

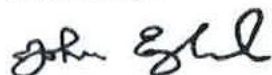
This property was registered as a vacant building within the City of Dover. Annual registrations and fees are required each year the dwelling remains vacant. Please complete the enclosed registration form and return with payment amount as indicated above by **January 02, 2024**. Failure to pay registration fees will result in the fee being placed on the next tax billing. Mail registration form and required payment to:

City of Dover  
Planning and Community Development Department  
15 Loockerman Plaza  
Dover, DE 19901

If the property is no longer vacant or meets the requirements for exemption of payment as identified in the enclosed brochure, please complete the registration form with the updated information and return to this office. You have the right to appeal to the construction and property maintenance code board of appeals. Such appeal must be filed, in writing, on or before 5pm **January 02, 2024**.

I can be reached by phone at 302-736-7011 or email at [jengland@dover.de.us](mailto:jengland@dover.de.us), should you have any questions or concerns.

Sincerely,



John England  
Code Enforcement Officer

Attachments  
file

Division of  
Code Enforcement  
15 Loockerman Plaza  
Dover, DE 19901



Phone: (302) 736-4457  
Fax: (302) 736-4217

### City of Dover Vacant Building Registration

1.	Amount Due:	\$1500.00	LID#:	9070	Amount Paid:	
	Date Due:	1-2-2024	Case #	21-00004256	Date Registered:	11-30-2021
	Vacant Since:	12-01-2016	Tax Parcel #	ED-05-077.09-03-290.000-000		
	Property Address:	406 S Governors Ave. Dover DE 19904				
	Current Property Owner:	John P & Laura Kelly III				
	Address:	22 N Prestwick Ct. Dover DE 19904				
	Phone:		Cellular:			
	E-Mail:					
2.	<b>** Local agent is required for any owner residing outside of Kent County Delaware</b>					
	Responsible Person/Agent:					
	Address:					
	Phone:		Cellular:			
	E-Mail:					

3. Insurance on Building: Y  / N   
If Yes: Name of Insurance Company: \_\_\_\_\_

4. Exempt from Registration Fee: Y  / N   
Explanation of Exemption if granted: \_\_\_\_\_

**NOTE: No Exemption if Registered by City of Dover Staff**

5. \*\*\*\*If building is for sale or lease—Listed Selling Price: \_\_\_\_\_  
\*\*\*\*Attach a copy of the Realtors Listing Sheet (REQUIRED)

6. Owner Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Fees as follows:

Buildings vacant one year or less;	\$375.00
Buildings vacant for more than one year but less than two years;	\$750.00
Buildings vacant for more than two years but less than three years;	\$1,500.00
Buildings vacant for more than three years but less than five years;	\$3,000.00
Buildings vacant for five years or longer;	\$5,000.00

Interior Inspection Date \_\_\_\_\_

OFFICE USE ONLY		
ELECTRIC:	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
GAS SERVICE:	Y <input type="checkbox"/>	N <input checked="" type="checkbox"/>
BASEMENT:	Y <input type="checkbox"/>	N <input type="checkbox"/>
SECURED:	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
PHOTO:	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
STRUCTURE SOUND:	Y <input type="checkbox"/>	N <input type="checkbox"/>
WEAK FLOORS:	Y <input type="checkbox"/>	N <input type="checkbox"/>

REVISED 11/22/2023

Community Excellence Through Quality Service

Division of  
Code Enforcement  
15 Loockerman Plaza  
Dover, DE 19901



Item 2.

Phone: (302) 736-7011  
Fax: (302) 736-4217

## INVOICE

Date: November 30, 2023  
Invoice #: 21-00004256-3

JOHN P & LAURA KELLY  
22 N PRESTWICK CT  
DOVER DE 19904

RE: Property address: 406 S GOVERNORS AVE  
Tax Parcel #: ED-05-077.09-03-290.000-000

DESCRIPTION	AMOUNT
Vacant building registration fee.	\$1500.00
TOTAL	\$1500.00

Please make all checks payable to City of Dover  
Payment must be received before January 2, 2024.

-----  
**Address Information**

Address: 406 S GOVERNORS AVE  
City, state, zip: DOVER DE 199046735  
Carrier route: C023  
Delivery point: 060  
Inside/outside code: IN INSIDE CITY LIMITS  
Jurisdiction: DOVER DOVER  
General location: DIST2 DISTRICT 2  
DRS from Location Master 20119300  
Address type: Main Parcel  
Effective date:  
Location status: Active  
Last change user: NLS  
Last change date: 10/12/2007

**Parcel Information**




Tax Map Number ED-05-077.09-03-290.000-000  
Parcel status: Active

**Zoning Information**

Zoning: LTD CENTRAL COMMERCIAL C-2A  
Commissioner district: COUNCIL DISTRICT 2  
Undivided interest %: .00%  
Longitude/latitude: .000000 .000000  
Map X/Y coordinates:  
Property code: COMM

**Current Owner**

Name: KELLY,JOHN P III & LAURA  
Address: 22 N PRESTWICK CT  
DOVER DE 19904

[Summary](#)
[Buildings](#)
[Transfers](#)
[Billing](#)
[Permits](#)
 PRINT
  BACK
  NEW SEARCH

**Parcel Information**

<b>Map Number:</b> 2 05 07709 03 2900 000	<b>Tax Account ID:</b> 11600
<b>Location ID/User Account#:</b> 11600	<b>GIS Coord:</b> E-468762 N-0420749
<b>Property Code:</b> P-Property	<b>Improvement Status:</b> Improved
<b>Property Type:</b> SFR - Single-Fam Residential	<b>Floodplain:</b>
<b>Deed BVP:</b> D 240/131	<b>Plat Book:</b> 00000
<b>Lot#:</b>	<b>Acres:</b> 0.11
<b>Subdivision:</b>	<b>Total Living Area:</b> 1562 SQFT
<b>Legal Description:</b>	<b>Total Bedrooms:</b> 3 <b>Full BA:</b> 1 <b>Half BA:</b>
W. SD. GOV. AVE., LOT 4590 SQ. FT.	

**District Information**

**Levy Court District:** 2ND  
<http://kentcountyde.gov/levy-court/2ND-district-representative.aspx>

**Fire:** 46\_F-Robbins Hose (Dover)      **Sewer:**

**School District:** 18\_SCH-Capital      **Trash:**

**Ambulance:** 63\_A-Dover Ambulance      **Light:**

**Storm Water Management:**

**Tax Ditch:**

**Owner**

**Name:**  
 KELLY, JOHN P. III  
 KELLY, LAURA

**Owners Mailing Address:**  
 22 N PRESTWICK CT  
 DOVER, DE 19904

**Location Information**

**Location Addresses:**  
 406 S GOVERNORS AVE, DOVER, DE 19901 **\*\* Primary \*\***

**Zoning Information**

**Zone:**  
 C2A - Limited Central Commerc

**Assessed Values**

**Land :** \$8,600  
**Buildings:** \$16,900  
**Other Improvements:** \$0  
**Total:** \$25,500

[« Back](#)
[New Search »](#)

UT220G01

CITY OF DOVER

11/30/23

A Customer at a Glance

Cust exempt

09:

Item 2.

Acct #: [REDACTED] 9070 Status: A NSF #: Tax: N Penalty: N  
 Service Address Cyc/Rte: 20 01 Mailing Address Phone: 302 - 6782636  
 KELLY III, JOHN P. & LAURA 22 N PRESTWICK CT Cash?: N  
 406 S GOVERNORS AVE DOVER DE 199046735 DOVER DE 199042333 Enote: N  
 SS#: [REDACTED] DL#: Reinst.: N A-pay: N Dep.: N  
 EL MT A Start: 12/15/06 Term: D./C./I 51877696E

Amt due: [REDACTED] Pending: [REDACTED] Delq amt: [REDACTED] More...  
 Last notice: [REDACTED] Cut date: [REDACTED] Payment plan: Budget: [REDACTED]  
 Bill Date Amount Pymt Date Amount Current A/R Code/Desc/Amount  
 11/13/23 [REDACTED] 11/01/23 [REDACTED] C.. CURRENT [REDACTED]  
 10/12/23 [REDACTED] 8/28/23 [REDACTED] 30.. OVER 30 [REDACTED] More...

Comment NOTE 8/30/21 WA W/O CAME BACK AS METER TURNED OFF;  
 NOTE 8/30/21 LOOKS LIKE DUE TO A LEAK - HAM

More...

F3=Exit F10=Zoom F12=Cancel F20=Cst/loc functions

Customer/Location Consumption History Inquiry

09: Item 2.

Customer ID: XXXXXXXXXX Name: KELLY III, JOHN P & LAURA  
 Location ID: 9070 Addr: 406 S GOVERNORS AVE  
 Cycle/Route: 20 01  
 Initiation date : 12/15/06  
 Termination date: 0/00/00

Amount due: XXXXXXXXXX  
 Pending :  
 Customer status: A Customer/Location status: A

Type options, press Enter.  
 1=Select 5=View detail

Opt Code	Service Reading Type	Date	Actual Consumption	Actual Demand	Days	Meter Number	Est CD	Cmnt CD
-	EL REG	11/07/23	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	29	51877696E		N
-	EL REG	10/09/23	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	31	51877696E		N
-	EL REG	9/08/23	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	31	51877696E		N
-	EL REG	8/08/23	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	29	51877696E		N
-	EL REG	7/10/23	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	33	51877696E		N
-	EL REG	6/07/23	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	30	51877696E		N
-	EL REG	5/08/23	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	32	51877696E		N
-	EL REG	4/06/23	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	29	51877696E		N +

F3=Exit F5=Print history  
 F12=Cancel

F8=Pending/history trans  
 F14=Graph history

F10=Change view

CITY OF DOVER  
Customer/Location Consumption History Inquiry

Customer ID: XXXXXXXXXX Name: KELLY III, JOHN P & LAURA  
Location ID: 9070 Addr: 406 S GOVERNORS AVE  
Cycle/Route: 20 01  
Initiation date : 12/15/06  
Termination date: 0/00/00

Amount due: XXXXXXXXXX  
Pending :  
Customer status: A Customer/Location status: A

Type options, press Enter.  
1=Select 5=View detail

Opt Code	Service	Reading	Actual Consumption	Actual Demand	Days	Meter Number	Est CD	Cmnt CD	
-	WA	REG 11/07/23	XXXXXXXXXX	XXXXXXXXXX	29	94810682W		N	
-	WA	REG 10/09/23			31	94810682W		N	
-	WA	REG 9/08/23			31	94810682W		N	
-	WA	REG 8/08/23			29	94810682W		N	
-	WA	REG 7/10/23			33	94810682W		N	
-	WA	REG 6/07/23			30	94810682W		N	
-	WA	REG 5/08/23			32	94810682W		N	
-	WA	REG 4/06/23			29	94810682W		N	+

F3=Exit F5=Print history F8=Pending/history trans F10=Change view  
F12=Cancel F14=Graph history

Division of Code Enforcement  
15 E. Loockerman St.  
Dover, DE 19901



Phone: (302) 736-4457  
Fax: (302) 736-4217

City of Dover Vacant Building Registration **LID 9070**

1.	Amount Due:	\$750.00	Amount Paid:	TRANS MR 3/30/23		
	Date Due:	12/30/2022	Case #	21-00004256	Date Registered:	11/30/2021
	Vacant Since:	12/01/2016	Tax Parcel #	ED-05-077.09-03-290.000-000		
	Property Address:	406 S Governors Avenue Dover DE 19904				
	Current Property Owner:	John P & Laura Kelly III				
	Address:	22 N Prestwick Court Dover DE 19904				
	Phone:		Cellular:			
	E-Mail:					
2.	<b>** Local agent is required for any owner residing outside of Kent County Delaware</b>					
	Responsible Person/Agent:					
	Address:					
	Phone:		Cellular:			
	E-Mail:					

3. Insurance on Building: Y  / N   
If Yes: Name of Insurance Company: \_\_\_\_\_

4. Exempt from Registration Fee: Y  / N   
Explanation of Exemption if granted: \_\_\_\_\_  
**NOTE: No Exemption if Registered by City of Dover Staff**

5. \*\*\*\*If building is for sale or lease-Listed Selling Price: \_\_\_\_\_  
\*\*\*\*Attach a copy of the Realtors Listing Sheet (REQUIRED)

6. Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Fees as follows:

Buildings vacant one year or less;	\$375.00
Buildings vacant for more than one year but less than two years;	\$750.00
Buildings vacant for more than two years but less than three years;	\$1,500.00
Buildings vacant for more than three years but less than five years;	\$3,000.00
Buildings vacant for five years or longer;	\$5,000.00

*ELECTRIC - ACTIVE  
GAS NO METER  
PHOTO*

REVISED 07/09/2014

Community Excellence Through Quality Service

City of  Dover

January 27, 2023

John & Laura Kelly  
22 Prestwick Ct.  
Dover, DE 19904

Re: Appeal of Case #21-00004256 – Vacant Building Registration  
406 S Governors Avenue

Mr. & Mrs. Kelly:

On Wednesday, January 25, 2023, the Construction and Property Maintenance Code Board of Appeals considered your appeal of the decision of the Building Inspector to register your property as vacant in accordance with Chapter 22 - Buildings and Building Regulations, Article XII - Vacant Buildings, Section 22-403- Registration and Registration Fee.

After reviewing the case history, it was the decision of the Board to uphold the decision of the Building Inspector to declare this property in its second year vacant. As indicated on the enclosed registration notification and invoice, dated November 30, 2022, which you previously received, the second-year vacant building registration fee, in the amount of \$750, is due at this time.

Please complete the enclosed Vacant Building Registration Form and return it with payment to the City of Dover, Planning and Community Development Department, 15 Loockerman Plaza, Dover, DE 19901.

If you have any questions regarding this matter, please contact the Department of Planning and Inspections at (302) 736-7010.

Sincerely,



Andria L. Bennett  
City Clerk

cc: Nicholas Rodriguez, City Solicitor  
Gary Junge, Deputy City Solicitor  
Mary Ellen Gray, Director of Planning and Community Development  
Eddie Kopp, Code Enforcement Supervisor  
Ron Coburn, Code Official

406 S. GOVERNORS AVE

ZONE C-2A LIMITED CENTRAL COMMERCIAL

WATER SHUT OFF @ CURB SINCE 8/30/2021  
ELECTRIC IS MINIMAL

NO ACTIVE PERMITS 2013 LAST PERMIT

NO ACTIVE LICENSES MADE INACTIVE 7/13/2021

NO GAS METER

LAST YEAR FILED APPEAL AFTER 30 DAYS (OCT. 26, 2021 FIRST NOTICE)

NOVEMBER 30<sup>2022</sup> 2ND YEAR REGISTRATION  
NOTICE AND INVOICE MAILED CERTIFIED

APPEAL RECEIVED DEC 29, 2022

25 VIOLATION NOTICES SINCE 10/21/99

BB MORRIS DE

City of  Dover

January 10, 2023

John & Laura Kelly  
22 Prestwick Ct.  
Dover, DE 19904

Re: Appeal of Case #21-00004256 – Vacant Building Registration  
406 S Governors Avenue

Mr. & Mrs. Kelly:

We have received your request to appeal the decision of the Building Inspector to register your property as vacant in accordance with Chapter 22 - Buildings and Building Regulations, Article XII - Vacant Buildings. Section 22-403- Registration and Registration Fee.

A meeting of the Construction and Property Maintenance Code Board of Appeals has been scheduled for Wednesday, January 25, 2023, at 3:30 p.m. to hear your appeal. This meeting will be held in the City Hall Conference Room, 15 Lookerman Plaza, Dover, DE 19901 with electronic access via WebEx, which may be accessed through a computer, smartphone, or a telephone call. Below I have listed the information needed to access the meeting electronically. If you have any additional documentation that you would like the Board to review when considering your appeal, please provide this information to the City Clerk's Office prior to the appeal hearing.

Please feel free to contact me by email at [cityclerk@dover.de.us](mailto:cityclerk@dover.de.us) or by phone at (302) 736-7008 if you have any questions or concerns.

**Dial:** 1-650-446-3208

**Link:** <https://rb.gy/cybzot>

**Event Number/Access Code:** 2537 728 1581

**Event Password:** DOVER

Sincerely,



Andria L. Bennett  
City Clerk

cc: Nicholas Rodriguez, City Solicitor  
Gary Junge, Deputy City Solicitor  
Mary Ellen Gray, Director of Planning and Community Development  
Eddie Kopp, Chief Code Enforcement Officer  
Ron Coburn, Code Enforcement Officer

AS OF 11/30/23 - \$ 750.00 NOT PAID?

**Coburn, Ron**

---

**From:** Carroll, Ryan  
**Sent:** Wednesday, January 11, 2023 11:08 AM  
**To:** Coburn, Ron  
**Subject:** RE: 406 S Governors Ave

Good Morning and a Happy New Year Ron,

I have done some digging on this address and the last time it registered any use it was on 3/8/2016. The ERT has been replaced but as of the last note from P/W the water was shut off here due to a leak at the meter. This was noted on 8/30/2021 on a work order that returned from P/W. I hope this helps and makes sense to you. Let me know if I can be of further assistance.

*Ryan Carroll*

**Field Service Representative III  
City of Dover  
5 E. Reed St  
Dover, DE 19901  
(302)736-7799**

**From:** Coburn, Ron <RCoburn@dover.de.us>  
**Sent:** Wednesday, January 4, 2023 8:09 AM  
**To:** Carroll, Ryan <rcarroll@dover.de.us>  
**Subject:** 406 S Governors Ave

Good Morning and Happy New Year Ryan,

Can you please tell me if the water at 406 S Governors Avenue is off at the curb or if there just hasn't been any consumption?

If it is shut off at the curb, could you give me the shut off date?

Thanks,

**Ron Coburn  
City of Dover  
Code Enforcement  
15 Loockerman Plaza  
Dover DE 19901  
Phone # 302.736.7010  
Fax # 302.736.4217**

## Section 12. - Limited commercial zone (C-1A).

- 12.1 *Uses permitted.* In a limited commercial zone (C-1A), no building or premises shall be used, and no building or part of a building shall be erected, which is arranged, intended, or designed to be used, in whole or in part, for any purpose, except the following:
- (a) Retail stores.
  - (b) Personal service establishments.
  - (c) Service establishments.
  - (d) Restaurants.
  - (e) Business, professional, and governmental offices.
  - (f) One family residences, including attached and semi-detached dwellings, complying with the bulk standards of the RG-1 (General Residence) zone.
  - (g) Apartments and multi-family dwellings.
- 12.2 *Conditional uses.* The following uses are permitted, conditional upon the approval of the planning commission in accordance with the procedures and subject to the general conditions set forth in article 10, section 1:
- (a) Drive-throughs accessory to a permitted use.
- 12.3 *Uses prohibited.* The following uses are prohibited:
- (a) Fuel pumps and motor vehicle storage, sales, or repairs.
- 12.4 *Enclosed buildings.* All permitted uses and all storage accessory thereto, other than offstreet parking, shall be carried on in buildings fully enclosed on all sides, except for outdoor eating areas associated with restaurants and outdoor sales areas approved by the city planner.
- 12.5 *Performance standards.* All uses are subject to performance standards as set forth in article 5, section 8.1.
- 12.6 *Site development plan approval.* Site development plan approval in accordance with article 10, section 2 hereof shall be required prior to the issuance of building permits for the erection or enlargement of all structures and prior to the issuance of certificates of occupancy for any change of use.

(Ord. of 6-25-1984; Ord. of 3-24-1986; Ord. of 7-10-2000; Ord. of 2-12-2001; Ord. No. 2014-08, 7-14-2014.)



RECEIVED

DEC 29 2022

OFFICE OF THE CITY CLERK

John P. Kelly III  
22 North Prestwick Court  
Dover, DE 19904

City of Dover  
Clerk's Office  
15 Loockerman Plaza  
Dover, DE 19901

Hand Delivered

December 29, 2022

RE: Annual Vacant Building Registration  
Case Number: 21-00004256  
Property address: 406 South Governors Avenue

To Whom It May Concern:

Please consider this letter as a request for an appeal of the above referenced case COD letter attached).

Should you have further questions, please contact me. Thank you.

Sincerely,

  
John P Kelly III  
302-270-8616  
porscheocd@gmail.com

Dec 29, 2022 3:26:05 PM EST  
File Edit List Commands Help  
Print screen  
LOCATION

### Location Applications

**Property address:** 406 S GOVERNORS AVE  
**Tax Map Number:** ED-05-077.09-03-290.000-000

Number	Type	Date	Status
13	00001296 PLUMBING-WATER ONLY	9/17/13	CL
03	00000662 STORAGE SHED	5/09/03	EX
99	00001759 PLUMBING	10/26/99	PD
99	00001739 MECHANICAL	10/21/99	PD
99	00000849 SIGN	6/01/99	AP

OK  
Exit  
Cancel

Screen detail successfully printed MW

Dec 29, 2022 3:24:41 PM EST  
File Edit List Commands Help  
Print Screen

### Location Inquiry - Licenses

**Business control number:** 27573

Business Name and Address		Mailing Address	
KELLYS CORNER CONSIGNMENTS & C			
406 S GOVERNORS AVE			
DOVER	DE	199046735	06

Year	Number	Classification	Status
22	00032732	MERCHANT	INACTIVE
21	00032732	MERCHANT	RENEWED

OK  
Exit  
Cancel

MVA

**License Information**

Classification: MERCHANT 0054  
License status: INACTIVE IN  
Status date: 9/08/2022  
Application date: 7/13/2021  
Issue date: 7/13/2021  
Expiration date: 7/31/2022  
Valid through date: 7/31/2022  
Date renewal printed: 9/01/2022  
Date license printed: 7/13/2021  
Previous license: 21-00032732  
Print flag: N  
Pin number: 6639  
Updated: 9/08/2022 by TMB

**Business Information**

Business number: 27573  
Business name: KELLYS CORNER CONSIGNMENTS & COLLECTIBLES  
Mailing address: 22 N PRESTWICK CT  
DOVER DE 19904  
Location address: 406 S GOVERNORS AVE  
Business phone: (302) 270-8619  
EMERGENCY PHONE: (302) 678-2636

**Applicant Information**

Applicant/qualifier:  
Address:  
Phone:  
Social Security:  
Drivers license:  
Date of birth:  
Email address:

**Charges/Renewal Summary**

Charges summary	Lic/Transfr	Add'l Chrg	Penalty	Interest								
Amount charged:												
Amount paid:												
Amount due:												
Unposted/Unapplied receipts												
New/transfer unposted:												
New/transfer unapplied:												
Renewal unposted:												
Renewal unapplied:												
Renewal Summary												
Month:	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL
Year:	21	21	21	21	21	22	22	22	22	22	22	22
Renewal status:	R	R	R	R	R	R	R	R	R	R	R	R

Customer/Location Consumption History Inquiry

15: Item 2.

Customer ID: XXXXXXXXXX Name: KELLY III, JOHN P & LAURA

Location ID: 9070 Addr: 406 S GOVERNORS AVE

Cycle/Route: 20 01

Amount due: XXXXXXXXXX

Initiation date : 12/15/06

Pending :

Termination date: 0/00/00

Customer status: A

Customer/Location status: A

Type options, press Enter.

1=Select 5=View detail

Opt	Code	Type	Reading Date	Actual Consumption	Actual Demand	Days	Meter Number	Est CD	Cmnt CD
-	EL	REG	12/08/22			30	51877696E		N *
-	EL	REG	11/08/22			29	51877696E		N
-	EL	REG	10/10/22			31	51877696E		N
-	EL	REG	9/09/22			32	51877696E		N
-	EL	REG	8/08/22			28	51877696E		N
-	EL	REG	7/11/22			33	51877696E		N
-	EL	REG	6/08/22			30	51877696E		N *
-	EL	REG	5/09/22			31	51877696E		N +

F3=Exit F5=Print history  
F12=Cancel

F8=Pending/history trans  
F14=Graph history

F10=Change view

CITY OF DOVER  
Customer/Location Consumption History Inquiry

Customer ID: XXXXXXXXXX Name: KELLY III, JOHN P & LAURA  
Location ID: 9070 Addr: 406 S GOVERNORS AVE  
Cycle/Route: 20 01  
Initiation date : 12/15/06  
Termination date: 0/00/00 Customer status: A

Amount due: XXXXXXXXXX  
Pending :  
Customer/Location status: A

Type options, press Enter.  
1=Select 5=View detail

Opt	Code	Type	Reading Date	Actual Consumption	Actual Demand	Days	Meter Number	Est CD	Cmnt CD		
-	EL	REG	4/08/22			31	51877696E		N		
-	EL	REG	3/08/22			28	51877696E		N		
-	EL	REG	2/08/22			29	51877696E		N		
-	EL	REG	1/10/22			33	51877696E		N		
-	EL	REG	12/08/21			30	51877696E		N		
-	EL	REG	11/08/21			32	51877696E		N		
-	EL	REG	10/07/21			28	51877696E		N		
-	EL	REG	9/09/21			31	51877696E		N		
											+

F3=Exit F5=Print history F8=Pending/history trans F10=Change view  
F12=Cancel F14=Graph history

Customer/Location Consumption History Inquiry

15: Item 2.

Customer ID: XXXXXXXXXX Name: KELLY III, JOHN P & LAURA  
 Location ID: 9070 Addr: 406 S GOVERNORS AVE  
 Cycle/Route: 20 01  
 Initiation date : 12/15/06  
 Termination date: 0/00/00 Customer status: A

Amount due: XXXXXXXXXX  
 Pending :  
 Customer/Location status: A

Type options, press Enter.  
 1=Select 5=View detail

Opt	Code	Type	Reading Date	Actual Consumption	Actual Demand	Days	Meter Number	Est CD	Cmnt CD
-	WA	REG	12/08/22	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	30	94810682W		O
-	WA	REG	11/08/22	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	29	94810682W		N
-	WA	REG	10/10/22	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	31	94810682W		N
-	WA	REG	9/09/22	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	32	94810682W		N
-	WA	REG	8/08/22	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	28	94810682W		N
-	WA	REG	7/11/22	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	33	94810682W		N
-	WA	REG	6/08/22	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	30	94810682W		N
-	WA	REG	5/09/22	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	31	94810682W		N +

F3=Exit F5=Print history F8=Pending/history trans F10=Change view  
 F12=Cancel F14=Graph history

CITY OF DOVER  
Customer/Location Consumption History Inquiry

Customer ID: XXXXXXXXXX Name: KELLY III, JOHN P & LAURA  
Location ID: 9070 Addr: 406 S GOVERNORS AVE  
Cycle/Route: 20 01  
Initiation date : 12/15/06  
Termination date: 0/00/00

Amount due: XXXXXXXXXX  
Pending :  
Customer status: A Customer/Location status: A

Type options, press Enter.  
1=Select 5=View detail

Opt	Code	Type	Reading Date	Actual Consumption	Actual Demand	Days	Meter Number	Est CD	Cmnt CD
-	WA	REG	4/08/22	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	31	94810682W		N
-	WA	REG	3/08/22	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	28	94810682W		N
-	WA	REG	2/08/22	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	29	94810682W		N
-	WA	REG	1/10/22	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	33	94810682W		N
-	WA	REG	12/08/21	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	30	94810682W		N
-	WA	REG	11/08/21	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	32	94810682W		N
-	WA	REG	10/07/21	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	28	94810682W		N
-	WA	REG	9/09/21	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	31	94810682W		N +

F3=Exit F5=Print history F8=Pending/history trans F10=Change view  
F12=Cancel F14=Graph history

## ARTICLE XII. - VACANT BUILDINGS

Item 2.

## Sec. 22-400. - Purpose; applicability; definitions.

- (a) *Purpose.* The purpose and intent of this article is to establish a registration and identification program of vacant buildings within the city. Vacant buildings are detrimental to the surrounding buildings and neighborhoods in which they exist. The article is also to ensure the public health, safety and welfare insofar as they are affected by vacant buildings within the city. The health, safety and welfare of the neighborhoods in which vacant buildings are located are of the utmost importance to the city, as is the general community character in which these vacant buildings are located.
- (b) *Applicability.* The provisions of this article shall apply to all matters affecting or relating to vacant buildings. Where, in this article, different sections of this Code may specify different requirements, the most restrictive shall govern.
- (c) *Definitions.* The following words, terms and phrases, when used in this article, shall have the meanings ascribe to them in this subsection, except where the context clearly indicates a different meaning.
- (1) *Vacant building* means a building, structure, or dwelling that has been unoccupied for more than three consecutive months; or a commercial tenant space greater than 10,000 square feet in an otherwise occupied building, that has been left unoccupied for more than three consecutive months.
- (2) *Actively for sale or lease* means the building is being actively marketed through a licensed real estate broker or the owner who is regularly advertising the property in newspapers circulated in and around Dover, it is being offered for sale or lease at a cost of no more than 25 percent over market rate as determined by the city assessor, and the building is in reasonable condition for sale or lease, including but not limited to: no trash has collected inside or outside of the building, the utilities are functional, and it is not being used as storage that is unrelated to the former use.

(Ord. of 6-26-2006; Ord. No. 2013-03, 3-11-2013)

## Sec. 22-401. - Monitoring, inspection and condition standards.

- (a) The building inspector shall inspect any premises in the city for the purpose of enforcing and assuring compliance with the provisions of this article. Upon request of the building inspector, an owner shall provide access to all interior portions of a vacant building in order to permit a complete inspection.

Once a building/structure/unit or residence (hereon after referred to as building) is registered as a vacant building, the vacant building shall be inspected annually for as long as it is considered vacant.

- (b) The vacant building shall be secured; the exterior building and premises shall be maintained in accordance with all City of Dover Code requirements.
- (c) The vacant building shall be in reasonable condition (all utilities shall be functional, there shall be no trash or debris inside or outside the building and it shall not to be used as storage that is unrelated to the former use).

(Ord. of 6-26-2006; Ord. No. 2013-03, 3-11-2013)

Sec. 22-402. - Agent—Responsible person required.

- (a) *Property manager.* Any owner of a vacant building, residing outside of the county, shall be required to have a licensed property manager residing or having an office located in the county, or a family member or other designated individual who does not manage any other real estate for a fee and who resides in the county acting as a property manager. The property manager, including family members and designated individuals, shall have charge, care and control of the vacant building, and shall provide access to the vacant building for inspection upon request by the building inspector, within 30 days.
- (b) *Corporate or partnership owners.* Any corporation or partnership owning a vacant building shall have a designated member, partner, or employee having charge, care and control of the vacant building. The designated member, partner or employee shall reside in or have an office located in the county, or shall be required to have a licensed property manager residing or having an office located in the county, or other designated individual who does not manage any other real estate for a fee, and who resides in the county, acting as a property manager. The property manager, or other designated individuals shall have charge, care and control of the vacant building, and shall provide access to the vacant building for inspection, upon request by the building inspector, within 30 days.

(Ord. of 6-26-2006; Ord. No. 2013-03, 3-11-2013)

Sec. 22-403. - Registration and registration fee.

- (a) *Registration of building.* There are two ways to register the building as vacant.
  - (1) The owner shall register with the city not later than 30 days after any building in the city becomes vacant, as defined.

The registration of the vacant building shall include the site address, the name of the current owner or owners, current address of the owner and of all applicable owners, tax parcel number, proof of insurance on the building, description of the condition of the building, plans

for the building (to eliminate the vacancy), the responsible person or agent and their contact information and any other applicable information. If any information changes the owner is responsible for informing the city of those changes in a timely manner.

(2) The building inspector or his designee, shall investigate any property that may be subject to registration. Based upon his findings, the building inspector may register the property as a vacant building subject to this chapter.

a. *Notice of registration.* Within five business days of such registration, the licensing and permitting office shall notify the owners of the registered property by certified mail at their last known address according to the records of the city and Kent County.

b. *Registration fee.*

(i) The annual registration fee shall be paid at the time of registration. If the building inspector registers the building as vacant the fee shall be due not later than 30 days after the building is registered as vacant. The annual registration fee will then be due on the registration anniversary date every year after that as long as it remains vacant. The starting point for counting a building as being vacant will begin on the date of the enactment of this article [June 26, 2006].

(ii) The annual fee is as provided for in Appendix F—Fees and Fines.

(Ord. of 6-26-2006; Ord. of 4-14-2008; Ord. No. 2009-09, 6-22-2009; Ord. No. 2013-03, 3-11-2013)

Sec. 22-404. - Violation and penalties.

(a) If the registration fee is not paid within 30 days of being due, the owner shall be in violation of this article.

(1) A lien can be assessed against the property. Such fees shall be entered in the municipal lien docket as a lien owing the city, and the same may be turned over to the city solicitor for collection.

(2) The fee will be assessed to the parcel's tax bill.

(3) The fee shall be paid in full prior to the transfer of title.

(4) The fee shall be paid in full prior to the issuance of any building permits for the subject building and for any other building that is owned by the owner within the city.

(Ord. of 6-26-2006; Ord. No. 2013-03, 3-11-2013)

Sec. 22-405. - Exemptions—Types of buildings eligible for exemption status from the registration fee.

(a) The following are exempt from the registration: The building has fire damage. The owner has 90 days to file for a permit to start construction or demolition or it will be determined a vacant property.

- (b) The following properties shall be registered as vacant, but they are exempt from the registration fee:
- (1) The building is actively being offered for sale or lease for a maximum period of five years. After such time this article will be in effect. Proof of activity shall fall on the owner to provide. See definition.
  - (2) The owner has obtained a building permit and is progressing in an expedient manner to prepare the premises for occupancy.
  - (3) The property is in probate or where the owner has entered a long term care facility within six months of the building being vacant.
  - (4) The property is undergoing currently environmental cleanup or assessment.
- (c) Failure to register. If the owner of the property fails to register the property with the City of Dover within 30 days of notification to do so by the City of Dover staff, then the property owner/agent may not be entitled to exemption from the fees.

(Ord. of 6-26-2006; Ord. No. 2013-03, 3-11-2013)

Sec. 22-406. - Appeal of the 25 percent over market rate.

An appeal of the 25 percent over market rate (from the actively for sale or lease definition) can be considered through an appraisal using accepted appraisal standards to determine market rate. The owner has the option of asking the city tax assessor to perform the appraisal or having one performed (using accepted appraisal standards) at their own expense.

(Ord. of 6-26-2006; Ord. No. 2013-03, 3-11-2013; Ord. No. 2016-19, 8-22-2016)

2022

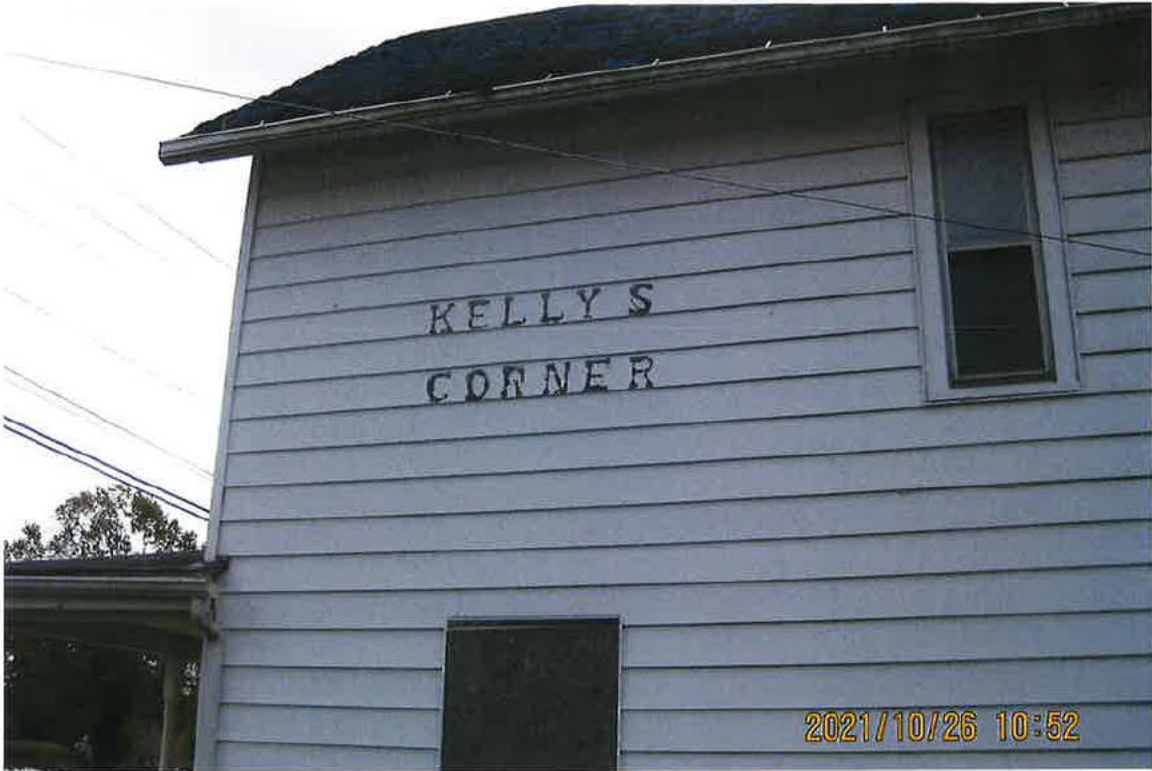






2021





Division of  
Code Enforcement  
15 Loockerman Plaza  
Dover, DE 19901



Phone: (302) 736-7011  
Fax: (302) 736-4217

November 30, 2022

JOHN P & LAURA KELLY  
22 N PRESTWICK CT  
DOVER DE 19904

RE: Property address: 406 S GOVERNORS AVE  
Annual Vacant Building Registration  
**2nd Year Fee Due \$750.00**  
Case Number: 21-00004256

Dear John & Laura Kelly:

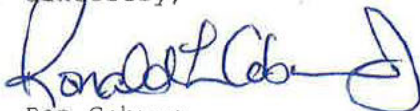
This property was registered as a vacant building within the City of Dover. Annual registrations and fees are required each year the dwelling remains vacant. Please complete the enclosed registration form and return with payment amount as indicated above by **December 30, 2022**. Failure to pay registration fees will result in the fee being placed on the next tax billing. Mail registration form and required payment to:

City of Dover  
Planning and Community Development Department  
15 Loockerman Plaza  
Dover, DE 19901

If the property is no longer vacant or meets the requirements for exemption of payment as identified in the enclosed brochure, please complete the registration form with the updated information and return to this office. You have the right to appeal to the construction and property maintenance code board of appeals. Such appeal must be filed, in writing, on or before 5pm **December 30, 2022**.

I can be reached by phone at 302-736-7011 or email at [rcoburn@dover.de.us](mailto:rcoburn@dover.de.us), should you have any questions or concerns.

Sincerely,



Ron Coburn  
Code Enforcement Officer

Attachments  
file

U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
 Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

**OFFICIAL USE**

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Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ \_\_\_\_\_

Return Receipt (electronic) \$ \_\_\_\_\_

Certified Mail Restricted Delivery \$ \_\_\_\_\_

Adult Signature Required \$ \_\_\_\_\_

Adult Signature Restricted Delivery \$ \_\_\_\_\_



Postage \$ 7.80

Postmark Here  
 DOVER DE 19904  
 DEC 01 2022  
 USPS

JOHN & LAURA KELLY  
 22 N PRESTWICK CT  
 DOVER DE 19904

7020 1810 0002 3083 9516

PS Form 3811, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature   <input checked="" type="checkbox"/> Agent  <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) _____ C. Date of Delivery <u>12-2-22</u></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes        If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p>JOHN &amp; LAURA KELLY          22 N PRESTWICK CT          DOVER DE 19904</p>  <p>9590 9402 7613 2122 5734 29</p>	<p>3. Service Type <u>21-4750</u></p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input checked="" type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail®</p> <p><input type="checkbox"/> Restricted Delivery</p>
<p>2. Article Number (Transfer from service label)</p> <p>7020 1810 0002 3083 9516</p>	<p>Domestic Return Receipt</p>

PS Form 3811, July 2020 PSN 7530-02-000-9053

**Division of  
Code Enforcement**  
15 Loockerman Plaza  
Dover, DE 19901



Phone: (302) 736-7011  
Fax: (302) 736-4217

**INVOICE**

Date: November 30, 2022  
Invoice #: 21-00004256-2

JOHN P & LAURA KELLY  
22 N PRESTWICK CT  
DOVER DE 19904

RE: Property address: 406 S GOVERNORS AVE  
Tax Parcel #: ED-05-077.09-03-290.000-000

DESCRIPTION	AMOUNT
Vacant Building Registration Fee	\$750.00
<b>TOTAL</b>	<b>\$750.00</b>

Please make all checks payable to City of Dover  
Payment must be received before December 30, 2022

<b>Summary</b>	<b>Buildings</b>	<b>Transfers</b>	<b>Billing</b>	<b>Permits</b>	<b>Map</b>	PRINT	BACK	NEW SEARCH
----------------	------------------	------------------	----------------	----------------	------------	-------	------	------------

<p><b>Parcel Information</b></p> <p><b>Map Number:</b> 2 05 07709 03 2900 000      <b>Tax Account ID:</b> 11600</p> <p><b>Location ID/User Account#:</b> 11600      <b>GIS Coord:</b> E-468762 N-0420749</p> <p><b>Property Code:</b> P-Property      <b>Improvement Status:</b> Improved</p> <p><b>Property Type:</b> SFR - Single-Fam      <b>Flood Plan:</b></p> <p>Residential</p> <p><b>Deed BVP:</b> D 240/131      <b>Plat Book:</b> 00000</p> <p><b>Lot#:</b>      <b>Acres:</b> 0.11</p> <p><b>Subdivision:</b>      <b>Total Living Area:</b> 1562 SQFT</p> <p><b>Legal Description:</b>      <b>Total Bedrooms:</b> 3 Full BA: 1 Half BA:</p> <p>W. SD. GOV. AVE., LOT 4590 SQ. FT.</p>	<p><b>Owner</b></p> <p><b>Name:</b> KELLY JOHN P. III KELLY LAURA</p> <p><b>Owners Mailing Address:</b> 22 N PRESTWICK CT DOVER, DE 19904</p>
<p><b>District Information</b></p> <p><b>Levy Court District:</b> 2ND (<a href="http://co.kent.de.us/levy-court/2ND-district-representative.aspx">http://co.kent.de.us/levy-court/2ND-district-representative.aspx</a>)</p> <p><b>Fire:</b> 46_F-Robbins Hose (Dover)      <b>Sewer:</b></p> <p><b>School District:</b> 18_SCH-Capital      <b>Trash:</b></p> <p><b>Ambulance:</b> 63_A-Dover      <b>Light:</b></p> <p>Ambulance</p> <p><b>Storm Water Management:</b></p> <p><b>Tax Ditch:</b></p>	<p><b>Location Information</b></p> <p><b>Location Addresses:</b> 406 S GOVERNORS AVE, DOVER, DE 19901 <b>** Primary **</b></p>
	<p><b>Zoning Information</b></p> <p><b>Zone:</b> C2A - Limited Central Commerc</p>
	<p><b>Assessed Values</b></p> <p><b>Land :</b> \$8,600</p> <p><b>Buildings:</b> \$16,900</p> <p><b>Other Improvements:</b> \$0</p> <p><b>Total:</b> \$25,500</p>

« Back      New Search »

**Address Information**

Address: 406 S GOVERNORS AVE  
City, state, zip: DOVER DE 199046735  
Carrier route: C023  
Delivery point: 060  
Inside/outside code: IN INSIDE CITY LIMITS  
Jurisdiction: DOVER DOVER  
General location: DIST2 DISTRICT 2  
DRS from Location Master 20119300  
Address type: Main Parcel  
Effective date:  
Location status: Active  
Last change user: NLS  
Last change date: 10/12/2007

**Parcel Information**

Tax Map Number ED-05-077.09-03-290.000-000  
Parcel status: Active

**Zoning Information**

Zoning: LTD CENTRAL COMMERCIAL C-2A  
Commissioner district: COUNCIL DISTRICT 2  
Undivided interest %: .00%  
Longitude/latitude: .000000 .000000  
Map X/Y coordinates:  
Property code: COMM

**Current Owner**

Name: KELLY,JOHN P III & LAURA  
Address: 22 N PRESTWICK CT  
DOVER DE 19904

Division of  
Code Enforcement  
15 E. Lookerman St.  
Dover, DE 19901



Phone: (302) 736-4457  
Fax: (302) 736-4217

**City of Dover Vacant Building Registration** LID 9070

1.	Amount Due:	\$375.00	Amount Paid:	TRAD MR 1/18/2022
	Date Due:	12/30/2021	Case #	21-00004256
			Date Registered:	11/30/2021
	Vacant Since:	12/01/2016	Tax Parcel #	ED-05-077.09-03-290.000-000
	Property Address:	406 S Governors Avenue Dover DE 19904		
	Current Property Owner:	John P & Laura Kelly III		
	Address:	22 N Prestwick Court Dover DE 19904		
	Phone:		Cellular:	
	E-Mail:			
2.	<b>** Local agent is required for any owner residing outside of Kent County Delaware</b>			
	Responsible Person/Agent:			
	Address:			
	Phone:		Cellular:	
	E-Mail:			

3. Insurance on Building: Y  / N   
If Yes: Name of Insurance Company: \_\_\_\_\_

4. Exempt from Registration Fee: Y  / N   
Explanation of Exemption if granted: Staff Registered

**NOTE: No Exemption if Registered by City of Dover Staff**

5. \*\*\*\*If building is for sale or lease-Listed Selling Price: \_\_\_\_\_  
\*\*\*\*Attach a copy of the Realtors Listing Sheet (REQUIRED)

6. Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Fees as follows:

Buildings vacant one year or less;	\$375.00
Buildings vacant for more than one year but less than two years;	\$750.00
Buildings vacant for more than two years but less than three years;	\$1,500.00
Buildings vacant for more than three years but less than five years;	\$3,000.00
Buildings vacant for five years or longer;	\$5,000.00

ELECTRIC - OFF ON  
GAS - METER REMOVED

REVISED 07/09/2014


  
**City of Dover**

January 06, 2022

Mr. John P. Kelly III  
22 North Prestwick Court  
Dover, DE 19904

Re: Appeal of Vacant Building Fee - 406 South Governors Avenue

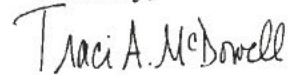
Dear Mr. Kelly:

I am writing in regard to your correspondence dated January 3, 2022 appealing the vacant building fee charged to 406 South Governors Avenue. Enclosed please find a copy of Chapter 22 - Buildings and Building Regulations, Article I - In General, Sec. 22-1 - Construction and Property Maintenance Code Board of Appeals of the Dover Code, which states that any appeal of the building inspector's decision must be made in writing within 30 days of the decision. Copies of two (2) letters sent to 22 North Prestwick Court by Mr. Ron Coburn, City of Dover Code Enforcement Officer, are also enclosed. These letters both provided notification of the requirement to register the structure as a vacant building and to pay a registration fee, and they are dated October 26, 2021 and November 30, 2021, respectively.

Although we can appreciate some of the problems the you have experienced in resolving the issues related to this building, there is no provision in the Code to deviate from the 30-day deadline for submitting an appeal of the vacant building fee and, for this reason, the Construction and Property Maintenance Code Board of Appeals is unable to hear your appeal. The \$375.00 vacant building registration fee remains in effect.

If you have any questions regarding this matter, please contact the Department of Planning and Inspections at (302) 736-7010.

Sincerely,

  
 Traci A. McDowell, MMC  
 City Clerk

Enclosures: (2) Registration Notification Letter sent October 26, 2021 and November 30, 2021  
Copy of Chapter 22 - Buildings and Building Regulations, Article I - In General, Sec. 22-1

TAM  
S:\APPEALS\2022\2 - 406 S Governors Ave- Appeal- Vacant Building- John Kelly\Vacant Building Appeal - Exceeds 30 day Deadline BLOCK.wpd

cc: Nicholas Rodriguez, City Solicitor  
Gary Junge, Deputy City Solicitor  
Dave Hugg, Interim City Manager  
Dawn Melson - Williams, Director of Planning and Community Development  
Eddie Kopp, Code Official  
Ron Coburn, Code Official  
Trisha Marney, Billing/Collections Supervisor  
Heather Mounts, Billing/Collections Supervisor

P.O. Box 475 ♦ Dover, Delaware ♦ 19903

**Community Excellence Through Quality Service**

1/5/22, 10:58 AM

Dover, DE Code of Ordinances

**Sec. 22-1. - Construction and property maintenance code board of appeals.**

- (a) *Established; composition; appointment.* There shall be a committee to be referred to as the "construction and property maintenance code board of appeals," consisting of five members. The council president shall appoint three elected city officials and the mayor shall appoint one city resident generally selected as a representative of homeowners and one representative of the local real estate industry association. Members shall serve one-year terms unless sooner removed. All appointments are subject to confirmation by the city council at its second regular meeting in May. The construction and property maintenance code board of appeals shall elect one of its members as chairperson.
- (b) *Appeals.* Whenever any person is aggrieved by a decision of the building inspector with respect to the provision of this chapter, it is the right of that person to appeal to the construction and property maintenance code board of appeals. Such appeal must be filed, in writing, within 30 days after the determination by the building inspector.
- (c) *Notice; hearing.* Upon receipt of such an appeal, the construction and property maintenance code board of appeals shall set a time and place in not less than ten, nor more than 30 days for the purpose of hearing the appeal. Notice of the time and place of the hearing of the appeal shall be given to all parties, at which time they may appear and be heard. The determination by the construction and property maintenance code board of appeals shall be final in all cases.

(Code 1981, § 5-3; Ord. of 4-25-1994; Ord. No. 2016-19, 8-22-2016)

Division of  
Code Enforcement  
15 Dockerman Plaza  
Dover, DE 19901

# City of Dover

Phone: (302) 736-7011  
Fax: (302) 736-4217

## REGISTRATION NOTIFICATION

November 30, 2021

JOHN P & LAURA KELLY  
22 N PRESTWICK CT  
DOVER DE 19904

RE: Property Address: 406 S GOVERNORS AVE  
Tax Parcel #: ED-05-077.09-03-290.000-000  
Case Number: 21-00004256

Dear John & Laura Kelly:

This letter is to inform you that your building has been found to be vacant as defined under Article 12, Chapter 22 of the Dover Code of Ordinances. In accordance with this ordinance, the Code Enforcement Officer has registered this building as vacant with the City of Dover.

An annual registration fee shall be paid at the time of registration. Please read the enclosed leaflet for more information on fees. **Total amount due at this time will be \$375.00.**

The Code Enforcement Officer shall inspect any premises in the city for the purpose of enforcing and assuring compliance with the provisions of this article. Upon request of the Code Enforcement Officer, an owner shall provide access to all interior portions of a vacant building in order to permit a complete inspection.

**IF THE REGISTRATION FEE IS NOT PAID BY December 30, 2021 IT WILL BE PLACED ON THE NEXT TAX BILLING.**

Please contact this office between the hours of 8:30 a.m. and 5:00 p.m. at (302) 736-7011 with any questions or concerns regarding this letter.

Sincerely,



RON COBURN  
Code Enforcement Officer

cc: file

Division of  
Code Enforcement  
15 Lockerman Plaza  
Dover, DE 19901

# City of Dover

Phone: (302) 736-7011  
Fax: (302) 736-4217

October 26, 2021

JOHN P. & LAURA KELLY  
22 N PRESTWICK CT  
DOVER DE 19904

RE: Property Address: 406 S GOVERNORS AVE  
Tax Parcel #: ED-05-077.09-03-290.000-000  
Case Number: 21-00004256

Dear John & Laura Kelly:

On June 26, 2006, the Dover City Council adopted the Vacant Building Ordinance to reduce the negative impact vacant buildings have on the surrounding businesses and neighborhoods. This letter is to inform you that your building has been found to be vacant as defined under Article 12, Chapter 22 of the Dover Code of Ordinances.

In accordance with this ordinance, this building must be registered with the City of Dover. Enclosed with this notice is a registration form. Please return this form by November 25, 2021 to the City of Dover Department of Planning and Inspections. Failure to return the form within 30 days of mailing will result in the building being registered by this department.

An annual registration fee shall be paid at the time of registration. If the building inspector registers the building as vacant the fee shall be due not later than 30 days after the building is registered as vacant. Please read the enclosed leaflet for more information on fees and any exemptions that may apply with the fees. You have the right to appeal to the construction and property maintenance code board of appeals. Such appeal must be filed, in writing, on or before 5pm November 25, 2021.

The building inspector shall inspect any premises in the city for the purpose of enforcing and assuring compliance with the provisions of this article. Upon request of the building inspector, an owner shall provide access to all interior portions of a vacant building in order to permit a complete inspection.

Please contact this office between the hours of 8:30 a.m. and 5:00 p.m. at (302) 736-7011 with any questions or concerns regarding this letter.

Sincerely,  
  
RON COBURN  
Code Enforcement Officer

cc: file

**Coburn, Ron**

---

**From:** Rivera, Arielle M  
**Sent:** Tuesday, January 18, 2022 10:40 AM  
**To:** 'jkelly@emofdelaware.com'  
**Cc:** City Clerks Office; Coburn, Ron  
**Subject:** RE: EXTERNAL: RE: Cases 21-00004256; 21-00004257  
**Attachments:** 406 S Gov Ave- John Kelly.pdf; 410-412 S Gov Ave - John Kelly.pdf

Mr. Kelly,

After reviewing the date of your first email and the case files for Citation's #21-00004256 and, #21-00004257, it has been determined you filed for the appeal after the date of appeal window. Attached, please find the letters sent by Mr. Coburn stating that the appeal had to be filed by 5:00p.m. on November 25, 2021. Your first email, as you stated, was sent on December 13, 2021.

Thank you,

*Arielle Rivera*

Administrative Assistant  
City Clerks Office  
302-736-7008  
[arivera@dover.de.us](mailto:arivera@dover.de.us)

**From:** Coburn, Ron <[RCoburn@dover.de.us](mailto:RCoburn@dover.de.us)>  
**Sent:** Friday, January 14, 2022 11:04 AM  
**To:** John Kelly <[jkelly@emofdelaware.com](mailto:jkelly@emofdelaware.com)>; City Clerks Office <[CityClerk@dover.de.us](mailto:CityClerk@dover.de.us)>  
**Cc:** [nrodriguez@schmittrod.com](mailto:nrodriguez@schmittrod.com); [gjunge@schmittrod.com](mailto:gjunge@schmittrod.com)  
**Subject:** RE: EXTERNAL: RE: Cases 21-00004256; 21-00004257

Mr. Kelly,

Please obtain a rental dwelling permit prior to having a tenant occupy dwelling. I have attached an application for your convenience.

The dwelling will also require an inspection to ensure it meets minimum code.

Thank you,

*Ron Coburn*  
*City of Dover*  
*Code Enforcement*  
*15 Loockerman Plaza*  
*Dover DE 19901*  
*Phone # 302.736.7010*  
*Fax # 302.736.4217*

**From:** John Kelly <[jkelly@emofdelaware.com](mailto:jkelly@emofdelaware.com)>  
**Sent:** Friday, January 14, 2022 9:51 AM  
**To:** City Clerks Office <[CityClerk@dover.de.us](mailto:CityClerk@dover.de.us)>  
**Cc:** Coburn, Ron <[RCoburn@dover.de.us](mailto:RCoburn@dover.de.us)>; [nrodriguez@schmittrod.com](mailto:nrodriguez@schmittrod.com); [gjunge@schmittrod.com](mailto:gjunge@schmittrod.com)  
**Subject:** EXTERNAL: RE: Cases 21-00004256; 21-00004257

**WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Dear Ms. McDowell,

I am in receipt of your letters dated January 06, 2022, referencing properties at 406 South Governors Avenue and 410-412 South Governors Avenue.

In response please find copies of the email I sent to your office on December 13, 2021, a subsequent email sent to Ron Coburn stating I had not received correspondence from your office, and response from Ron Coburn.

As to why you did not receive my email, I cannot say. However, I am sure that Mr. Rodriquez and Mr. Junge will agree that given I sent an email to Ron Coburn asking why I had not received correspondence regarding my appeal constitutes constructive receipt.

Please reconsider your stance on the appeal and advise me when that hearing is.

Thank you,

John Kelly

PS. You will find attached a copy of the lease for 410 South Governors Avenue commencing February 1, 2022. Please remove the vacant building fee from that property.

John P. Kelly III MS CPA  
 Owner, EM of Delaware

**What we do:** <https://youtu.be/UPOS2ICNUzY>

Enviro-Master | 25 Maggies Way Suite #1 | Dover, Delaware 19901  
 P: 302-735-5555 | C: 302-270-8616 | [www.enviro-master.com](http://www.enviro-master.com)



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**From:** John Kelly [<mailto:jkelly@emofdelaware.com>]  
**Sent:** Monday, January 03, 2022 9:10 AM  
**To:** 'cityclerk@dover.de.us'  
**Cc:** 'Coburn, Ron'  
**Subject:** Cases 21-00004256; 21-00004257

To whom it may concern:

Please consider this email as an appeal of the two (2) above referenced cases.

Kindly verify that you have received this email and schedule a hearing with the Construction and Property Maintenance Board of Appeals.

Thank you.

Sincerely,

John P. Kelly III  
Owner, EM of Delaware

**What we do:** <https://youtu.be/UPOS2ICNUzY>

Enviro-Master | 25 Maggies Way Suite #1 | Dover, Delaware 19901  
P: 302-735-5555 | C: 302-270-8616 | [www.enviro-master.com](http://www.enviro-master.com)



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**Coburn, Ron**

---

**From:** John Kelly <jkelly@emofdelaware.com>  
**Sent:** Monday, January 03, 2022 9:10 AM  
**To:** City Clerks Office  
**Cc:** Coburn, Ron  
**Subject:** EXTERNAL: Cases 21-00004256; 21-00004257

**WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.**

To whom it may concern:

Please consider this email as an appeal of the two (2) above referenced cases.

Kindly verify that you have received this email and schedule a hearing with the Construction and Property Maintenance Board of Appeals.

Thank you.

Sincerely,

John P. Kelly III  
Owner, EM of Delaware

**What we do:** <https://youtu.be/UPOS2ICNUzY>

Enviro-Master | 25 Maggies Way Suite #1 | Dover, Delaware 19901  
P: 302-735-5555 | C: 302-270-8616 | [www.enviro-master.com](http://www.enviro-master.com)



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**Coburn, Ron**

---

**From:** Coburn, Ron  
**Sent:** Thursday, December 30, 2021 2:58 PM  
**To:** John Kelly  
**Subject:** RE: EXTERNAL: Re: Appeals

Did you send a written request for an appeal to the City Clerks office?

*Ron Coburn  
City of Dover  
Code Enforcement  
15 Loockerman Plaza  
Dover DE 19901  
Phone # 302.736.7010  
Fax # 302.736.4217*

**From:** John Kelly <jkelly@emofdelaware.com>  
**Sent:** Thursday, December 30, 2021 1:41 PM  
**To:** Coburn, Ron <RCoburn@dover.de.us>  
**Subject:** EXTERNAL: Re: Appeals

**WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Mr. Coburn,

I have received no correspondence from your office regarding my appeal.

John P. Kelly III  
Owner, Enviro-Master of Delaware

**What we do:** <https://youtu.be/UPOS2ICNUzY>

Enviro-Master Services  
| [25 Maggies Way, Suite #1 Dover, DE 19901](#) |  
| P: [302-735-5555](tel:302-735-5555) | C: [302-270-8616](tel:302-270-8616) |  
| [www.enviro-master.com](http://www.enviro-master.com) |

Sent from my iPhone

On Dec 10, 2021, at 8:22 AM, Coburn, Ron <[RCoburn@dover.de.us](mailto:RCoburn@dover.de.us)> wrote:

Mr. Kelly,

Please send a written request for the appeal to the City Clerks Office. They will then schedule a hearing with the Construction and Property Maintenance Board of Appeals.

The Clerks Office can be reached at [cityclerk@dover.de.us](mailto:cityclerk@dover.de.us).

Please verify that you have received this email.

Thank you,

*Ron Coburn  
City of Dover  
Code Enforcement  
15 Loockerman Plaza  
Dover DE 19901  
Phone # 302.736.7010  
Fax # 302.736.4217*

**Coburn, Ron**

---

**From:** John Kelly <jkelly@emofdelaware.com>  
**Sent:** Saturday, December 11, 2021 3:52 PM  
**To:** Coburn, Ron  
**Subject:** EXTERNAL: Re: Appeals

**WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Thank you.

John P. Kelly III  
Owner, Enviro-Master of Delaware

**What we do:** <https://youtu.be/UPOS2ICNUzY>

Enviro-Master Services

| [25 Maggies Way, Suite #1 Dover, DE 19901](#) |  
| P: [302-735-5555](tel:302-735-5555) | C: [302-270-8616](tel:302-270-8616) |  
| [www.enviro-master.com](http://www.enviro-master.com) |

Sent from my iPhone

On Dec 10, 2021, at 8:22 AM, Coburn, Ron <RCoburn@dover.de.us> wrote:

Mr. Kelly,

Please send a written request for the appeal to the City Clerks Office. They will then schedule a hearing with the Construction and Property Maintenance Board of Appeals.

The Clerks Office can be reached at [cityclerk@dover.de.us](mailto:cityclerk@dover.de.us).

Please verify that you have received this email.

Thank you,

*Ron Coburn  
City of Dover  
Code Enforcement  
15 Loockerman Plaza  
Dover DE 19901  
Phone # 302.736.7010  
Fax # 302.736.4217*

Sec. 22-1. - Construction and property maintenance code board of appeals.

- (a) *Established; composition; appointment.* There shall be a committee to be referred to as the "construction and property maintenance code board of appeals," consisting of five members. The council president shall appoint three elected city officials and the mayor shall appoint one city resident generally selected as a representative of homeowners and one representative of the local real estate industry association. Members shall serve one-year terms unless sooner removed. All appointments are subject to confirmation by the city council at its second regular meeting in May. The construction and property maintenance code board of appeals shall elect one of its members as chairperson.
- (b) *Appeals.* Whenever any person is aggrieved by a decision of the building inspector with respect to the provision of this chapter, it is the right of that person to appeal to the construction and property maintenance code board of appeals. Such appeal must be filed, in writing, within 30 days after the determination by the building inspector.
- (c) *Notice; hearing.* Upon receipt of such an appeal, the construction and property maintenance code board of appeals shall set a time and place in not less than ten, nor more than 30 days for the purpose of hearing the appeal. Notice of the time and place of the hearing of the appeal shall be given to all parties, at which time they may appear and be heard. The determination by the construction and property maintenance code board of appeals shall be final in all cases.

(Code 1981, § 5-3; Ord. of 4-25-1994; Ord. No. 2016-19, 8-22-2016)

## ARTICLE XII. - VACANT BUILDINGS

## Sec. 22-400. - Purpose; applicability; definitions.

- (a) *Purpose.* The purpose and intent of this article is to establish a registration and identification program of vacant buildings within the city. Vacant buildings are detrimental to the surrounding buildings and neighborhoods in which they exist. The article is also to ensure the public health, safety and welfare insofar as they are affected by vacant buildings within the city. The health, safety and welfare of the neighborhoods in which vacant buildings are located are of the utmost importance to the city, as is the general community character in which these vacant buildings are located.
- (b) *Applicability.* The provisions of this article shall apply to all matters affecting or relating to vacant buildings. Where, in this article, different sections of this Code may specify different requirements, the most restrictive shall govern.
- (c) *Definitions.* The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning.
- (1) *Vacant building* means a building, structure, or dwelling that has been unoccupied for more than three consecutive months; or a commercial tenant space greater than 10,000 square feet in an otherwise occupied building, that has been left unoccupied for more than three consecutive months.
- (2) *Actively for sale or lease* means the building is being actively marketed through a licensed real estate broker or the owner who is regularly advertising the property in newspapers circulated in and around Dover, it is being offered for sale or lease at a cost of no more than 25 percent over market rate as determined by the city assessor, and the building is in reasonable condition for sale or lease, including but not limited to: no trash has collected inside or outside of the building, the utilities are functional, and it is not being used as storage that is unrelated to the former use.

(Ord. of 6-26-2006; Ord. No. 2013-03, 3-11-2013)

## Sec. 22-401. - Monitoring, inspection and condition standards.

- (a) The building inspector shall inspect any premises in the city for the purpose of enforcing and assuring compliance with the provisions of this article. Upon request of the building inspector, an owner shall provide access to all interior portions of a vacant building in

order to permit a complete inspection.

Once a building/structure/unit or residence (hereon after referred to as building) is registered as a vacant building, the vacant building shall be inspected annually for as long as it is considered vacant.

- (b) The vacant building shall be secured; the exterior building and premises shall be maintained in accordance with all City of Dover Code requirements.
- (c) The vacant building shall be in reasonable condition (all utilities shall be functional, there shall be no trash or debris inside or outside the building and it shall not to be used as storage that is unrelated to the former use).

(Ord. of 6-26-2006; Ord. No. 2013-03, 3-11-2013)

Sec. 22-402. - Agent—Responsible person required.

- (a) *Property manager.* Any owner of a vacant building, residing outside of the county, shall be required to have a licensed property manager residing or having an office located in the county, or a family member or other designated individual who does not manage any other real estate for a fee and who resides in the county acting as a property manager. The property manager, including family members and designated individuals, shall have charge, care and control of the vacant building, and shall provide access to the vacant building for inspection upon request by the building inspector, within 30 days.
- (b) *Corporate or partnership owners.* Any corporation or partnership owning a vacant building shall have a designated member, partner, or employee having charge, care and control of the vacant building. The designated member, partner or employee shall reside in or have an office located in the county, or shall be required to have a licensed property manager residing or having an office located in the county, or other designated individual who does not manage any other real estate for a fee, and who resides in the county, acting as a property manager. The property manager, or other designated individuals shall have charge, care and control of the vacant building, and shall provide access to the vacant building for inspection, upon request by the building inspector, within 30 days.

(Ord. of 6-26-2006; Ord. No. 2013-03, 3-11-2013)

Sec. 22-403. - Registration and registration fee.

- (a) *Registration of building.* There are two ways to register the building as vacant.
  - (1) The owner shall register with the city not later than 30 days after any building in the city becomes vacant, as defined.

The registration of the vacant building shall include the site address, the name of the current owner or owners, current address of the owner and of all applicable owners, tax parcel number, proof of insurance on the building, description of the condition of the building, plans for the building (to eliminate the vacancy), the responsible person or agent and their contact information and any other applicable information. If any information changes the owner is responsible for informing the city of those changes in a timely manner.

- (2) The building inspector or his designee, shall investigate any property that may be subject to registration. Based upon his findings, the building inspector may register the property as a vacant building subject to this chapter.
- a. *Notice of registration.* Within five business days of such registration, the licensing and permitting office shall notify the owners of the registered property by certified mail at their last known address according to the records of the city and Kent County.
  - b. *Registration fee.*
    - (i) The annual registration fee shall be paid at the time of registration. If the building inspector registers the building as vacant the fee shall be due not later than 30 days after the building is registered as vacant. The annual registration fee will then be due on the registration anniversary date every year after that as long as it remains vacant. The starting point for counting a building as being vacant will begin on the date of the enactment of this article [June 26, 2006].
    - (ii) The annual fee is as provided for in Appendix F—Fees and Fines.

(Ord. of 6-26-2006; Ord. of 4-14-2008; Ord. No. 2009-09, 6-22-2009; Ord. No. 2013-03, 3-11-2013)

#### Sec. 22-404. - Violation and penalties.

- (a) If the registration fee is not paid within 30 days of being due, the owner shall be in violation of this article.
- (1) A lien can be assessed against the property. Such fees shall be entered in the municipal lien docket as a lien owing the city, and the same may be turned over to the city solicitor for collection.
  - (2) The fee will be assessed to the parcel's tax bill.
  - (3) The fee shall be paid in full prior to the transfer of title.
  - (4) The fee shall be paid in full prior to the issuance of any building permits for the subject building and for any other building that is owned by the owner within the city.

(Ord. of 6-26-2006; Ord. No. 2013-03, 3-11-2013)

Sec. 22-405. - Exemptions—Types of buildings eligible for exemption status from the registration fee.

- (a) The following are exempt from the registration: The building has fire damage. The owner has 90 days to file for a permit to start construction or demolition or it will be determined a vacant property.
- (b) The following properties shall be registered as vacant, but they are exempt from the registration fee:
  - (1) The building is actively being offered for sale or lease for a maximum period of five years. After such time this article will be in effect. Proof of activity shall fall on the owner to provide. See definition.
  - (2) The owner has obtained a building permit and is progressing in an expedient manner to prepare the premises for occupancy.
  - (3) The property is in probate or where the owner has entered a long term care facility within six months of the building being vacant.
  - (4) The property is undergoing currently environmental cleanup or assessment.
- (c) Failure to register. If the owner of the property fails to register the property with the City of Dover within 30 days of notification to do so by the City of Dover staff, then the property owner/agent may not be entitled to exemption from the fees.

(Ord. of 6-26-2006; Ord. No. 2013-03, 3-11-2013)

Sec. 22-406. - Appeal of the 25 percent over market rate.

An appeal of the 25 percent over market rate (from the actively for sale or lease definition) can be considered through an appraisal using accepted appraisal standards to determine market rate. The owner has the option of asking the city tax assessor to perform the appraisal or having one performed (using accepted appraisal standards) at their own expense.

(Ord. of 6-26-2006; Ord. No. 2013-03, 3-11-2013; Ord. No. 2016-19, 8-22-2016)

Division of  
Code Enforcement  
15 Loockerman Plaza  
Dover, DE 19901



City of Dover

Phone: (302) 736-7011  
Fax: (302) 736-4217

**REGISTRATION NOTIFICATION**

November 30, 2021

JOHN P & LAURA KELLY  
22 N PRESTWICK CT  
DOVER DE 19904

RE: Property Address: 406 S GOVERNORS AVE  
Tax Parcel #: ED-05-077.09-03-290.000-000  
Case Number: 21-00004256

Dear John & Laura Kelly:

This letter is to inform you that your building has been found to be vacant as defined under Article 12, Chapter 22 of the Dover Code of Ordinances. In accordance with this ordinance, the Code Enforcement Officer has registered this building as vacant with the City of Dover.

An annual registration fee shall be paid at the time of registration. Please read the enclosed leaflet for more information on fees. **Total amount due at this time will be \$375.00.**

The Code Enforcement Officer shall inspect any premises in the city for the purpose of enforcing and assuring compliance with the provisions of this article. Upon request of the Code Enforcement Officer, an owner shall provide access to all interior portions of a vacant building in order to permit a complete inspection.

**IF THE REGISTRATION FEE IS NOT PAID BY December 30, 2021 IT WILL BE PLACED ON THE NEXT TAX BILLING.**

Please contact this office between the hours of 8:30 a.m. and 5:00 p.m. at (302) 736-7011 with any questions or concerns regarding this letter.

Sincerely,

RON COBURN  
Code Enforcement Officer

cc: file

7021 0950 0000 9557 1360

**U.S. Postal Service™**  
**CERTIFIED MAIL® RECEIPT**  
 Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

**OFFICIAL USE**

Certified Mail Fee \$ \_\_\_\_\_

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ \_\_\_\_\_

Return Receipt (electronic) \$ \_\_\_\_\_

Certified Mail Restricted Delivery \$ \_\_\_\_\_

Adult Signature Required \$ \_\_\_\_\_

Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage \$ 7.33

Postmark Here  
**DEC 02 2021**

JOHN & LAURA KELLY  
 22 N PRESTWICK CT  
 DOVER DE 19904

Inspections & Planning

RC 21-4250

USPS

See reverse for instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature  <input checked="" type="checkbox"/> Agent  <input type="checkbox"/> Addressee  <u>RC X [Signature]</u></p> <p>B. Received by (Printed Name)  <u>John Kelly</u></p> <p>C. Date of Delivery  <u>12-4-21</u></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes      If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p>JOHN &amp; LAURA KELLY          22 N PRESTWICK CT          DOVER DE 19904</p>	<p>3. Service Type <u>21-4250</u></p> <p><input type="checkbox"/> Adult Signature  <input type="checkbox"/> Adult Signature Restricted Delivery  <input checked="" type="checkbox"/> Certified Mail®  <input type="checkbox"/> Certified Mail Restricted Delivery  <input type="checkbox"/> Collect on Delivery  <input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Priority Mail Express®  <input type="checkbox"/> Registered Mail™  <input type="checkbox"/> Registered Mail Restricted Delivery  <input type="checkbox"/> Signature Confirmation™  <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>
<p>2. Article Number (Transfer from service label)</p> <p>7021 0950 0000 9557 1360</p>	<p>Restricted Delivery</p>

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

Division of  
Code Enforcement  
15 Loockerman Plaza  
Dover, DE 19901



Phone: (302) 736-7011  
Fax: (302) 736-4217

## INVOICE

Date: November 30, 2021  
Invoice #: 21-00004256-1

JOHN P & LAURA KELLY  
22 N PRESTWICK CT  
DOVER DE 19904

RE: Property address: 406 S GOVERNORS AVE  
Tax Parcel #: ED-05-077.09-03-290.000-000

DESCRIPTION	AMOUNT
Vacant Building Registration Fee	\$375.00
TOTAL	\$375.00

Please make all checks payable to City of Dover  
Payment must be received before December 30, 2021

Division of  
Code Enforcement  
15 Loockerman Plaza  
Dover, DE 19901

# City of Dover

Phone: (302) 736-7011  
Fax: (302) 736-4217

October 26, 2021

JOHN P & LAURA KELLY  
22 N PRESTWICK CT  
DOVER DE 19904

RE: Property Address: 406 S GOVERNORS AVE  
Tax Parcel #: ED-05-077.09-03-290.000-000  
Case Number: 21-00004256

Dear John & Laura Kelly:

On June 26, 2006, the Dover City Council adopted the Vacant Building Ordinance to reduce the negative impact vacant buildings have on the surrounding businesses and neighborhoods. This letter is to inform you that your building has been found to be vacant as defined under Article 12, Chapter 22 of the Dover Code of Ordinances.

In accordance with this ordinance, this building must be registered with the City of Dover. Enclosed with this notice is a registration form. Please return this form by November 25, 2021 to the City of Dover Department of Planning and Inspections. Failure to return the form within 30 days of mailing will result in the building being registered by this department.

An annual registration fee shall be paid at the time of registration. If the building inspector registers the building as vacant the fee shall be due not later than 30 days after the building is registered as vacant. Please read the enclosed leaflet for more information on fees and any exemptions that may apply with the fees. You have the right to appeal to the construction and property maintenance code board of appeals. Such appeal must be filed, in writing, on or before 5pm November 25, 2021.

The building inspector shall inspect any premises in the city for the purpose of enforcing and assuring compliance with the provisions of this article. Upon request of the building inspector, an owner shall provide access to all interior portions of a vacant building in order to permit a complete inspection.

Please contact this office between the hours of 8:30 a.m. and 5:00 p.m. at (302) 736-7011 with any questions or concerns regarding this letter.

Sincerely,



RON COBURN  
Code Enforcement Officer

cc: file

7021 0950 0000 9557 6105

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 Extra Services & Fees (check box, add fee as appropriate)  
 Return Receipt (hardcopy) \$  
 Return Receipt (electronic) \$  
 Certified Mail Restricted Delivery \$  
 Adult Signature Required \$  
 Adult Signature Restricted Delivery \$

Postage \$  
 Total \$  
 Sent \$  
 Street \$  
 City \$  
 PS \$

Postmark: HOVE DE 19907  
 RC 28 2021  
 01-4256

Inspections Department

JOHN P III & LAURA KELLY  
 22 N PRESTWICK CT  
 DOVER DE 19904

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

JOHN P III & LAURA KELLY  
 22 N PRESTWICK CT  
 DOVER DE 19904

9590 9402 7028 1225 1405 43

2. Article Number (Transfer from service label)  
 7021 0950 0000 9557 6105

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 John Kelly  Agent  
 Addressee

B. Received by (Printed Name) C. Date of Delivery  
 JW 028 covid-19 10-29-21

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

RC 01-4256

3. Service Type  
 Adult Signature  Priority Mail Express®  
 Adult Signature Restricted Delivery  Registered Mail™  
 Certified Mail®  Registered Mail Restricted Delivery  
 Certified Mail Restricted Delivery  Signature Confirmation™  
 Collect on Delivery  Signature Confirmation Restricted Delivery  
 Collect on Delivery Restricted Delivery  
 Insured Mail  
 Registered Mail Restricted Delivery (\$500)

Division of  
Code Enforcement  
15 E. Loockerman St.  
Dover, DE 19901



Phone: (302) 736-4457  
Fax: (302) 736-4217

### City of Dover Vacant Building Registration

1.	Amount Due:	\$375.00	Amount Paid:	
	Date Due:	11/25/2021	Case #	21-00004256
			Date Registered:	
	Vacant Since:	10/08/2019	Tax Parcel #	ED-05-077.09-03-290.000-000
	Property Address:	406 S Governors Ave Dover DE 19904		
	Current Property Owner:	John P & Laura Kelly		
	Address:	22 N Prestwick CT Dover DE 19904		
	Phone:		Cellular:	
	E-Mail:			
2.	<b>** Local agent is required for any owner residing outside of Kent County Delaware</b>			
	Responsible Person/Agent:			
	Address:			
	Phone:		Cellular:	
	E-Mail:			

3. Insurance on Building: Y  / N   
If Yes: Name of Insurance Company: \_\_\_\_\_

4. Exempt from Registration Fee: Y  / N   
Explanation of Exemption if granted: \_\_\_\_\_  
**NOTE: No Exemption if Registered by City of Dover Staff**

5. \*\*\*\*If building is for sale or lease-Listed Selling Price: \_\_\_\_\_  
\*\*\*\*Attach a copy of the Realtors Listing Sheet (REQUIRED)

6. Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Fees as follows:  
Buildings vacant one year or less; \$375.00  
Buildings vacant for more than one year but less than two years; \$750.00  
Buildings vacant for more than two years but less than three years; \$1,500.00  
Buildings vacant for more than three years but less than five years; \$3,000.00  
Buildings vacant for five years or longer; \$5,000.00

REVISED 08/31/2018

Community Excellence Through Quality Service

**Address Information**

Address: 406 S GOVERNORS AVE  
City, state, zip: DOVER DE 199046735  
Carrier route: C023  
Delivery point: 060  
Inside/outside code: IN INSIDE CITY LIMITS  
Jurisdiction: DOVER DOVER  
General location: DIST2 DISTRICT 2  
DRS from Location Master: 20119300  
Address type: Main Parcel  
Effective date:  
Location status: Active  
Last change user: NLS  
Last change date: 10/12/2007

**Parcel Information**

Tax Map Number: ED-05-077.09-03-290.000-000  
Parcel status: Active

**Zoning Information**

Zoning: LTD CENTRAL COMMERCIAL C-2A  
Commissioner district: COUNCIL DISTRICT 2  
Undivided interest %: .00%  
Longitude/latitude: .000000 .000000  
Map X/Y coordinates:  
Property code: COMM

**Current Owner**

Name: KELLY,JOHN P III & LAURA  
Address: 22 N PRESTWICK CT  
DOVER DE 19904

## Parcel Information

Map Number: 2 05 07709 03 2900 000  
 Location ID/User Account#: 11600  
 Tax Account ID: 11600  
 Property ID: 27999  
 GIS Coord: E-468762 N-0420749  
 Property Code: P-Property  
 Improvement Status: Improved  
 Property Type: SFR Single-Fam Residential  
 Deed BVP: D 240/131  
 Flood Plan:  
 Plat Book: 00000  
 Zoning: C2A  
 Lot#:  
 Acres: 0.11  
 Subdivision:  
 Total Living Area: 1562 SQFT  
 Legal Description:  
 Total Bedrooms:3 Full BA:1 Half BA:  
 W. SD. GOV. AVE., LOT 4590 SQ. FT.

## District Information

Levy Court District: 2ND  
 Fire: 46\_F-Robbins Hose (Dover)  
 Sewer:  
 School District: 18\_SCH-Capital  
 Trash:  
 Ambulance: 63\_A-Dover Ambulance  
 Light:  
 Storm Water Management:  
 Tax Ditch:

## Owner

Name:  
 KELLY JOHN P. III  
 KELLY LAURA  
 Owners Mailing Address:  
 22 N PRESTWICK CT  
 DOVER, DE 19904

## Location Information

Location Addresses:  
 406 S GOVERNORS AVE, DOVER, DE 19901 \*\* Primary \*\*

## Assessed Values

Land : \$8,600  
 Buildings: \$16,900  
 Yard: \$0  
 Total: \$25,500

February 11, 2026

John Kelly  
22 North Prestwick Court  
Dover, DE 19904

Re: Appeal of Citation #21-00004256 – Vacant Building Registration – 406 South Governors Avenue, Dover, DE 19904

Dear Mr. Kelly,

We have received your request to appeal the decision of the Building Inspector to register your property as vacant in accordance with Chapter 22 - Buildings and Building Regulations, Article XII - Vacant Buildings, Section 22-403-Registration and Registration Fee.

A meeting of the Construction and Property Maintenance Code Board of Appeals has been scheduled for Wednesday, February 18, at 3:30 p.m. to hear your appeal. This meeting will be held in the City Hall Conference Room, 15 Loockerman Plaza, Dover, DE 19901, with electronic access via Webex, available on a computer, smartphone, or by telephone. Below, I have listed the information needed to access the meeting electronically. If you have any additional documentation that you would like the Board to review when considering your appeal, please provide this information to the City Clerk's Office prior to the appeal hearing.

Please feel free to contact me by email at [cityclerk@dover.de.us](mailto:cityclerk@dover.de.us) or by phone at (302) 736-7008 if you have any questions or concerns.

**Dial: 1-650-479-3208**

**Link: <https://tinyurl.com/44xjzskz>**

**Event number: 2531 719 4963**

**Event password: DOVER (if needed)**

Sincerely,



Andria L. Bennett, CMC  
City Clerk

cc: Dan Griffith, City Solicitor  
Sharon Duca, Assistant City Manager  
Dawn Melson-Williams, Principal Planner  
Eddie Kopp, Chief Code Enforcement Officer  
John England, Code Enforcement Officer

City of  Dover

January 27, 2023

John & Laura Kelly  
22 Prestwick Ct.  
Dover, DE 19904

Re: Appeal of Case #21-00004256 –Vacant Building Registration  
406 S Governors Avenue

Mr. & Mrs. Kelly:

On Wednesday, January 25, 2023, the Construction and Property Maintenance Code Board of Appeals considered your appeal of the decision of the Building Inspector to register your property as vacant in accordance with Chapter 22 - Buildings and Building Regulations, Article XII - Vacant Buildings, Section 22-403- Registration and Registration Fee.

After reviewing the case history, it was the decision of the Board to uphold the decision of the Building Inspector to declare this property in its second year vacant. As indicated on the enclosed registration notification and invoice, dated November 30, 2022, which you previously received, the second-year vacant building registration fee, in the amount of \$750, is due at this time.

Please complete the enclosed Vacant Building Registration Form and return it with payment to the City of Dover, Planning and Community Development Department, 15 Loockerman Plaza, Dover, DE 19901.

If you have any questions regarding this matter, please contact the Department of Planning and Inspections at (302) 736-7010.

Sincerely,



Andria L. Bennett  
City Clerk

cc: Nicholas Rodriguez, City Solicitor  
Gary Junge, Deputy City Solicitor  
Mary Ellen Gray, Director of Planning and Community Development  
Eddie Kopp, Code Enforcement Supervisor  
Ron Coburn, Code Official

Division of  
Code Enforcement  
151 Cockerman Plaza  
Dover, DE 19901



Phone (302) 736-7011  
Fax (302) 736-4217

Date: November 30, 2022  
Invoice #: 21-00004256-2

JOHN P. & LAURA KELLY  
37 N. EBBOTSWICK CT  
DOVER DE 19901

RE: Property address: 406 S GOVERNORS AVE  
Tax Parcel #: ED-05-077.09-03-290.000-000

DESCRIPTION	AMOUNT
Vacant Building Registration Fee	\$750.00
TOTAL	\$750.00

Please make all checks payable to City of Dover  
Payment must be received before December 30, 2022

Division of  
Code Enforcement  
15 E. Loockerman St.  
Dover, DE 19901



Phone: (302) 736-4457  
Fax: (302) 736-4217

### City of Dover Vacant Building Registration

1.	Amount Due:		Amount Paid:	
	Date Due:	Case #	Date Registered:	
	Vacant Since:	Tax Parcel #		
	Property Address:			
	Current Property Owner:			
	Address:			
	Phone:	Cellular:		
	E-Mail:			
2.	<b>** Local agent is required for any owner residing outside of Kent County Delaware</b>			
	Responsible Person/Agent:			
	Address:			
	Phone:	Cellular:		
	E-Mail:			

3. Insurance on Building: Y  / N   
If Yes: Name of Insurance Company: \_\_\_\_\_

4. Exempt from Registration Fee: Y  / N   
Explanation of Exemption if granted: \_\_\_\_\_

**NOTE: No Exemption if Registered by City of Dover Staff**

5. \*\*\*\*If building is for sale or lease—Listed Selling Price: \_\_\_\_\_  
\*\*\*\*Attach a copy of the Realtors Listing Sheet (REQUIRED)

6. Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Fees as follows:

Buildings vacant one year or less;	\$375.00
Buildings vacant for more than one year but less than two years;	\$750.00
Buildings vacant for more than two years but less than three years;	\$1,500.00
Buildings vacant for more than three years but less than five years;	\$3,000.00
Buildings vacant for five years or longer;	\$5,000.00

Interior Inspection Date \_\_\_\_\_

REVISED 01/24/2023

<b>OFFICE USE ONLY</b>	
ELECTRIC:	Y <input type="checkbox"/> N <input type="checkbox"/>
GAS SERVICE:	_____
BASEMENT:	_____
SECURED:	_____

RECEIVED

DEC 29 2022

OFFICE OF THE CITY CLERK

John P. Kelly III  
22 North Prestwick Court  
Dover, DE 19904

City of Dover  
Clerk's Office  
15 Loockerman Plaza  
Dover, DE 19901

Hand Delivered

December 29, 2022

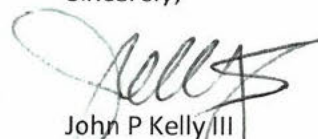
RE: Annual Vacant Building Registration  
Case Number: 21-00004256  
Property address: 406 South Governors Avenue

To Whom It May Concern:

Please consider this letter as a request for an appeal of the above referenced case COD letter attached).

Should you have further questions, please contact me. Thank you.

Sincerely,



John P Kelly III  
302-270-8616  
porscheocd@gmail.com

Division of  
Code Enforcement  
15 Hookerman Plaza  
Dover DE 19901



Phone: (302) 736-7011  
Fax: (302) 736-4217

November 30, 2022

JOHN P & LAURA KELLY  
22 N PRESTWICK CT  
DOVER DE 19904

Re: Property address: 406 S GOVERNORS AVE  
Annual Vacant Building Registration  
**2nd Year Fee Due \$750.00**  
Case Number: 21-00004256

Dear John & Laura Kellys:

This property was registered as a vacant building within the City of Dover. Annual registrations and fees are required each year the dwelling remains vacant. Please complete the enclosed registration form and return with payment amount as indicated above by **December 30, 2022**. Failure to pay registration fees will result in the fee being placed on the next tax bill. Mail registration form and required payment to:

City of Dover  
Planning and Community Development Department  
15 Hookerman Plaza  
Dover, DE 19901

If the property is no longer vacant or meets the requirements for exemption of payment as identified in the enclosed brochure, please complete the registration form with the updated information and return to this office. You have the right to appeal to the construction and property maintenance code board of appeals. Such appeal must be filed, in writing, on or before 5pm **December 30, 2022**.

I can be reached by phone at 302-736-7011 or email at [rcoburn@dover.de.us](mailto:rcoburn@dover.de.us), should you have any questions or concerns.

Sincerely,

Ron Coburn  
Code Enforcement Officer

Attachments  
file

RECEIVED

DEC 29 2022

OFFICE OF THE CITY CLERK

John P. Kelly III  
22 North Prestwick Court  
Dover, DE 19904

City of Dover  
Clerk's Office  
15 Loockerman Plaza  
Dover, DE 19901

Hand Delivered

December 29, 2022


RE: Annual Vacant Building Registration  
Case Number: 21-00004256  
Property address: 406 South Governors Avenue

To Whom It May Concern:

Please consider this letter as a request for an appeal of the above referenced case COD letter attached).

Should you have further questions, please contact me. Thank you.

Sincerely,

  
John P Kelly III  
302-270-8616  
porscheocd@gmail.com

Dec 29, 2022 3:25:05 PM EST  
File Edit List Commands Help  
Print screen  
LOCATION

### Location Applications

**Property address:** 406 S GOVERNORS AVE  
**Tax Map Number:** ED-05-077.09-03-290.000-000

Number	Type	Date	Status
13 00001296	PLUMBING-WATER ONLY	9/17/13	CL
03 00000662	STORAGE SHED	5/09/03	EX
99 00001759	PLUMBING	10/26/99	PD
99 00001739	MECHANICAL	10/21/99	PD
99 00000849	SIGN	6/01/99	AP

✓ OK  
✗ Exit  
⌂ Cancel

Screen detail successfully printed MW

Dec 29, 2022 3:24:41 PM EST  
File Edit List Commands Help  
Production

### Location Inquiry - Licenses

**Business control number:** 27573

Business Name and Address	Mailing Address
KELLYS CORNER CONSIGNMENTS & C	
406 S GOVERNORS AVE	
DOVER	DE 199046735 06

Year	Number	Classification	Status
22	00032732	MERCHANT	INACTIVE
21	00032732	MERCHANT	RENEWED

✓ OK  
✗ Exit  
⏪ Cancel

MN

**License Information**

Classification: MERCHANT 0054  
License status: INACTIVE IN  
Status date: 9/08/2022  
Application date: 7/13/2021  
Issue date: 7/13/2021  
Expiration date: 7/31/2022  
Valid through date: 7/31/2022  
Date renewal printed: 9/01/2022  
Date license printed: 7/13/2021  
Previous license: 21-00032732  
Print flag: N  
Pin number: 6639  
Updated: 9/08/2022 by TMB

**Business Information**

Business number: 27573  
Business name: KELLYS CORNER CONSIGNMENTS & COLLECTIBLES  
Mailing address: 22 N PRESTWICK CT  
DOVER DE 19904  
Location address: 406 S GOVERNORS AVE  
Business phone: (302) 270-8619  
EMERGENCY PHONE: (302) 678-2636

**Applicant Information**

Applicant/qualifier:  
Address:  
Phone:  
Social Security:  
Drivers license:  
Date of birth:  
Email address:

**Charges/Renewal Summary**

Charges summary Lic/Transfr Addtl Chrg Penalty Interest  
Amount charged: [REDACTED]  
Amount paid: [REDACTED]  
Amount due: [REDACTED]  
Unposted/Unapplied receipts  
New/transfer unposted: [REDACTED]  
New/transfer unapplied: [REDACTED]  
Renewal unposted:  
Renewal unapplied:  
Renewal Summary  
Month: AUG SEP OCT NOV DEC JAN FEB MAR APR MAY JUN JUL  
Year: 21 21 21 21 21 22 22 22 22 22 22  
Renewal status: R R R R R R R R R R R

Customer/Location Consumption History Inquiry

15:30 Item 2.

Customer ID: XXXXXXXXXX Name: KELLY III, JOHN P & LAURA

Location ID: 9070 Addr: 406 S GOVERNORS AVE

Cycle/Route: 20 01

Amount due: XXXXXXXXXX  
Pending : XXXXXXXXXX

Initiation date : 12/15/06

Termination date: 0/00/00

Customer status: A Customer/Location status: A

Type options, press Enter.

1=Select 5=View detail

Service	Reading	Actual	Actual	Meter	Est	Cmnt
Opt Code	Type	Consumption	Demand	Number	CD	CD
-	EL REG	12/08/22	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	30 51877696E		N *
-	EL REG	11/08/22	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	29 51877696E		N
-	EL REG	10/10/22	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	31 51877696E		N
-	EL REG	9/09/22	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	32 51877696E		N
-	EL REG	8/08/22	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	28 51877696E		N
-	EL REG	7/11/22	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	33 51877696E		N
-	EL REG	6/08/22	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	30 51877696E		N *
-	EL REG	5/09/22	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	31 51877696E		N +

F3=Exit F5=Print history  
F12=Cancel

F8=Pending/history trans  
F14=Graph history

F10=Change view

Customer/Location Consumption History Inquiry

15:33 Item 2.

Customer ID: [REDACTED] Name: KELLY III, JOHN P & LAURA

Location ID: 9070 Addr: 406 S GOVERNORS AVE

Cycle/Route: 20 01

Amount due: [REDACTED]  
Pending :

Initiation date : 12/15/06

Termination date: 0/00/00

Customer status: A

Customer/Location status: A

Type options, press Enter.

1=Select 5=View detail

Service	Reading	Actual	Actual	Meter	Est	Cmnt
Opt Code	Type	Consumption	Demand	Number	CD	CD
-	EL REG	4/08/22	[REDACTED]	31 51877696E		N
-	EL REG	3/08/22	[REDACTED]	28 51877696E		N
-	EL REG	2/08/22	[REDACTED]	29 51877696E		N
-	EL REG	1/10/22	[REDACTED]	33 51877696E		N
-	EL REG	12/08/21	[REDACTED]	30 51877696E		N
-	EL REG	11/08/21	[REDACTED]	32 51877696E		N
-	EL REG	10/07/21	[REDACTED]	28 51877696E		N
-	EL REG	9/09/21	[REDACTED]	31 51877696E		N +

F3=Exit F5=Print history  
F12=Cancel

F8=Pending/history trans  
F14=Graph history

F10=Change view

Customer/Location Consumption History Inquiry

Item 2.

Customer ID: [Redacted] Name: KELLY III, JOHN P & LAURA

Location ID: 9070 Addr: 406 S GOVERNORS AVE

Cycle/Route: 20 01

Amount due: [Redacted]

Initiation date : 12/15/06

Pending :

Termination date: 0/00/00

Customer status: A

Customer/Location status: A

Type options, press Enter.

1=Select 5=View detail

Service	Reading	Actual	Actual	Meter	Est	Cmnt		
Opt Code	Type	Date	Consumption	Demand	Days	Number	CD	CD
-	WA	REG	12/08/22	[Redacted]	30	94810682W		O
-	WA	REG	11/08/22	[Redacted]	29	94810682W		N
-	WA	REG	10/10/22	[Redacted]	31	94810682W		N
-	WA	REG	9/09/22	[Redacted]	32	94810682W		N
-	WA	REG	8/08/22	[Redacted]	28	94810682W		N
-	WA	REG	7/11/22	[Redacted]	33	94810682W		N
-	WA	REG	6/08/22	[Redacted]	30	94810682W		N
-	WA	REG	5/09/22	[Redacted]	31	94810682W		N +

F3=Exit F5=Print history  
F12=Cancel

F8=Pending/history trans  
F14=Graph history

F10=Change view

Customer/Location Consumption History Inquiry

15:30 Item 2.

Customer ID: XXXXXXXXXX Name: KELLY III, JOHN P & LAURA

Location ID: 9070 Addr: 406 S GOVERNORS AVE

Cycle/Route: 20 01

Amount due: XXXXXXXXXX

Initiation date : 12/15/06

Pending :

Termination date: 0/00/00

Customer status: A

Customer/Location status: A

Type options, press Enter.

1=Select 5=View detail

Service	Reading	Actual	Actual	Meter	Est	Cmnt
Opt Code	Type	Consumption	Demand	Number	CD	CD
-	WA REG	4/08/22	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	31 94810682W		N
-	WA REG	3/08/22	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	28 94810682W		N
-	WA REG	2/08/22	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	29 94810682W		N
-	WA REG	1/10/22	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	33 94810682W		N
-	WA REG	12/08/21	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	30 94810682W		N
-	WA REG	11/08/21	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	32 94810682W		N
-	WA REG	10/07/21	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	28 94810682W		N
-	WA REG	9/09/21	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	31 94810682W		N +

F3=Exit F5=Print history  
F12=Cancel

F8=Pending/history trans  
F14=Graph history

F10=Change view