COUNCIL COMMITTEE OF THE WHOLE
AGENDA

SEPTEMBER 10, 2019 - 6:00 P.M.

CITY HALL COUNCIL CHAMBERS
15 LOOCKERMAN PLAZA, DOVER, DELAWARE

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

PARKS, RECREATION, AND COMMUNITY ENHANCEMENT COMMITTEE

ADOPTION OF AGENDA

1. **PRESENTATION - DEMENTIA FRIENDLY DELAWARE (LINDY SCOTT)**

2. **ADJOURNMENT OF PARKS, RECREATION, AND COMMUNITY ENHANCEMENT COMMITTEE MEETING**

LEGISLATIVE, FINANCE, AND ADMINISTRATION COMMITTEE

ADOPTION OF AGENDA

1. **PROPOSED ORDINANCES**
   - **(A) PUBLIC HEARING - #2019-16 AMENDING CHAPTER 102 - TAXATION OF THE DOVER CODE BY INSERTING A NEW ARTICLE VII - LODGING TAX**
   - **(B) #2019-17 - AMENDING APPENDIX C - DOWNTOWN REDEVELOPMENT AND APPENDIX D - DOWNTOWN DOVER BUSINESS IMPROVEMENT DISTRICT (SPONSOR: CCW/LF&A COMMITTEE)**
     (DEFERRED DURING THE COUNCIL COMMITTEE OF THE WHOLE MEETING OF JULY 23, 2019)

2. **EVALUATION OF REQUESTS FOR PROPOSALS - COLLECTION AGENCY SERVICES**
   (STAFF RECOMMENDATION: APPROVAL OF IC SYSTEM OF ST. PAUL, MN FOR COLLECTION SERVICES AND AUTHORIZATION FOR THE CITY MANAGER TO NEGOTIATE AND SIGN A FINAL AGREEMENT WITH IC SYSTEM OF ST. PAUL, MN FOR COLLECTION SERVICES. FEES ARE BASED ON A PERCENTAGE OF REVENUE COLLECTED.)

3. **EVALUATION OF BIDS - FY 19 STREET AND ALLEY PROGRAM**
   (STAFF RECOMMENDATION: AWARD A UNIT PRICE CONTRACT, BASED UPON BID #19-0024PW FOR THE FY 19 STREET & ALLEY PROGRAM TO GRASSBUSTERS LANDSCAPING, INC. BASED ON THE PREVAILING WAGE UNIT PRICES FOR EACH WORK ITEM SUBMITTED. THE ESTIMATED VALUE OF THE CONTRACT IS $483,294. WORK WILL BE PERFORMED IN STRICT ACCORDANCE TO THE BID SPECIFICATIONS.)

LEGISLATIVE, FINANCE, AND ADMINISTRATION COMMITTEE (CONTINUED)

4. FISCAL YEAR 2019/20 EDWARD BYRNE JUSTICE ASSISTANCE GRANT PROGRAM - IN-CAR CAMERA/COMPUTER SYSTEMS AND INTERVIEW ROOM SYSTEM UPGRADE

(STAFF RECOMMENDATION: APPROVAL OF THE GRANT PROJECT, AS REQUESTED)

5. ADJOURNMENT OF LEGISLATIVE, FINANCE, AND ADMINISTRATION COMMITTEE MEETING

ADJOURNMENT OF COUNCIL COMMITTEE OF THE WHOLE MEETING

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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.

CITY OF DOVER PROPOSED ORDINANCE #2019-16

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

That Chapter 102 - Taxation of the Dover Code be amended by inserting a new Article VII - Lodging Tax, as follows:

ARTICLE VII - ~~Local~~ Lodging Tax

Sec. 102-190. - Local lodging tax.

(a) A local lodging tax is hereby levied of **up to** 3% of the cost of the rent, in addition to the amount imposed by the State and the County, for any room or rooms in a hotel, motel or tourist home, as defined in 30 Del. C. §6101, within the boundaries of the City of Dover.

(b) The local lodging tax, pursuant to this ordinance, is the responsibility of the occupant of the room and shall be collected at the time the rental is paid. Operators of the hotel, motel or tourist home are responsible for the collection of the local lodging tax and the remittance of the taxes to the City of Dover within 20 days after the end of each calendar month, in accordance with procedures established by the City Manager and using forms designated by the City Finance Department. The tax imposed shall be shown on the billing to the occupant as a separate and distinct item.

(c) **Lodging tax receipts will be accounted for in a Committed Fund Balance account to be used only for specific purposes determined by the formal action of City Council through a motion or an adopted City Ordinance which is approved by majority vote.**

(d) No local lodging tax pursuant to this ordinance shall be collected for reservations or contracts for lodging executed or completed before *(date of adoption).

ADOPTED: *

S:\ORDINANCES\2019\DRAFT\ORDINANCE #2019-16-LODGING TAX\ORDINANCE #2019-16 - LODGING TAX-FINAL READING.wpd

SYNOPSIS

The amendment imposes a local lodging tax **of up to** 3% of the cost of the rent, in addition to the amount imposed by the State and the County, for any room or rooms in a hotel, motel or tourist home, as defined in 30 Del. C. §6101, within the boundaries of the City of Dover.

(SPONSORS: HARE AND POLCE)

Actions History

09/10/2019 - Scheduled for Public Hearing - Council Committee of the Whole/Legislative, Finance, and Administration Committee

07/22/2019 - First Reading - City Council

07/09/2019 - Introduced - Council Committee of the Whole/Legislative, Finance, and Administration Committee

Draft

CITY OF DOVER ORDINANCE #2019-17

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

That Appendix C – Downtown Redevelopment of the Dover Code be amended by inserting the text indicated in bold, blue, italics and deleting the text indicated in red strikeout as follows:

APPENDIX C - DOWNTOWN REDEVELOPMENT[1]

Footnotes:

--- (**1**) ---

Editor's note— An ordinance adopted Nov. 26, 1990, amended the Code by adding App. C, Arts. I—VII, which is included in its entirety with no substantive changes made by the editor. Notation of subsequent amendments shall follow the affected sections in a parenthetical history note. Obvious misspellings and punctuation errors have been corrected without notation. For stylistic purposes, headings and catchlines have been made uniform and the same system of capitalization, citation to state statutes, and expression of numbers in text as appears in the Code of Ordinances has been used. Additions made for clarity are indicated by brackets.

ARTICLE I. - INTENT

The city council has deemed it to be in the best interests of the residents of the city and in furtherance of their health, safety and welfare to promote the redevelopment of downtown Dover. In order to promote the redevelopment, [the] council has determined that incentives in the forms of tax abatements, impact fee waivers and building permit caps should be offered.

ARTICLE II. - DEFINITIONS[2]

The following words, terms and phrases, when used in this ordinance, shall have the meanings ascribed to them in this article, except where the context clearly indicates a different meaning:

Footnotes:

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Editor's note— Ord. No. 2014-01, adopted Feb. 10, 2014, repealed the former App. C, Art. II, §§ 1—4, and enacted a new Art. II as set out herein. The former Art. II pertained to similar subject matter and derived from Ord. of 5-26-1992; Ord. of 3-13-1995; Ord. of 4-14-1997; Ord. of 1-10-2000; Ord. of 4-28-2008(3).

Section 1. - Beneficiary of the incentives.

The *beneficiary of the incentives* shall include the person or artificial entity that receives the incentive and the owner of one-half or greater interest in an artificial entity that receives the incentive.

(Ord. No. 2014-01, 2-10-2014)

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Section 2. - Downtown Dover Partnership.

The *Downtown Dover Partnership* shall be established for the purpose of fostering redevelopment within the target area.

(Ord. No. 2014-01, 2-10-2014)

Section 3. - Eligible project.

Eligible project shall mean a new construction or renovation which:

(a) Is located within the target area; and

(b) The fair market value of the materials to be used in and the labor to be performed on the project exceeds the sum of $15,000.00; and

(c) Is for commercial, office, or a residential use; and

(d) Conforms to the intent of this ordinance.

In order for a residential use to be an eligible project, the object of the construction or renovation must be a dwelling unit as defined in article 12 of the City of Dover zoning ordinance [appendix B]. Construction or renovation of accessory buildings as defined in article 12 of the City of Dover zoning ordinance [appendix B] shall not be eligible for development incentives. Construction or renovation which constitutes ordinary replacement or routine maintenance shall not qualify as an eligible project.

(Ord. No. 2014-01, 2-10-2014)

Section 4. - Target area.

Target area shall mean that part of the city more particularly described as follows:

Beginning at a point at the intersection of the centerlines of Cecil and North State Streets, then continuing on the centerline of North State Street in a southerly direction to the intersection of the centerline of State Street and an extension of the centerline of Delaware Avenue, then continuing on the centerline and an extension of the centerline of Delaware Avenue in an easterly direction to the point of intersection of an extension of the centerline of Delaware Avenue and the St. Jones River, then following the centerline of the St. Jones River in a southerly direction to the point of intersection of the centerline of the St. Jones River and the southerly property line of lands now or formerly of the Catholic Diocese of Wilmington, being the site of Holy Cross Roman Catholic Church, then proceeding in a westerly direction along said property line to the easterly right-of-way line of South State Street (U.S. Route 13-A), then crossing the right-of-way line of South State Street in a westerly direction and joining the centerline of Hope Street and proceeding in a westerly direction to the centerlines of Hope Street and South Governors Avenue, then proceeding in a southerly direction along the centerline of South Governors Avenue to the point of intersection of the centerlines of South Governors Avenue and Dover Street, then

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proceeding in a westerly direction along the centerline of Dover Street to the point of intersection of the centerlines of Dover Street and Westview Terrace, then continuing in a northerly direction on the centerline of Westview Terrace to the point of intersection of the centerline of Westview Terrace and New Burton Road, then proceeding in a northeasterly direction on the centerline of New Burton Road to the point of intersection of New Burton Road and West Street, then continuing in a northerly direction along the westerly right-of-way line of West Street to the point of intersection of the westerly side of the right-of-way of West Street and the northerly property line of lands now or formerly of Dover Rent-All, Inc., then continuing in a westerly direction along said property line to the point of intersection of said property line and the lands of Conrail Railroad, then proceeding in a northerly direction along the easterly right-of-way line of Conrail Railroad in a northerly direction to the point of intersection of the centerline of West North Street and then westerly along the centerline of West North Street to Clarence Street and north along the center line of Clarence Street to Slaughter Street, and west along the center line of Slaughter Street to Cherry Street and north along the center line of Cherry Street to the intersection with the center line of Lincoln Street to a point of intersection with an extension of the westerly property line of lands now or of late of Michael Nash, being the site of the former Diamond Ice Company, then proceeding in a northerly direction along the westerly property line of the Nash property and in a line extending to the intersection of the southerly property line of lands now or of late Paul T. and Aiko Moore, and then northwesterly and then northerly along the southern and western property line of the Moore property and extending north to an intersection with the centerline of Lincoln Street, and then easterly along the centerline of Lincoln Street to a point of intersection of an extension of the westerly property line of lands now or formerly of Frank Moore et al., and then northerly along the western property of Frank Moore et al. and extending to a point of intersection with the centerline of Forest Street, then easterly along the centerline of Forest Street to a point of intersection with an extension of the westerly property of the lands now or formerly of the Salvation Army, and then northerly and easterly along the western and north property line of the Salvation Army property to the point of intersection with lands now or of late Conrail Railroad, then northerly along the westerly property line of Conrail Railroad and extending to a point of intersection with the centerline of West Division Street, and then easterly along the centerline of East Division Street to the intersection of the easterly right-of-way line of Conrail Railroad, and then northerly along the easterly right-of-way line of Conrail Railroad to the intersection of the right-of-way of Conrail Railroad and the northerly property line of lands now or of late of Southern States Cooperative, Inc., then proceeding in an easterly direction a distance of 52.76 feet to the northeasterly corner of the lands now or of late of Southern States Cooperative, Inc., then proceeding in a southerly direction along the easterly property line of lands now or of late of Southern States Cooperative, Inc., to the point of intersection of said property and the centerline of Mary Street, then proceeding in an easterly direction along the centerline of Mary Street to the point of beginning, being the point of intersection of the centerline of Mary Street and North Governors Avenue, south along the centerline of North Governors Avenue to the intersection of North Governors Avenue and Cecil Street, and west along the center line of Cecil Street through the Wesley College Campus to the point of intersection of Cecil Street and North State Street.

High Priority Target Area shall mean that part of the city more particularly described as bounded by the street center lines as follows:

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From the intersection of the centerlines of North Governors Avenue and Mary Street south to the intersection of the centerlines of North Governors Avenue and Fulton Street, east to the intersections of the center lines of Fulton Street and North State Street, south to the intersection of the center lines of South State Street and Loockerman Street, east 202 feet and then south 172 feet and then west 36 feet and south 73 feet, and west along the right-of-way of North Street for 136 feet, and then south 45 feet along the center line of State Street and then east 73 feet along the south right-of-way of North Street and then south 71 feet, and then west 11 feet and south six feet and west 20 feet and south 135 feet and west 8 feet and then south 22 feet, then west following the centerline of The Green to the south intersection of the center lines of South State Street and The Green, south to West Water Street and south 218 feet and west 205 feet and southwest 41 feet and west 246 feet and north 102 feet and west 103 feet and northwest 3 feet and west 40 feet and southwest 9 feet and west 44 feet and north to the intersection of South Governors Avenue and the centerline of West Water Street and west to the intersection of the center lines of West Water Street and South Queen Street, south along the center line of South Queen Street 541.11 feet and then west to the center line of South West Street, and north to the intersection of the center lines of West North Street and South West Street, and west to the intersection of the center lines of West North Street and Clarence Street and north to the intersection of the center lines of Clarence Street and Slaughter Street, and west along the center line of Slaughter Street to Cherry Street and north along the center line of Cherry Street to the intersection with the center line of Lincoln Street, and east along the center line of Lincoln Street to the intersection of the center lines of Forest Street and South West Street, and north along the center line of South West Street to the intersection of the center lines of West Street and West Division Street, and west to the east property line of the Norfolk Southern railroad track, and north along this property line to the intersection with the center line of Mary Street, and west to the intersection of the center lines of Mary Street and North Governors Avenue.

(Ord. No. 2014-01, 2-10-2014 ; Ord. No. 2015-04, 2-23-2015 ; Ord. No. 2015-19, 11-9-2015)

ARTICLE III. - ELIGIBILITY[3]

Footnotes:

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Editor's note— Ord. No. 2015-04, adopted Feb. 23, 2015 , repealed Art. III, § 1, which pertained to development incentive eligibility and derived from Ord. of 4-28-2003(3); Ord. No. 2014-01, adopted Feb. 10, 2014 . Subsequently, said ordinance renumbered Art. III, §§ 2, 3 as §§ 1, 2.

Section 1. - Development incentive ineligibility.

An otherwise eligible project shall be ineligible for development incentives if:

(a) An application for a building permit for the project was filed prior to the effective date of this ordinance; or

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(b) Construction or renovation commenced prior to the effective date of this ordinance; or

(c) Issuance of the certificate of occupancy and/or the completion and finalization of the building permit occurs before the application for development incentives is received; or

(d) The subject property is exempt from City of Dover real estate taxes; or

(e) The beneficiary of the incentives is delinquent on any of the obligations listed in section 1-13(b).

(Ord. of 1-11-1999; Ord. No. 2014-01, 2-10-2014 ; Ord. No. 2015-04, 2-23-2015)

Section 2. - Revocation of eligibility.

The beneficiary of the incentives provided by this Appendix must remain current on all obligations due the city. If, at any time after the incentives have been granted, the beneficiary of the incentives becomes delinquent on any of the obligations listed in section 1-13(b), the city manager shall revoke the eligibility for any portion of the incentives not yet received by the beneficiary. Notice shall be given to such beneficiary in writing.

(Ord. No. 2014-01, 2-10-2014 ; Ord. No. 2015-04, 2-23-2015)

ARTICLE IV. - DEVELOPMENT INCENTIVES

Eligible projects within the Target Area shall be eligible for the following development incentives:

Section 1. - Waiver of permit fees.

Fees for building, plumbing, mechanical, and fire protection permits shall be waived for eligible projects.

(Ord. of 1-10-2000; Ord. No. 2015-04, 2-23-2015)

Section 2. - Waiver of impact fees.

Eligible projects shall qualify for city impact fee waiver of the cost of such fees.

(Ord. of 1-10-2000; Ord. of 1-28-2008(1); Ord. No. 2015-04, 2-23-2015)

Section 3. - Abatement of property taxes on the value of improvement.

Eligible projects shall receive property tax waivers for a period not to exceed ten years so that improvements to the properties made in accordance with the intent of this ordinance will not

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be taxed for a period of time not to exceed ten years from the date of the making of the improvements. The said ten-year period will commence with the date of issuance of a building permit.

Eligible projects within the High Priority Target Area shall also be eligible for the following incentives:

• For properties which have transferred on or after March 1, 2015, the property owner shall be eligible for a rebate of the buyer's portion of the real estate transfer tax upon issuance of a certificate of occupancy, provided that a certificate of occupancy is issued for improvements to the property within five years of the payment of the real estate transfer tax.

• Businesses that open within or relocate to the high priority target area on or after March 1, 2015, shall be eligible for a waiver of all city business license fees associated with the business for a period of three years. Eligible businesses are still required to obtain the required city business licenses.

(Ord. No. 2015-04, 2-23-2015)

ARTICLE V. - ADMINISTRATION

The city manager and his staff shall develop the administrative procedures necessary to implement this ordinance. The city manager and his staff shall promulgate reasonable standards to be used in determining whether an eligible project shall receive development incentives and, if so, which incentives shall be granted. Administrative staff shall review applications for development incentives and grant incentives to eligible projects. Applicants shall be notified of the action taken on their applications by mail.

ARTICLE VI. - APPEALS

Applicants denied development incentives shall have the right to appeal the decision to the city council within 30 days from the date of mailing of the formal notification. Such appeal shall be in writing, signed by the owner of the property in question, and filed with the city clerk.

ARTICLE VII. - SEVERABILITY AND EFFECTIVE DATE

Section 1. - Severability.

Should any section or provision of this ordinance be declared to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the ordinance as a whole or any part thereof other than the parts so declared to be unconstitutional or invalid.

(Ord. No. 2015-04, 2-23-2015)

Section 2. - Effective date.

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This ordinance shall be effective as of January 1, 1991.

(Ord. No. 2015-04, 2-23-2015)

BE IT FURTHER ORDAINED:

That Appendix D – Downtown Dover Business Improvement District of the Dover Code be amended by deleting it in its entirety, as follows:

APPENDIX D - DOWNTOWN DOVER BUSINESS IMPROVEMENT DISTRICT[1]

Footnotes:

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Editor's note— An ordinance adopted June 26, 1995, added app. D, arts. I—III, which is included in its entirety with no substantive changes made by the editor. Subsequent amendments shall follow the affected sections in a parenthetical history note. Obvious misspellings and punctuation errors have been corrected without notation. For stylistic purposes, headings and catchlines have been made uniform and the same system of capitalization, citation to state statutes, and expression of numbers in text as appears in the Code of Ordinances has been used. Additions made for clarity are indicated by brackets.

ARTICLE I. - FINDINGS AND DECLARATION OF POLICY

The mayor and council of the City of Dover, acting pursuant to the provisions of 22 Del. C. ch. 15 (22 Del. C. § 1501 et seq.), and having reviewed reports from the business improvement district committee, hereby finds and declares that:

Section 1. - [Preservation and enhancement of commercial enterprise.]

Preserving and enhancing commercial enterprise in Dover and in the downtown business center of Dover is critical to the longterm financial well-being of the City of Dover.

Section 2. - [Availability of enhanced city services in commercial centers.]

The availability of enhanced city services within the commercial centers of Dover should result in significantly improved street and sidewalk sanitation, facilities and infrastructure maintenance, and public security, serving as a magnet to the consuming public.

Section 3. - [Creation of business improvement districts.]

Numerous cities and towns throughout the United States, including Wilmington, Philadelphia, Baltimore, Buffalo and Allentown, are enjoying enhanced city services through the creation of business improvement districts.

Section 4. - [Funding of enhanced city services.]

The cost of the enhanced city services provided for within the Dover Downtown Business Improvement District shall be funded by the principal beneficiaries thereof, the commercial enterprises within the district and by voluntary donations, thereby limiting further demand on the general revenues of the City of Dover.

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ARTICLE II. - DEFINITIONS

The following words, terms and phrases, when used in this ordinance, shall have the meanings ascribed to them in this article, except where the context clearly indicates a different meaning:

Section 1. - [Assessable property.]

Assessable property means all property owned or used by a commercial enterprise which is located within the Downtown Dover Business Improvement District (whether or not it is subject to a city real property tax abatement) and which is not part of a class of property which is exempt from assessment pursuant to article III, section 8 of this appendix.

Section 2. - [Assessment base.]

Assessment base means any tax or license fee lawfully imposed by the city relating to real property or the operation of a commercial enterprise.

Section 3. - [Assessment zone.]

Assessment zone means an area of the [Downtown] Dover Business Improvement District designated by the city to fund a certain percentage of the district's annual budget within which the assessment rate is uniform.

There shall be three assessment zones in the district. A smaller core assessment zone [shall be] centered around Loockerman Street (bounded by the farthest points of Queen, Reed, State and North Streets) that would provide half of the budget through assessments. The larger remaining portions of the district shall be the outer zones and shall provide half of the budget through assessment. The limits of each zone shall be presented by map to city council for approval at the time of approval of the BID budget as prescribed in section 9(f).

(Ord. of 4-10-2006(3))

Section 4. - [Authority.]

Authority means a body politic or corporate, exercising public powers of the state as an agency thereof in accordance with the provision of 22 Del. C. ch. 15 (22 Del. C. § 1501 et seq.), and this appendix of [to] the city Code.

Section 6 [5]. - [City and municipality.]

City or *municipality* means [the] City of Dover, a political subdivision of the State of Delaware.

Section 5 [6]. - [Downtown Dover Business Improvement District and district.]

Downtown Dover Business Improvement District or *district* means an area of the city designated for the provision of services by an authority or management company as defined by this article of this appendix of [to] the Code.

Section 7. - [Management company.]

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Management company means an authority, which, in accordance with the express terms of the provisions of this article of this appendix and the ordinance creating it, is duly incorporated under the not-for-profit corporation provisions of the Delaware General Corporation Law (8 Del. C. § 101 et seq.), and such management company shall be designated by [an] act of [the] city council.

Section 8. - [Services.]

Services means those functions undertaken, directly or indirectly, by an authority or management company for the benefit and advantage of the business improvement district.

ARTICLE III. - ESTABLISHMENT OF THE DOVER DOWNTOWN BUSINESS IMPROVEMENT DISTRICT

Section 1. - Purpose.

The creation of the Dover Downtown Business Improvement District is designed to assist in the revitalization of the city's downtown and adjoining commercial district by providing enhanced municipal services via a commercial property surtax. The district is created pursuant to chapter 15, title 22, Delaware Code (22 Del. C. § 1501 et seq.) (hereafter, the "enabling legislation").

Section 2. - Establishment.

The mayor and council hereby create a business improvement district to be known as the "Dover Downtown Business Improvement District" ("DDBID"), which district shall be bounded, governed and administered in accordance with this appendix D.

Section 3. - Geographic boundaries.

The geographic boundaries of the DDBID shall not exceed the boundaries of the downtown redevelopment target area as defined in Appendix C—Downtown Redevelopment.

(Ord. of 4-10-2006(4); Ord. No. 2014-14, 6-9-2014)

Section 4. - Duration of DDBID.

The city council shall have the right to dissolve the DDBID or change the designation of the management company at any time.

(Ord. No. 2014-14, 6-9-2014)

Section 5. - Management company.

(a) *Authorized.* The DDBID shall be governed by the Downtown Dover Partnership, a management company specifically authorized by this ordinance and organized under the not-for-profit corporation provisions of the Delaware General Corporation Law (8 Del. C. § 101 et seq.).

(b) *Certification of incorporation.* The city solicitor, as incorporator of the company, shall prepare and cause, or amend, the certificate of incorporation to be filed with the secretary of

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State of Delaware, which certificate shall include those requirements set forth in 22 Del. C. § 1504, as amended.

(c) *Membership of company and board of directors.* The management company shall be a corporation comprised of not less than five members or directors respectively who either own a commercial property within the district, or are the designee of such owner.

(d) *Company reports.* The management company shall file with the finance department and with the city clerk a monthly financial report and shall also provide an operating report monthly. The City of Dover shall annually review the performance of the management company and shall prepare for public inspection a report which certifies that the management company is in compliance with its enabling ordinance, its certificate of incorporation and bylaws, and the provisions of this appendix and 22 Del. C. ch. 15 (22 Del. C. § 1501 et seq.); the management company is fiscally sound; and the management company has not discriminated against any person based upon race, sex, national origin, religion, age or disability.

(Ord. No. 2014-14, 6-9-2014)

Section 6. - Services.

Except as limited by the enabling legislation, the DDBID may use proceeds of the special assessments to provide for the following services, directly or by contract: promotional events, business training and education; streetscape and store design services and assistance; marketing and advertising; economic development; market analysis and planning studies; security services; sidewalk sanitation; [and] downtown signage and lighting.

Section 7. - Assessment base.

The assessment base through which the annual budget of the DDBID shall be funded shall be the real property assessment value as established by city property tax records for the qualified property in the assessment zone.

Section 8. - Properties exempt from assessment.

(a) All exclusively residential properties having not more than four rental units shall be exempt from assessment.

(b) All properties which are (i) exempt from the city's real property tax and (ii) owned by either churches or the federal, state or local government shall be exempt from assessment.

(c) All assessment appeals shall be taken directly to the management company.

Section 9. - Method of assessment.

(a) The management company shall assess each assessable property within the district by multiplying the total service and improvement cost as reflected in the adopted budget for each year (less any allocated surplus or estimated revenue from other sources) by the ratio of the amount of such assessable property's assessment base to the total amount of the assessment base for all assessable properties in the district or, if the district is divided into assessment zones, in the respective assessment zone, provided that, in all cases, the assessment base shall be the one designated in the enabling legislation and this appendix by the city to fund the

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district; and provided, further, that notwithstanding the above, the management company shall have the power to impose an assessment of a minimum amount.

(b) The management company shall by resolution authorize the payment of such assessments annually.

(c) All assessments imposed by the management company shall constitute a lien on each property so assessed, the nonpayment of which shall be collectible in the same manner as the collection of a property tax delinquency by the city in which the district lies. No action taken to enforce a claim by the management company for the annual payment shall affect the status of any subsequent installment of the same or the next assessment, each of which shall constitute a lien upon the property.

(d) Each year the city assessor shall provide the management company with a list of the assessed values of all properties located within the DDBID which are subject to assessment hereunder, as well as the:

(i) Name and address of the owner(s) of each such property; and

(ii) The address and parcel number of each such property.

(e) There shall be three assessment zones in the district as set forth in the attached map. Zones 1, 2 and 3 shall provide 50 percent, 40 percent and ten percent of the budget assessment.

(f) The annual budget and assessment zones shall be established by the management company and submitted to [the] city council for approval on or before the first council meeting in May each year. The budget shall be based on services and improvements authorized by this ordinance and shall be approved by [the] council on or before the second meeting in June. Once the budget is approved by [the] city council, the city assessor shall supply to the management company the necessary information to determine the assessments and assessment rate. The assessment rate shall be approved and accepted by [the] council on or before the second meeting in June each year. The billing and assessment year shall run from July 1 to June 30. Assessment notices shall be mailed on or before the tenth working day of July each year. Assessments not paid by August 1 shall bear a penalty of 1½ percent per month.

(Ord. of 4-10-2006(5))

Section 10. - Limitations on authority.

The management company shall have all of the powers and authorities described and listed in 22 Del. C. § 1504(b), as amended; provided, however, that it shall be prohibited from incurring capital debt and owning real property with funds acquired through the DDBID revenues.

ADOPTED: *

SYNOPSIS

The amendment eliminates the Downtown Dover Business Improvement District and associated tax.
(SPONSORS: COMMITTEE OF THE WHOLE/LEGISLATIVE, FINANCE, AND ADMINISTRATION COMMITTEE)

Actions History:
09/10/19 – Scheduled for Introduction – CCW/Legislative, Finance, and Administration Committee

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meeting
07/23/19 – Deferred by Committee – CCW/Legislative, Finance, and Administration Committee meeting

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COMMITTEE ACTION FORM

PROCEEDING: Council Committee of the Whole - Legislative, Finance & Administration Committee
DEPARTMENT OF ORIGIN: City Manager's Office **DATE SUBMITTED**: August 30, 2019
PREPARED BY: Matt Harline, Assistant City Manager and Patricia Marney, Customer Service Director
SUBJECT: Evaluation of Requests for Proposals – Collection Agency Services
REFERENCE: N/A
RELATED PROJECT: N/A
REVIEWED BY: Donna Mitchell, City Manager &, Lori Peddicord Controller
EXHIBITS: Exhibit A – Staff Evaluation Matrix; Exhibit B – Draft Agreement
EXPENDITURE REQUIRED: None. Collection Agency reimburses the City **AMOUNT BUDGETED**: N/A **FUNDING SOURCE (Dept./Page in CIP & Budget)**:
TIME TIMETABLE: The current contract expires this month - ASAP
RECOMMENDED ACTION: Staff has identified of IC System of St. Paul, MN as the best proposal. Therefore, Staff recommends that the ***Committee make a motion accepting the Staff recommendation IC System of St. Paul, MN for Collection Services and that the City Council subsequently authorize the City Manager of Dover, Delaware to negotiate and sign a final agreement with IC System of St. Paul, MN for Collection Services.*** Fees are based on a percentage of revenue collected.

BACKGROUND AND ANALYSIS

COLLECTION OF DELINQUENT ACCOUNTS: City staff goes through an extensive process to collect utility bills, tax bills and other bills due to the City, but ultimately some accounts remain unpaid and are written off as bad debt. A brief description is listed below.

Once utility accounts are "finalled" customer are given 15 days to pay their final balance. After the balance remains unpaid a first notice of delinquency is mailed allotting an additional 15 days. If the balance remains unpaid a final notice of delinquency is sent to the customer. During this time phone calls and emails are also placed to the customer. After a total of 45 days has passed, our Collections Specialist will then evaluate the accounts ability to be either referred to a third-party agency; have a lien filed against the property; and /or written off. The City of Dover does write off balances below $10.00. Accounts that are related to vacant building penalties, grass cutting abatement charges, demolitions, and taxes are considered eligible for filing a lien against the property. Accounts are researched manually to determine if the customer is deceased, in bankruptcy, or has a new forwarding address. Additionally, accounts are reviewed to determine if a responsible party is listed on the account. Please refer to the City of Dover Code for Clean Hands and the Municipal Lien Docket for additional information.

A similar process exists for miscellaneous receivable accounts. Phone calls, statements, letters, and emails are placed to the customer prior to referral. Follow up phone calls are not typically made for collections of Police Fines.

Both utility and miscellaneous receivable customers are offered the ability to make payment arrangements for charges prior to referral.

PREVIOUS CONTRACT: At the meeting of June 14, 2016, the Legislative and Finance Committee authorized the City Manager to negotiate and sign and agreement for Collection services with SIMM Associates, Inc. (SIMM) of Newark Delaware to provide collection services for delinquent utility, property tax and other bills due to the City of Dover. It was the Staff's recommendation to contract with SIMM as they had the best proposal in response to the Request for Proposals (RFP) and were a local to the State of Delaware. The agreement was signed on August 8, 2016 for a period of three years with automatic renewal barring a desire by one party to terminate the agreement. The agreement with SIMM allowed them to charge the amount of the debt plus 20% for primary placements and 35% for secondary placements. SIMM kept the added amount. SIMM recovered about 2% of the outstanding accounts by number and 2% of the debt by the amount owed. The City believed that a better result could be obtained and notified SIMM that we intended to send out a new RFP.

2019 REQUEST FOR PROPOSALS: A new RFP was developed and issued with proper advertisement in the Delaware State News on June 5 and 12, 2019 and on the City website. The RFP package was emailed out to the nine (9) vendors provided and received intent to submit notices from eight (8) companies. Questions about the RFP were submitted by seven (7) companies and four (4) actual proposals were submitted. We opened the proposals on Wednesday, July 10th. A committee consisting of City Assessor, Cheryl Bundek, Customer Service Director, Patricia Marney, Records Unit Supervisor, Jessica Hand (Dover PD), Billing Supervisor, Heather Mounts and Assistant City Manager Matt Harline met on July 30th to review the proposals and the scoring criteria. At this meeting additional questions were raised, and we advanced three of the four companies for further evaluation. One firm was eliminated from consideration at this preliminary meeting (see chart below).

On August 12th the committee met again to review the bids and, after additional information had been obtained, only one firm met the all primary criteria and therefore IC System was unanimously recommended. IC System was the only firm that was licensed and able to actively collect in all fifty US States "and some US territories." IC Systems is also registered with Utility Supplier Diversity Program of the California Public Utilities Commission as Women Business Enterprise. Reference calls were conducted for three firms and all feedback was positive, but particularly for IC System.

The City of Dover has over $1,000,000 in outstanding debts from old utility bills. In FY2019 the Council wrote off $590,342.00 for utilities and miscellaneous receivables and an additional $800,000 will likely be presented to Council this year which will clear out a back log going back almost a decade. Some of these debts may be recaptured under this contract, but mainly the Collection Agency chosen in this process will be asked to address the approximately $150,000 or more that could potentially be written off annually this year and in future years. The firm selected will be asked to pursue accounts that have already been through the rigorous process by the City staff described above. Moreover, the firm selected is bound by Federal and State laws that regulate the times and techniques that can be used to collect debt to avoid harassment of debtors.

Based on answers to 40 questions, a summary of their company, and reference checks the committee was able to reach a unanimous decision without reservation.

A summary of the proposals is found in Exhibit A

Exhibit A - Staff Evaluation Matrix

Company Name	Location	States served	Financial information	Revenues	References	Additional Comments
Creditech Collection Solutions	Bangor, PA	Licensed in 6, "access to all". Possibly via parent co. of H.A. Berkheimer	Minimal.	18% added on.	Very Good – Did not include phone numbers or email addresses.	Limited access to automated portal. Required 22 follow up questions.
FCR Collection Systems	Foothill Ranch, CA	45. Not AK, HI, MA, ND & WY	Yes. Independent Fin. Stmt.	17% first placements 22% - 2nd 30% - 3rd	Good. Known as FedChex by customers. One said it took a while to mesh.	Good proposal. Pages not numbered – minor things. Required 8 follow up questions.
IC System	St. Paul, MN	All 50 +	Yes.	18% added on.	Very good. References included Minneapolis, MN Smithville, MO, Tulare, CA and Middletown Family Dentistry	Most complete and detailed proposal and gave demo of automated system. Women Business Enterprise in CA.
TaxServ Capital Services	McLean, VA	25	Yes.	Up to 15% of amount collected.	Did not call	Eliminated in preliminary round – only in 25 states.

Exhibit B – Draft Agreement

COLLECTION SERVICES AGREEMENT

This Collection Services Agreement ("Agreement") is entered into as of the last date signed below ("Effective Date"), by and between The City of Dover, a Municipal Corporation of the State of Dover ("City"), and I.C. System, Inc., a Minnesota corporation ("ICS").

RECITALS

A. City provides utilities, and other standard municipal services, and collect fees and taxes to support those operations.

B. ICS provides services to collect past due accounts.

C. The parties wish to enter into an agreement whereby City will purchase collection services from ICS pursuant to the terms and conditions herein.

AGREEMENT

A. Obligations of ICS.

1. Collection Services. ICS will accept for collection valid past due accounts from City. Such collections will be conducted in a manner that is consistent with applicable federal, state and local laws and regulations.

2. Contact Personnel. ICS will provide City with the name(s) of the ICS employee(s) who will act as a liaison to City with respect to ICS's performance under this Agreement ("Contact Personnel"). ICS may change Contact Personnel upon prior written notification to City.

3. Settlement of Accounts. ICS will not settle accounts without the involvement of City except that City may establish standard settlement policies/protocols which ICS may implement without further involvement from City provided that such policies/protocols are exactly applied.

4. Authorization to Retain Legal Counsel. ~~City shall directly contract with any attorney or law firm utilized by it to collect debt from its consumers. City does not authorize or otherwise delegate to ICS the selection or retention of any third-party debt collection attorney or law firm to institute legal proceedings on City's behalf or in its name. City reserves the right to select the legal counsel with whom ICS must work and to terminate such legal counsel for no reason, or for any reason, including but not limited to City's belief that such attorney has acted in a manner that is inconsistent with its mission; and provided further that ICS must obtain prior written approval from the appropriate City representative before instituting any and all legal proceedings, including but not limited to garnishments.~~ **The City Solicitor and the Deputy City Solicitor shall be used as Legal Counsel for the City or outside legal counsel if needed and selected by them.**

5. Reporting to City. ICS agrees to provide City with reports including, but not limited to, those which reflect the following information:

   a. acknowledgement of accounts placed for collection;

   b. date, time, and purpose of all communications to or from consumers;

c. monthly remittance statements showing all payments made to ICS and City by persons whose accounts were referred by City to ICS for collection hereunder;

d. accounts which were placed with ICS but subsequently cancelled by City;

e. accounts which were placed with ICS and closed by ICS either at ICS's recommendation or at the request of City;

f. an account master list (typically prepared quarterly or as requested by City)

g. production analysis;

h. consumer fact sheets listing detailed consumer contacts as requested by City; and

i. any other reports which City may reasonably request.

7. Information to Consumers.

a. Request for City Contact Information. If a City consumer asks an ICS employee for City contact information, the ICS employee shall provide the consumer with City's toll-free number and address for billing disputes.

8. Referral to Consumer Credit Agencies. ICS may report any consumers to consumer credit agencies as a result of a consumer's failure to pay past due amounts owed to City

9. Conduct. ICS employees shall conduct collection activities on behalf of City in a professional manner, and under no circumstances may such employees use abusive, harassing, oppressive, false, deceptive or misleading language or collection procedures when attempting to collect an account on behalf of City.

10. Confidentiality.

a. *General*. During the term of this Agreement, a Party ("Disclosing Party") may furnish to the other Party ("Receiving Party") information which is not publicly available information and which Disclosing Party considers to be confidential and proprietary ("Confidential Information"). Receiving Party will not disclose or use such Confidential Information other than to carry out its obligations under this Agreement. In addition, during the course of performance under this Agreement, Receiving Party may also have access to or become acquainted with other Confidential Information relating to Disclosing Party's business such as fee schedule information, general business strategies, proprietary software, and so forth. Receiving Party acknowledges and understands the importance to Disclosing Party of maintaining such information and agrees never to use or disclose such information except as necessary to carry out its obligations under this Agreement. Upon termination of this Agreement, Receiving Party agrees to immediately return to Disclosing Party all copies of data, records or other tangible documents which contain, embody or disclose, in whole or in part, any confidential consumer information or any other Confidential Information.

b. *Survival*. The confidentiality terms set forth in this section A.10 shall survive the termination of this Agreement.

c. *Specific Indemnification*. Receiving Party specifically agrees to indemnify and hold harmless Disclosing Party for any direct, incidental or consequential damage which may be caused to Disclosing Party and/or to any third parties due to Receiving Party's breach of the confidentiality provisions set forth in this section A.10. The provisions of this section A.10.c supersede the language found in section C.3 below.

11. Representations, Warranties, and Insurance.

a. *Warranties*. ICS represents and warrants that (a) it has all right, power, and authority to enter into and perform its obligations under this Agreement, and (b) it is licensed, bonded and insured according to the requirements of the State of Minnesota. ICS represents and warrants that it, its agents and employees will at all times comply in all respects with all applicable federal, state and local laws, including but not limited to the requirements of the Fair Debt Collection Practices Act. ICS further represents and warrants that it, its agents and employees will also comply in all respects with the terms of this Agreement and policies and protocols which City may reasonably establish for ICS's collection of accounts hereunder.

b. *Insurance*. ICS shall maintain **a minimum of $1,000,000 of** general liability, **and** professional liability **insurance** and statutory bonding insurance as is required for ICS to conduct business and/or as may be required by federal or state law. **ICS shall provide the City of Dover with a Certificate of Insurance for general and professional insurance naming the City of Dover as an additional insured.**

c. *Proof*. Within ten (10) days of a request, ICS shall provide City with proof of licensure, bonding and/or insurance coverage.

d. *Corporate Compliance*. ICS has in place a Code of Conduct ("Code"), the goal of which is to ensure that all federal, state, and local laws and regulations are followed. It includes a commitment to uphold a high standard of ethical and legal business practices and to prevent misconduct. Through the implementation of this Agreement, ICS acknowledges its commitment to corporate compliance and agrees to conduct all transactions which occur pursuant to this Agreement in accordance with the Code. Any material violations of the Code will be considered a material breach of this Agreement.

12. Remittance. ICS shall remit collections, net of commissions owed by City, by the tenth (10^{th}) day of the following month.

13. Maintenance of Account Information. Upon termination of this Agreement, or pursuant to a mutually agreeable schedule established by City and ICS, ICS will, at its sole discretion, retain all account information provided by City pursuant to the terms of this Agreement, the BAA, and Minnesota Statute § 332.42, will return all account information to City, or will destroy all account information.

B. Obligations of City.

1. Account Referral. By referring an account to ICS for collection, City warrants that to the best of its knowledge, the account accurately identifies the amount in default and to the extent that interest is sought, that City is entitled to such interest by contract and/or by law. If City knows that the debtor disputes the account, is represented by an attorney, or has filed bankruptcy, City shall notify ICS at the time of referral of the account, or promptly upon receipt of that information if the account was previously referred.

2. Cooperation. City shall cooperate with ICS as may be required for ICS to fulfill its obligations hereunder.

3. Commissions. City shall be obligated to ICS for the commission rates set forth in **Exhibit A**. To the extent permitted by applicable federal, state, and local laws and regulations, ICS shall collect its commissions from the applicable debtor in addition to the amounts due to City. Such commissions shall be retained by ICS out of collections. See section A.12 above.

4. Collection Fees and Interest. City represents and warrants it has signed agreements from every consumer that permit the addition of collection fees or interest charges to the principal amount of the debt. City warrants that the amounts of collection fees and interest added to consumer accounts placed with ICS for collection are consistent with the terms of its consumer contracts.

5. Reporting and Billing Disputes. City shall have sixty (60) days from the date it receives a monthly remittance statement to object to any information contained in that statement. If City does not notify Agency of an objection within such sixty (60) day period, City shall be deemed to have accepted and agreed to the information in that statement and shall waive its right to dispute or object to that monthly remittance statement, except in the case of any fraud on the part of Agency.

6. Reporting to ICS. City agrees to provide ICS with reports including, but not limited to, those which reflect the following information:

   a. amounts received by City on accounts actively placed with ICS; and
   b. amounts received by City within 30 days of termination of this Agreement.

C. General.

1. Relationship. The parties to this Agreement are at all times performing as independent contractors. Nothing in this Agreement shall constitute or be construed as the creation of an employment relationship, partnership, or joint venture between City and ICS or any of their agents or employees. ICS shall comply with all local, state and federal laws and ordinances applicable to it as an employer, including without limitation requirements for payment of wages, verification of employment eligibility pursuant to United States immigration laws, fair labor standards, workers' compensation, and laws requiring equal employment opportunity and prohibiting discrimination in employment.

2. Term and Termination. This Agreement shall continue in effect for ~~one year~~ **three years** from the Effective Date (the "Term"). At the end of the Term, **this Agreement shall automatically renew unless either party provides thirty (30) days written notice prior to the last day of the term of its desire to terminate this Agreement.** Either party may terminate this Agreement at any time by providing the other party with sixty (60) days' prior written notice. Additionally, this Agreement may be terminated upon the bankruptcy or dissolution of either party. Notwithstanding anything to the contrary contained herein, City may immediately terminate this Agreement upon Receiving Party's breach of its confidentiality obligations as set forth in the Nondisclosure Agreement and as described in section 10 herein. Upon termination by either party, ICS shall be entitled to commissions set forth in B.3 on all monies collected by ICS within 30 days following the effective date of the termination for accounts referred to ICS for regular collection.

3. Indemnification. Each party shall protect, indemnify and hold harmless the other party, its

officers and employees from all claims, suits, actions, attorney's fees, costs, expenses, damages, judgments or decrees arising from any breach by the indemnifying party of its representations, warranties, or obligations under this Agreement.

4. Use of Name. Neither party shall use the name of the other party in any promotional or advertising material unless both parties have provided prior express written consent.

5. Notices. All notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, by certified mail or via recognized overnight courier service, to the other party at its address set forth below, or to such other address as such party may designate by notice pursuant to this section. Notice shall be effective when received if delivered by hand, or on the date shown on the return receipt, if by certified mail or courier service.

   If to City: **Donna Mitchell, City Manager**
   City of Dover
   P. O. Box 475
   Dover, DE 19903

   If to ICS: I.C. System, Inc.
   Attn: Chief Executive Officer
   444 Highway 96 East
   St. Paul, MN 55127

6. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of ~~Minnesota~~**Delaware**, without giving effect to the conflict of laws principles thereof.

7. No Assignment. Neither party may assign this Agreement without the prior written consent of the other.

8. No Subcontracting or Delegation. Neither party may subcontract or delegate its contractual duties to another party without the express written consent of the other party.

9. Amendment; Consent to Amendment. No amendment to this Agreement or any exhibit shall be effective unless in writing and signed by both parties. The parties agree to amend this Agreement as necessary to comply with any changes in applicable laws and regulations.

10. Entire Agreement. This Agreement constitutes the entire contract between the parties with respect to collections of City accounts, and supersedes any and all prior agreements between the parties. It may be executed in any number of counterparts, each of which will be deemed to be the original.

11. No Waiver. The waiver by either party of a breach of any provision of this Agreement will not be deemed a waiver of any subsequent breach of the same or a different provision.

12. Severability. If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, that provision shall be fully severable. The remaining provisions shall remain in effect, and this Agreement shall be construed and enforced as if the illegal, invalid or unenforceable provision had never been a part of this Agreement.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement on their behalf effective as of the last date written below.

CITY	**I.C. SYSTEM, INC.**
By _____	By _____
Print name _____	Print name _____
Title _____	Title _____
Date _____	Date _____

EXHIBIT A
Commission Schedule

- NUMBER and 00/100 Percent (__.00%) of all monies collected by ICS for primary accounts referred to ICS for regular collection
- ICS shall absorb any credit card processing fees
- No commission for accounts erroneously placed by City, i.e., those accounts which fail to meet placement criteria and are promptly recalled by City

EXHIBIT B
Scope of Work

The scope of services provided by ICS to City, and obligations of City to ICS, shall include the following:

- ICS will provide consumers access to their payment portal so they can make payments on-line.
- City will be placing accounts with an average age of _____ from the date of service.
- City will place accounts with ICS for a duration of _____ days from placement hereafter known as Program Duration.
- ICS will work accounts in a third party position on behalf of City.
- City will place true and accurate qualifying accounts weekly with ICS.
- Upon placement of accounts ICS will perform the following:
    - Address Verification/update scrub
    - Bankruptcy scrub
    - Deceased scrub

    - Cell Phone scrub
    - Ownership of Cell Phone scrub
- ICS will perform on-going monitoring of bankruptcy and deceased notifications
- If Credit Reporting is authorized by City ICS will report balances above $50
- ICS will scrub phone numbers daily for identification of cell phones
- ICS will make phone calls for the Program Duration.
- ICS will make phone attempts on cell phones in a TCPA compliant manner.
- ICS will identify any insurance not billed confirming eligibility to be billed on the City's system.
- Payments will be made to ICS lockbox trust accounts and forwarded to City after month end minus fees as identified in the Fee Schedule below.
- City will send an update file of payments received on a weekly basis for posting to accounts.
- Accounts completing the Program Duration that are not on a payment plan will be returned to the City.
- City shall have authority to settle accounts for xx.xx% of the balance.

SOW Modifications. A modification of any term of the SOW shall require a mutually executed separate contract addendum.

Implementation Process. The following implementation process will be followed to initiate performance under this SOW:

- Master Agreement Execution
- Statement of Work finalization and execution
- Project Implementation Analyst & Account Manager assigned
- Initial Kick off Schedule
    - Placement File Specs determined
    - Payment file specs determine
    - Mapping of transaction codes in payment file
    - FTP Protocols established
- Initial Test file placed by City for programming & testing
- Non-file reports, City specific procedures and policies established
- Financial Process Setup for ICS fee payments
- Final Review & sign off
- Go Live into production
- Post implementation audit checks to confirm programming execution
- On-going CQ monitoring to ensure process is working properly

Implementation Acceptance Criteria. ICS and City will mutually agree to the project implementation criteria through acknowledgement either in writing or via other communication like e-mail.

ACTION FORM

PROCEEDING: Council Committee of the Whole (Utility)
DEPARTMENT OF ORIGIN: Public Works **DATE SUBMITTED**: 08/16/2019
PREPARED BY: Sharon J. Duca, P.E., Public Works Director
SUBJECT: Evaluation of Bids – FY 19 Street and Alley Program
REFERENCE: n/a
RELATED PROJECT: n/a
REVIEWED BY: City Manager, Controller
EXHIBITS: Aerial Maps
EXPENDITURE REQUIRED: $483,294 **AMOUNT BUDGETED**: $483,294 **FUNDING SOURCE (Dept./Page in CIP & Budget)**: Community Transportation Funds - $483,294, CT1935 and CT1976, Account No.: 203-12-99-99-000-54031
TIMETABLE: Notice to Proceed to be issued within 60 days of Council approval. Project anticipated to be completed in 90 calendar days from Notice to Proceed issuance, weather permitting.
STAFF RECOMMENDATION: Award a unit price contract, based upon Bid #19-0024PW for the FY 19 Street & Alley Program to Grassbusters Landscaping, Inc. based on the Prevailing Wage unit prices for each work item submitted. The estimated value of the contract is $483,294. Work will be performed in strict accordance to the Bid Specifications.

BACKGROUND AND ANALYSIS

In concurrence with State Legislators' requests, this project is proposed to rehabilitate various pavement and concrete sections throughout the City of Dover. The total length of scheduled street repaving is approximately 4,805 linear feet, or 0.91 miles. Along with repaving, this project includes the following: install 9 inlet protections, remove and replace approximately 830 linear feet of Type II Suburban Curb, remove and replace approximately 540 linear feet of Type III Curb and Gutter, remove and replace approximately 4,264 square feet of 6" driveway apron, remove and replace approximately 5,687 square feet of 4" concrete flatwork, remove and replace approximately 75 linear feet of valley gutter, installation of 120 square feet of detectible truncated domes, and installation of 200 cubic yards of graded aggregate. Contractors will also prepare approximately 16,388 square yards of subgrade for resurfacing or paving, including any cleaning, sweeping, root mat removal, manhole and valve lid adjustment, and roto-milling of 32,776 square yard-inch of bituminous pavement. Contractors will overlay approximately 1,874 tons of type "C" hot mix. Other items included in this project includes 102 linear feet of double yellow solid striping, 62 linear feet of single white solid striping, 2 painted arrows, 143 linear feet of stop bars, 25 crosswalk bars, and 2 traffic signal loops.

The following locations were included in the proposed scope of work to be completed under the FY 19 Street & Alley Program:

STREET NAME / EXHIBIT TITLE
CHERRY STREET
MAPLE PARKWAY
PAUL STREET
SIMON CIRCLE
WESTON DRIVE

Bids were opened on Tuesday, July 9, 2019. Two (2) contractors submitted unit price bids for the proposed work to be performed. Based on the proposed quantities, the estimated contract values are as follows:

CONTRACTOR	LOCATION	BASE BID	EVALUATED PRICE
GRASSBUSTERS LANDSCAPING, INC.	**NEWARK, DE**	**$483,294**	**$483,294**
GEORGE & LYNCH, INC.	DOVER, DE	$710,513.80	$689,198.39*

**- George & Lynch, Inc., was awarded a 3% reduction, due to local vendor preference*

City staff reviewed the submissions and found that the Grassbusters Landscaping, Inc. bid met all requirements for the qualifications of the project. The staff recommends awarding the contract to Grassbusters Landscaping, Inc. in the amount of $483,294 for the FY 19 Street & Alley Program.



City of Dover

FY-2019 STREET AND ALLEY PROGRAM

CHERRY STREET

DEPARTMENT OF PUBLIC WORKS

DRAWN:	RLL	DATE:	05/14/19
CKD:	---	SCALE:	NTS
APRVD:	---	DWG. NO:	FY19-01



City of Dover

FY-2019 STREET AND ALLEY PROGRAM

MAPLE PARKWAY

DEPARTMENT OF PUBLIC WORKS

DRAWN:	RLL	DATE:	05/14/19
CKD:	---	SCALE:	NTS
APRVD:	---	DWG. NO:	FY19-02



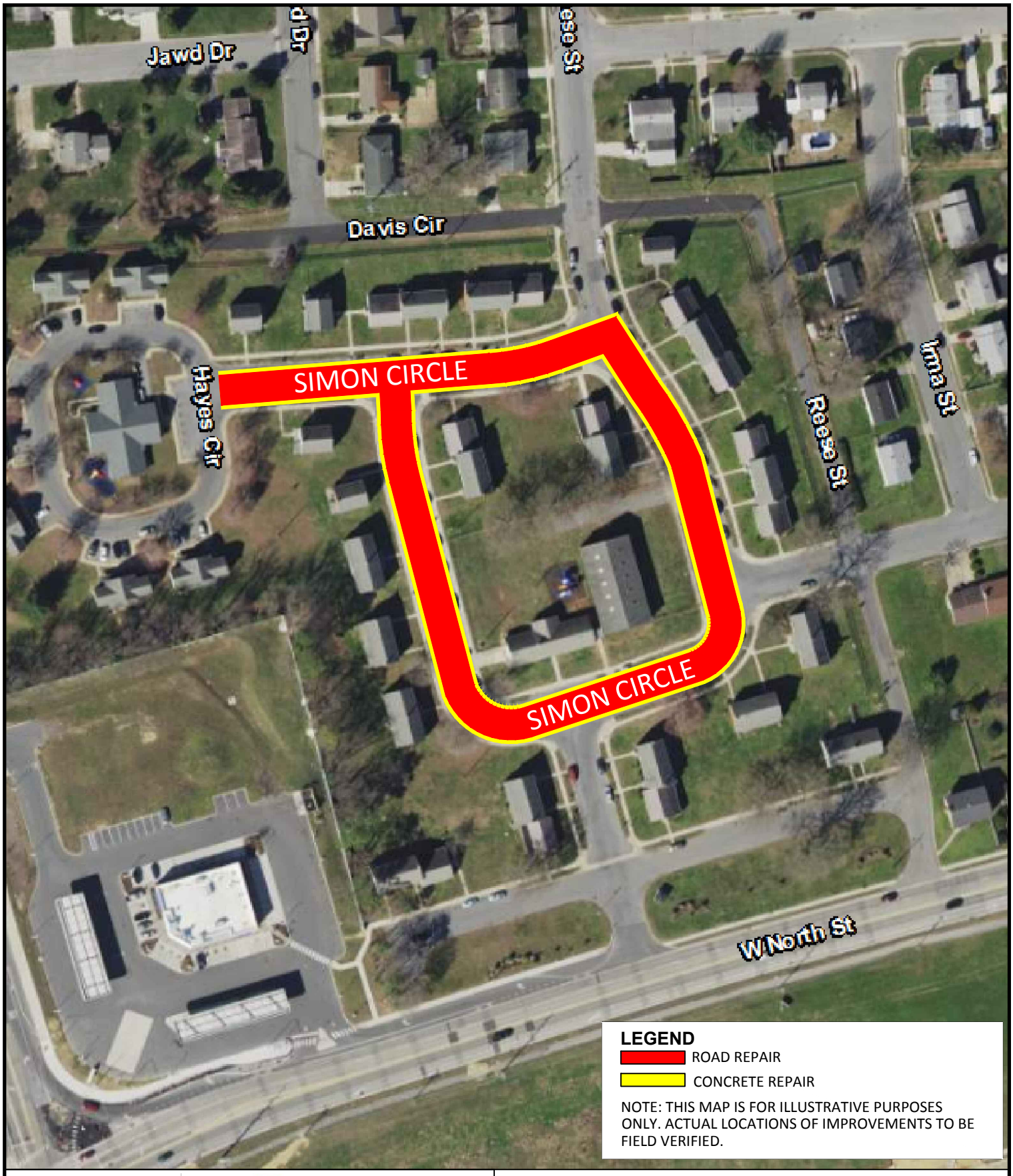
City of Dover

FY-2019 STREET AND ALLEY PROGRAM

PAUL STREET

DEPARTMENT OF PUBLIC WORKS

DRAWN:	RLL	DATE:	05/14/19
CKD:	---	SCALE:	NTS
APRVD:	---	DWG. NO:	FY19-03



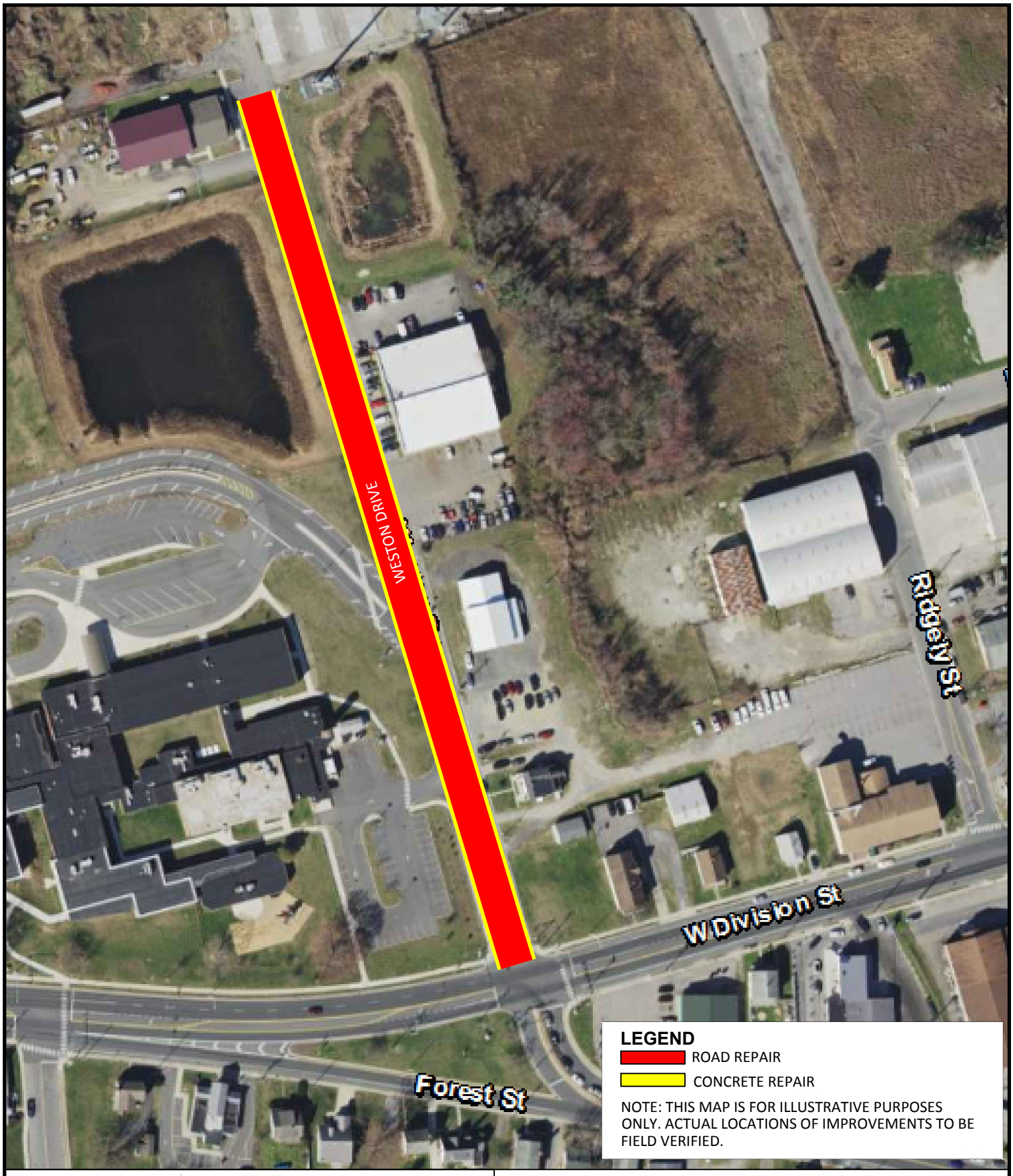
City of Dover

FY-2019 STREET AND ALLEY PROGRAM

SIMON CIRCLE

DEPARTMENT OF PUBLIC WORKS

DRAWN:	RLL	DATE:	05/14/19
CKD:	---	SCALE:	NTS
APRVD:	---	DWG. NO:	FY19-04



City of Dover

FY-2019 STREET AND ALLEY PROGRAM

WESTON DRIVE

DEPARTMENT OF PUBLIC WORKS

DRAWN:	RLL	DATE:	05/14/19
CKD:	---	SCALE:	NTS
APRVD:	---	DWG. NO:	FY19-05

ACTION FORM

PROCEEDING: Council Committee of the Whole	**AGENDA ITEM NO.:**
DEPARTMENT OF ORIGIN: Police	**DATE SUBMITTED:** 8/21/18
PREPARED BY: Captain Dave Spicer / Administrative Division Commander	
SUBJECT: FY19 Edward Byrne Justice Assistance Grant Program – Joint Grant with Smyrna Police Department & Kent County	
REFERENCE: Annual Recurring Grant Funding	
RELATED PROJECT: N/A	
APPROVALS: City Manager, Controller/Treasurer	
EXHIBITS: None	
EXPENDITURE REQUIRED: $60,528	**PROJECT BUDGET:** $60,000
FUNDING SOURCE (Dept./Page in CIP & Budget): USDOJ Grant (Fund 207)	
TIMETABLE: The grant should be awarded in November or December. Once received and accepted, the items will be ordered.	
RECOMMENDED ACTION: Approve the grant project as requested.	

BACKGROUND

The Dover Police Department recently received its annual allocation from the Office of Justice Programs (OJP) for the 2019 Justice Assistance Grant (JAG). Similar to previous years, Dover Police Department was identified as a disparate funding agency along with Smyrna Police Department and Kent County. This disparate condition requires the submission of a joint grant application for the three agencies.

No funds were designated for Kent County because they are not eligible for an award from this program since there are no criminal justice services provided at the county level. These services are either provided by the municipal police departments or by the State. A Memorandum of Understanding was completed and signed by all three agencies and states that Kent County is not eligible for funding on the grant. The Dover Police Department will serve as the fiscal and administrative agent for the grant. The following table shows the breakout for the grant funds:

Department	Amount
Dover Police Department – in-car camera/computer systems interview room system upgrade	$49,507
Smyrna Police Department – Mental Health Partnership Program	11,021
Grand Total	$60,528

ACTION REQUESTED

The Council Committee of the Whole approve the application for this grant and the purchases identified.

Department Grant Application Analysis Form
For Use in Evaluating Grant Opportunities

General Information

Department: Police Staff Contact: Capt Spicer

Grant/Project Title: FY19 Byrne Memorial Justice Assistance Grant (JAG)

Brief Grant/Project Description: Recurring formula based Federal grant program which provides funding for various Law Enforcement programs. This grant is a joint grant with Smyrna Police Department and Kent County. The disparity of funding between the entities exists because there are no criminal justice services (prosecution, incarceration, law enforcement, etc.) provided at the county level, so the county is not eligible for a direct award under this program.

Application Information

Due Date: 8/23/18

New ☐

Recurring ☒

Related Grants: Previous years' grants

Anticipated Award Date: 11/1/19

Anticipated Notification Date: 11/1/19

Start Date: 10/1/18

End Date: 9/31/21

Award Amount: $60,528.00

Cash ☐ Reimbursement ☒

Approx. reimbursement turn-a-around time 1-2 weeks

Council Approval Needed: Yes ☒ No ☐

(Council approval is needed for grant projects > $25,000, when match amounts equal or exceed $25,000, or when expressly required by the granting authority.)

Which apply?

Match amount ☐

Project shortage ☐

Other grant requirement ☒

Grant/Project Costs

Budget Category	Award Amt	Match Amt	Match Source
Contractual			
Equipment/Supplies	$49,507.00	$0.00	Not Applicable
Indirect Cost (ie, vehicle repairs, mileage, IT, telephone)			
Personnel			
Additional Personnel/Over-time (ie, support costs, administrative salaries)			
Travel/Training			
Contract Services	11,021.00	0.00	Not Applicable
Other (ie, informant/buy money)			
Total	$60,528.00	$ 0.00	

GRAND TOTAL $60,528.00 **Award + Match**

Department Grant Application Analysis Form
For Use in Evaluating Grant Opportunities

Other Information

1. Are any of this project's costs included in the City budget?
   Yes, currently the Dover Police Department has $45,000 programmed in its computer budget for the replacement of mobile computers in the vehicles. These funds will be combined with the grant funds to purchase additional systems.

2. Are there any long-term costs or commitments?
   Maintenance costs for the systems will be picked up by the Dover Police Department budget after the end of the five year warranty period.

3. How will this program/project be funded after the grant expires?
   Not Applicable.

4. What is the maximum amount of funds available from this funding source?
   The amounts shown on the preceding table are the maximum amounts available.

5. If the Department receives only a portion of the amount requested, how will the project be funded?
   The funds are explicitly authorized for Dover PD's and Smyrna PD's use, so the full amount will be available.

6. Are there other departments in the City eligible for this funding?
   No.

7. Are other departments in the City willing to collaborate on this project?
   Not Applicable.

8. Will this project duplicate or compete with other services or programs provided by the City or other local agency?
   No.