COUNCIL COMMITTEE OF THE WHOLE
AGENDA

OCTOBER 29, 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.

SAFETY ADVISORY AND TRANSPORTATION COMMITTEE

ADOPTION OF AGENDA

1. **SIX MONTH REVIEW OF ST. FRANCIS AS THE CITY'S EMERGENCY MEDICAL SERVICES (EMS) PROVIDER**
   (COMMITTEE ACTION NOT REQUIRED)

2. **ADJOURNMENT OF SAFETY ADVISORY AND TRANSPORTATION COMMITTEE MEETING**

UTILITY COMMITTEE

ADOPTION OF AGENDA

1. **WAIVER FOR ANNEXATION REQUIREMENT 1140-1290 SOUTH BAY ROAD - WATER SERVICE REQUEST**
   (STAFF RECOMMENDATION: WAIVING THE ANNEXATION REQUIREMENT OF 1140-1290 SOUTH BAY ROAD IN ORDER TO RECEIVE WATER SERVICE FROM THE CITY OF DOVER)

2. **WATER / WASTEWATER RATE STUDY RESULTS AND RECOMMENDATIONS**
   (STAFF RECOMMENDATION: AUTHORIZING THE CITY MANAGER TO BRING FORWARD THE REVISED RATES TO CITY COUNCIL FOR APPROVAL IN JANUARY 2020)

3. **ADJOURNMENT OF UTILITY COMMITTEE MEETING**

LEGISLATIVE, FINANCE, AND ADMINISTRATION COMMITTEE

ADOPTION OF AGENDA

1. **AUTHORIZATION TO PURCHASE - REPLACEMENT OF 1997 PIERCE RESCUE**
   (STAFF RECOMMENDATION: APPROVAL OF THE PURCHASE OF 2020 PIERCE RESCUE/PUMPER)

2. **AMENDMENT TO KENT ECONOMIC PARTNERSHIP SERVICE AGREEMENT**
   (STAFF RECOMMENDATION: AMENDING THE CURRENT AGREEMENT TO AMEND ARTICLE V. DURATION AND EXTENSION TO PROVIDE FOR AN ANNUAL RENEWAL WITH THE APPROVAL OF EACH FISCAL YEAR'S BUDGET)

3. **ADJOURNMENT OF LEGISLATIVE, FINANCE, AND ADMINISTRATION COMMITTEE MEETING**

ADJOURNMENT OF COUNCIL COMMITTEE OF THE WHOLE MEETING

/TM
S:\AGENDAS-MINUTES-PACKETS-PRESENTATIONS-ATT&EXH\COMMITTEE-AGENDAS\2019\10-29-2019 CCW AGENDA.WPD

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.

ACTION FORM

PROCEEDING: Council Committee of the Whole (Utility)	**AGENDA ITEM NO.:**
DEPARTMENT OF ORIGIN: Public Works	**DATE SUBMITTED**: 10/18/19
PREPARED BY: Sharon J. Duca, P.E., Public Works Director	
SUBJECT: Waiver for Annexation Requirement 1140-1290 S. Bay Road – Water Service	
REFERENCE: N/A	
RELATED PROJECT: N/A	
REVIEWED BY: City Manager	
EXHIBITS: Aerial Map, Letter of Intent	
EXPENDITURE REQUIRED: n/a	**BUDGET REMAINING**: n/a
FUNDING SOURCE (Dept./Page in CIP & Budget): n/a	
TIME TABLE: City Manager will notify the Dover Air Force Base staff within ten (10) days of Council approval.	
STAFF RECOMMENDATION: Staff recommends City Council waive for annexation requirement of 1140-1290 S. Bay Road in order to receive water service from the City of Dover.	

BACKGROUND AND ANALYSIS

The Dover Air Force Base (DAFB) is currently conducting investigations into the environmental impacts of the use of aqueous film forming foam (AFFF) for firefighting procedures on base. The contents of the AFFF included chemicals perfluorooctance sulfonate (PFOS) and perflurooctanoic acid (PFOA). These chemicals can be harmful to humans if ingested. The Environmental Protection Agency has published lifetime health advisories for these chemicals of 70 parts per trillion when found in drinking water. Samples by the DAFB of private wells on S. Bay Road in June 2019 found that the levels of PFOS and PFOA has exceeded 70 parts per trillion. The DAFB believes that the cause of these chemical levels is from their AFFF.

The DAFB is currently providing alternative drinking water sources to the affected properties. Moving forward, the DAFB believes the best course of action is for these properties to be connected to the City of Dover's water distribution system, which has not tested positive for PFOS or PFOA chemicals.

Typically, the City of Dover would require annexation into the City limits when properties request to connect to our utilities. In this situation, the affected properties had a functional water source until circumstances out of their control impacted their drinking water. Allowing the future water connection to the City of Dover water distribution system will provide a safe and reliable water source for the property owners. Staff recommends that Council allow the unincorporated properties between 1140-1290 S. Bay Road to connect to the City of Dover water distribution system without being required to annex into the City.

Exhibit A

Waiver for Annexation Requirement

1140-1290 S. Bay Road – Water Service



N

DEPARTMENT OF THE AIR FORCE
436TH CIVIL ENGINEER SQUADRON (AMC)
Dover Air Force Base, Delaware 19902-5600

26 Sep 19

436 CES/CC
600 Chevron Ave
Dover AFB DE 19902-5600

Ms. Donna S. Mitchell
City Manager
City Hall - 15 Loockerman Plaza
Dover, DE 19901

Dear Ms. Mitchell

Thanks to Mr. Matt Harline and members of your Public Works and Planning Departments meeting with members of my staff on August 26, 2019. In the meeting, the members discussed the possibility of connecting properties located on South Bay Road northwest of Dover AFB to the City of Dover public water supply. The intent of this follow-up letter is to provide background information and to formally request the City of Dover to move forward with planning for this activity.

The Air Force is currently conducting investigations into environmental impacts from use of aqueous film forming foam (AFFF) for firefighting. Some formulations of AFFF used on Dover AFB contained the chemicals perfluorooctane sulfonate (PFOS) and perfluorooctanoic acid (PFOA). While there are currently no drinking water standards for these chemicals, the Environmental Protection Agency has published lifetime health advisories (LHAs) for PFOS and PFOA in drinking water of 70 parts per trillion (ppt). Results of samples taken in June 2019 from private domestic wells along South Bay Road northwest of Dover AFB identified four properties with PFOS and PFOA concentrations exceeding the LHA. The source of the PFOS and PFOA is likely from an AFFF release location on Dover AFB. Because of this, the Air Force is committed to providing an alternate drinking water source to these four affected properties.

The Air Force believes the best course of action for the affected properties is to connect them to the City of Dover public water supply. However, I am not authorized to obligate the Air Force to pay for the connection. At this time, the Air Force is reviewing whether it may design and pay for the construction of an extension to the existing City of Dover water main located on the east side of South Bay Road. Per preliminary discussions with your staff, the water main will need to be extended across South Bay Road, and continue south along the west side of the road, to the southernmost affected property. There are many details that need to be worked out, including initiation of annexation activities, coordination with other agencies such as the Delaware Department of Transportation, and property owner involvement. The Air Force will work closely with City of Dover personnel and will keep you apprised regarding the determination of our ability to pay for the connections to the City of Dover public water supply.

We appreciate your cooperation and assistance as we move forward with providing an alternative water supply to the affected properties on South Bay Road. Our primary point of contact for this activity is Mr. Joseph Kowalski. He can be contacted at 302-677-5540 or joseph.kowalski.8@us.af.mil.

Sincerely

VHANCE V. VALENCIA, Lt Col, USAF
Commander

ACTION FORM

PROCEEDING: Council Committee of the Whole (Utility)	**AGENDA ITEM NO.:**
DEPARTMENT OF ORIGIN: Public Works	**DATE SUBMITTED**: 10/18/19
PREPARED BY: Sharon J. Duca, P.E., Public Works Director	
SUBJECT: Water / Wastewater Rate Study Results and Recommendations	
REFERENCE: N/A	
RELATED PROJECT: N/A	
REVIEWED BY: City Manager	
EXHIBITS: Presentation	
EXPENDITURE REQUIRED: n/a	**BUDGET REMAINING**: n/a
FUNDING SOURCE (Dept./Page in CIP & Budget): n/a	
TIME TABLE: Public outreach will occur in Fiscal Year 2020, revised rates to be brought forward to City Council for approval in January 2020.	
STAFF RECOMMENDATION: Staff recommends City Council to authorize the City Manager to bring forward the revised rates to City Council for approval in January 2020.	

BACKGROUND AND ANALYSIS

In Fiscal Year 2019, the Department of Public Works, Water and Wastewater Division operational budgets were approved to conduct a Water / Wastewater Rate Study. Requests for Proposals were solicited from qualified firms and the City of Dover entered into an agreement with NewGen Strategies and Solutions (formerly known as Municipal & Financial Services Group). The City of Dover has not altered the water or wastewater rates in over 5 years. As infrastructure improvement project costs continue to escalate, staff realized that the water and wastewater rates must be altered if the City wants to be fiscally responsible and maintain functioning water and wastewater infrastructure.

The study investigated the operational and capital budgets of the Water Division, Wastewater Division and Water Treatment Plant Division housed within the Department of Public Works. The five (5) year Capital Improvement Plan was utilized to forecast future projects and the impacts to the funds.

The following principles were used by the consultant to guide the rate study and were developed with the assistance of City staff:

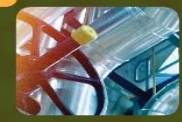
- The City's water and sewer utilities must be financially self-supporting. It is assumed that the cost of operating and maintaining the water and sewer systems must be supported by the water and sewer fees and charges collected from customers with no support from other City funds.
- The City should maintain reserves to provide for contingencies and unplanned expenses and to ensure that sufficient funds are generated each fiscal year to allow for appropriate system replacement.
- Water and sewer rates and charges shall be kept as low as possible over time. It is possible to keep rates low for a period of time by not investing sufficiently in the maintenance of the water and sewer systems, but eventually the systems will deteriorate and require substantial investments leading to the need for significant and immediate rate increases. The assumption that the City will continually reinvest in the water and sewer systems to replace assets as they reach the end of their useful lives is built into the analysis and allows for timely and predictable rate increases.

Staff has reviewed the recommended water and wastewater rate alterations provided by the consultant. Staff agrees with the recommendations and finds the rates sustainable and equitable. Staff will be bringing forward the revised rates to City Council for approval in January 2020.











October 29, 2019

City of Dover

Water / Wastewater Rate Study Results and Recommendations

Presentation to the City Council

ECONOMICS STRATEGY STAKEHOLDERS SUSTAINABILITY

NewGen Strategies & Solutions

www.newgenstrategies.net

Presentation Agenda

- Firm Introduction
- Revenue Requirements
- Customer and Usage
- Financial Plan and Rates
- Customer Impacts
- Discussion and Questions

NewGen Strategies and Solutions, LLC

- Consulting firm specialized in providing management and financial guidance to the municipal utility industry
- Created in 2012 and merged with MFSG in July 2019

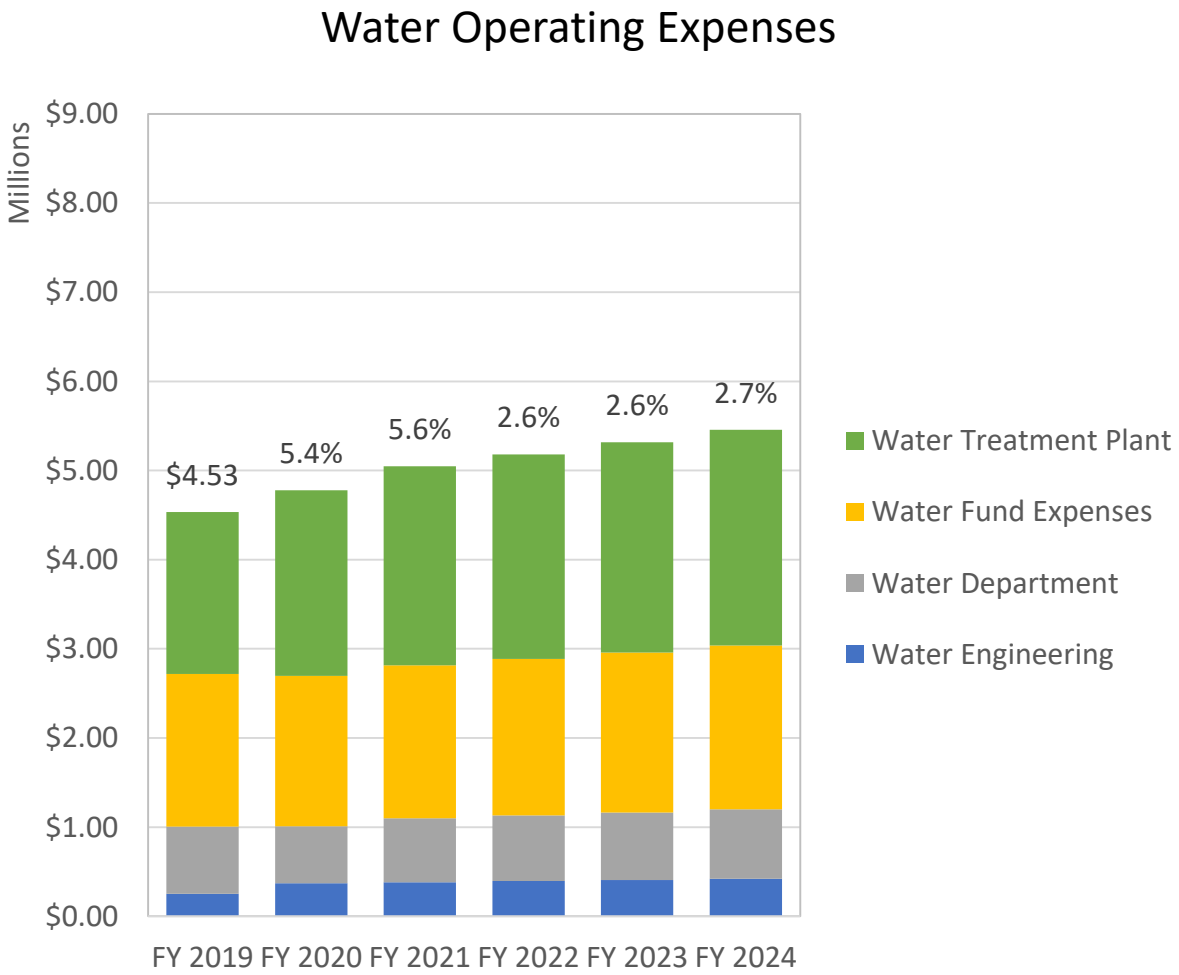
Municipal & Financial Services Group **is now part of** NewGen Strategies & Solutions

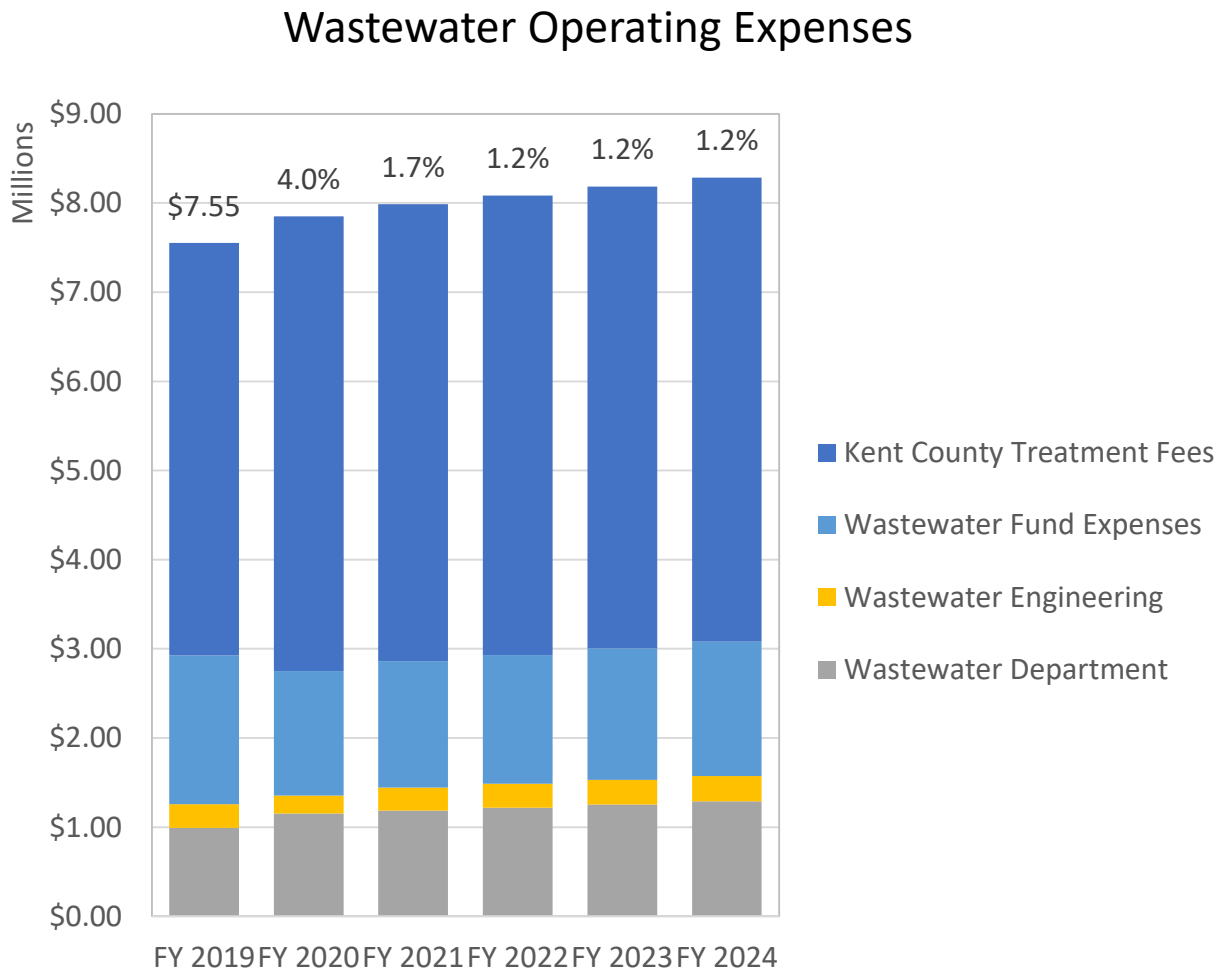
- National presence with 43 expert and support staff in 9 offices across the country
- 400+ clients across two Practices:
  - Energy (electricity and natural gas)
  - Environmental (water, sewer, stormwater, solid waste)



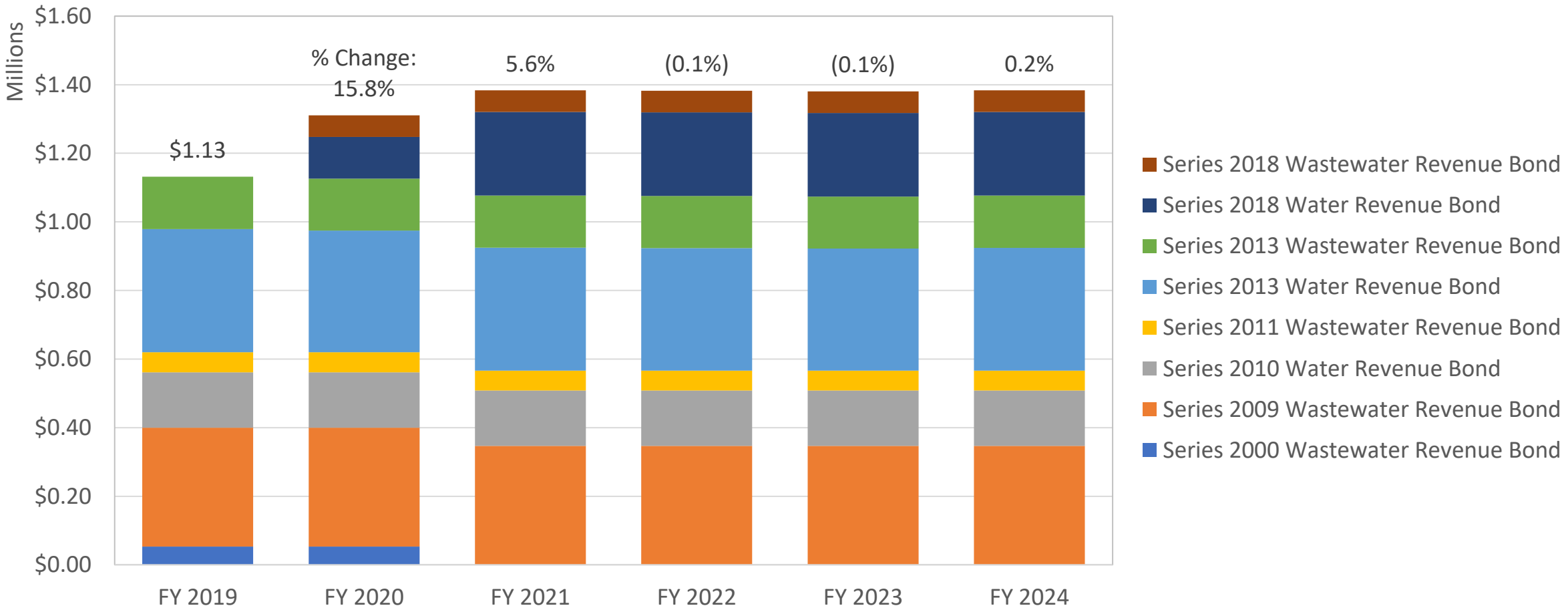
Thoughtful Decision Making for Uncertain Times

Revenue Requirements – O&M Expenses





Revenue Requirements – Existing Debt



Revenue Requirements – Capital Improvements

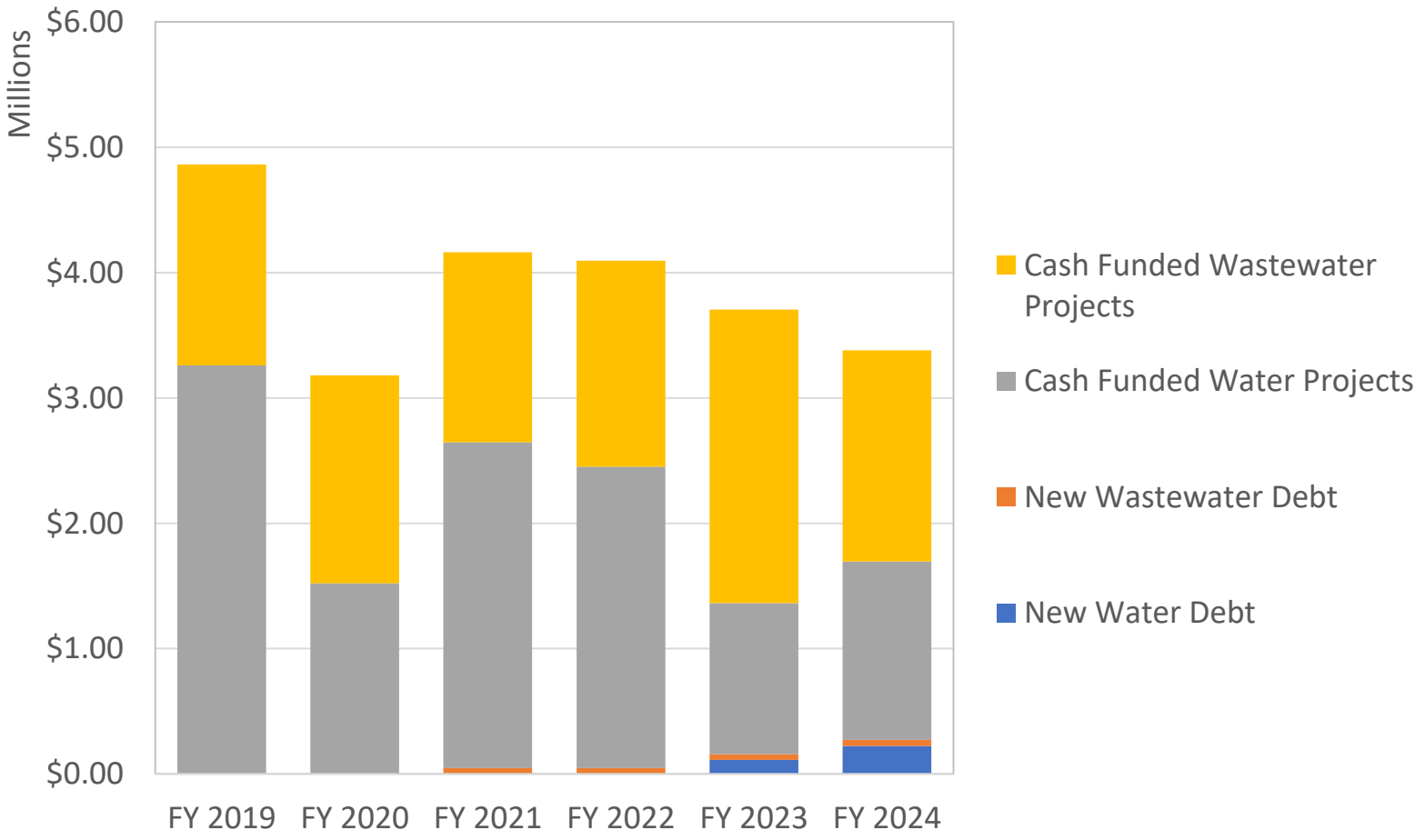
Water System Projects:

- Vehicles & Equipment
- Meter Reading - Radio Read Meters
- Bradford Street Water Main Improvement
- William Street Water Main Improvement
- N. State Street Water Main Replacement
- Denney's Road Water Tower
- Bulk Water Station - William Street
- Future Well Installation
- Wellhead Redevelopment
- Water Quality Improvements
- Repairing Line Breaks
- Treatment Plant Improvements

Wastewater System Projects:

- Vehicles & Equipment
- Sanitary Sewer Video Kit
- Tar Ditch Interceptor Upgrade
- Rolling Acres Pump Station Replacement
- Turnberry Pump Station
- Westover Pump Station & Force Main Upgrade
- Lepore Road Sanitary Sewer upgrade
- Sliver Lake Pump Station Replacement
- Various Pump Station Replacements
- Lincoln Street Gravity Sewer Repair
- SCADA Equipment & Technology Upgrade
- Inflow/Infiltration Removal/System Improvements

Revenue Requirements – Capital Improvements



Capital Financing Assumptions:

Water:

- $12.4 million in cash funded projects
- $6.9 million in debt funded water projects (2022 & 2023)

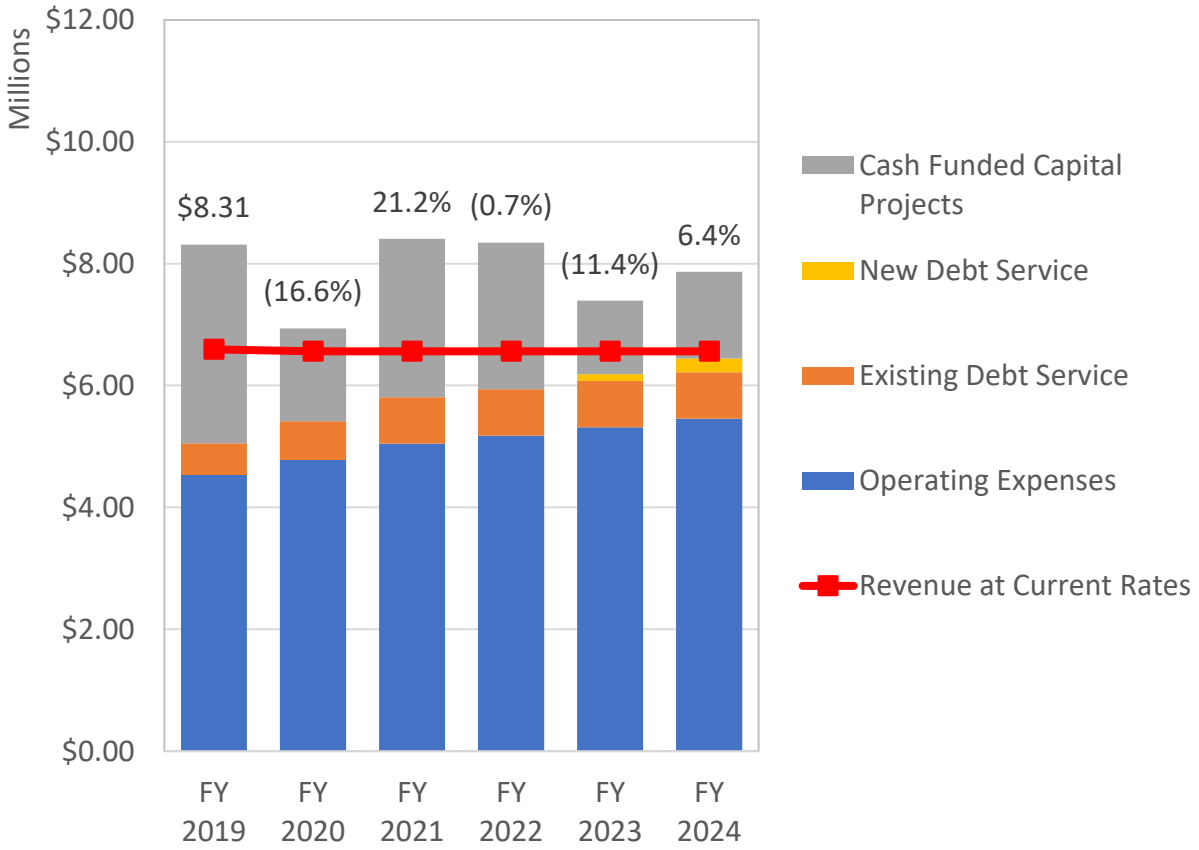
Wastewater:

- $10.4 million in cash funded projects
- $0.6 million in debt funded for Wastewater Projects (2020)

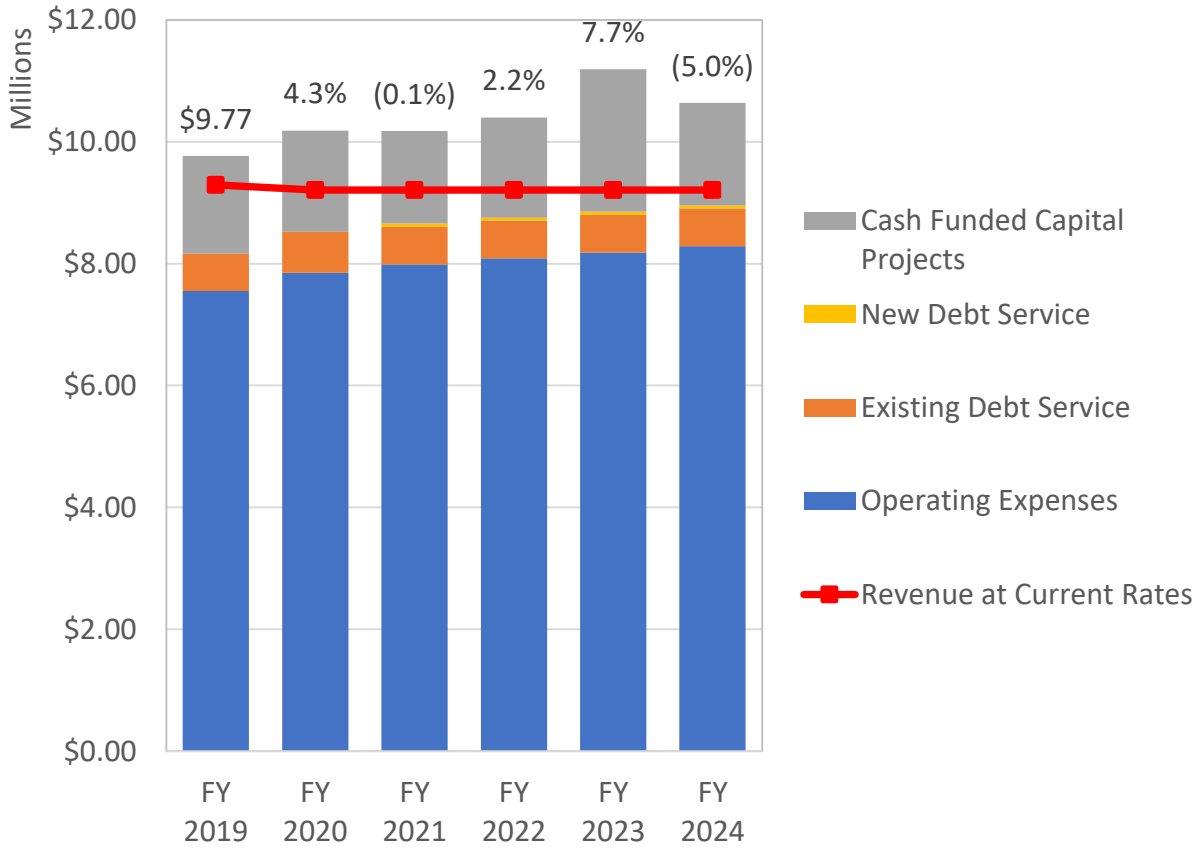
- All debt @ 4.0% interest with 20-year repayment

Total System Expenses vs. Current Revenues

Water System

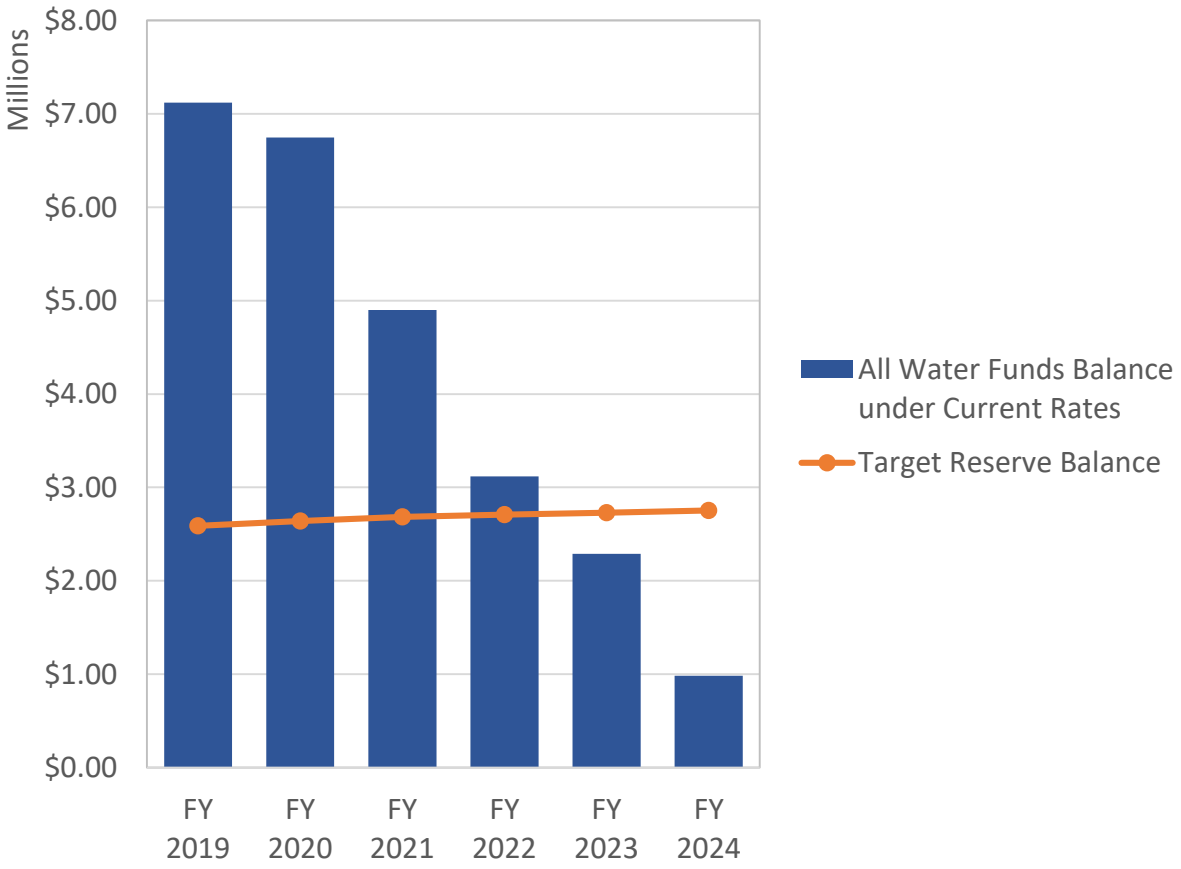


Wastewater System

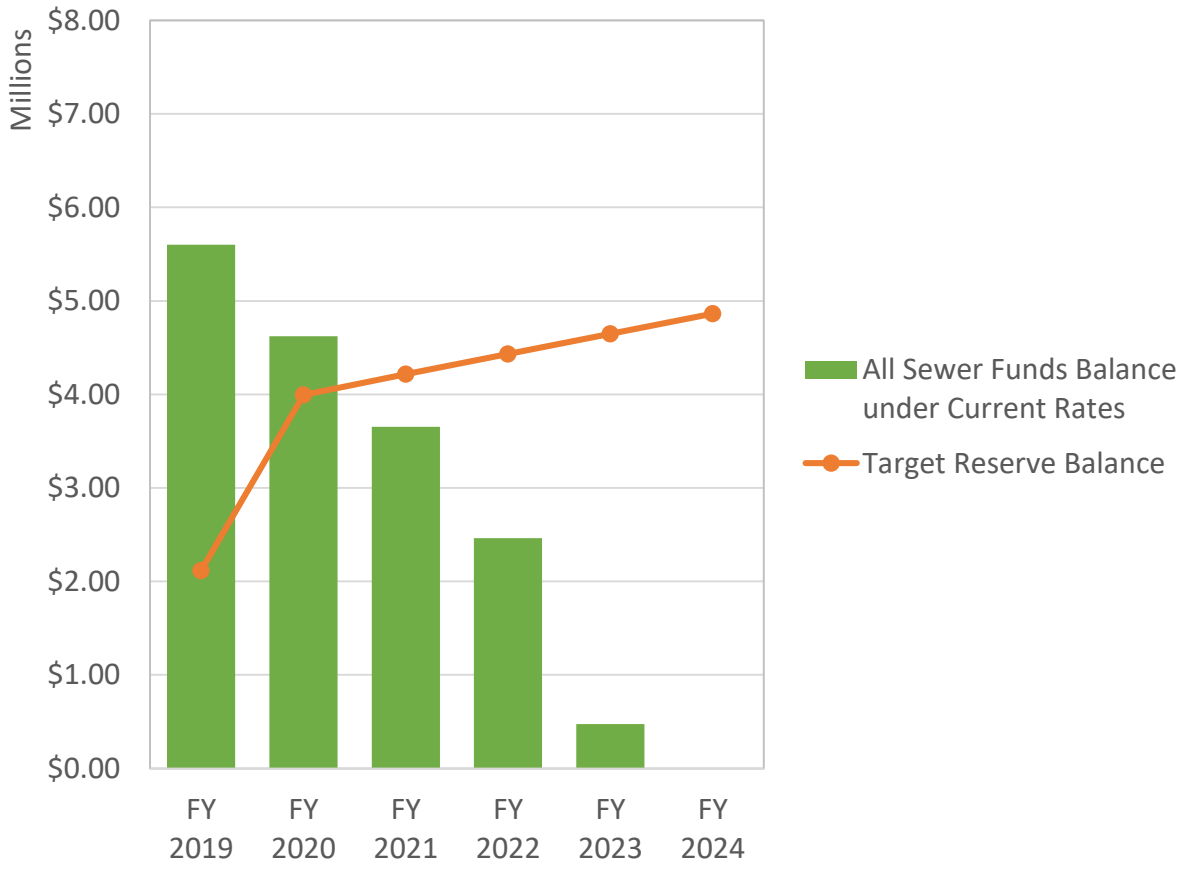


Fund Balances Under Proposed Current Rates

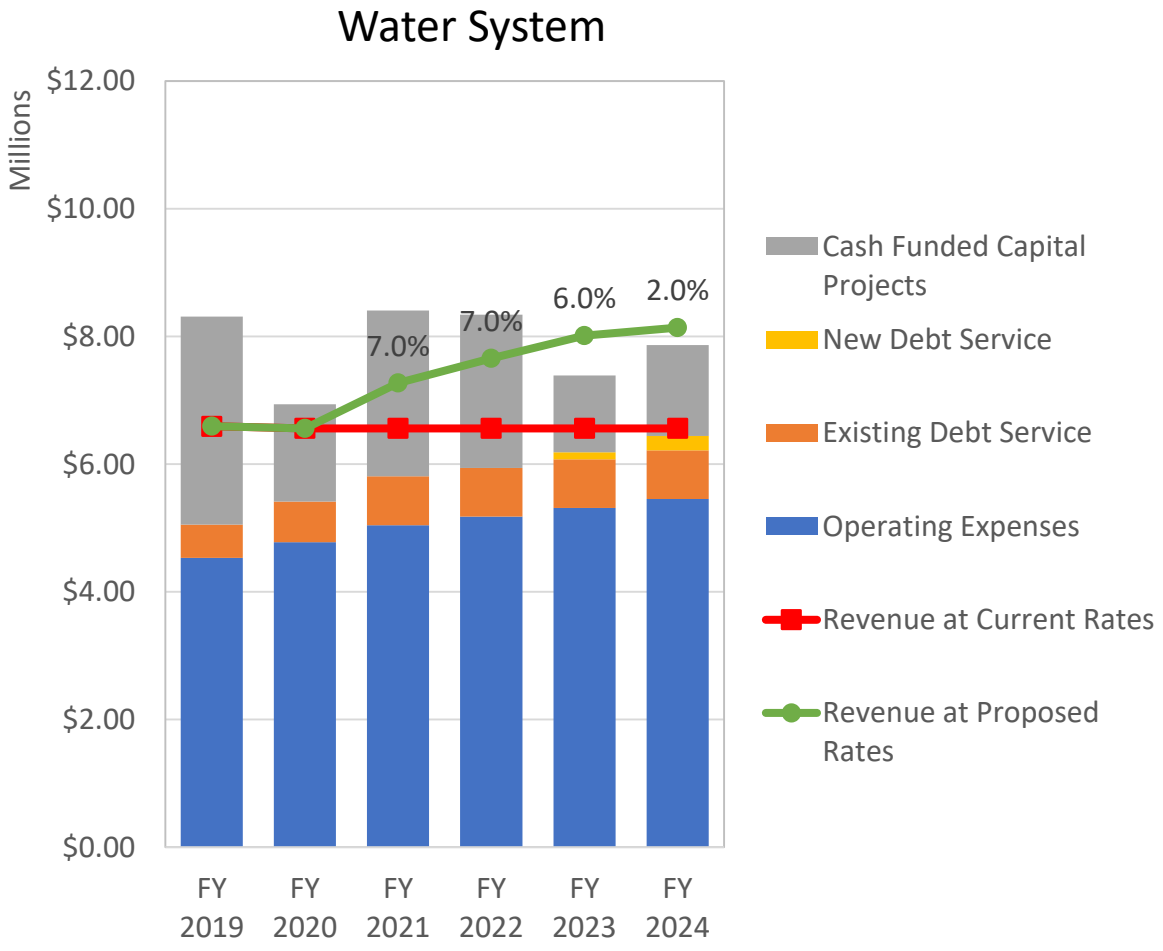
Water System

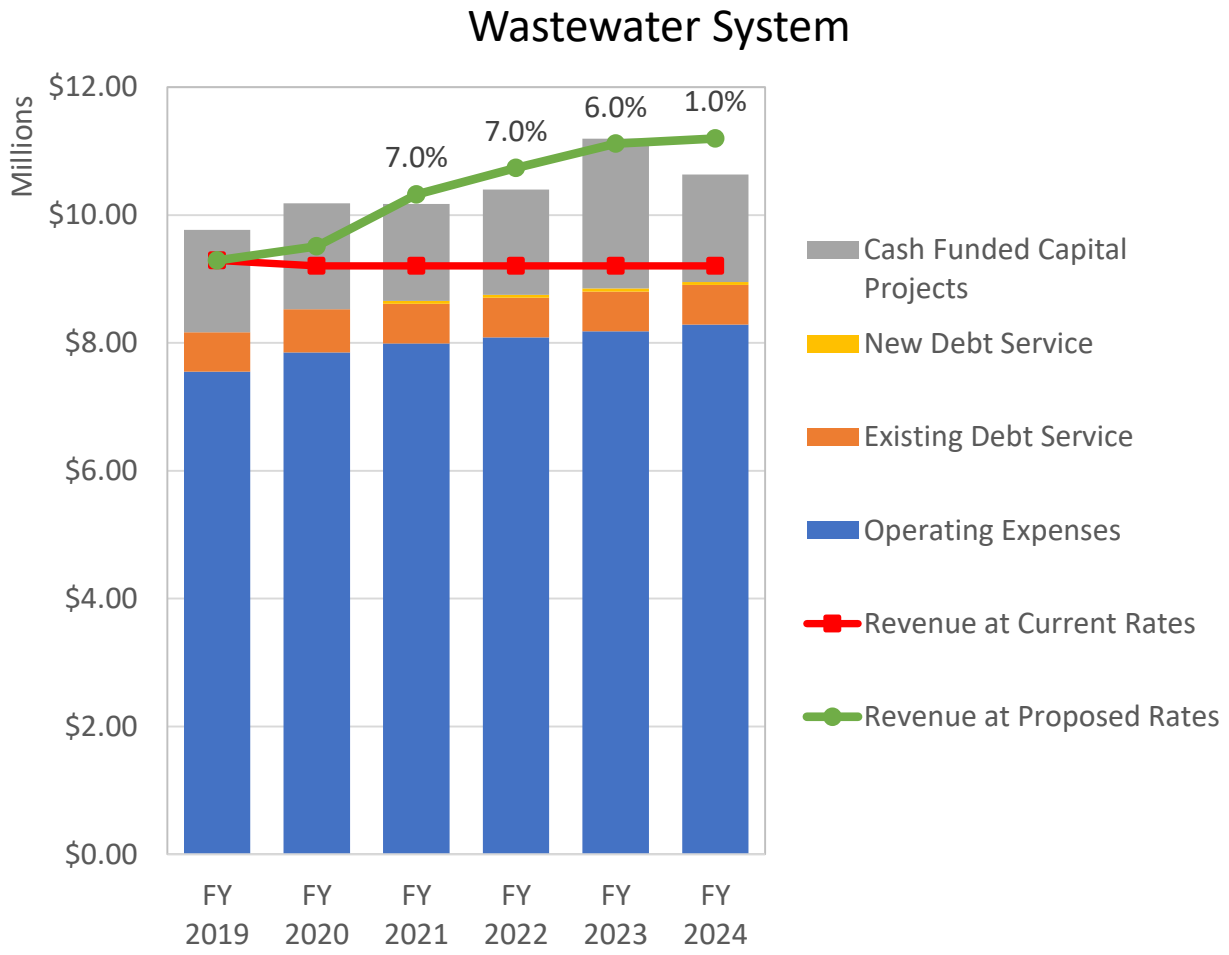


Wastewater System



Financial Plan – Percentage of Annual Revenue Increase

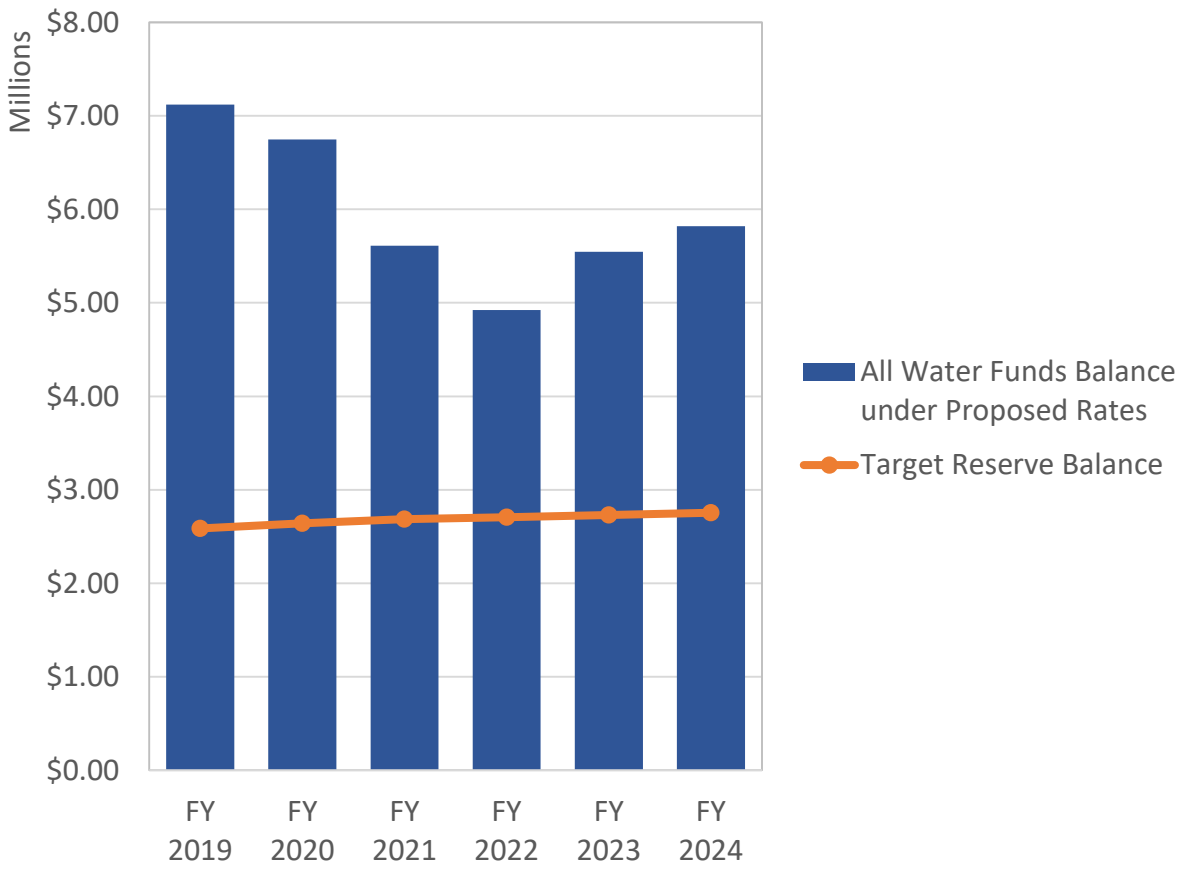




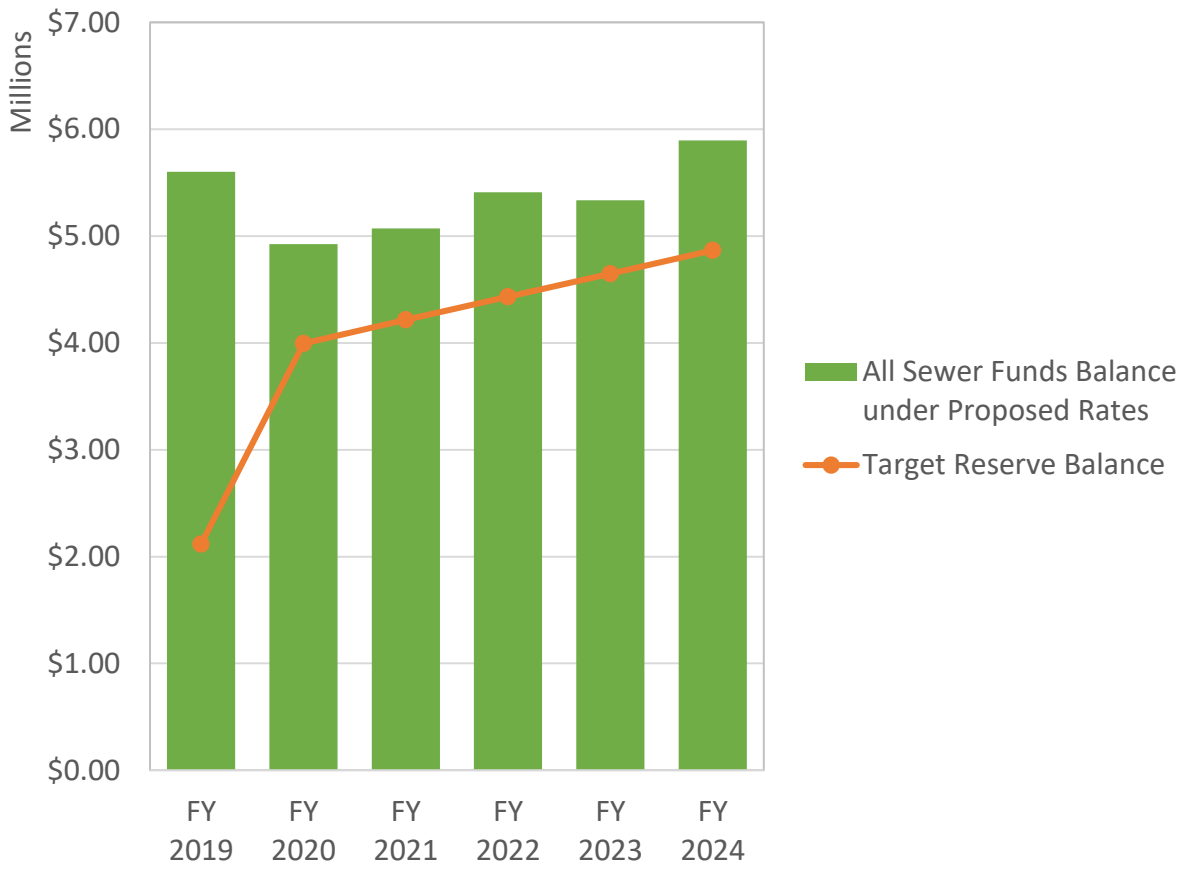
Note: Includes one time increase of $2.50 in water and wastewater flat fees in FY 2021 as well as Kent County pass-through rate increases.

Fund Balances Under Proposed Financial Plan

Water System



Wastewater System



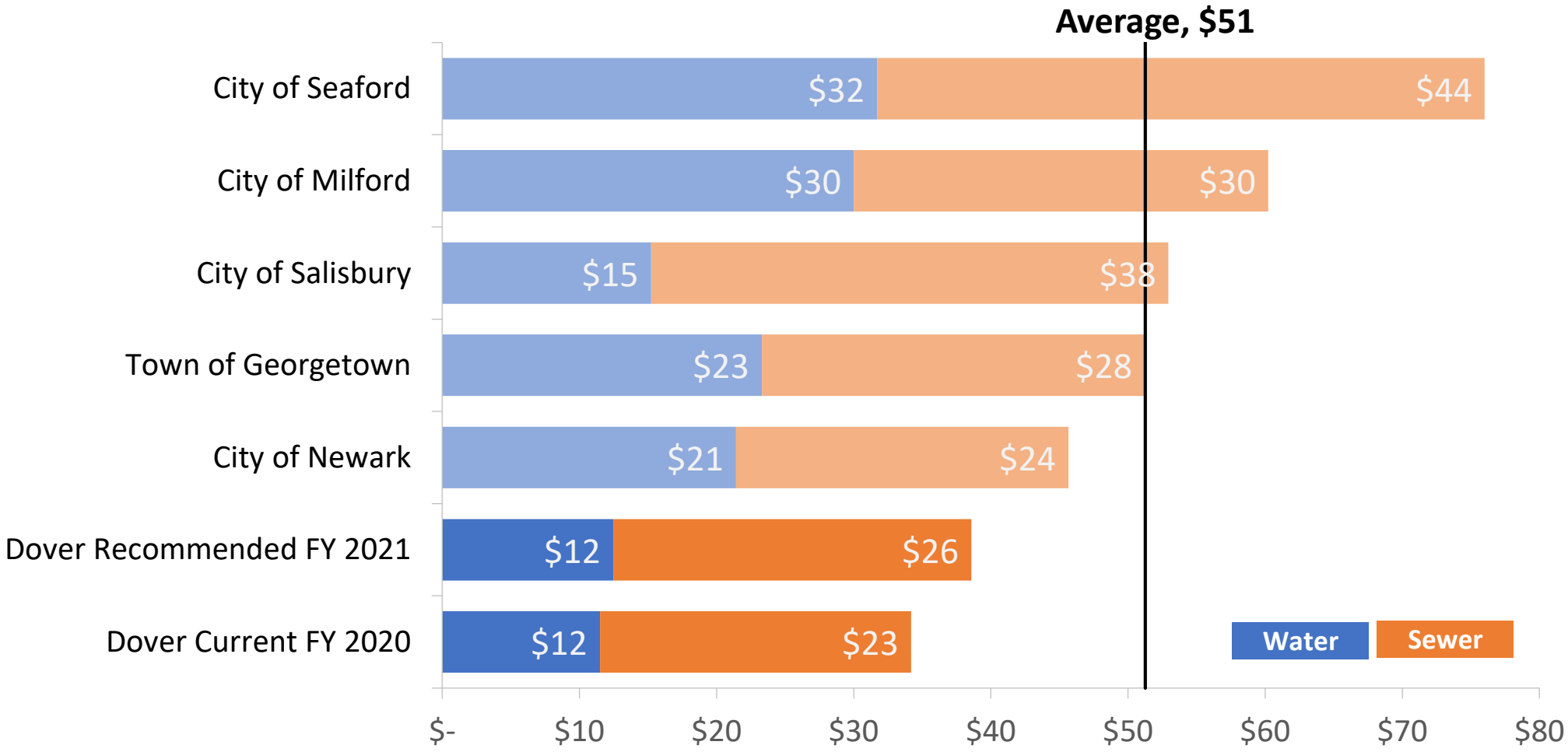
Recommended Rates - Water

Water Rates	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
Water Flat Rate Increase	**0.0%**	**100.0%**	**0.0%**	**0.0%**	**0.0%**
Water Unit Rates Increase	**0.0%**	**7.0%**	**7.0%**	**6.0%**	**2.0%**
Monthly Flat Rate per Account	$2.50	$5.00	$5.00	$5.00	$5.00
Inside City Customers					
Tier 1: 0 - 6,000 gallons	$3.00	$2.49	$2.66	$2.82	$2.88
Tier 2: 6,001 to 100,000 gallons	$3.00	$3.11	$3.33	$3.53	$3.60
Tier 3: Over 100,000 gallons	$3.00	$3.74	$4.00	$4.24	$4.32
Outside City Customers					
Tier 1: 0 - 6,000 gallons	$4.50	$3.74	$4.00	$4.24	$4.32
Tier 2: 6,001 to 100,000 gallons	$4.50	$4.67	$5.00	$5.30	$5.40
Tier 3: Over 100,000 gallons	$4.50	$5.60	$5.99	$6.35	$6.48

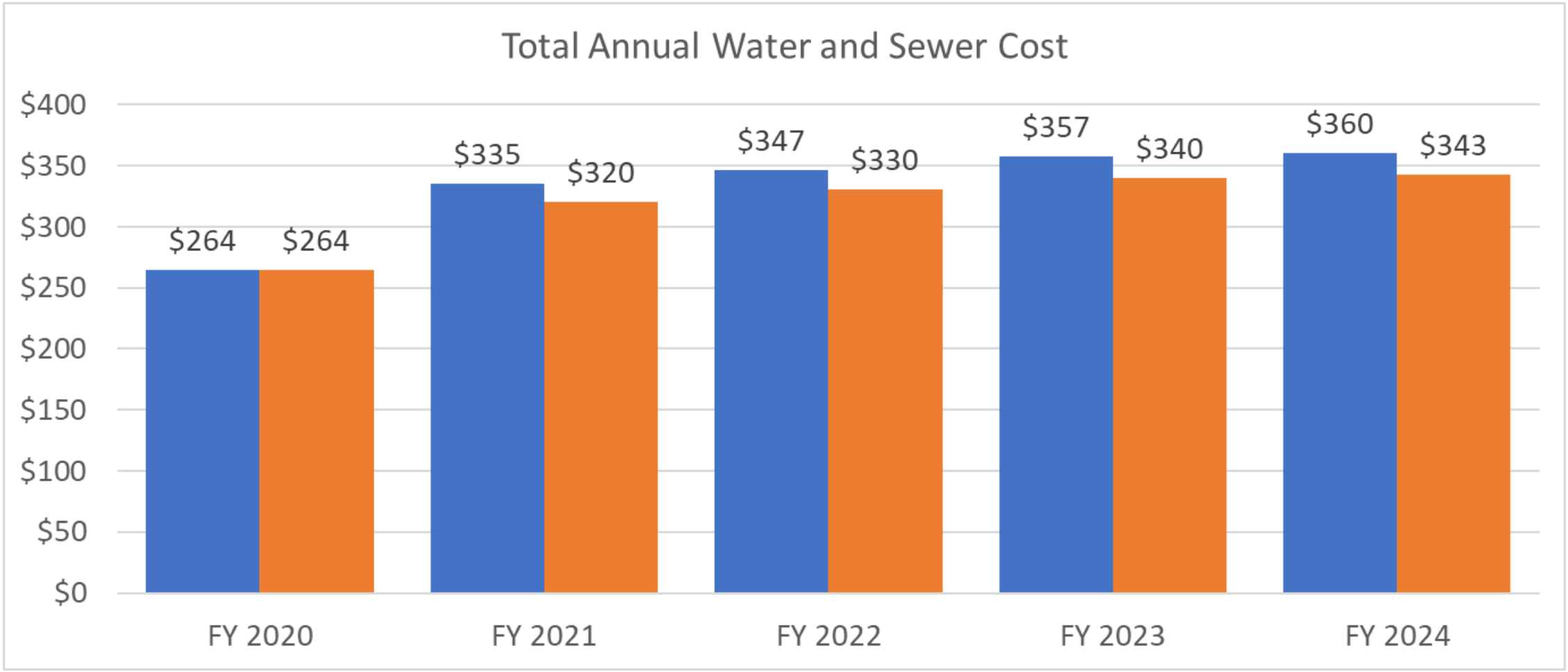
Recommended Rates - Wastewater

Sewer Rates	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
Sewer Flat Rate Increase	**0.0%**	**100.0%**	**0.0%**	**0.0%**	**0.0%**
Sewer Unit Rate Increase	**0.0%**	**7.0%**	**7.0%**	**6.0%**	**1.0%**
Sewer Groundwater Rate Increase	**0.0%**	**7.0%**	**7.0%**	**6.0%**	**1.0%**
KCSA Rate Increase	**10.3%**	**0.5%**	**0.5%**	**0.5%**	**0.5%**
Monthly Flat Rate per Account	$2.50	$5.00	$5.00	$5.00	$5.00
Inside Sewer Rate per 1,000 gallons	$2.65	$2.84	$3.03	$3.22	$3.25
Outside Sewer Rate per 1,000 gallons	$3.98	$4.25	$4.55	$4.82	$4.87
Groundwater Rate per 1,000 gallons	$1.50	$1.61	$1.72	$1.82	$1.84
KCSA Rate per 1,000 gallons	$2.58	$2.59	$2.61	$2.62	$2.63

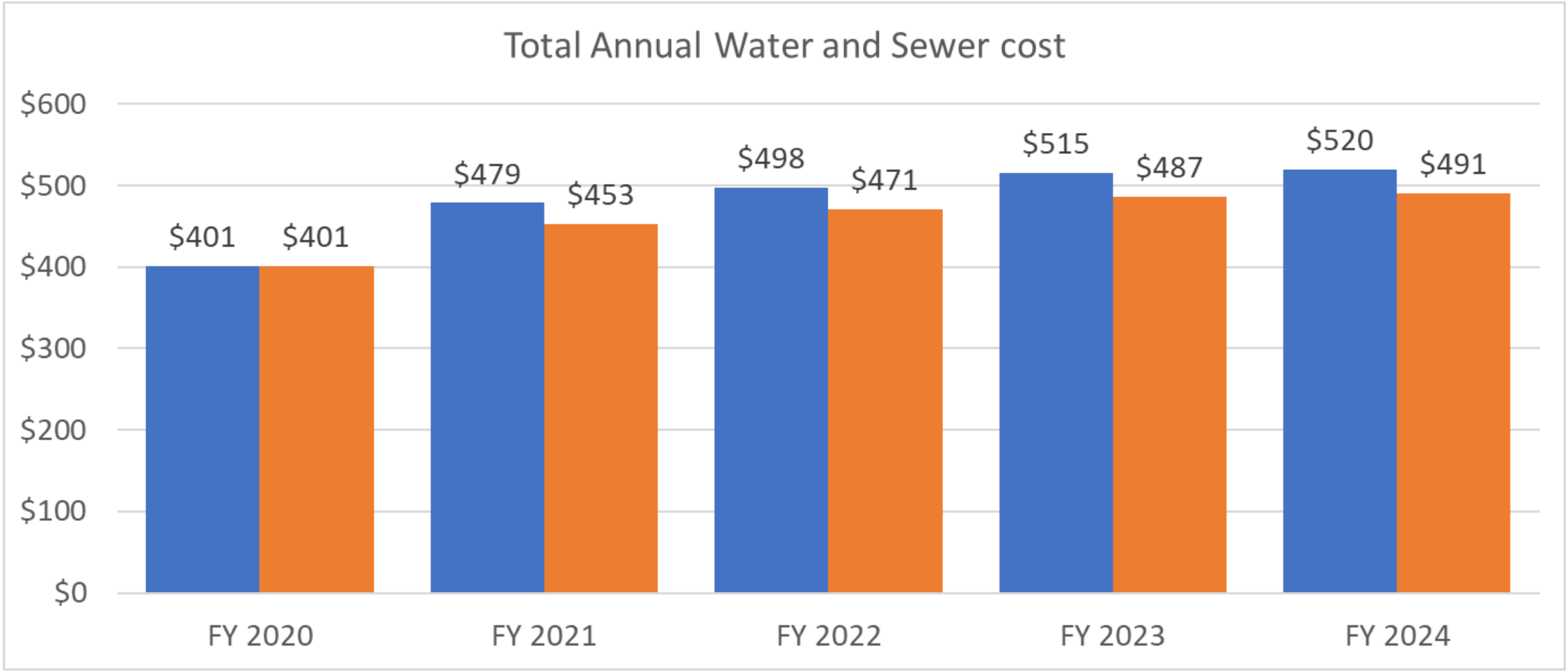
Sample Bill Comparison – 3,000 gallons/mo. (Dover Median)



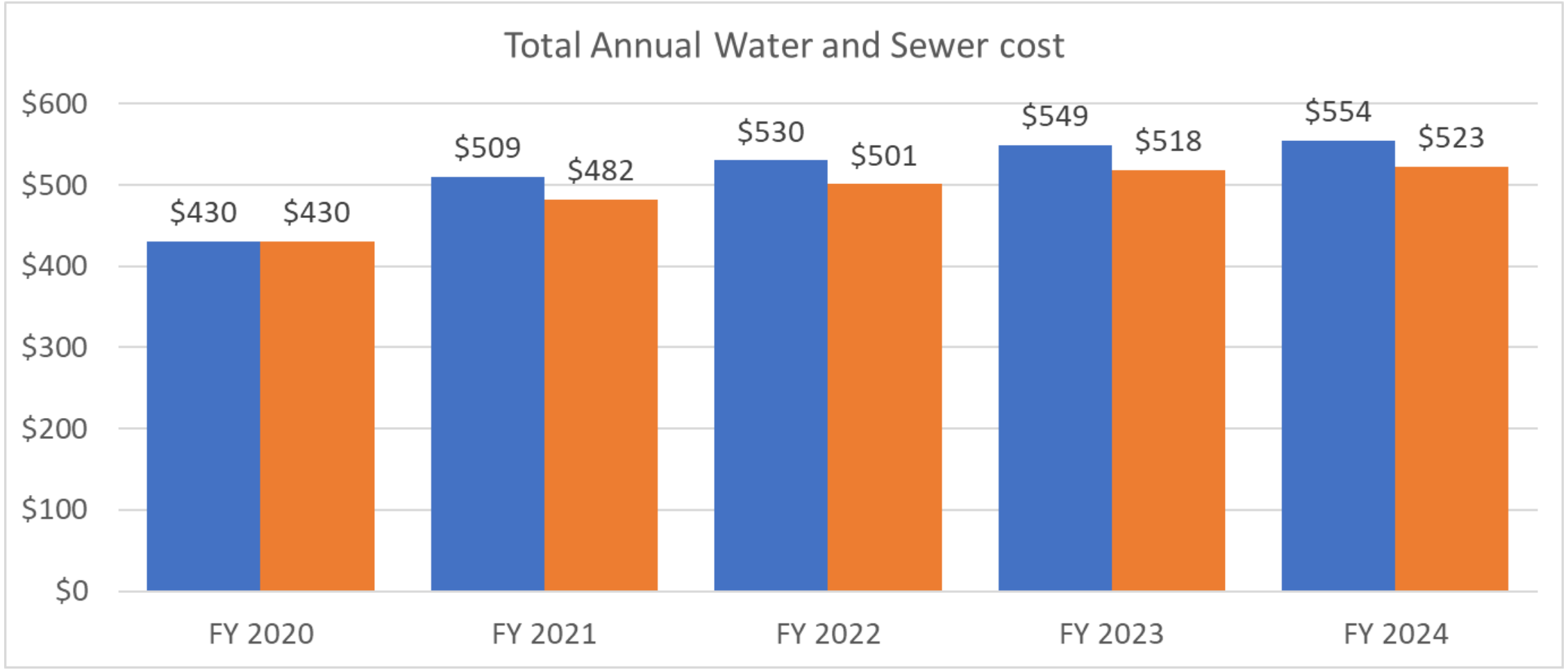
Customer Impacts – Commercial (21k gal/yr.)



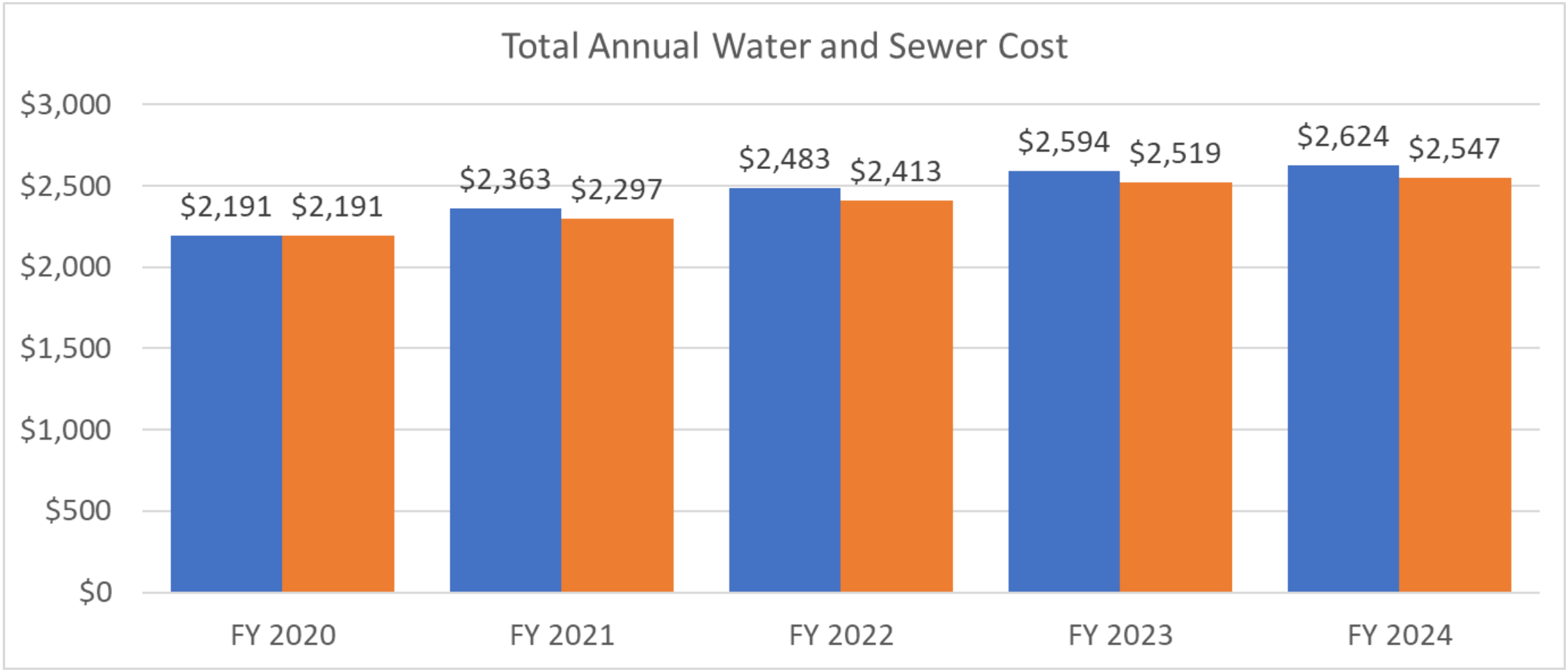
Customer Impacts – Residential w/ Irrigation (35k gal/yr.)



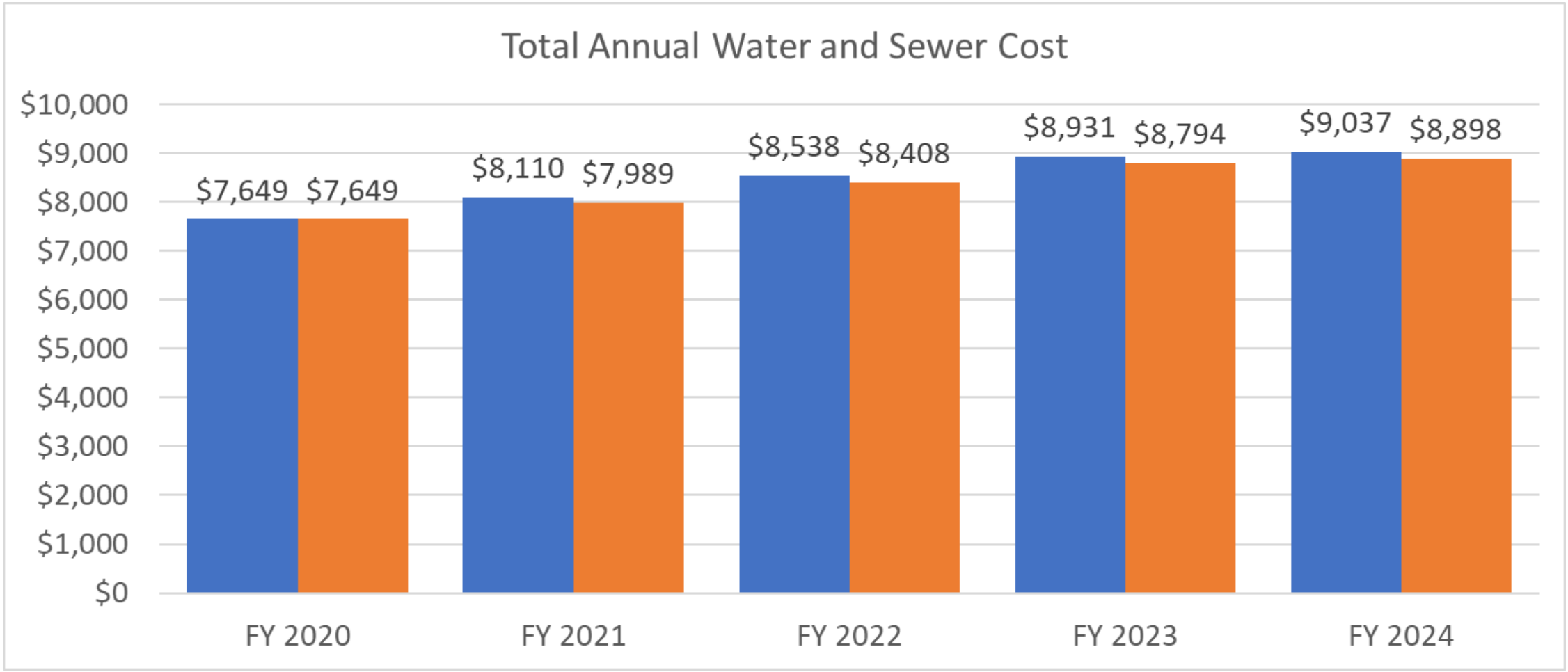
Customer Impacts – Residential (38k gal/yr.)



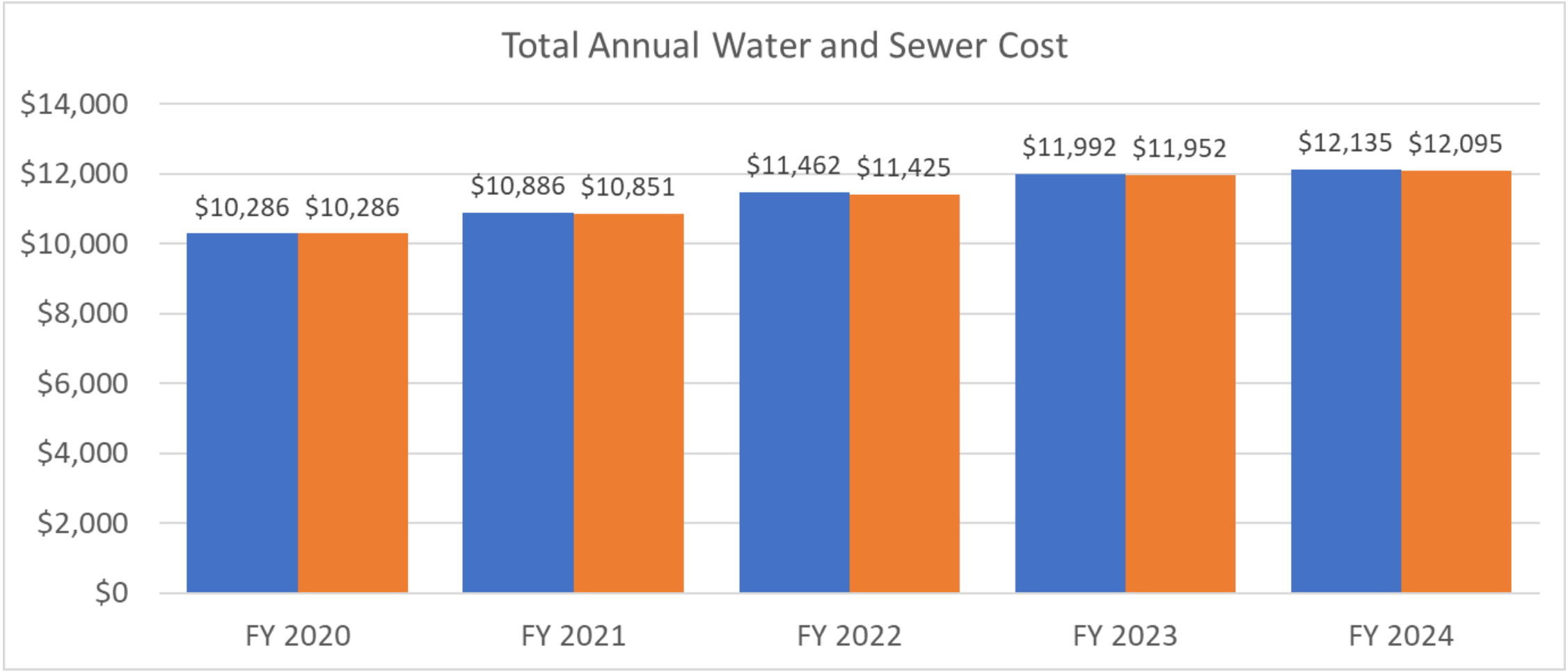
Customer Impacts – Retail (219k gal/yr.)



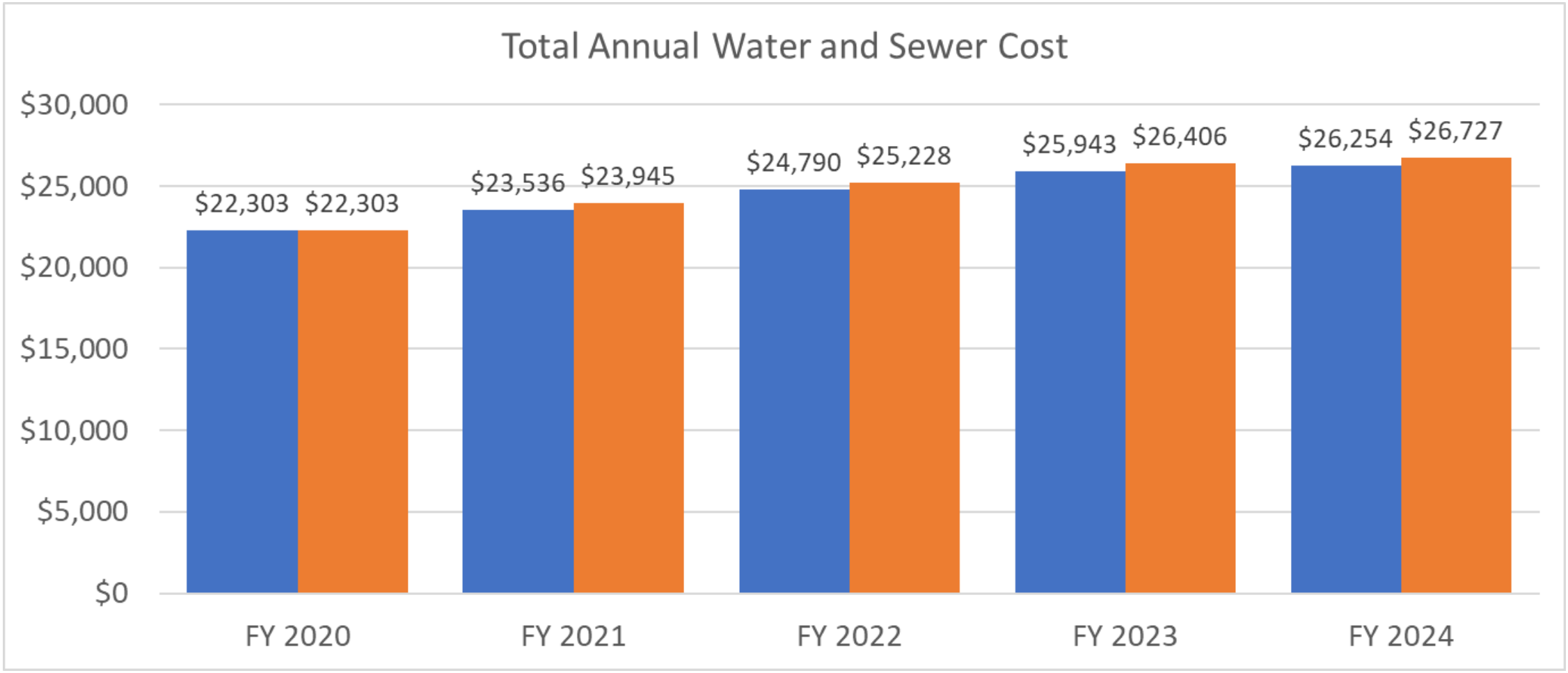
Customer Impacts – Gas Station (780k gal/yr.)



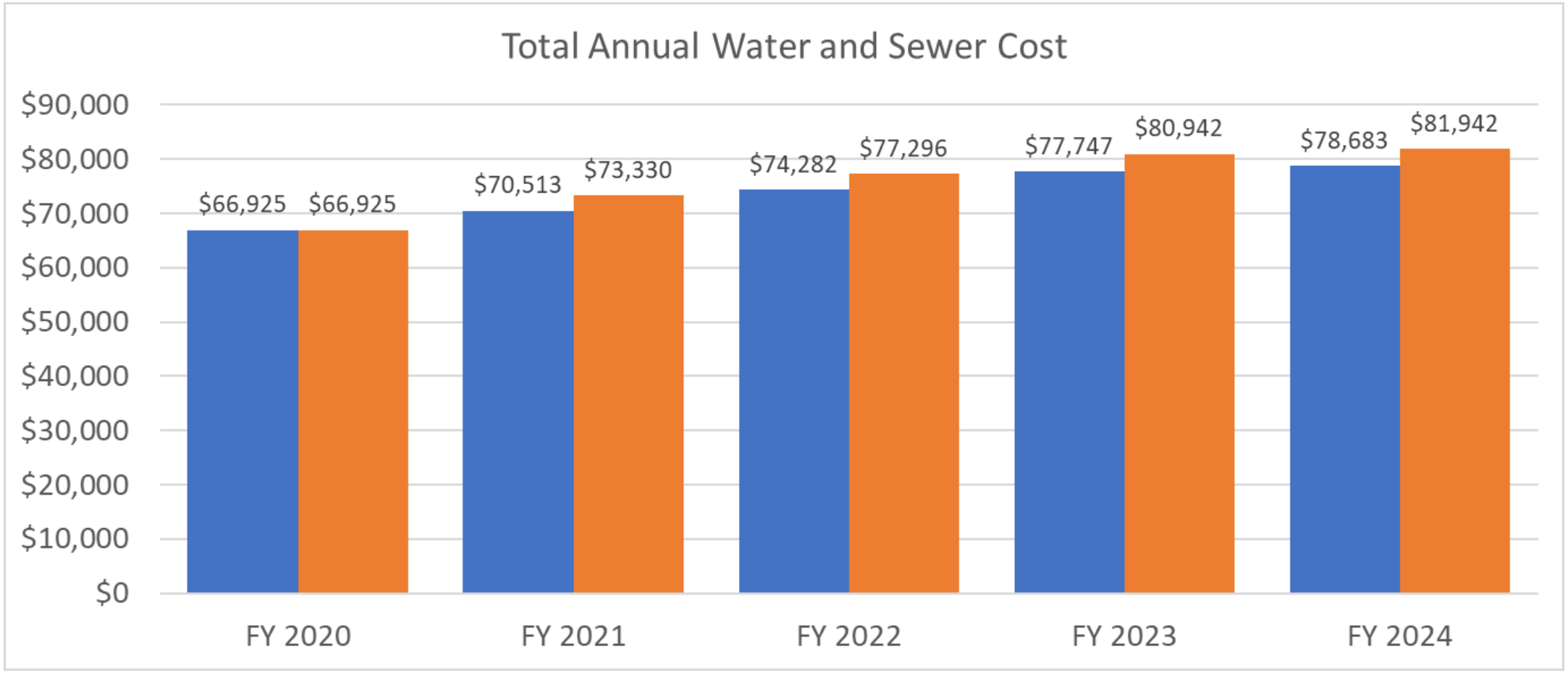
Customer Impacts – School (1,051k gal/yr.)



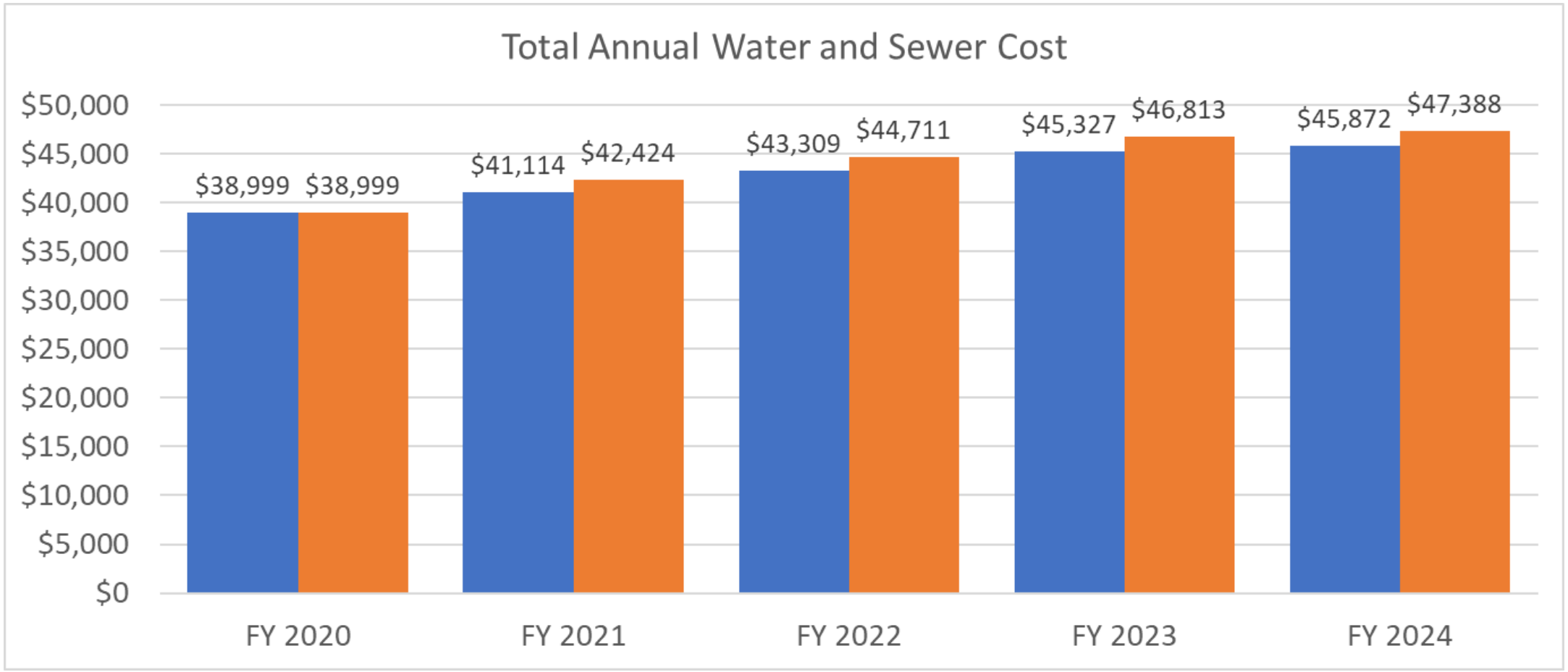
Customer Impacts – Restaurant (2,286k gal/yr.)



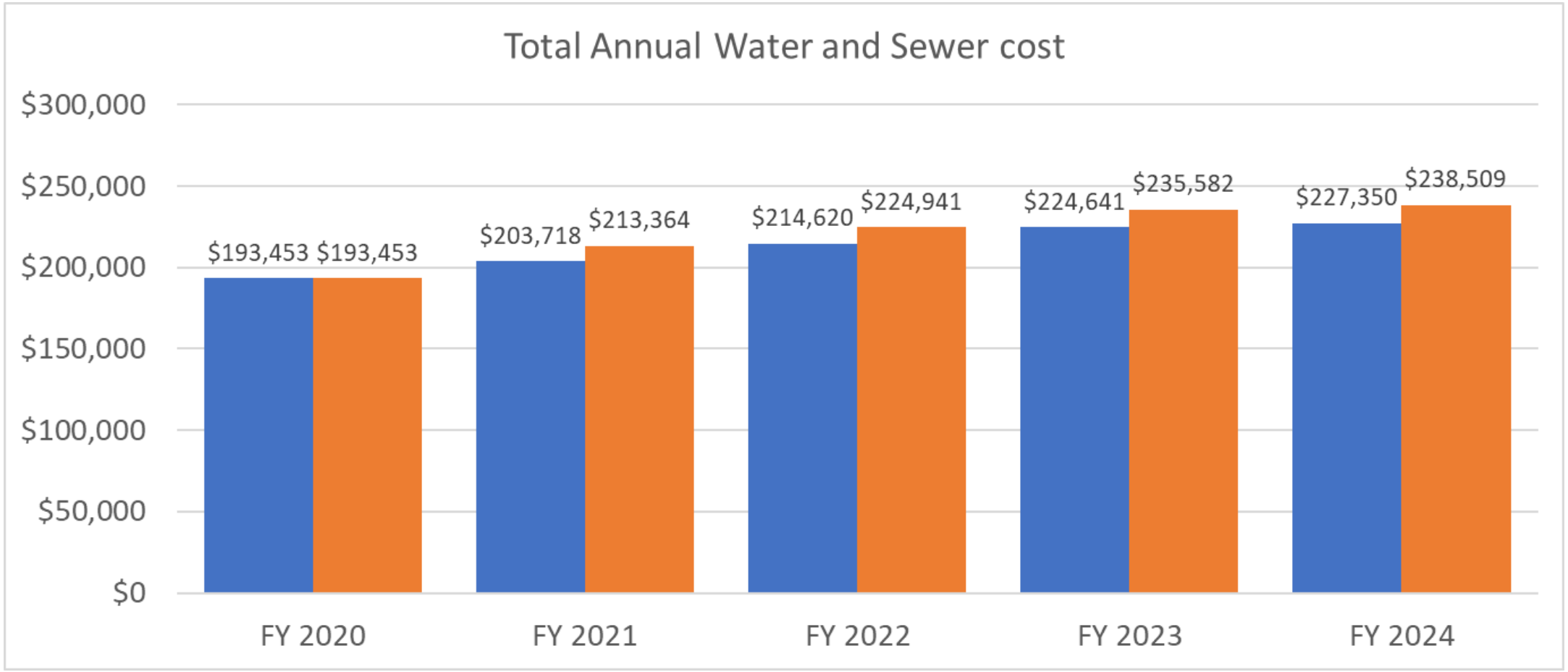
Customer Impacts – Apartments (6,872k gal/yr.)



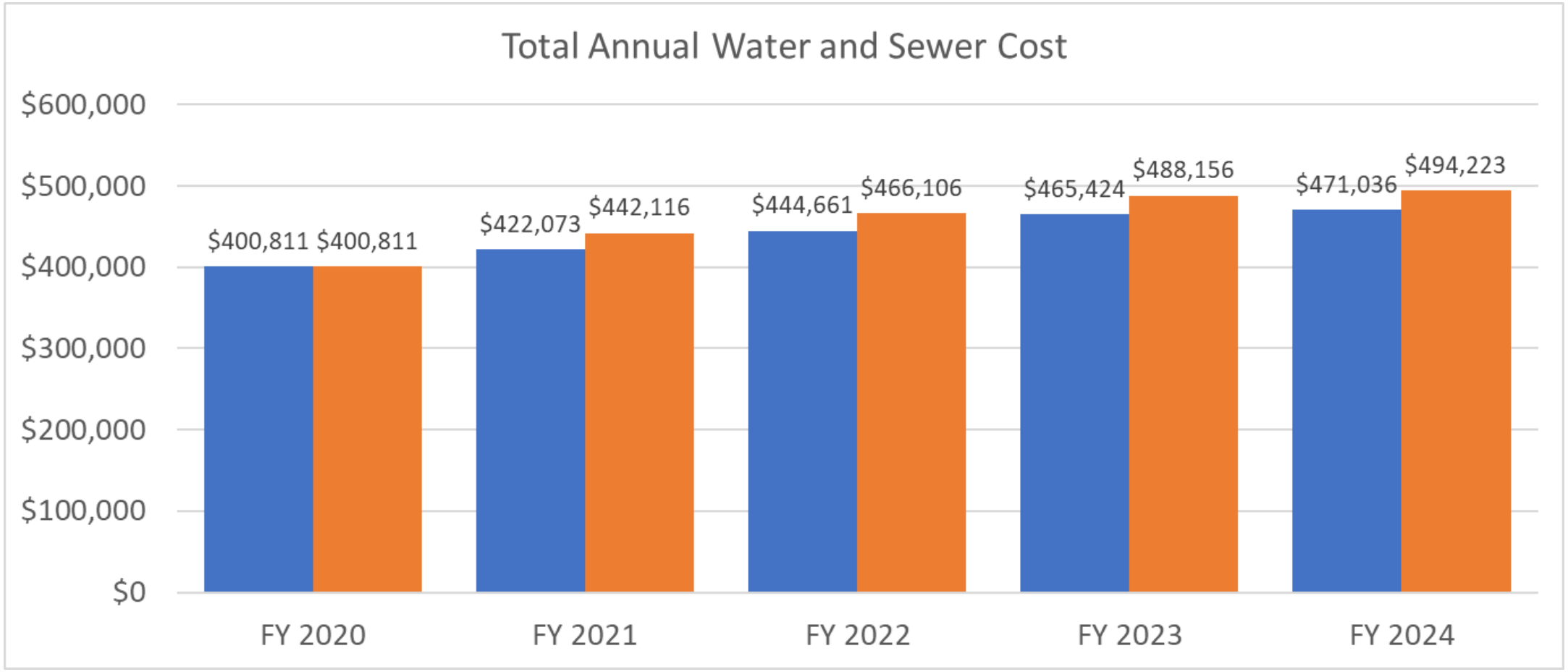
Customer Impacts – Laundromat (4,002k gal/yr.)



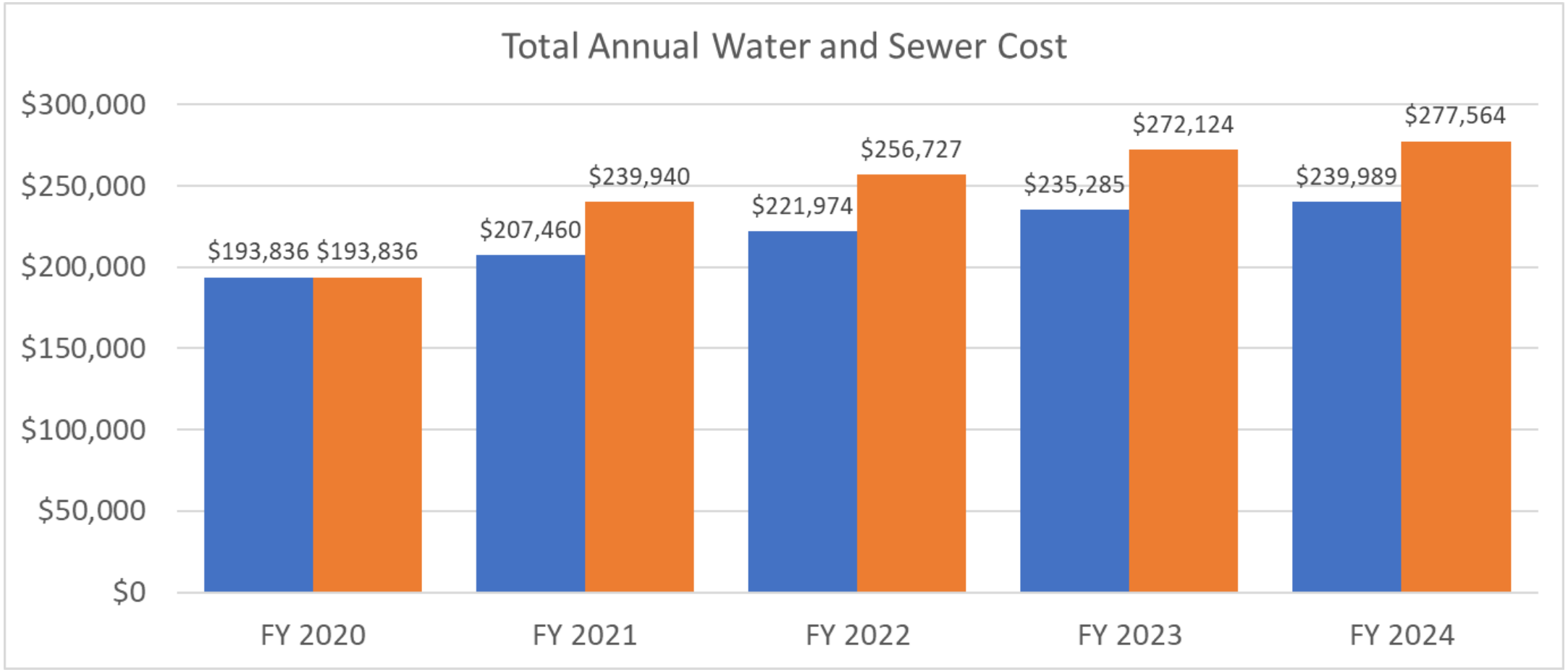
Customer Impacts – Hospital (19,876k gal/yr.)



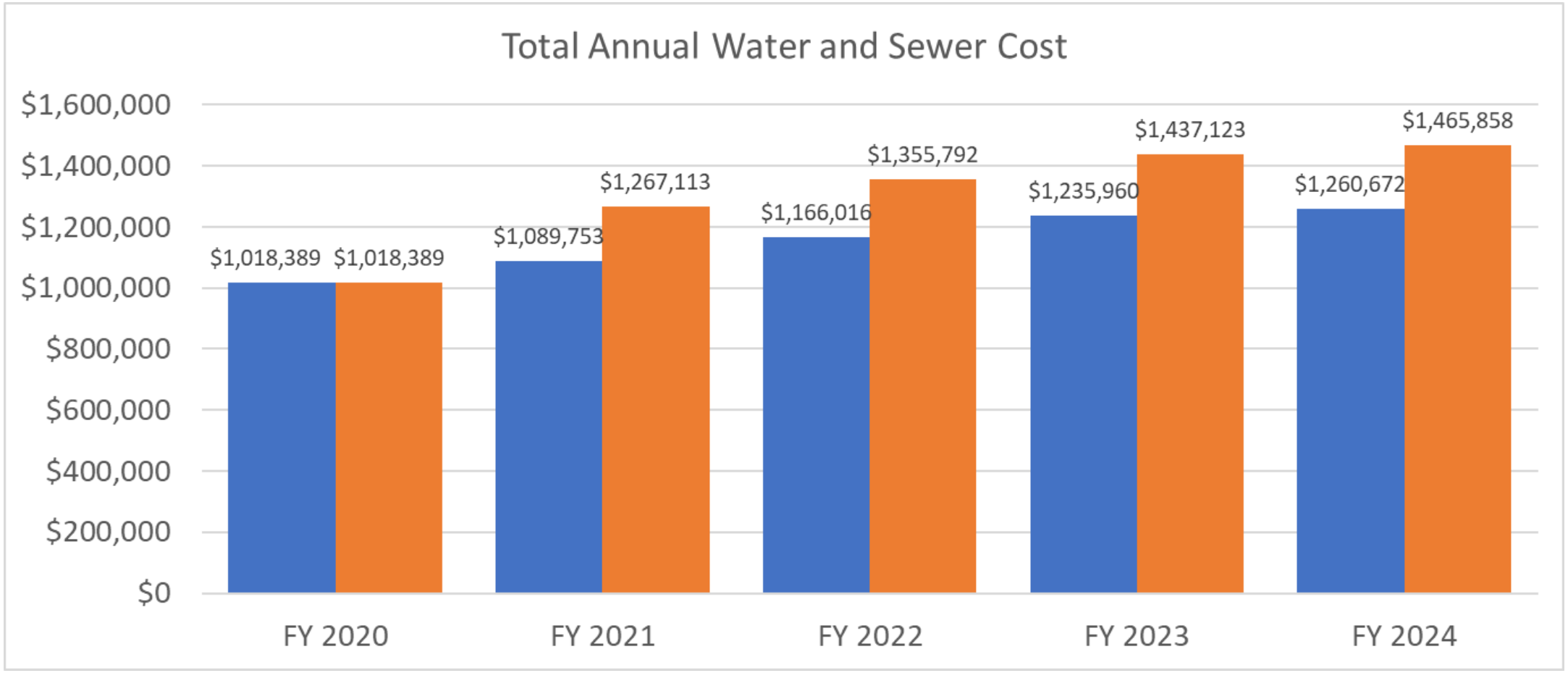
Customer Impacts – Hotel (41,181k gal/yr.)



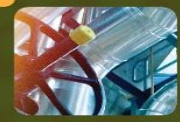
Customer Impacts – Industrial (64,592k gal/yr.)



Customer Impacts – Industrial (339,341k gal/yr.)






Thank you!

Questions / Discussion

Eric Callocchia, Executive Consultant
ecallocchia@newgenstrategies.net

911-A Commerce Road
Annapolis, MD 21401
410-266-9101

ECONOMICS STRATEGY STAKEHOLDERS SUSTAINABILITY

NewGen Strategies & Solutions

www.newgenstrategies.net

ACTION FORM

PROCEEDING: Council Committee of the Whole – Legislative, Finance & Administration Committee
DEPARTMENT OF ORIGIN: Fire/Robbins Hose **DATE SUBMITTED**: October 17, 2019
PREPARED BY: Chief Ronald Rhodes
SUBJECT: Replacement of 1997 Pierce Rescue
REFERENCE: Capital Investment Plan
RELATED PROJECT: N/A
REVIEWED BY: Donna Mitchell, City Manager
EXHIBITS: Bid Page – Atlantic Emergency Solutions
EXPENDITURE REQUIRED: $757,900 (est. $93,500 annual payments for 10 years) **AMOUNT BUDGETED**: $ 775,000 (est. $95,600 annual payments for 10 years) **FUNDING SOURCE (Dept./Page in CIP & Budget)**: Fire Department Budget
TIMETABLE: Upon approval the Apparatus will be ordered. Estimated Delivery would be mid-2020.
RECOMMENDED ACTION: Staff recommends approval of the purchase of 2020 Pierce Rescue/Pumper.

BACKGROUND AND ANALYSIS

In accordance with the CIP for fiscal year 2018/2019, the Robbins Hose Company is requesting the replacement of Rescue #1 a 1997 Pierce Rescue. The new apparatus will be a 2020 Pierce Rescue/Pumper, AKA Squad #1.

The apparatus was bid on September 15, 2019 Bid #20-0003FD. The City received one bid from Atlantic Emergency Solutions on October 16, 2019, in the amount of $757,900. The apparatus will be financed with a ten-year bank qualified tax-exempt loan. Annual payments will be reflected in future budgets. A Bond Resolution will be presented to City Council prior to the apparatus delivery. The estimated price of the vehicles was budgeted at $775,000. The annual loan payments will be budgeted in future budgets.

The Fire Chief will be present with the bid document.

ATLANTIC EMERGENCY SOLUTIONS

Pierce

BID PAGE

Pierce Enforcer Pumper Base Price	$ 757,900.00

121 Patriot Drive Middletown Delaware Toll Free: 800.442.9700
www.atlanticemergency.com

ACTION FORM

PROCEEDING: Council Committee of the Whole – Legislative, Finance & Administration Committee
DEPARTMENT OF ORIGIN: City Manager **DATE SUBMITTED**: October 17, 2019
PREPARED BY: Donna Mitchell, City Manager
SUBJECT: Kent Economic Partnership Service Agreement
REVIEWED BY: Donna Mitchell, City Manager
EXHIBITS: Agreement for Economic Development Services
EXPENDITURE REQUIRED: $50,000 annually **AMOUNT BUDGETED**: $ 50,000 (Mayor's Budget – Economic Development line item) **FUNDING SOURCE (Dept./Page in CIP & Budget)**: General Fund
TIMETABLE: Upon approval
RECOMMENDED ACTION: Staff recommends amending the current agreement to amend Article V. Duration and Extension to provide for an annual renewal with the approval of each fiscal year's budget.

BACKGROUND AND ANALYSIS

On September 18, 2018, the City entered into an agreement with Kent Economic Partnership (KEP) for economic development services through a public-private partnership model. The agreement has a provision for the duration and extension of the agreement as follows.

V. Duration and Extension

This agreement shall be in effect from October 1, 2018, until September 30, 2019. If mutually agreeable to City Council and KEP, this Agreement may be extended. Such extension will be documented by written amendment, duly signed and dated by both parties. However, either party may terminate this contract due to non-fulfillment with 60 day's prior written notice.

Staff recommends changing this Article to read –

This agreement shall be ~~in effect from October 1, 2018, until September 30, 2019~~ renewed annually on October 1 each year as approved in the then current fiscal year budget. ~~If mutually agreeable to City Council and KEP, this Agreement may be extended. Such extension will be documented by written amendment, duly signed and dated by both parties~~. However, either party may terminate this contract due to non-fulfillment with 60 day's prior written notice.

If City Council doesn't want to make the amendment as suggested, then staff is requesting authorization to renew for one year.

City of Dover
RECEIVED
SEP 24 2018
CITY MANAGER/MAYOR

AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES

THIS AGREEMENT, made and entered into the 18th day of Sept, 2018, by and between **THE CITY OF DOVER, DELAWARE**, a Delaware Municipal Corporation (herein after called "City") located within Kent County and whose mailing address is City Hall - 15 Loockerman Plaza Dover, DE 19903, organized and existing pursuant to the laws of the State of Delaware and the *Kent Economic Partnership, a non-profit organization (herein after called "KEP")* whose mailing address is 555 Bay Road, Dover, Delaware 19901.

WITNESSETH THAT:

WHEREAS, the City desires to acquire certain services from KEP in lieu of hiring additional permanent staff and expending additional City funds to accomplish these services; and

WHEREAS, the KEP desires to expand the economic prosperity of Kent County in its entirety and Dover through a public-private partnership model that includes funding from private sources, other municipalities and Kent County Levy Court; and

WHEREAS, KEP will in the coming year develop services and resources to serve the economic development needs of the entire Kent County community;

NOW, THEREFORE, the parties hereto have agreed and do agree as follows:

I. PURPOSE AND INTENT

The purpose of this Agreement is to procure certain economic development-related services for the City as hereinafter described and set out; to establish the methods, procedures, terms and conditions governing payment by the City for such services; and, to establish other duties, responsibilities, terms and conditions mutually undertaken and agreed to by the parties hereto in consideration of the services to be performed and monies paid.

II. SCOPE OF SERVICES

In consideration for the payment of $50,000 in accordance with Section III, the KEP shall provide the following economic development related services to the City and Kent County during the term of this agreement:

a. KEP Bylaws provide City with the ability to participate in decision making, including at least one seat on the KEP Board of Directors and additional representation on other KEP committees, task forces and teams;

b. KEP agrees to provide City with a breakdown of how the monies paid by the City to KEP is being used; The KEP Financial Report is included in the minutes and a copy of minutes will be sent to the City Manager.

c. KEP agrees to develop a system for managing, tracking and communicating leads on economic development-related activities and share access to this system with City;

d. City and KEP agree to work collaboratively to create and share a database of available commercial and industrial properties, buildings and sites.

e. KEP agrees to hold regular meetings between municipal and county Planners, Town and City Managers, local commercial real estate brokers, and other groups as may be determined for the purpose of encouraging economic development in Kent County;

f. City and KEP agree to hold quarterly meetings between the KEP Executive Director and the City Manager to provide status updates and get feedback;

g. KEP's Executive Director will provide a quarterly report to City detailing publicly available information on KEP activity, leads, wins and plans for the upcoming period;

h. KEP will provide City with quarterly financial reports and, when requested, presentations on KEP activity to the City Council.

i. KEP and City will jointly evaluate grants/loans/incentives related to economic development in Dover that will benefit both Kent County and the City.

III. CITY RESPONSIBILITIES

As KEP provides the economic development related services outlined above, the City will support the work of KEP in the following ways:

a. City will provide a prompt response to KEP related to inquires/leads, requests for information, and all other communications;
b. City will provide assistance with applying for grants/loans/incentives related to economic development activities when there is a clear benefit for Kent County and the City, as determined by the City Manager and/or City Council;
c. City will provide tours of available land, properties, etc. to KEP, prospective businesses, sites selectors and/or community stakeholders for the purpose of encouraging economic development;

IV. METHOD OF PAYMENT

Payment for services will be made by the City in Four (4) quarterly payments of $ 12,500, with the first payment starting on October 15, 2018 and payments as follows: January 15, 2019; April 15, 2019; July 15, 2019. The maximum total amount payable by the City under this agreement is $50,000 as detailed in the SCOPE OF SERVICES (Section II of this contract), and no greater amount shall be paid. KEP will make available all receipts if requested by the City.

V. DURATION AND EXTENSION

This Agreement shall be in effect from October 1, 2018, until September 30, 2019. If mutually agreeable to City Council and KEP, this Agreement may be extended. Such extension will be documented by written amendment, duly signed and dated by both parties. However, either party may terminate this contract due to non-fulfillment with 60 day's prior written notice.

VI. REQUIREMENTS

a. Non-Discrimination: KEP will not discriminate against any employee, business, prospective business or investor because of race, creed, color, religion, citizenship status, gender, age, national origin, ancestry, disability, sexual orientation, gender identity or expression, marital status, pregnancy, military veteran status, political beliefs or affiliation, genetic history, or other characteristic protected by law. These protections apply to all areas of employment, including *recruitment, hiring, training and development, promotion,* transfer, dismissal, layoff, compensation, benefits, social and recreational programs.
b. Compliance with Law: All parties shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.
c. Conflicts of Interest / Political Activity:
    i. The elected officials, public officials, employees and agents of the City shall comply with all applicable laws and regulations relating to conflicts of interest with regard to the work and compensation covered by this Agreement.
    ii. The board members, officials, employees and agents of KEP shall comply with all applicable laws and regulations relating to conflicts of interest with regard to the work and compensation covered by this Agreement.
    iii. KEP shall not use the compensation paid through this Agreement for political activities or legislative activities. For the purpose of this Agreement, the terms "political activities" and "legislative activities" shall have the meanings ascribed to them by the Internal Revenue Service.
d. KEP is not authorized or empowered to make any commitments or incur any obligation on behalf of the City, but merely to provide the services provided for herein as an independent contractor.

VII. TERMINATION

Either party may terminate this Agreement, with or without cause, upon 60 written notice to the other party.

VIII. INDEMNITY

City shall indemnify, defend, and hold harmless KEP from any and all suits, claims, demands, or actions arising from actions taken in connection with City's agreement for economic development related services. KEP shall indemnify, defend, and hold harmless the City from any and all suits, claims, demands, or actions arising from actions taken in connection with KEP's agreement to provide economic development related services.

IX. NOTICE

All notices, requests, demands and other communications, required or permitted under this Agreement shall be in writing, signed by or on behalf of the person giving such notice and shall be addressed to the following persons:

CITY:	KENT ECONOMIC PARTNERSHIP:
Donna Mitchell, City Manager	Linda Parkowski, Executive Director
15 Loockerman Plaza	555 Bay Road
Dover, DE 19903	Dover, DE 19901

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first written above.

Witness

CITY OF DOVER

Witness

KENT ECONOMIC PARTNERSHIP