CITY OF DOVER, DELAWARE
COUNCIL COMMITTEE OF THE WHOLE MEETING
Tuesday, March 09, 2021 at 6:00 PM

Virtual via WebEx

AGENDA

Public comments are welcomed on any item and will be permitted at the appropriate time. When possible, please notify the City Clerk (736-7008 or email at cityclerk@dover.de.us) should you wish to be recognized.

VIRTUAL MEETING NOTICE

This meeting will be held electronically. Public participation information is as follows:

Dial: 1-408-418-9388
Link: https://rb.gy/0tjp0w
Event number: 129 893 8602
Event password: DOVER (if needed)

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CALL THE COUNCIL COMMITTEE OF THE WHOLE MEETING TO ORDER

LEGISLATIVE, FINANCE, AND ADMINISTRATION COMMITTEE

ADOPTION OF THE AGENDA

ACTIONABLE ITEMS

1. **Evaluation of Proposals - Roof And Gutter Replacement at Weyandt Hall**

   (Staff recommendation: Award the Roof and Gutter Replacement at Weyandt Hall to Quality Exteriors, INC. as per the proposal submitted in response to RFP #21-022FM)

2. **Proposed Ordinance #2021-06 Amending Chapter 102 – Taxation, Article IV – Abatement of Real Estate Taxes, Section 102-113 – 4 Qualifications, (b)(2) – Qualifying Industry/Businesses by Investment**

   (Staff recommendation: Adoption of Ordinance #2021-06)

Legislative, Finance, and Administration Committee (Continued)

3. **Membership - Community Reinvestment Association**

ADJOURNMENT OF THE LEGISLATIVE, FINANCE, AND ADMINISTRATION COMMITTEE MEETING

PARKS, RECREATION, AND COMMUNITY ENHANCEMENT COMMITTEE

ADOPTION OF THE AGENDA (ACTIONABLE AND INFORMATIONAL ITEMS)

ACTIONABLE ITEMS

4. **Silver Lake Kayak Launch Project**

   (Staff recommendation: Approve the plan for the kayak launch area as recommended by the Silver Lake Commission)

INFORMATIONAL ITEMS

5. **Annual Report from Silver Lake Commission**

6. **Update on the Request to Delaware Congressional Delegation Regarding Disposition and Maintenance of Wetland Pond Adjacent to Pat Lynn Drive at the Site of the Proposed New Middle Schools**

7. **Presentation - Strategic Framework for Community and Economic Development** (Ms. Georgeanna Windley)

8. **Presentation - Bayhealth Hospital - Strategic Facilities Master Plan** (Mr. John Van Gorp, Bayhealth Senior Vice President of Planning and Business Development)

ADJOURNMENT OF THE PARKS, RECREATION, AND COMMUNITY ENHANCEMENT COMMITTEE MEETING

ADJOURNMENT OF THE COUNCIL COMMITTEE OF THE WHOLE MEETING

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 – Legislative, Finance and Administration Committee
DEPARTMENT OF ORIGIN: Central Services/Facilities **DATE SUBMITTED**: 2/23/2021
PREPARED BY: Michael C. Hamlett, Central Services Director
SUBJECT: Evaluation of Proposals – Roof and Gutter Replacement at Weyandt Hall
REFERENCE: N/A
RELATED PROJECT: N/A
APPROVALS: Matthew Harline, Assistant City Manager / Lori Peddicord, Controller
EXHIBITS: Exhibit A – Draft Contract for Roof and Gutter Replacement
EXPENDITURE REQUIRED: $247,480.47 **AMOUNT BUDGETED**: $300,000 **FUNDING SOURCE (Dept/Page in CIP & Budget)**: Electric Revenue Page #143
TIMETABLE: Contract to be executed March 23, 2021.
RECOMMENDED ACTION: Staff recommends awarding the Roof and Gutter Replacement at Weyandt Hall to Quality Exteriors, INC. as per the proposal submitted in response to RFP #21-022FM.

BACKGROUND AND ANALYSIS

Proposals were solicited and advertised according to City of Dover Purchasing Policy by the City's Contract and Procurement Manager under RFP #21-0022FM. The Request for Proposal was delivered to five (5) contractors of which one (1) was obtained through the State of Delaware Directory of Certified Businesses and submissions were received from five (5) vendors, Quality Exteriors, D.A. Nolt, Detwiler Roofing, P&C Roofing, and H.K. Griffith.

The proposals were evaluated based on work experience with similar projects to include any government or municipal experience and references; staffing qualifications and utilization of the firm's employees assigned to the provision of these services, including previous work experience; the overall cost of the proposal; the firm's ability to perform the services required and to meet the requirements of the project (i.e. staffing levels, adequacy of firm's financial responsibility and credit worthiness); their geographical location in relation to the City of Dover as well as provide a reasonable timeline for completion as outlined. Performance bonds are required upon acceptance of each proposal.

Each proposer provided the requested information as outlined except for P&C Roofing who failed to provide any experience. The four (4) remaining vendors provided in depth proposals and proved to all be more than competent to provide the outlined requested services. The evaluation came down to two (2) main components which was cost and geographical location to the City of Dover. Quality Exteriors provided the lowest cost proposal while also claiming Rule #2 under Local Vendor Preference residing in Kent County Delaware. By unanimous selection, Quality Exteriors was selected as the best candidate for this project.

CONTRACTOR	LOCATION	AVERAGE EVALUATED SCORE	TOTAL COST
D A Nolt	Berlin, NJ	63	$545,976.00
Detwiler Roofing	East Earl, PA	77	$430,000.00
H K Griffith	Newark, DE	93	$275,250.00
P & C Roofing	New Castle, DE	62	$289,950.00
Quality Exteriors	**Harrington, DE**	**99**	**$247,480.47***

* - Quality Exteriors claimed local vendor preference

As such, it is recommended that Quality Exteriors be awarded the contract for Roof and Gutter Replacement at Weyandt Hall which will consist of the removal and abatement of asbestos shingles, the installation of synthetic slate shingles to match City Hall, and the replacement of all gutters to match the existing design for the cost of $247,480.47. The proposer has recommended two (2) start dates, April 30th and May 10th with an anticipated duration of six (6) weeks.

The requested payment schedule is as follows:
1st Payment upon erection of the scaffolding system and Slate shingle material delivered to site: $113,817.77 due, 2nd payment upon completion of slate Abatement and new Slate installation: $62,080.90 due, 3rd payment upon completion of all work and removal of scaffolding: $71,581.80 due
Total Contract Price: $247,480.47

QUALITY EXTERIORS

ABOUT

The story of Quality Exteriors began in 1982 when Michael (Mike) Makdad established the company by seizing opportunities and applying hard work to achieve his goals. With a high school education and no valid driver's license that any viable business would need to succeed, Mike sought out his most trusted friends to set up shop at the age of 24. He had 7 years of experience in the roofing trade when his team started a journey to build a new business.

Mike's integrity, honesty, and exceptional workmanship was recognized by several larger local contractors. Developers Ernie Davidson of Kent Construction, Loyola Federal "The Meadows", and Simpler Lumber Company gave this small company a chance to expand. Mike embraced these opportunities and through much hard work and determination to succeed Quality Exteriors Inc. quickly grew.

Today, Quality Exteriors Inc. performs a variety of commercial/industrial work. We are certified installers of most leading roof system manufacturers; we install decorative and architectural metal/custom formed; we specialize in roof system evaluations and consultation; we offer repair and maintenance plans for many roofing products; we provide metal fabrication work and install standing seem roof systems; we are experienced in the application of architectural siding and custom wall panels; and, we install walking deck systems.

After serving the community for over 35 years, Mike's goal to ensure customer satisfaction through quality workmanship remains as it did in the beginning. We take pride in our community, offering employment opportunities and serving local organizations. (And he obviously has a driver's license.)

"My measurement of success has first and foremost been to do quality work for our customers and to ensure our crew is well prepared. After that everything generally falls into place."

OUR TEAM

Fully insured and bonded, Quality Exteriors, Inc. can put our expertise to work on your next commercial project. Let us show you what excellence in service and quality roof-building for a fair price is all about.

MICHAEL I. MAKDAD, President and Owner
M. JASON STALLINGS, Vice-President, Lead Estimator
DOUGLAS (DOUG) STEPHENS, Project Manager/Estimator
PEGGY SCHULTIES, Administrative Assistant
DAVIS GANNON, Field Superintendent
LEWIS (HOPPY) MURPHY, Field Superintendent
MARTIN (MARTY) MACDOUGALL, Field Supervisor
ABE JOHNSON, Field Supervisor
ALFREDO (FREDDY) HERNANDEZ, Field Supervisor

QUALITY EXTERIORS, INC.
60 Hopkins Cemetery Rd
Harrington, Delaware 19952
302-398-9283 • Send A Message

EXHIBIT A

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of the _____day of_____in the year 2021, between The City of Dover, a Delaware Municipal Corporation, whose address is 15 Loockerman Plaza, Dover, Delaware 19901 (hereinafter referred to as the CITY), and **Quality Exteriors**, whose address is, **60 Hopkins Cemetery Road, Harrington, DE 19952** (hereinafter referred to as the CONTRACTOR).

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. SERVICES

The CONTRACTOR shall perform the following services: **SEE REQUEST FOR PROPOSAL WEYANDT HALL ROOF AND GUTTER REPLACEMENT FOR THE CITY OF DOVER RFP NO.: 21-0022FM AND THE SUBMITTED PROPOSAL FORM.** Nothing herein shall limit the CITY's right to obtain proposals or services from other professionals for similar projects at any time the CITY so chooses.

2. INDEMNIFICATION

The CONTRACTOR, and any agent or subcontractor, shall defend, indemnify and hold harmless the CITY and its officials, officers, board members, council members, commissioners, representatives, employees, agents, and contractors, against any and all liability, costs, damages, fines, taxes, special charges by others, penalties, payments (including payments made under any Workers' Compensation Laws or under any plan for employees' disability and death benefits), and expenses (including reasonable attorney fees of the CITY and all other costs and expenses of litigation). Claims arising in any way, including any act, omission, failure, negligence or willful misconduct, in connection with the work, construction, maintenance, repair, presence, use, or operation by the CONTRACTOR, or the CONTRACTOR's officers, directors, employees, agents, and sub-contractors, shall be responsible for Claims. Such Claims include, but are not limited to, the following:

a. Intellectual property infringement, libel and slander, trespass, unauthorized use of television or radio broadcast programs and other program material, and infringement of patents;

b. Cost of work performed by the CITY that was necessitated by the CONTRACTOR's failure, or the failure of the CONTRACTOR's officers, directors, employees, agents, or sub-contractors, to perform work, or maintain CITY facilities in accordance with the requirements and specifications of this Agreement, or from any other work authorized under this Agreement;

c. Damage to property, injury to or death of any person arising out of the performance or nonperformance of any work or obligation undertaken by the

CONTRACTOR, or CONTRACTOR's officers, directors, employees, agents, and sub-contractors, pursuant to this Agreement;

3. PROCEDURE FOR INDEMNIFICATION

a. The CITY shall give notice promptly to the CONTRACTOR of any claim or threatened claim, specifying the factual basis for such claim and the amount of the claim. If the claim relates to an action, suit or proceeding filed by a third party against the CITY, the notice shall be given to the CONTRACTOR by the CITY no later than ten (10) calendar days after written notice of the action, suit or proceeding was received by the CITY.

b. Failure to timely give the required notice will not relieve the CONTRACTOR from its obligation to indemnify the CITY unless the CITY is materially prejudiced by such failure.

c. The CITY will have the right at any time, by notice to the CONTRACTOR, to participate in or assume control of the defense of the claim with counsel of its choice, which counsel must be reasonably acceptable to the CONTRACTOR. The CONTRACTOR agrees to cooperate fully with the CITY. If the CITY so assumes control of the defense of any third-party claim, the CONTRACTOR shall have the right to participate in the defense at its own expense. If the CONTRACTOR does not so assume control or otherwise participate in the defense of any third-party claim, it shall be bound by the results obtained by the CITY with respect to the claim.

d. If the CITY assumes the defense of a third-party claim as described above, then in no event will the CITY admit any liability with respect to, or settle, compromise or discharge, any third-party claim without the CONTRACTOR's prior written consent, and the CONTRACTOR will agree to any settlement, compromise or discharge of any third-party claim which the CITY may recommend which releases the CITY completely from such claim.

e. Municipal Liability Limits. No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by either entity of any applicable State limits on municipal liability.

f. Disclaimer. The CITY makes no express or implied warranties with regard to its structures, fixtures, materials, or other equipment, all of which are hereby disclaimed. The CITY makes no other express or implied warranties, except to the extent expressly set forth in this Agreement. The CITY expressly disclaims any implied warranties of merchantability or fitness for a particular purpose

g. Duty to Competent Supervision and Performance. The CONTRACTOR shall ensure that its employees, servants, agents, and subcontractors have the necessary qualifications, skill, knowledge, training, and experience to protect themselves, their fellow employees, employees of the CITY, and the general public, from harm or injury while performing work permitted pursuant to this Agreement. In

addition, the CONTRACTOR shall furnish its employees, servants, agents, and subcontractors with competent supervision and sufficient and adequate tools and equipment for their work to be performed in a safe manner.

h. Duty to Inform. The CONTRACTOR further warrants that it understands the imminent dangers (INCLUDING SERIOUS BODILY INJURY OR DEATH FROM FALLING) inherent in the work necessary to perform the work expected under this agreement by the CONTRACTOR's employees, servants, agents, contractors or subcontractors, and accepts as its duty and sole responsibility to notify and inform the CONTRACTOR's employees, servants, agents, contractors or subcontractors of such dangers, and to keep them informed regarding same.

4. INSURANCE

a. Policies Required. At all times during the term of this Agreement, the CONTRACTOR shall keep in force and affect all insurance policies as described below:

b. Worker's Compensation and Employers' Liability Insurance. Statutory worker's compensation benefits and employers' liability insurance with a limit of liability no less than that required by Delaware law at the time of the application of this provision for each accident. This policy shall be endorsed to include a waiver of subrogation in favor of the City of Dover. The CONTRACTOR shall require subcontractors and others not protected under its insurance to obtain and maintain such insurance.

c. Commercial General Liability Insurance. Policy will be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, broad form property damage, independent contractor's coverage with limits of liability not less than $1,000,000 general aggregate, $1,000,000 products/completed operations aggregate, $1,000,000 personal injury, $2,000,000 each occurrence.

d. Automobile Liability Insurance. Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limits of liability not less than $1,000,000 each occurrence, $1,000,000 aggregate.

e. Qualification; Priority; Contractors' Coverage. The insurer must be authorized to do business under the laws of the State of Delaware. Such insurance will be primary. All contractors and all of their subcontractors who perform work on behalf of the CONTRACTOR shall be responsible for carrying, in full force and effect, worker's compensation and employer's liability, and automobile liability insurance coverage.

f. Certificate of Insurance; Other Requirements. At the execution of this Agreement and prior to each insurance policy expiration date during the term of this Agreement, the CONTRACTOR will furnish the CITY with a Certificate of Insurance with the CITY named as an additional insured. The Certificate shall reference this

Agreement and worker's compensation and property insurance waivers of subrogation required by this Agreement. The CITY shall be given thirty (30) calendar days advance notice of cancellation or nonrenewal of insurance during the term of this Agreement.

g. Limits. The limits of liability set out in this Agreement may be increased by mutual consent of the parties, which consent will not be unreasonably withheld by either party, in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal or other governmental compensation plans, or laws which would materially increase the CITY's exposure to risk.

h. Deductible/Self-insurance Retention Amounts. The CONTRACTOR shall be fully responsible for any deductible or self-insured retention amounts contained in its insurance program or for any deficiencies in the amounts of insurance maintained.

5. CODES, LAWS, AND REGULATIONS

The CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

6. PERMITS, LICENSES, AND FEES

The CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR's performance of the Scope of Services.

7. ACCESS TO RECORDS

The CONTRACTOR will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Said records will be available for examination by the CITY during the CONTRACTOR's normal business hours. Said records will be maintained for a period of three (3) years after the date of the invoice.

8. CONTINGENT FEES PROHIBITED

The CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

9. PAYMENT

All requests for payment shall be accompanied by supporting documentation which will include proof of the work performed in accordance to the Contract Documents and other CITY required supporting documentation. Any reimbursement for expenses shall include receipts or copies of the invoices. No other costs or services shall be billed to the CITY.

10. INDEPENDENT CONTRACTOR

The CONTRACTOR is an independent contractor and as such will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this agreement.

11. ASSIGNMENT

Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

12. NO THIRD PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.

13. JURISDICTION

The laws of the State of Delaware shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Kent County, Delaware.

14. TERM AND TERMINATION

All or part of this Agreement may be terminated by the CITY for its convenience on thirty (30) days written notice to the CONTACTOR. In such event, the CONTACTOR will be entitled to compensation for services competently performed up to the date of termination. In the event of termination not the fault of the CONTACTOR, the CONTACTOR shall be compensated for with Reimbursable Expenses then due and all Termination Expenses.

15. CONTACT PERSON

The primary contact person under this Agreement for the CONTACTOR shall be:

Name: Jason Stallings

Phone: 302-398-9283

Address: 60 Hopkins Cemetery Road, Harrington, DE 19952

The primary contact person under this Agreement for the CITY shall be:

Name: Larry E. Schrock, Central Services Department Fleet and Facilities Manager

Phone: 302-736-7069

Address: P.O. Box 475, Dover, DE 19903

16. APPROVAL OF SERVICE PERSONNEL

The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of the CONTRACTOR pursuant to this Agreement. If the CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of the CONTRACTOR pursuant to this Agreement, the CITY may require the CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the services hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

(CONTRACTOR)	CITY OF DOVER
By: Jason Stallings	By: Randy Robertson
Title: Vice President	Title: City Manager
Signature: _____	Signature: _____
Date: _____	Date: _____

CITY OF DOVER ORDINANCE #2021-06

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

That Chapter 102 - Taxation, Article IV – Abatement of Real Estate Taxes, Section 102-113 – Qualifications, (b)(2) - Qualifying Industry/Businesses by Investment be amended by inserting the text indicated in bold, blue font as follows:

ARTICLE IV. - ABATEMENT OF REAL ESTATE TAXES

Sec. 102-111. - Purpose.

In the opinion of city council, the abatement of city real estate taxes for certain qualifying industries and businesses defined herein best promotes the public welfare by providing incentives for them to expand or locate in the city, thereby creating new employment opportunities for the citizens of the city and ultimately strengthening the city's tax base.

In the opinion of council of the City of Dover, the abatement of city real estate taxes for certain qualifying homeowners in certain designated areas of the city thus promotes the public welfare by providing incentives for these homeowners to purchase residences and locate in these areas in the city.

(Code 1981, § 19.5-31; Ord. of 12-11-2000; Ord. of 8-8-2005(2); Ord. No. 2014-01, 2-10-2014)

Sec. 102-112. - Authority.

Article VIII, section 1 of the constitution of the state provides that real property located within the boundaries of any incorporated municipality may be exempted from municipal property tax by the municipality when, in the opinion of the municipality, it will best promote the public welfare.

(Code 1981, § 19.5-32; Ord. of 12-11-2000)

Sec. 102-113. – Qualifications.

(a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Control with respect to a corporation means ownership, directly or indirectly, of stock possessing 50 percent or more of the total combined voting power of all classes of the stock of such corporation entitled to vote and 50 percent or more of the shares of such corporation entitled to vote and 50 percent or more of the total number of shares of all other classes of such corporation's stock.

Control with respect to a trust means ownership, directly or indirectly, of 50 percent or more of the beneficial interest in the principal or income of such trust. The ownership of stock in a corporation, of a capital of profits interest in a partnership or association, or of a beneficial

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interest in a trust shall be determined in accordance with the rules for constructive ownership of stock provided in section 267(c) of the Internal Revenue Code (26 USC 267(c)).

Expanded facility means any qualified property that is modified with an improvement or addition (other than a replacement resulting from the acquisition, construction, reconstruction, installation, or erection of improvements or additions resulting from repairing, refurbishing, retooling, recycling, or other similar process or procedure that merely preserves or restores the value of an existing facility and not including any improvement or addition that, in the determination of the council, does not constitute an integral part of a qualified activity), if such improvements or additions are placed in service by the taxpayer after January 1, 2001. Abatement will only be to the extent of the taxpayer's qualified investment in such improvements or additions.

Large vacant commercial facility means a building of 20,000 square feet or larger and vacant continuously for 18 months or more.

New facility means any qualified facility (other than an expanded facility or a replacement facility) constructed by the taxpayer after January 1, 2001. For the purposes of this article, the term "constructed" means the issuance of a building permit for $1,000,000.00 or more with regards to subsection (b)(1) of this section, and the issuance of a building permit for $3,000,000.00 or more with regards to subsection (b)(2) of this section.

Placed in service and *original use* have the meanings ascribed to such terms under section 167 of the Internal Revenue Code (26 USC 167) and regulations promulgated thereunder.

Qualified activity means any activity constituting manufacturing (other than any repair, refurbishing, retooling, recycling or other similar process or procedure that merely preserves or restores the value of a product or that does not change the inherent nature of a product or material). Such term includes any activity engaging in business as a wholesaler; the CCBA and any subsequent legislation as enacted by the state; any home offices and operating units of insurance companies; and any combination of activities described herein.

Qualified employee means any person employed within the city/county on a regular and full-time basis.

Qualified facility means any qualified property located in the city that constitutes a new or an expanded facility, located within the industrial park manufacturing district, industrial park manufacturing 2 district, **industrial park manufacturing 3 district,** or manufacturing district, and that is used by a taxpayer in or in connection with a qualified activity.

Qualified investment for any taxable year is based on the value of a qualified facility as of the last business day of such taxable year.

Qualified property means any building and its structural components, and any other improvement to real property. Such term includes the land on which such building or other improvements are located, if ownership of said land and structural improvements is identical. If any property is owned or leased by the taxpayer in common with any other person or persons, such property may constitute "qualified property" only to the extent of the taxpayer's proportionate interest.

Related person means a corporation, partnership, association, or trust controlled by the taxpayer; or an individual, corporation, partnership, association, or trust that is in control of

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the taxpayer; or a corporation, partnership, association, or trust controlled by an individual, corporation, partnership, association, or trust that is in control of the taxpayer.

(b) *Established.* Industries/businesses may qualify for property tax abatement either by meeting the industry function qualifications detailed in the following subsection (b)(1) or the investment qualifications detailed in the following subsection (b)(2) or the occupancy qualifications detailed in the following subsection (b)(3):

(1) *Qualifying industries/businesses by function.*

a. Manufacturers and financial institutions as defined by the FCDA, CCBAA, and subsequent legislation and home offices and operating units of insurance companies shall be qualifying industries, including, but not be limited to, distributors, transportation (air, rail, barge, truck), printing and publishing, and food processing.

b. *Investment and employees.* The qualifying industry must invest at least $1,000,000.00 in a qualifying new or expanded facility in the city and hire at least 20 qualified employees (including owners/operators), 75 percent of whom shall be city/county residents not employed by the qualifying industry/activity at the time of its relocation/expansion within the city. The council may, at the time of application, reduce the 75 percent requirement to a lesser percentage, but not less than 50 percent. The qualifying industry agrees to supply information verifying compliance with this section in whatever legally acceptable manner the council shall so request.

(2) *Qualifying industry/businesses by investment.* Industries/businesses that do not meet the qualifications as specified in subsection (b)(1) of this section can nevertheless qualify for property tax abatement by investing a minimum of $3,000,000.00 in a new or expanded facility in the city located within the industrial park manufacturing district, industrial park manufacturing 2 district, **industrial park manufacturing 3 district,** or the manufacturing district, and hire at least 15 qualified employees (including owners/operators), 75 percent of whom shall be city/county residents not employed by the qualifying industry/activity at the time of its relocation/expansion within the city. The council may, at the time of application, reduce the 75 percent requirement to a lesser percentage, but not to less than 50 percent. The qualifying industry agrees to supply information verifying compliance with this section in whatever legally acceptable manner the council shall so request.

(3) *Qualifying industry/business by occupying a large vacant commercial facility.* Entities that do not qualify for property tax abatement under subsection (b)(1) or (b)(2) can qualify for property tax abatement by (a) purchasing a large vacant commercial facility if the purchase of the large vacant commercial facility will result in the employment of 15 or more full-time employees; or (b) leasing a large vacant commercial facility if the initial lease term is at least ten years, the lease of the large vacant commercial facility will result in the employment of 15 or more full-time employees, and the occupying tenant submits a letter of intent to lease and requests the abatement for either their own benefit when the tax burden is the responsibility of the tenant, or on behalf of the owner when the tax burden is the responsibility of the owner. The demolition of a large vacant building and the construction of a new replacement 20,000 square feet or greater that meets the

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conditions of [subsection] (b)(3) of section 102-113, Qualifications, shall qualify for abatement.

(c) *Benefits.*

(1) The council may abate city real estate taxes on a ten-year sliding scale as follows, or upon any other scale or method deemed most advantageous by the council for the public welfare:

Fiscal Year Construction Ended	100 percent reduction of taxes
First year of operation	90 percent reduction of taxes
Second year of operation	80 percent reduction of taxes
Third year of operation	70 percent reduction of taxes
Fourth year of operation	60 percent reduction of taxes
Fifth year of operation	50 percent reduction of taxes
Sixth year of operation	40 percent reduction of taxes
Seventh year of operation	30 percent reduction of taxes
Eighth year of operation	20 percent reduction of taxes
Ninth year of operation	10 percent reduction of taxes
Tenth year of operation	0 percent reduction of taxes

(2) Unless otherwise directed by the council, year one of the abatement period will commence with the first property tax billing following the completion of the qualifying new or expanded facility and the meeting of all requirements as detailed in subsections (b)(1) and (b)(2) of this section. Abatement for expanded facilities will be limited to expansion value only.

(3) All quarterly property taxes for new construction, as defined in section 49A of the city Charter, will likewise be abated for qualifying new or expanded facilities.

(4) The property tax abatement program will have no effect on both citywide revaluations of property values for taxation purposes and the institution of those new values.

(d) Any persons purchasing residential real property in which they will reside within the downtown redevelopment high priority target area defined in Appendix C shall be given tax relief from the payment of real estate taxes in the following manner: first year of ownership, total tax abatement; second year of ownership, 75 percent tax abatement; third year of ownership, 50 percent tax abatement; fourth year of ownership, 25 percent tax abatement; fifth year of ownership, no tax abatement. Provided however that the homeowner is required to occupy the home as their principal place of residence during the entire time that the taxes are abated and if the property ceases to be their principal place of residence at any time during the four-year period of abatement, then they shall lose their right of abatement and shall be required to pay immediately all taxes abated up to the time that the home ceases to be their principal residence. In order to obtain the tax abatement, the homeowner must make

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application by affidavit submitted to the city assessor showing qualification for the abatement and each year thereafter, submit a similar affidavit showing their continued right to the abatement. If qualification for the abatement ceases within the four-year period of abatement the homeowner is required to notify the city assessor of the lack of qualification for the abatement and within 90 days from the date the qualification ceases, pay all taxes abated in the past.

First year of owner occupancy	100 percent reduction of taxes
Second year of owner occupancy	75 percent reduction of taxes
Third year of owner occupancy	50 percent reduction of taxes
Fourth year of owner occupancy	25 percent reduction of taxes
Fifth year of owner occupancy	0 percent reduction of taxes

(Code 1981, § 19.5-33; Ord. of 12-11-2000; Ord. of 8-8-2005(3); Ord. No. 2011-11, 7-11-2011; Ord. No. 2011-17, 8-8-2011; Ord. No. 2015-03, 2-23-2015 ; Ord. No. 2019-20 , 1-13-2020)

Sec. 102-114. – Application process.

(a) *Letter.* An initial application for abatement shall be by letter sent to the city assessor by the taxpayer, specifying the exact provisions under which the applicant qualifies (i.e., type of industry, financial investment, level of city/county resident staffing, level of ownership and control, etc.).

(b) *Time of application.* Applications may be made at any time prior to the issuance of a certificate of occupancy for the subject property. Applications for tax abatement received after the certificate of occupancy for a subject property has been issued will be rejected.

(c) *Notice.* The city assessor shall notify the applicant within 30 days if the project would meet all conditions for approval.

(d) *To council.* After a certificate of occupancy is issued for the subject property, the city assessor shall determine if all qualifications for a tax abatement have been met. When so satisfied, the city assessor shall present the abatement request, with all qualifying documentation, to the city council for approval.

(e) *Extension.* When the applicant cannot meet all qualifications for tax abatement at the time the certificate of occupancy is issued, an automatic 24-month approval extension shall be activated. If qualifications remain unfulfilled at the expiration of the approval extension, the abatement application will be denied by the city assessor.

(f) *Statement of compliance.* The council shall require an annual statement of compliance as a condition to remain eligible for the abatement program. The statement, due by April 15 of each year, shall be used to ensure continued fulfillment of all abatement qualifications. Failure to submit a requested statement of compliance shall disqualify any participation in the abatement program for the property tax billing following the missed April 15 deadline. The

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reduction of taxes percentage for the disqualified billing year will be extinguished as unused, with the next lower percentage becoming available for the following tax year.

(Code 1981, § 19.5-34; Ord. of 12-11-2000)

Sec. 102-115. – Termination of ownership.

If, prior to the expiration of the ten-year abatement period, the qualifying facility is sold to a non-associated outside party, the council has the option to both cancel all remaining years of the abatement program for the facility, and/or require the selling party to reimburse the city for all tax abatement amounts allowed. The acceptance of any tax rebates under this article constitutes acceptance of this reimbursement provisions.

(Code 1981, § 19.5-35; Ord. of 12-11-2000)

Sec. 102-116. – Affordable apartment housing complexes.

(a) A multifamily apartment complex which meets all of the following criteria shall be entitled to a five-year phase-in of real property taxes:

(1) It must consist of no less than 30 units.

(2) It must be required by a deed restriction or other legal document to lease not less than 80 percent of the residential units located therein to persons whose annual income is 60 percent or less of area median income adjusted by household size as defined by the Federal Department of Housing and Urban Development (HUD) for Kent County, Delaware.

(3) It must have been approved by the Delaware State Housing Authority (DSHA) for financing of new construction, or DSHA-defined substantial rehabilitation of existing housing; and, acquisition if DSHA-defined substantial rehabilitation is being done.

(b) The phase-in of real property taxes shall be in accordance with the following table:

Year of Operation	Reduction of Taxes (Percent)
1	100
2	75
3	50
4	25
5	0

(c) Unless otherwise directed by the council, year one of the abatement period begins in the tax year after the completion of the new construction or rehabilitation of existing housing.

DRAFT

(d) All quarterly property taxes for new construction, as defined in section 49A of the City Charter, will likewise be abated for apartment complexes that meet the aforementioned criteria.

(e) This property tax abatement program will have no effect on both citywide revaluations of property values for taxation purposes and the institution of those new values.

(f) Any person who purchases a property for which an application for the abatement was made, or for which the abatement was approved, will have the rights and benefits of the application or approved abatement.

(g) The approval of all abatements under this program shall be by the city assessor. Notice of action taken in determining entitlement to the abatement shall be given to the property owner. The property owner shall have rights of appeal as outlined in section 47 of the Dover City Charter.

(Ord. of 7-10-2006)

Sec. 102-117. – Construction of new facility.

(a) *Tax abatement benefit.* During the construction of a new facility or an expanded facility, meaning after the issuance of a building permit and prior to the issuance of a certificate of occupancy, improvements less than 100 percent complete by January 1 shall be eligible for an abatement of city real estate taxes.

(b) *Application; eligibility.*

(1) Separate application under this subsection shall be submitted to the office of the assessor pursuant to the requirements of subsection 102-114(a) no later than 30 days after notice of eligibility is issued.

(2) Applicants must certify that they are in good standing pursuant to section 1-13 of the City Code. All construction must be active at the time of application.

(c) *Limitation on applicability.*

(1) Abatement under this subsection may not exceed a period of 12 months.

(2) Notwithstanding other provisions of this subsection, the abatement period may, at the discretion of the assessor, be extended for a period not to exceed an additional 12 months for good cause shown. Good cause includes, but is not limited to, increase in the scope of the project, acts of nature, and, as long as no party with control of the new facility is at fault, fire or vandalism. Abandonment of a project shall not be considered good cause.

(d) *Right to appeal.* Any aggrieved taxpayer shall have the right to appeal the decision of the assessor to the city council. Appeals must be filed with the council not more than ten days after the date the written decision of the assessor is issued.

(Ord. No. 2011-02, 2-14-2011)

DRAFT

Sec. 102-118. - Revocation of eligibility.

The beneficiary of the incentives provided by this article 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.

For the purposes of this section, 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)

Secs. 102-119—102-150. - Reserved.

ADOPTED: *

S:\ORDINANCES\2021\DRAFT\ORDINANCE #2021-06 - CH 102 - TAXATION ART IV - ABATEMENT\ORDINANCE 2021-06-CH 102-TAXATION-ART IV-ABATEMENT-PROPOSED.docx

SYNOPSIS

Article VI established a real property tax abatement incentive for qualifying industries in certain districts of the City. This amendment to Article VI adds the Industrial Park Manufacturing 3 district to the areas of the City wherein the property tax abatement can be requested. The Industrial Park Manufacturing District (IPM3) was added to the zoning ordinance in 2018 to permit aviation and aeronautics uses, however the tax abatement incentive option was not included. This amendment adds the IPM3 district to the portions of the City where the abatement can be applied.

(SPONSORS: HARE AND ROCHA)

Actions History:

03-09-2021 - Introduced at Legislative, Finance, and Administration Committee

DRAFT

Tauchus, Janella M

From: McDowell, Traci
Sent: Thursday, March 4, 2021 9:23 AM
To: Tauchus, Janella M
Subject: FW: NLCC

FYI

Traci A. McDowell, MMC
City Clerk
City of Dover, Delaware
e-mail: tmcdowell@dover.de.us
Ph: (302) 736-7009
Fax: (302) 736-5068

From: Robertson, Randy E. <rrobertson@dover.de.us>
Sent: Wednesday, March 3, 2021 5:48 PM
To: Anderson, David <david.anderson@dover.de.us>
Cc: Harline, Matthew <mharline@dover.de.us>; McDowell, Traci <tmcdowell@dover.de.us>
Subject: RE: NLCC

Hi Councilor:

I hope this finds your well.

You raised some thoughts about joining the National League of Cities Community Reinvestment Coalition (NRC).

Mrs. Chase compiled some info (below) I thought I'd pass to you. As you previously outlined, admission cost $900 annually. I'll defer to you as to whether Council should push unexecuted funds from this year's annual conference to paying for admission, however since there's only a couple months left in the FY it may be more cost effective to move in that direction during the next budget.

Let me know if there's something you wish for me to do. Take care.

v/r

Robertson

The National Community Reinvestment Coalition (NCRC) does not provide grant monies directly to municipalities, but they will fund small businesses and nonprofits within those municipalities, based of available funding and what their strategic focus is. For instance, recently they wrapped up a grant that provided $250,000 (total) for qualifying small businesses. Downtown Dover Partnership might benefit by the City of Dover being a member.
One of the greatest benefits is how NCRC works with the Community Reinvestment Act and how that relationship benefits everyone. Membership in NCRC includes:

- **• Member discounts for events, training and custom research**
- **• National and regional research and trend analysis on issues such as redlining, gentrification and displacement, housing affordability, minority entrepreneurship and more**
- **• Opportunities to collaborate with NCRC and other community leaders to negotiate strong local commitments from financial institutions**
- **• Tools, talking points and working groups designed to organize and empower our members to be effective advocates for change**

- **• Participate in meetings on Capitol Hill to discuss issues in our city/state**
- **• Training and technical assistance to help our organization build capacity and advocate for a more inclusive economy in your city**
- **• One-year subscription to Shelter force magazine**

The cost to join is $900 a year and can be done online with a credit card through the following link: https://ncrc.org/membership/. There is a spring national conference coming up in May 2021.

From: Robertson, Randy E. <rrobertson@dover.de.us>
Sent: Friday, February 19, 2021 1:27:11 PM
To: Anderson, David <david.anderson@dover.de.us>
Subject: RE: NLCC

Councilor:

Could you pls share some info on the "Community Reinvestment Association." Maybe a web site or link. Neither Mr. Harline or I are familiar w it.

Thanks

Robertson

ACTION FORM

PROCEEDING: Council Committee of the Whole – Parks, Recreation & Community Enhancement Committee
DEPARTMENT OF ORIGIN: Parks & Recreation **DATE SUBMITTED**: March 3, 2021
PREPARED BY: Robin Eaton, Director of Parks & Recreation
SUBJECT: Silver Lake Kayak Launch Project
REFERENCE: ORPT Grant 19-187
RELATED PROJECT: n/a
REVIEWED BY: Silver Lake Commission/Matthew Harline, Assistant City Manager/Lori Peddicord, Controller
EXHIBITS: n/a
EXPENDITURE REQUIRED: **$9,100** **AMOUNT BUDGETED**: $33,000 **FUNDING SOURCE (Dept./Page in CIP & Budget)**: PR1800 Park & Playground Improvement
TIMETABLE: Project to be completed by June 30, 2021
STAFF RECOMMENDATION: Approve the plan for the kayak launch area as recommended by the Silver Lake Commission and on this Committee Action Form. Summary: 1) Project was first authorized by City Council in its FY20 Budget, dated May 2019. 2) Grant ($33Kgrant/$33K Match) was provided by DNREC, December 2019. 3) City Council authorization was to carry over in FY21.

BACKGROUND AND ANALYSIS

As Dover's centerpiece park, Silver Lake Park not only serves as a local park but as a regional park destination for lake access, special events/fundraisers, family recreation, bird watching, weddings, walking/jogging and so much more. Consisting of 182 acres, park highlights include picnic pavilions, open space park areas, boat ramp, a beach like area, and playground equipment.

In 2019, staff secured a DNREC ORPT (Outdoor Recreation Parks & Trails) Grant for improvements to Silver Lake Park and Division/Kirkwood Streets Parks. These improvements included new playground equipment for the two playground locations, constructing a volleyball court area and site improvements to the beach (former swimming area). The playground equipment has been purchased and installed along with the volleyball court area. The remaining piece of this grant is a Kayak/Canoe Launch at the beach area. The grant and matching funds were budgeted in FY19-20 ($33,000 grant funds and $33,000 General Funds allocation) and carried forward by Council action into FY20-21.

With the kayaking/canoeing popularity increasing in our area, we plan to refurbish the former swimming area (beach) into a kayak/canoeing launching area. The current boat ramp primarily serves licensed motorized boats. This ramp is not user friendly for those launching paddle style crafts. The project involves removing the top layer of the sand surface and replacing with a top-soil and grass seed that can be easily maintained. Drainage and environmental considerations and remediation as needed will be addressed by the city engineer and environmental staff.

Staff presented the concept to the Silver Lake Commission which offered a letter of support in obtaining grant funding for this project. Commissioners suggested utilizing the services of the Coastal Resilience Design Studio from the University of Delaware. Subsequently, the city did enter into an agreement with Coastal Resilience Design Studio for designing a kayak launch area that would be enhance the kayak/canoe experience, maintain lake views from the parking area, improve water quality with geese-resistant plantings, creating assessible pathway to the beach, and create a beautiful park amenity. The design would offer improvements to the shoreline while offering increased water quality potential with the proposed plantings.

The Coastal Design staff has presented their concept to the Silver Lake Commission in January 2021. Members of the commission have voted to support the concept plan presented by Coastal Resilience Design. The available grant funding for this project will expire on June 30, 2021.



Silver Lake Kayak Launch

SILVER LAKE - DOVER, DELAWARE

February 17, 2021

CRDS
COASTAL RESILIENCE
DESIGN STUDIO

The **Coastal Resilience Design Studio (CRDS)** is an interdisciplinary team of student designers, researchers and engineers exploring creative and thoughtful solutions to the many challenges facing Delaware's coastal communities.

The **CRDS** equips communities with tools, designs, and adaptation strategies aimed at mitigating disruptions from short-term hazardous events and long-term environmental changes.



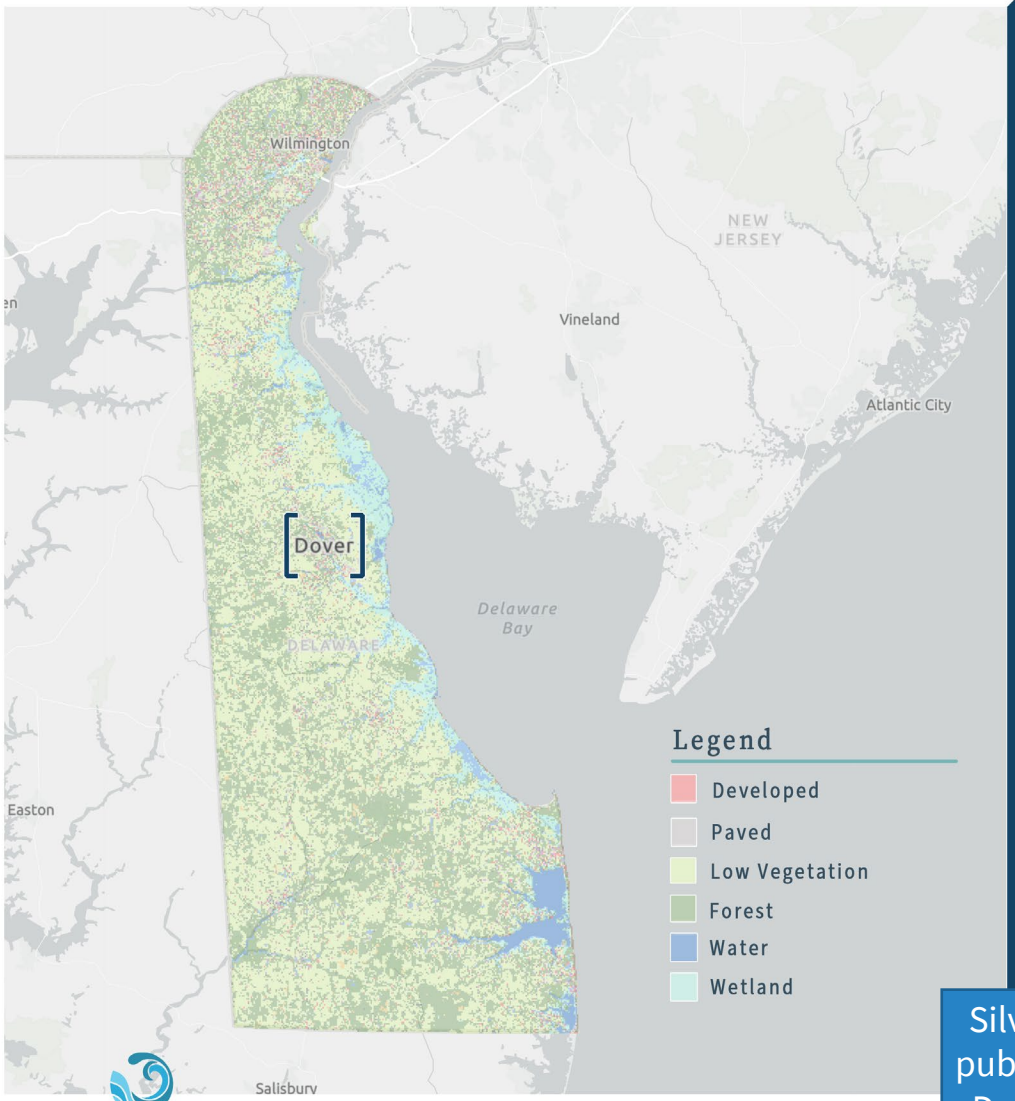
Our Team

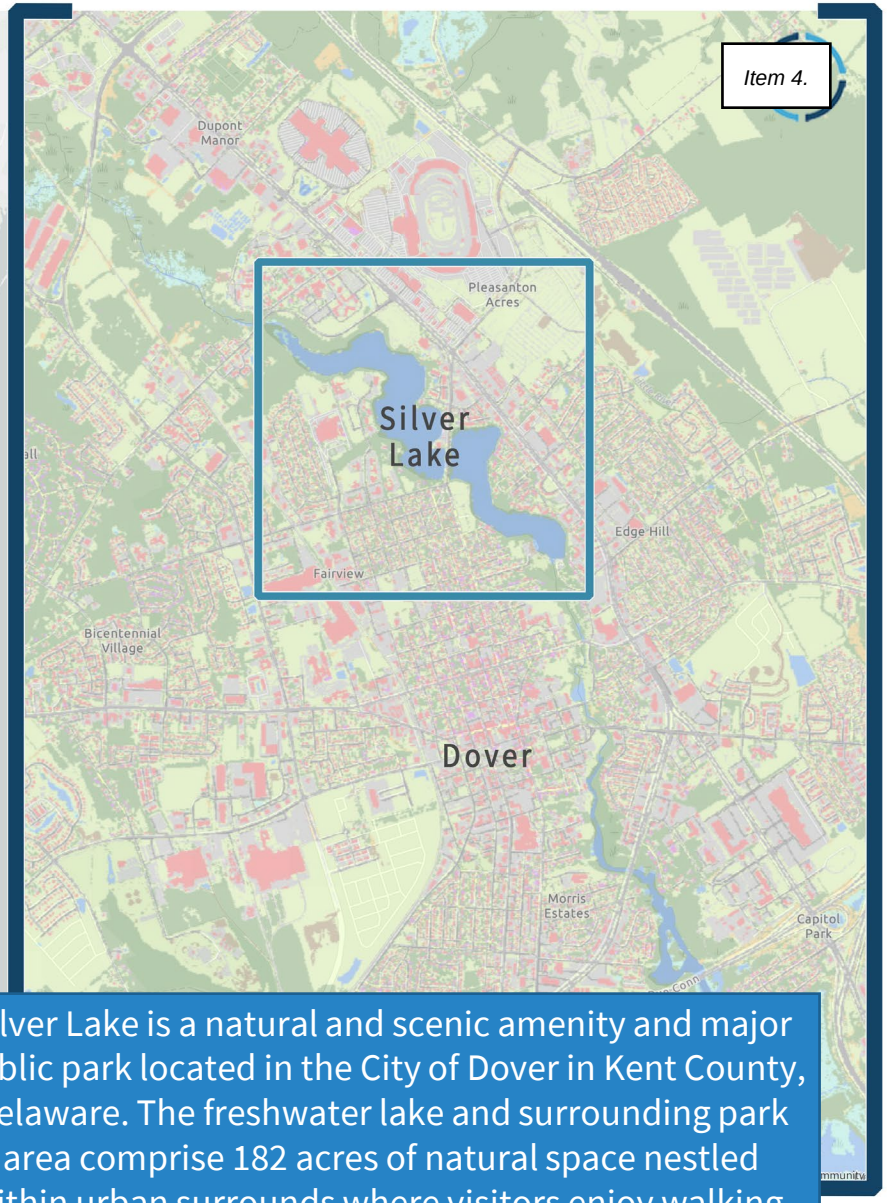
Josh Gainey Senior Designer, UD LA

Emma Ruggiero Senior Designer, UD LA 2018

Olivia Boon UD LA

Mark Switliski Senior Designer, UD CE 2020
Leigh Muldrow UD LA
DJ Bromley UD LA
Chris Fettke von Koeckritz UD LA



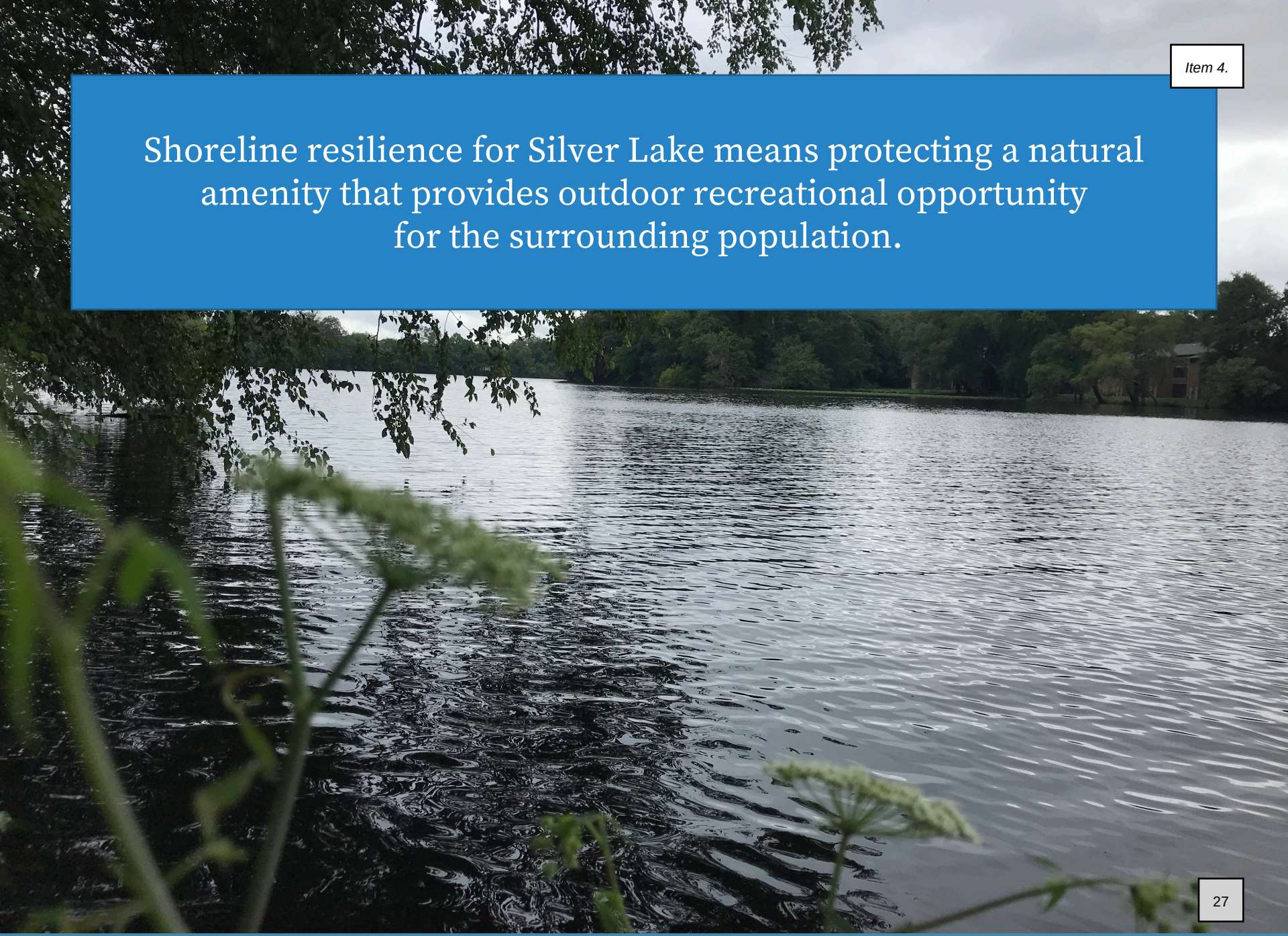


CRDS
COASTAL RESILIENCE DESIGN STUDIO

Location & Area Land Cover

Silver Lake - Dover, Delaware

Silver Lake is a natural and scenic amenity and major public park located in the City of Dover in Kent County, Delaware. The freshwater lake and surrounding park area comprise 182 acres of natural space nestled within urban surrounds where visitors enjoy walking, exercising, fishing, boating, kayaking, picnicking, and wildlife viewing.



Shoreline resilience for Silver Lake means protecting a natural amenity that provides outdoor recreational opportunity for the surrounding population.

Dover
Delaware

DOVER RECREATION NEEDS ASSESSMENT
SILVER LAKE PARK

65%
OF RESIDENTS VISIT SILVER LAKE

REASONS RESIDENTS VISIT: PICKNICKING, BIRDWATCHING, AND FISHING

75%
OF VISITORS ARE WALKING OR JOGGING

SILVER LAKE OBJECTIVES

1. The City of Dovers wishes to **improve the shoreline soils, vegetation, habitat, and water quality.**
2. The City of Dover aims to **enhance safety** at Silver Lake through **lighting and sightline improvements.**
3. The City of Dover desires to upgrade park amenities such as **accessible pathways, shade, and kayak put-in point.**

DOVER DEMOGRAPHICS

38,166
POPULATION

2.4
PEOPLE PER HOUSEHOLD

28
PARKS

25.2
AVERAGE COMMUTE TIME

37.3
MEDIAN AGE

DEMOGRAPHIC DATA FROM DATAUSA.IO/DELOITTE, CENSUS.GOV/QUICKFACTS, AND DOVER RECREATION NEEDS ASSESSMENT (2015)

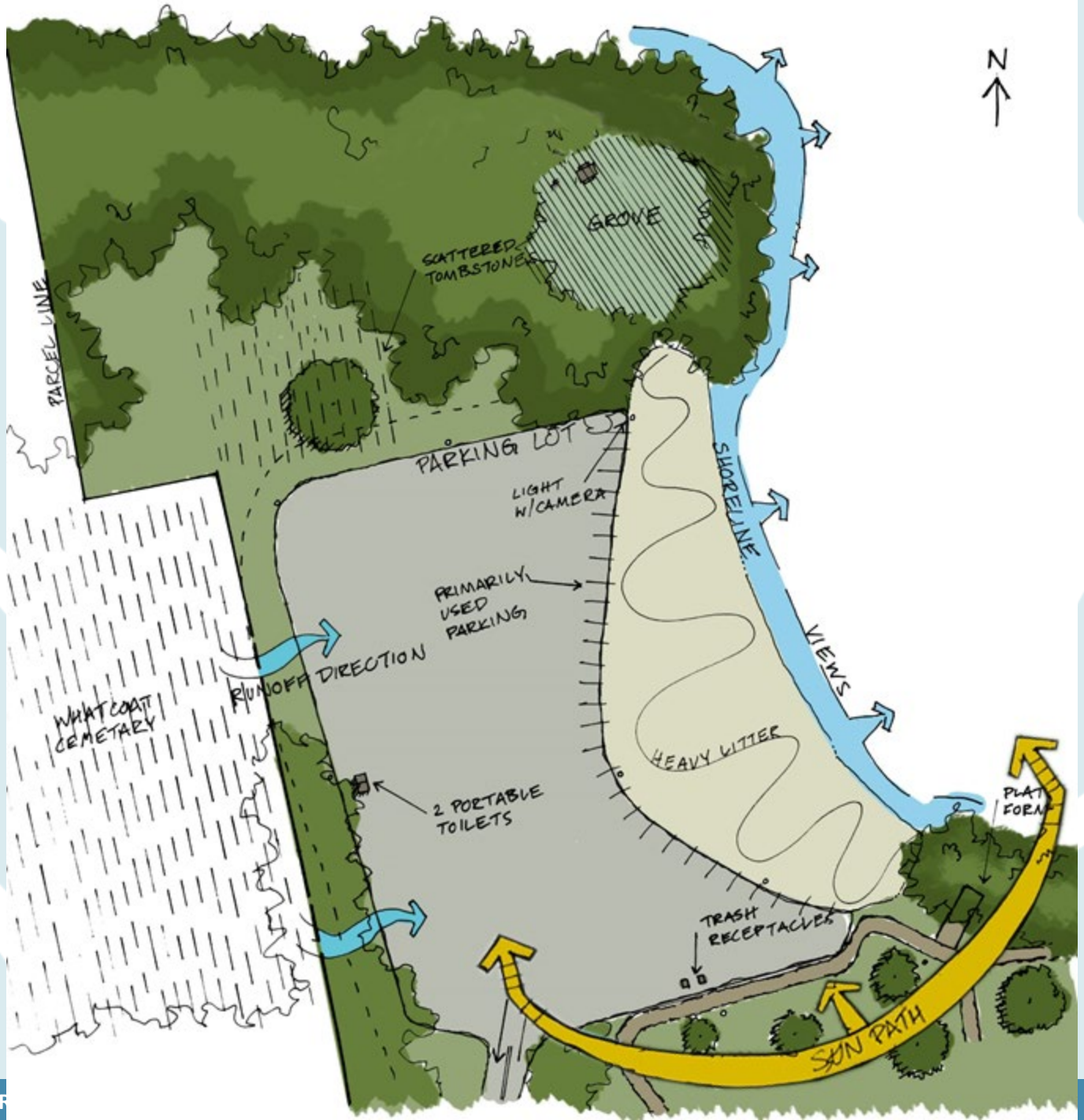
Project Goal

Enhance the Kayak Experience for Park Visitors.

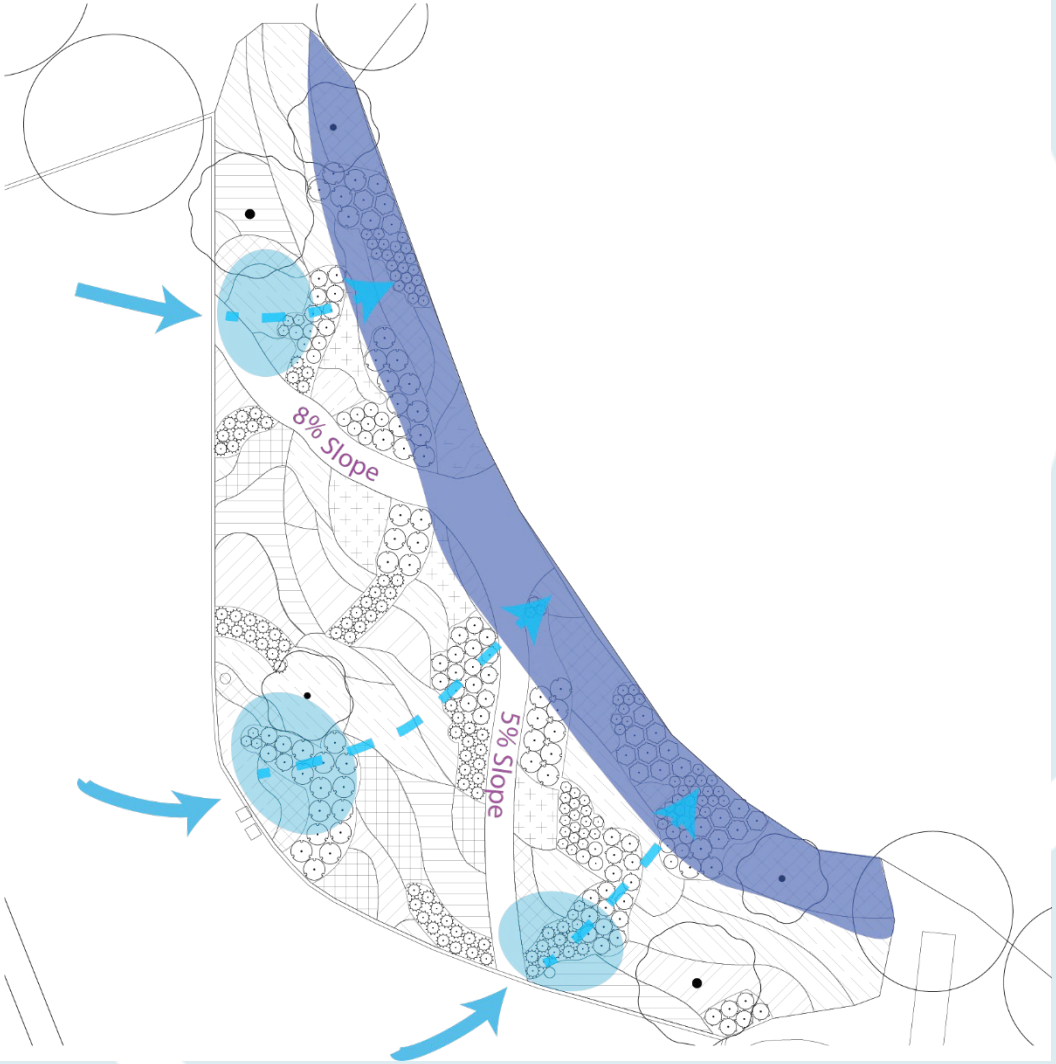
Secondary Objectives

Keep views of Silver Lake from the parking area.
Improve Water Quality with Geese-resistant Plantings.
Create an Accessible Path to the Beach.
Create a Beautiful Park Amenity.


dense vegetation
parking
Silver Lake
open beach
parcel boundary
dam
pathways
playground
entrance
parking
St. Jones River
Washington St.
3-ft sea level rise
5-ft sea level rise
CRDS
COASTAL RESILIENCE DESIGN STUDIO
Existing Conditions
Silver Lake - Dover, Delaware


N
GROVE
SCATTERED TOMBSTONES
PARCEL LINE
PARKING LOT
LIGHT W/CAMERA
SHORELINE
PRIMARILY USED PARKING
RUNOFF DIRECTION
VIEWS
WHATCOAT CEMETARY
HEAVY LITTER
2 PORTABLE TOILETS
TRASH RECEPTACLES
SUN PATH

Water & Slope





The Beach

SILVER LAKE, DELAWARE

CRDS
COASTAL RESILIENCE
DESIGN STUDIO

Silver Lake Beach

Dover, Delaware

KAYAK LAUNCH

ACCESSIBLE ROLLOUT PLANK WALKWAY

RESTING AREA

BEACH

ROPE AND POST RAILING

DRAWN BY
JOSHUA GAINEY

0' 12' 24'
Scale: 3/32":1'-0"







Plant List


LITTLE BLUESTEM
Schizachyrium scoparium


LITTLE BLUESTEM
Schizachyrium scoparium 'Standing Ovation'


MARSH MARIGOLD
Caltha palustris


HARLEQUIN BLUEFLAG
Iris versicolor


SWAMP MILKWEED
Asclepias incarnata 'Cinderella'


CARDINAL FLOWER
Lobelia cardinalis


SNEEZEWEED
Helenium autumnale


SWITCHGRASS
Panicum virgatum


HIBISCUS
Hibiscus 'Party Favor'


LURID SEDGE
Carex lurida


CORKSCREW RUSH
Juncus effusus f. spiralis


WINTERBERRY
Ilex verticillata


BLUE WILD INDIGO
Baptisia australis


BUTTON BUSH
Cephalanthus occidentalis


NEW YORK ASTER
Symphyotrichum novi-belgii


RIVER BIRCH
Betula nigra 'Cully' HERITAGE


NEW ENGLAND ASTER
Symphyotrichum novae-angliae


FIREWORKS GOLDENROD
Solidago rugosa 'Fireworks'


COASTAL SWEETPEPPERBUSH
Clethra alnifolia


INKBERRY
Ilex glabra 'Shamrock'

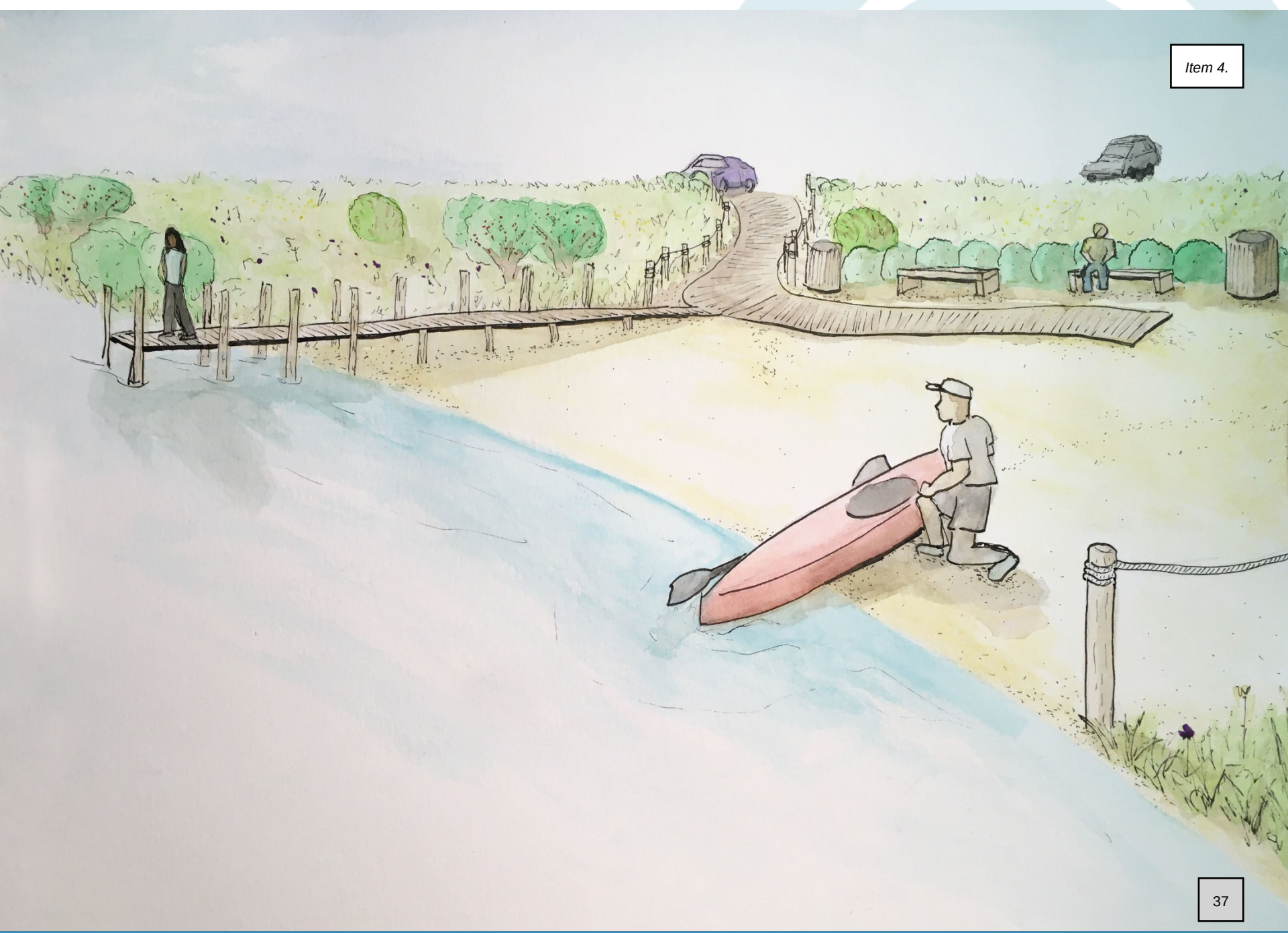

TUSSOCK SEDGE
Carex stricta


HYSSOP-LEAF THOROUGHWORT
Eupatorium hyssopifolium


SWITCHGRASS
Panicum virgatum 'Shenandoah'

Budget - Phase 1

Site Work							
Item	Item	Qty.	Unit	Price	Cost	Subtotal	Total
SITE FENCES & FURNISHING							
Fencing	nautical rope 3/4" poly	200	LF	$1	$176		
Posts	4"d pressure treated	29	EA	$10	$301		
Benches		1	EA	$300	$300	$777	
SITE PAVING & EDGING							
Rollout Boardwalk	Pressure treated pine 60" wide	108	LF	$33	$3,559	$3,559	
LANDSCAPING							
Bed Preparation	Compost - 5 in	84	CY	$41	$3,444		
Shrubs		11	EA	$35	$385		
Mulch	Mulch - 2 in	20	CY	$41	$820		
Floodplain Mix	Earnst Seeds	2000	SF	$0	$49		
RG Mix	Earnst Seeds	0	SF	$0	$0		
Grass RG Mix	Earnst Seeds	2000	SF	$0	$23	$4,721	
SUBTOTAL FOR Sitework							**$9,057**



Thank You!

Dr. Jules Bruck, CRDS Principal/ UD Professor and Director of Landscape Architecture

Ed Lewandowski, CRDS Principal/ DE SeaGrant Program Coordinator - Sustainable Coastal Communities

CRDS
COASTAL RESILIENCE
DESIGN STUDIO

CRDS
COASTAL RESILIENCE
DESIGN STUDIO

Silver Lake Beach

Dover, Delaware













DEPARTMENT OF THE ARMY
PHILADELPHIA DISTRICT CORPS OF ENGINEERS
WANAMAKER BUILDING, 100 PENN SQUARE EAST
PHILADELPHIA, PENNSYLVANIA 19107-3390

Regulatory Branch
Application Section I

SUBJECT: Former Dover High School Wetland Site
Location: Lat. 39.172632°N/Long. 75.539267°W

Mr. Jonathan S. Falkowski
Becker Morgan Group, Incorporated
309 South Governors Avenue
Dover, Delaware 19904

Dear Mr. Falkowski:

This letter is in regards to your request on behalf of the Capital School District regarding the former Dover High School wetland site and the United States Army Corps of Engineers (USACE) regulatory authority. A request was made for the USACE to provide technical assistance on options for the wetland site. The USACE provided clear guidance that included simple maintenance and options for filling in the wetland site. Neighboring property owners have deemed the wetland site a nuisance due to wildlife. As such, filling in the wetland site is preferred by the neighboring property owners. The following provides a brief overview of the USACE regulatory authority/process as it pertains to the wetland site.

Section 404 of the Clean Water Act (33 U.S.C. 1344) authorizes the Secretary of the Army, acting through the Chief of Engineers, to issue permits, after notice and opportunity for public hearing, for the discharge of dredged or fill material into the waters of the United States at specified disposal sites (See 33 CFR Part 323). The selection and use of disposal sites will be in accordance with guidelines developed by the Administrator of EPA in conjunction with the Secretary of the Army and published in 40 CFR Part 230 (404(b)(1)) Guidelines for Specification of Disposal Sites for Dredged or Fill Material).

In the case of the former Dover High School wetland site, 2 potential options are available to authorize the discharge of dredged and/or fill material into the wetland site-Nationwide Permits or an Individual Permit. Based on previous discussions, discharging dredged and/or fill material into the wetland site would not meet the terms and conditions of any of the existing Nationwide Permits. As such, the project would require review under an Individual Permit. This requires the preparation of an Environmental Assessment following Appendix B of 33 CFR 230 for documentation required by the National Environmental Policy Act (NEPA). In order for an Environmental Assessment to be completed, a Scope of Analysis needs to be established by demonstrating a purpose and need. The basic project purpose comprises the fundamental,

essential or irreducible purpose of the proposed project and is used to determine if the project is water dependent as defined in 40 CFR 230.10(a)(3)(404(b)(1) guidelines).

In accordance with the 404(b)(1) guidelines, no discharge of dredged or fill material shall be permitted if there is a practicable alternative to the proposed discharge which would have less adverse impact on the aquatic ecosystem, so long as the alternative does not have other significant adverse environmental consequences. Furthermore, no discharge of dredged or fill material shall be permitted which will cause or contribute to significant degradation of the waters of the United States. Findings of significant degradation related to the proposed discharge shall be based upon appropriate factual determinations, evaluations, and tests required by subparts B and G, after consideration of subparts C through F, with special emphasis on the persistence and permanence of the effects outlined in those subparts. Under these Guidelines, effects contributing to significant degradation considered individually or collectively, include: (1) Significantly adverse effects of the discharge of pollutants on human health or welfare, including but not limited to effects on municipal water supplies, plankton, fish, shellfish, wildlife, and special aquatic sites; (2) Significantly adverse effects of the discharge of pollutants on life stages of aquatic life and other wildlife dependent on aquatic ecosystems, including the transfer, concentration, and spread of pollutants or their byproducts outside of the disposal site through biological, physical, and chemical processes; (3) Significantly adverse effects of the discharge of pollutants on aquatic ecosystem diversity, productivity, and stability. Such effects may include, but are not limited to, loss of fish and wildlife habitat or loss of the capacity of a wetland to assimilate nutrients, purify water, or reduce wave energy; or (4) Significantly adverse effects of discharge of pollutants on recreational, aesthetic, and economic values. Additionally no discharge of dredged or fill material shall be permitted unless appropriate and practicable steps have been taken which will minimize potential adverse impacts of the discharge on the aquatic ecosystem.

Based on current information presented for the former Dover High School wetland site, a need to fill the site, other than that of a nuisance, has not been established. As such, there is no purpose and a scope of analysis cannot be properly conducted to evaluate alternatives.

If you have any questions or require additional information, contact Michael D. Yost by email at michael.d.yost@usace.army.mil or calling (267) 240-5278.

Sincerely,

YOST.MICHAEL.D.1505585077

Digitally signed by YOST.MICHAEL.D.1505585077
Date: 2020.04.28 13:46:01 -04'00'

Michael D. Yost
Biologist, Regulatory Branch

Board of Education
Dr. Chanda Jackson-Short, President
Sean P. M. Christiansen,
Vice-President
John C Martin Jr.
Joan L. Engel
Dr. Anthony J. DePrima

Interim Superintendent of Schools
Sylvia Henderson, Ed. D.
Voice: (302) 857-4200
Fax: (302) 672-1715
Email: Sylvia.Henderson@capital.k12.de.us

CAPITAL SCHOOL DISTRICT

198 Commerce Way
Dover, DE 19904

Chief Financial Officer/ Business Manager
Adewunmi Kuforiji
Voice: (302) 857-4205
Fax: (302) 672-1714
Email:
adewunmi.kuforiji@capital.k12.de.us

To: City Council Parks and Recreation Committee

From: Dr. Sylvia Henderson
Interim Superintendent

Date: March 4, 2021

Re: Wetlands Area – Old Dover High School – 1 Pat Lynn Drive

The Capital School District is happy to report that the Wetlands Area at the entrance of the old Dover High School, 1 Pat Lynn Drive has been actively maintained since 2020. The attached map demonstrates the work that was done in the past year and will continue in 2021.

1. Grass cutting and vegetation trimming/maintenance in the front section of the area as you turn unto Woodcrest Drive from Pat Lynn Dr and extending to the parking lot area behind the wetland area.
2. Pickerelweed plantings installation throughout the wetland mitigation area during growing season (March – October).
3. Maintenance of rip-rap (stone) along both sides of the stormwater conveyance system. Rip-rap will be kept vegetation free.
4. Mosquito Control applications during mosquito season.
5. Vinyl fence along the Woodcrest/Capital School District property line.

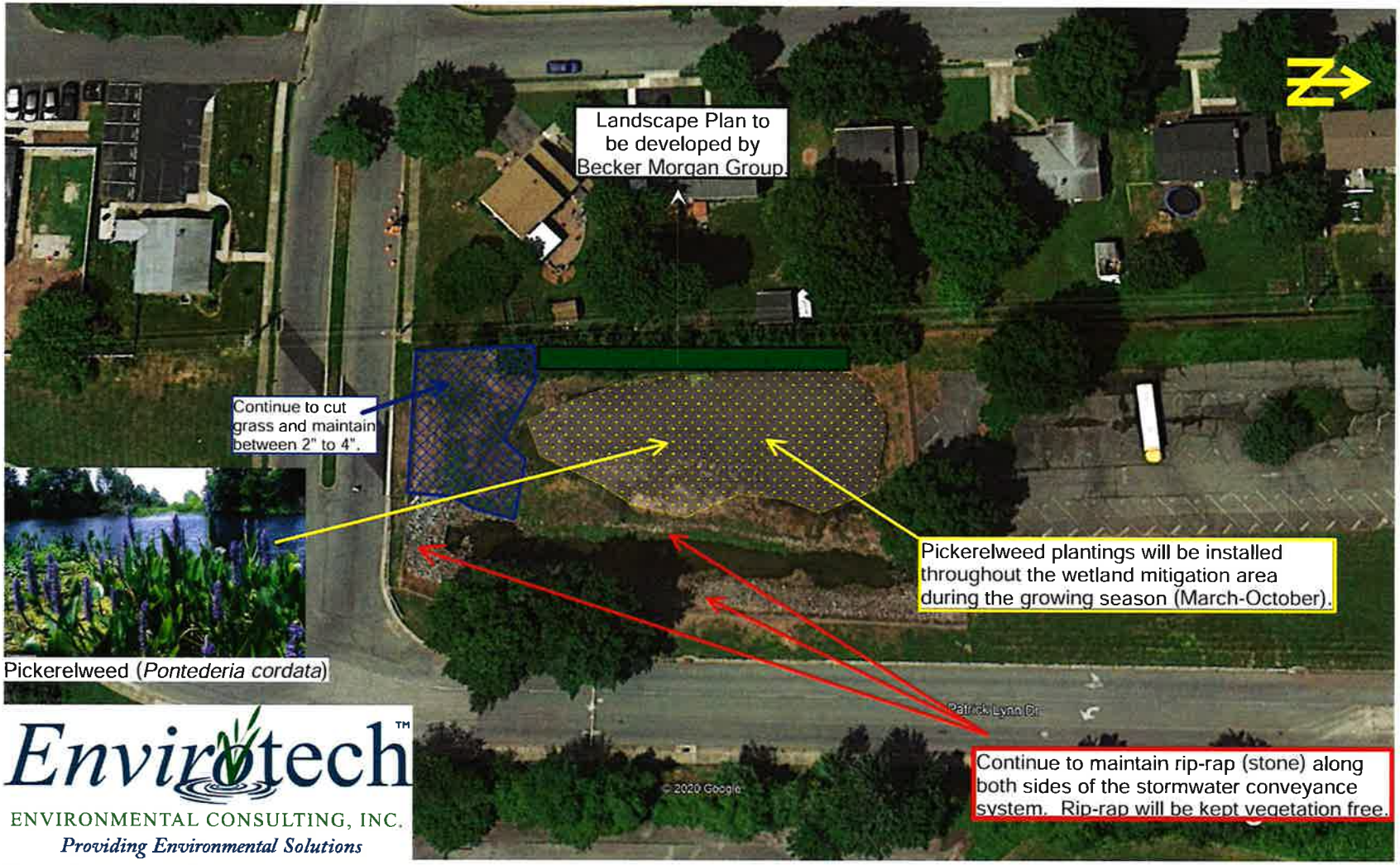
Please let me know if you have any questions.

The Capital School District is an equal opportunity employer and does not discriminate on the basis of race, color, creed, religion, gender (including pregnancy, childbirth and related medical conditions), national origin, citizenship or ancestry, age, disability, marital status, veteran status, genetic information, sexual orientation, or gender identity, against victims of domestic violence, sexual offenses, or stalking, or upon any other categories protected by federal, state, or local law. Inquiries regarding nondiscrimination policies should be directed to the Title IX, District 504 and ADA Coordinators: Capital School District, 198 Commerce Way, Dover DE 19904. Phone (302) 672-1500

CAPITAL SCHOOL DISTRICT
Former Dover High School
Pat Lynn Drive, Dover, Delaware 19904
Wetland Mitigation Area Maintenance & Enhancements

MARCH 2021

PLAN VIEW



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Providing Environmental Solutions

Note: Not to scale. Image provided by Google Earth. Diagrammatic purposes only.

Note: Beneficial vegetation located inside the wetland mitigation area will be maintained using EPA approved aquatic herbicides and cut twice a year (July and October).

City of Dover

To: United States House of Representatives 2020 **July 14, 2020**

Lisa LaTrelle Blunt Rochester [Delaware's At-Large Congressional District]

Tom Carper Senior United States Senator

Chris Coons Junior United States Senator

Washington, D.C. 20515

RE: Approval to Backfill a Blighted Federally Protected Area

Dear Honorable Tom Carper,
Honorable Chris Coons,
Honorable Lisa Blunt Rochester:

I am the Honorable Roy Sudler, Jr. 4th District Councilman for the City of Dover, in conjunction with City Council, the Mayor, and the Capital School District, reaching out to you in great urgency on behalf of our constituents located at Woodcrest Drive [Pat Lynn Drive] Dover, Delaware 19904.

Dated as far back as 2001, the Woodcrest community has been tormented with community enrichment and environmental problems that have exceedingly impeded upon our constituent's freedom to enjoy their real property, hardscape, and family gatherings. Within the last two decades, issues centered on the federally protected wetland/water-drainage system has generated a public safety and environmental anxieties that require your approval to be eliminated from their community.

Problems such as infectious mosquitoes, snakes, groundhogs, wild fox, snapping turtles, and chemicals used to mitigate undesirable vegetation all serve as the focal point for a reduction in the community's satisfaction and optimal well-being. This predicament has diminished the opportunity for community members to enjoy a lovely evening on their patio or entertain guests in their backyard because of all the problems, as mentioned earlier, that now take habitat in the federally protected area.

Those who live near the blighted area have encountered several groundhogs that come searching for food reshaping their landscape and devaluing their property. Furthermore, the quality of the water appears to be weak, and no surface water seems to be flowing during dry periods. Nevertheless, the Woodcrest community members are frightened by the thought that the pipe construction activity and land modifications have significantly contributed to the water level inconstancy accelerating cavities and two sinkholes in the ground near the wetland.

Furthermore, individual community constituents assume that the shift in the once known runoff-storage ditch/pond in concomitance with the weight of the installed pipe material may have triggered the decay of the roof of an existing subsurface, resulting in the evolution of two sinkholes. The concerns, as pointed out earlier, navigate to the background of the problem.

Background of the Problem:

According to the former City of Dover Manager (Toney DePrima -575 Westwood Drive Dover DE 19904), the Capital School District wanted to expand their parking lot area adjacent to the ditch; however, the ditch area rendered a perceived public safety issue. To address the public safety issue, the Capital School District asked the City of Dover to construct and install a pipeline in the ditch in preparation for backfilling that area.

However, it was not until that point that the City of Dover and Capital School District discovered that the perceived ditch area was a federally protected wetlands area; thus, coercing the cessation of completing the primary goal of the project. The consequence of an uncompleted project two decades ago has rendered an adverse effect on the Woodcrest Community, which now needs U.S. Representatives' assistance in rectifying the problem.

The Woodcrest Community in conjunction with the Capital School District, City Council, Mayor of Dover, 31st District of House of Representatives, and 17th District Senator have exercised due diligence in working together to achieve this goal as one force; unfortunately, we have exhausted all accessible means of completing this task and now seek your support.

With your support and approval, a critical step towards restoring the community's satisfaction and optimal well-being will be accomplished while simultaneously rendering psychological and physical relief to our constituents that are confronted with these dilemmas. According to title 7 Conservation Natural Resources, Chapter 66. (Wetlands) your approval is needed to backfill the blighted area, as mentioned above.

Therefore, the local and state representatives, as mentioned earlier, in conjunction with the Capital School District, urge the United States Delaware Representatives to grant our request and authorize the backfill of the wetlands area in quest of rendering immediate relief to our Woodcrest Community Constituents upon your most immediate convenience.

In closing, we appreciate your public service and look forward to gaining your approval and support in resolving this crisis.

Respectfully,

Honorable Roy Sudler, Jr.
City of Dover Councilman District 4

Honorable David Anderson
City of Dover Councilman District 4

Honorable Timothy A. Slavin
City of Dover Councilman At-Large

Honorable Robin R. Christiansen
City of Dover Mayor

Mr. John C. Martin
Board President - Capital School District

Dr. Sylvia Henderson
Interim Superintendent of Schools - Capital School District

/s/ Sean M. Lynn
Honorable Sean M. Lynn
Delaware House of Representatives District 31

/s/ William Charles Paradee III

Honorable William Charles Paradee III
Delaware Senate District 17

The Honorable William F. Hare
City of Dover Council President

The Honorable Matthew J. Lindell
City of Dover Councilman District 1

/s/ Scott W. Cole

The Honorable Ralph L. Taylor, Jr.
City of Dover Councilman District 2

The Honorable Scott W. Cole
City of Dover Councilman District 3

The Honorable Fred A. Neil
City of Dover Councilman District 3