

**REGULAR MEETING OF WILMINGTON CITY COUNCIL  
OCTOBER 17, 2019 @ 6:30 P.M.**

**Council Chambers  
Louis L. Redding City/County Building  
800 N. French Street - Wilmington, DE 19801  
[www.WilmingtonDe.gov](http://www.WilmingtonDe.gov) or [www.WITN22.org](http://www.WITN22.org)**

**AGENDA**

- I. Call to Order**
  - Prayer**
  - Pledge of Allegiance**
  - Roll Call**
- II. Approval of Minutes**
- III. Committee Reports**
- IV. Acceptance of Treasurer's Report**
- V. Non-Legislative Business**

Congo	Posthumous Ceremony for the late Private Samuel Lawrence Crawford (Korea-MIA)
McCoy	Recognize October as Breast Cancer Awareness Month
Oliver	Recognize Kappa Alpha Psi Fraternity
Oliver	Sympathy Evelyn Gholdson
Oliver	Sympathy Ogden J. Blake
Oliver	Sympathy Alice M. Goldsborough
Shabazz	Recognize Diner En Blanc
Shabazz	Sympathy Stephen L. Martelli
Shabazz	Recognize Mr. Flagg - Babe's Beauty Salon 10 <sup>th</sup> Anniversary
Shabazz	Sympathy Guy Molock

**VI. Legislative Business**

**CONGO**

#4710      An Ordinance Constituting Amendment No. 1 to the Fiscal Year 2020 Operating Budget (Being An Ordinance to Amend Substitute No. 1 to Ordinance No. 19-013) **(1<sup>st</sup> & 2<sup>nd</sup> Reading)**

**Synopsis:**      *This Ordinance is being presented by the Council for Council's review and approval. This Ordinance is the first amendment to the Fiscal Year 2020 Operating Budget Ordinance. It contains increased budget appropriations for the Police Department to (i) purchase body cameras and related services and (ii) hire four new sworn officers to administer the City's body camera program.*

- #4711 An Ordinance to Authorize and Approve a Contract Between the City of Wilmington and Axon Enterprise, Inc. for Body Cameras and Related Services  
**(1<sup>st</sup> & 2<sup>nd</sup> Reading)**

**Synopsis:** *This Ordinance is being presented by the Administration for Council's review and approval. This Ordinance authorizes the City to enter into a five-year contract with Axon Enterprise, Inc. for the purchase of body cameras and related services.*

- #4714 A Resolution Requesting a Forensic Financial Audit or Examination Engagement of the Wilmington Housing Partnership (WHP)

**Synopsis:** *This Resolution is being presented by City Council for Council's review and approval. This Resolution directs the City Auditor to initiate a forensic audit of the Wilmington Housing Partnership Corporation as provided for under Section 2.5(a) of the Loan Agreement between the City and the Corporation, specifically as it relates to the Loan Proceeds in the amount of \$3,378,371.67.*

- #4715 A Resolution Approving the Department of Parks and Recreation's Grant Application to the Delaware Outdoor Recreation, Parks & Trails Program to Assist in Funding Eastlake Park Playground Improvements

**Synopsis:** *This Resolution is being presented by the Administration for Council's review and approval. This Resolution authorizes the Department of Parks and Recreation's application for a grant from DNREC in the amount of \$100,000, for the purpose of making improvements to Eastlake Park.*

#### **OLIVER**

- #4716 A Resolution Approving the Department of Parks and Recreation's Grant Application to the Delaware Outdoor Recreation, Parks & Trails Program to Assist in Funding Kirkwood Park Improvements

**Synopsis:** *This Resolution is being presented by the Administration for Council's review and approval. This Resolution authorizes the Department of Parks and Recreation's application for a grant from DNREC in the amount of \$100,000, for the purpose of making improvements to Kirkwood Park.*

#### **HARLEE**

- #4717 A Resolution Approving the Department of Parks and Recreation's Grant Application to the Delaware Division of Public Health to Conduct Tobacco Prevention Programs, and Physical Activity, Nutrition Promotion and Obesity Prevention (PANO) Programs

**Synopsis:** *This Resolution is being presented by the Administration for Council's review and approval. This Resolution authorizes the Parks and Recreation application for a grant from American Lung Association in the amount of \$10,000, for tobacco prevention programs, and/or physical activity, nutrition promotion and obesity prevention programs.*

- #4718 A Resolution Supporting House Bill 130 of the Delaware General Assembly that Expands Upon the Existing At-Store Recycling Program Regarding the Use of Single-Use Plastic Bags by Enacting a Ban on Stores Statewide Providing Single-Use Plastic Bags at Check-Out Effective January 1, 2021

**Synopsis:** *The Resolution is being presented by City Council for Council's review and approval. The purpose of this Resolution is to support HB 130, which was signed into law on July 29, 2019, such that a 'plastic bag ban' will be enforced statewide, according to said Bill and in the spirit of Governor Carney's "Keep DE Litter Free" initiative. This Resolution also articulates the intent of Wilmington City Council to consider ways that legislation within the City Limits could further the intent of the House Bill.*

**TURNER**

- #4719 A Resolution Approving the Department of Parks and Recreation's Grant Application to the Delaware Outdoor Recreation, Parks & Trails Program to Assist in Funding Helen Chambers Park Improvements

**Synopsis:** *This Resolution is being presented by the Administration for Council's review and approval. This Resolution authorizes the Department of Parks and Recreation's application for a grant from DNREC in the amount of \$100,000, for the purpose of making improvements to Helen Chambers Park.*

**JOHNSON**

- #4720 A Resolution Encouraging the Delaware General Assembly to Support House Bill's 251 and 252 Relating to Advance Deposit Wagering, and the Delaware Minimum Wage for Employees Receiving Tips or Gratuities

**Synopsis:** *This Resolution is being presented by City Council for Council's review and approval. This Resolution strongly supports the passage of House Bill 251 and House Bill 252 by the Delaware General Assembly due to the quality-of-life impact each Bill will have on more than 8,000 Delawareans who are tipped wage workers in Wilmington and throughout Delaware whose minimum flat tipped wage has not been adjusted from \$2.23 per hour since 1989 and whose gratuities may not be directly paid to such workers in a timely manner who are still earning since 1989 a flat tipped wage of \$2.23 per hour and may not automatically have credit card tips automatically added to their wages.*

- #4721 A Resolution Supporting a Person of Color for Chief Justice Appointment

**Synopsis:** *This Resolution is being presented by City Council for Council's review and approval. The Wilmington City Council is concerned with the lack of diversity within the Delaware State Supreme Court. Despite the continued growth of a diverse population within the State and especially within the City of Wilmington, the largest City in Delaware, the Delaware Supreme Court, like many other State*

*Supreme Courts around the country, has not accurately represented its citizenry through its appointment of Supreme Court Justices. Therefore, the Council of the City of Wilmington strongly encourages Governor Carney to appoint a Person of Color to the Delaware State Supreme Court to demonstrate equity, inclusion and recognition of the diversity of the overall population of our City, State and the Delaware legal profession.*

- #4722 A Resolution Authorizing the Department of Licenses and Inspections to Undertake the Demolition of 505 North Broom Street and Authorizing the City Treasurer to Expend Funds Necessary to Carry Out the Demolition

**Synopsis:** *This Resolution is being presented by the Administration for Council's review and approval. This Resolution authorizes the Department of Licenses and Inspections to demolish 505 North Broom Street and also authorizes the City Treasurer to expend funds necessary to carry out the demolition, with the cost to become a lien upon the Property.*

**SHABAZZ (Johnson presenting on behalf of Shabazz)**

- #4723 A Resolution Scheduling a Public Hearing on November 7, 2019 Regarding the Proposed Comprehensive Development Plan Entitled "Wilmington 2028: A Comprehensive Plan for Our City and Communities"

**Synopsis:** *This Resolution is being presented by the Administration for Council's review and approval. This Resolution schedules a public hearing on November 7, 2019 at 6:30 p.m. in the City Council Chambers regarding the proposed comprehensive development plan entitled "Wilmington 2028: A Comprehensive Plan for Our City and Communities", as amended by the City Planning Commission in its Resolution 12-19.*

**FREEL**

- #4724 A Resolution Scheduling a Public Hearing on November 7, 2019 Regarding Ordinance No. 19-040 Entitled: "An Ordinance to Amend Article IX, Division 2, Subdivision III of Chapter 48 to Provide Penalty and Enforcement Provisions Relating to Neighborhood Conservation District"

**Synopsis:** *This Resolution is being presented by City Council for Council's review and approval. This Resolution schedules a public hearing on November 7, 2019 at 6:30 p.m. in the City Council Chambers regarding the proposed amendments to Chapter 48 of the City Code to provide penalty and enforcement provisions relating to Neighborhood Conservation Districts.*

**SHABAZZ (Adams presenting on behalf of Shabazz)**

- #4725 A Resolution Authorizing the City to Accept Grant Funds from the State of Delaware and New Castle County for Support of the Wilmington Community Advisory Council (WCAC) to Implement the Recommendations of the U.S. Centers for Disease Control and Prevention Pertaining to Youth Gun Violence

**Synopsis:** *This Resolution is being presented by City Council for Council's review and approval. This Resolution authorizes the City's requests to the State of Delaware and New Castle County for \$40,000 from each entity to support efforts to implement the recommendations of the U.S. Centers for Disease Control and Prevention, as well as the work of the Wilmington Community Advisory Council to help combat youth firearm violence in Wilmington through a public-health lens.*

**DIXON**

#4726 A Resolution Authorizing the Department of Real Estate and Housing to Accept Donations of Certain Parcels of Land from the Wilmington UDAG Corporation

**Synopsis:** *This Resolution is being presented by the Administration for Council's review and approval. This Resolution authorizes the Department of Real Estate and Housing to accept donations of 400 East Fourth Street, 402 East Fourth Street, 404 East Fourth Street, 406 East Fourth Street, 408 East Fourth Street, 410 East Fourth Street, 900 North Park Drive, and 0 Glen Avenue from the Wilmington UDAG Corporation.*

**SHABAZZ (Dixon presenting on behalf of Shabazz)**

Rev. 1

#4713 A Resolution Encouraging DNREC to Incorporate Cumulative Impact Studies as Part of Their Decision Making in Reviewing Proposed New Industrial Applications and In Opposition to the SLAG Grinding Provisions in Southbridge

**Synopsis:** *This Resolution is being presented by City Council for Council's review. The purpose of this Resolution is to strongly oppose the DNREC assertion that Walan Specialty Control Products, LLC has adequately answered the concerns of residents of Southbridge, Wilmington regarding their proposed new industrial production location where, because of its proximity to the residential community, the company will increase cancer risks and respiratory illness risks due to toxic emissions. City Council asserts that such industrial production in low-income communities such as Southbridge is demonstrative of the necessity of the proposed Environmental Justice Act of 2019 – S. 2236 of the 116<sup>th</sup> Congress, which empowers residents who have been historically ignored on matters affecting their health as related to industrial production in their community, thereby placing increased accountability on federal and local decision-making government agencies to include the study of Cumulative Impacts and persistent violations in federal or state-permitting decision-making, to be mandated under the Clean Water Act and the Clean Air Act, when companies apply for permits to locate in previously designated EJ neighborhoods.*

**VII. Petitions and Communications****VIII. Adjournment**

**AN ORDINANCE CONSTITUTING AMENDMENT NO. 1 TO THE FISCAL YEAR 2020 OPERATING BUDGET (BEING AN ORDINANCE TO AMEND SUBSTITUTE NO. 1 TO ORDINANCE NO. 19-013)**

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#4710

**Sponsor:**

**WHEREAS**, City Council has enacted Substitute No. 1 to Ordinance No. 19-013, the Annual Operating Budget for Fiscal Year 2020; and

**Council  
Member  
Congo**

**WHEREAS**, Council deems it necessary and appropriate to amend the Annual Operating Budget for Fiscal Year 2020 to fund the implementation of a body camera program for the Police Department; and

**Co-Sponsors:**

**Council  
President  
Shabazz**

**WHEREAS**, Council deems it necessary and appropriate to amend the position allocation list for the Police Department to increase its personnel to operate the body camera program, the provisions of such amendment having been reviewed by the Administrative Board prior to the introduction of this Ordinance; and

**Council  
Members  
Turner  
Freel**

**WHEREAS**, Council deems it necessary and appropriate to increase the Police Department General Fund Personal Services account group budget appropriation by \$197,095 to pay for the increased personnel necessary to operate the body camera program; and

**WHEREAS**, Council deems it necessary and appropriate to increase the Police Department General Fund Materials, Supplies, and Equipment account group budget appropriation by \$542,388 to pay for the purchase of body cameras and related services; and

**WHEREAS**, in consideration of the foregoing, Council deems it necessary and appropriate to amend the Annual Operating Budget for Fiscal Year 2020 as set forth herein.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF WILMINGTON  
HEREBY ORDAINS:**

**SECTION 1.** The position allocation list for the Police Department for Fiscal Year 2020 is hereby amended by making the following changes identified on Attachment "A":

1. In the General Fund, add (i) one position of "Sergeant" and (ii) three positions of "Patrol Officer", thereby increasing the Police Department's authorized strength from 315 to 319.

**SECTION 2.** The following financial program is hereby adopted for Fiscal Year 2020, and appropriations are hereby made from the various operating and special funds to the Council, the Mayor, and all offices, departments, boards, and commissions, as indicated in the following sections.

**SECTION 3.** Appropriations in the sum of \$181,240,787 are hereby made from a general fund, as follows:

<b>TO THE MAYOR:</b>			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$3,724,291	\$72,767	\$3,797,058
Materials, Supplies, and Equipment	1,771,650	0	1,771,650
Special Purpose	0	0	0
Debt Service	3,744,144	0	3,744,144
<b>Total</b>	<b>\$9,240,085</b>	<b>\$72,767</b>	<b>\$9,312,852</b>

<b>TO THE MAYOR FOR THE WILMINGTON ARTS COMMISSION:</b>			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Special Purpose	\$0	\$0	\$0
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

<b>TO THE DIRECTOR OF THE OFFICE OF MANAGEMENT AND BUDGET - CONTINGENCIES:</b>			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Contingent Reserves	\$500,000	\$0	\$500,000
<b>Total</b>	<b>\$500,000</b>	<b>\$0</b>	<b>\$500,000</b>

The Director of the Office of Management and Budget is authorized to transfer to each office, department, board, or commission such portions of the Contingent Reserves that will be sufficient to pay for unanticipated budgetary expenses.

<b>TO THE DIRECTOR OF THE OFFICE OF MANAGEMENT AND BUDGET - SNOW AND WEATHER EMERGENCIES:</b>			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Snow and Weather Emergencies	\$172,000	\$0	\$172,000
<b>Total</b>	<b>\$172,000</b>	<b>\$0</b>	<b>\$172,000</b>

The Director of the Office of Management and Budget is authorized to transfer to each office, department, board, or commission such portions of the foregoing sum that, taken with amounts otherwise available to each such office, department, board, or commission, will be sufficient to pay for the contractual cost, overtime cost, materials, supplies, and equipment cost of emergency snow removal and weather emergencies.

<b>TO THE PLANNING DEPARTMENT:</b>			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$1,096,826	\$36,037	\$1,132,863
Materials, Supplies, and Equipment	318,231	0	318,231
Special Purpose	0	0	0
Debt Service	175,557	0	175,557
<b>Total</b>	<b>\$1,590,614</b>	<b>\$36,037</b>	<b>\$1,626,651</b>

<b>TO THE CITY COUNCIL:</b>			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$1,541,166	\$803,678	\$2,344,844
Materials, Supplies, and Equipment	536,922	273,387	810,309
Special Purpose	19,000	0	19,000
Debt Service	1,034	35,534	36,568
<b>Total</b>	<b>\$2,098,122</b>	<b>\$1,112,599</b>	<b>\$3,210,721</b>



TO THE CITY TREASURER:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$358,130	\$496,197	\$854,327
Materials, Supplies, and Equipment	105,096	4,701,021	4,806,117
<b>Total</b>	<b>\$463,226</b>	<b>\$5,197,218</b>	<b>\$5,660,444</b>

TO THE AUDITING DEPARTMENT:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$601,266	\$0	\$601,266
Materials, Supplies, and Equipment	213,969	0	213,969
<b>Total</b>	<b>\$815,235</b>	<b>\$0</b>	<b>\$815,235</b>

TO THE LAW DEPARTMENT:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$2,066,068	\$0	\$2,066,068
Materials, Supplies, and Equipment	583,790	0	\$583,790
<b>Total</b>	<b>\$2,649,858</b>	<b>\$0</b>	<b>\$2,649,858</b>

TO THE FINANCE DEPARTMENT:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$5,415,701	\$0	\$5,415,701
Materials, Supplies, and Equipment	4,114,983	0	\$4,114,983
Program and Activities	0	0	\$0
Debt Service	53,090	0	\$53,090
<b>Total</b>	<b>\$9,583,774</b>	<b>\$0</b>	<b>\$9,583,774</b>

TO THE DIRECTOR OF FINANCE - BUDGET RESERVE ACCOUNT:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Debt Service	\$0	\$0	\$0
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

The Director of Finance is authorized to transfer the above amount into the Budget Reserve Account as the FY 2020 contribution, in conformance with Wilmington City Code, Chapter 2, Article VI, Division 2. No transfer from this account to any annual operating budget accounts of any office, department, board, or commission shall be made except upon approval of an ordinance passed by a two-thirds majority vote of the President and all members of Council.

<b>TO THE DEPARTMENT OF COMMERCE</b>			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Debt Service	\$720,226	\$0	\$720,226
<b>Total</b>	<b>\$720,226</b>	<b>\$0</b>	<b>\$720,226</b>

<b>TO THE HUMAN RESOURCES DEPARTMENT</b>			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$1,838,207	\$0	\$1,838,207
Materials, Supplies, and Equipment	476,495	0	476,495
Debt Service	40,281	0	40,281
<b>Total</b>	<b>\$2,354,983</b>	<b>\$0</b>	<b>\$2,354,983</b>

<b>TO THE DEPARTMENT OF LICENSES AND INSPECTIONS (L&amp;I):</b>			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$4,222,783	\$0	\$4,222,783
Materials, Supplies, and Equipment	1,023,230	0	1,023,230
Debt Service	7,255	0	7,255
Programs and Activities	0	0	0
<b>Total</b>	<b>\$5,253,268</b>	<b>\$0</b>	<b>\$5,253,268</b>

<b>TO THE DEPARTMENT OF L&amp;I FOR ANIMAL CONTROL:</b>			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Special Purpose	\$307,500	\$0	\$307,500
<b>Total</b>	<b>\$307,500</b>	<b>\$0</b>	<b>\$307,500</b>

<b>DEPARTMENT OF L&amp;I TOTAL</b>	<b>\$5,560,768</b>	<b>\$0</b>	<b>\$5,560,768</b>
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**TO THE DEPARTMENT OF PARKS AND RECREATION:**

	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$4,730,122	\$598,059	\$5,328,181
Materials, Supplies, and Equipment	2,526,008	894,602	3,420,610
Debt Service	1,773,483	0	1,773,483
Programs and Activities	0	0	0
<b>Total</b>	<b>\$9,029,613</b>	<b>\$1,492,661</b>	<b>\$10,522,274</b>

**TO THE FIRE DEPARTMENT:**

	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$21,974,633	\$0	\$21,974,633
Materials, Supplies, and Equipment	2,720,386	201,369	2,921,755
Debt Service	1,453,727	0	1,453,727
Programs and Activities	0	0	0
<b>Total</b>	<b>\$26,148,746</b>	<b>\$201,369</b>	<b>\$26,350,115</b>

**TO THE POLICE DEPARTMENT:**

	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$52,604,126	\$718,899	\$53,323,025
Materials, Supplies, and Equipment	7,723,297	0	7,723,297
Debt Service	247,097	0	247,097
Programs and Activities	0	0	0
<b>Total</b>	<b>\$60,574,520</b>	<b>\$718,899</b>	<b>\$61,293,419</b>

**TO THE DEPARTMENT OF PUBLIC WORKS:**

	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$9,900,405	\$0	\$9,900,405
Materials, Supplies, and Equipment	11,496,977	1,260,608	12,757,585
Debt Service	4,811,381	0	4,811,381
Programs and Activities	0	0	0
<b>Total</b>	<b>\$26,208,763</b>	<b>\$1,260,608</b>	<b>\$27,469,371</b>

**TO THE DEPARTMENT OF PUBLIC WORKS-  
THE BOARD OF EXAMINING ENGINEERS:**

	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$0	\$0	\$0
Materials, Supplies, and Equipment	0	0	0
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**TO THE DEPARTMENT OF REAL ESTATE AND HOUSING:**

	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$165,932	\$971,210	\$1,137,142
Materials, Supplies, and Equipment	941,283	183,900	1,125,183
Debt Service	731,820	0	731,820
Programs and Activities	0	1,866,297	1,866,297
Pass-Through	0	0	0
<b>Total</b>	<b>\$1,839,035</b>	<b>\$3,021,407</b>	<b>\$4,860,442</b>

**TO THE DEPARTMENT OF INFORMATION TECHNOLOGIES**

	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$2,249,219	\$0	\$2,249,219
Materials, Supplies, and Equipment	6,001,530	0	6,001,530
Debt Service	326,905	0	326,905
Programs and Activities	0	0	0
<b>Total</b>	<b>\$8,577,654</b>	<b>\$0</b>	<b>\$8,577,654</b>

**SECTION 4.** The Director of Finance is authorized upon transfer of any function from one office, department, board, or commission to another office, department, board, or commission to transfer to the successor office, department, board, or commission those portions that pertain to the function transferred.

**SECTION 5.** Whenever, pursuant to the provisions of Section 8-401 of the Charter, employees of any office, department, board, or commission are used by another office, department, board, or commission, the compensation of such employees for the period of such

use may, at the discretion of the Director of Finance, be charged against the applicable appropriations to the using office, department, board, or commission.

**SECTION 6.** Appropriations in the sum of \$77,925,640 are hereby made from the Water/Sewer Fund as follows:

**TO THE DEPARTMENT OF FINANCE - WATER/SEWER BILLING:**

	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$2,622,543	\$0	\$2,622,543
Materials, Supplies, and Equipment	4,185,206	0	4,185,206
Debt Service	51,271	0	51,271
<b>Total</b>	<b>\$6,859,020</b>	<b>\$0</b>	<b>\$6,859,020</b>

**TO THE AUDITING DEPARTMENT:**

	<u>City</u>	<u>Special</u>	<u>Total</u>
Materials, Supplies, and Equipment	\$84,984	\$0	\$84,984
<b>Total</b>	<b>\$84,984</b>	<b>\$0</b>	<b>\$84,984</b>

**TO THE DIRECTOR OF FINANCE - SALARY ADJUSTMENT/ATTRITION:**

	<u>City</u>	<u>Special</u>	<u>Total</u>
Salary Adjustment	\$0	\$0	\$0
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

The Director of Finance is authorized to transfer to each office or department such portions of the foregoing sum as will be sufficient to pay for personal services increases authorized by Council action, and to transfer from each department in which a vacancy occurs funds in an amount equal to the unexpended personal services balance for such unfilled position.

**TO THE DEPARTMENT OF PUBLIC WORKS:**

	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$9,287,966	\$0	\$9,287,966
Materials, Supplies, and Equipment	55,435,893	0	55,435,893
Debt Service	6,257,777	0	6,257,777
<b>Total</b>	<b>\$70,981,636</b>	<b>\$0</b>	<b>\$70,981,636</b>



**SECTION 7.** Appropriations in the sum of \$39,547,045 are made from the Intragovernmental Service Fund as follows:

<b>TO THE MAYOR:</b>			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$0	\$0	\$0
Materials, Supplies, and Equipment	0	0	0
Debt Service	0	0	0
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

<b>TO THE FINANCE DEPARTMENT:</b>			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$0	\$0	\$0
Materials, Supplies, and Equipment	0	0	0
Debt Service	0	0	0
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

<b>TO THE DEPARTMENT OF PUBLIC WORKS:</b>			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$0	\$0	\$0
Materials, Supplies, and Equipment	7,568,462	0	7,568,462
Debt Service	145,924	0	145,924
<b>Total</b>	<b>\$7,714,386</b>	<b>\$0</b>	<b>\$7,714,386</b>

<b>TO THE HUMAN RESOURCES DEPARTMENT:</b>			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$1,131,944	\$0	\$1,131,944
Materials, Supplies, and Equipment	5,388,193	0	5,388,193
Special Purpose	25,312,522	0	25,312,522
<b>Total</b>	<b>\$31,832,659</b>	<b>\$0</b>	<b>\$31,832,659</b>

**TO THE DIRECTOR OF HUMAN RESOURCES - RISK MNGT./ENVIRONMENTAL  
LIABILITY RESERVE ACCOUNT:**

	<u>City</u>	<u>Special</u>	<u>Total</u>
Risk Mgt./Environmental Acct.	\$0	\$0	\$0
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

The Director of Finance is authorized to transfer the above amount to the Human Resources Department in its Risk Management/Environmental Liability Reserve Account as the FY 2020 contribution in conformity with the provisions of Wilmington City Code, Chapter 2, Article VI, Division 8. The account shall be maintained in a manner sufficient to permit it to accrue through accumulation of principal and interest and the balance shall be carried forward from one fiscal year to the next. The account shall be accessed and transfers shall be authorized only for purposes of the City meeting an obligation arising out of liability on the part of City government.

The personal services, materials, supplies, and equipment provided for herein shall be allocated among and paid for by the departments receiving intragovernmental services. The Director of Finance is hereby authorized to transfer funds from the accounts of departments using such intragovernmental services and to adjust upwards the appropriations contained herein for intragovernmental services so long as appropriated funds are available to pay for such services. The appropriations made herein shall be wholly payable from the appropriations for materials, supplies, and equipment made to departments receiving intragovernmental services and the limitations of Wilmington Charter Section 2-300(6) shall not apply.

Appropriations to the Human Resources Department include ongoing funding of the Risk Management Program, pursuant to the provisions of Wilmington City Code, Chapter 2, Article VI, Division 8.

**SECTION 8.** Appropriations in the sum of \$13,113,565 not subject to the limitations of Wilmington Charter Section 2-300(6), are included in the appropriations of Sections 2, 5, and 6, under the heading “Special”. These appropriations of special funds are made contingent upon the receipt of funds and shall be utilized in the manner prescribed by the statutes, ordinances, regulations, resolutions, and/or grants from which they derive. In the event new funds are received or funds are received in greater or lesser amounts than appropriated above, spending shall be adjusted upward or downward in accordance with the funds available. In no event shall spending of the special funds herein provided for exceed the amounts actually received or otherwise made available.

**SECTION 9.** Except as otherwise provided by this Ordinance, special funds, heretofore established pursuant to any ordinances, statutes, resolutions, and/or grants shall continue to be utilized in Fiscal Year 2020 for the purpose and in the manner prescribed by such ordinances, statutes, resolutions, and/or grants to the extent that they are consistent with the provisions of the Wilmington Home Rule Charter.

When, under the Charter, an appropriation is a prerequisite to the payment of money from such special funds, this section shall be construed as an appropriation of the full proceeds of such funds for the purposes heretofore authorized by such ordinances, statutes, resolutions and/or grants.

**SECTION 10.** The amounts herein appropriated for materials, supplies, and equipment shall be deemed to be available for encumbrance upon the effective date of this Ordinance, to the extent necessary to facilitate the operations of the various offices, departments, boards, and commissions for Fiscal Year 2020, provided that no services shall be rendered prior to July 1, 2019, and no materials, supplies, and equipment acquired shall be used in Fiscal Year 2019,



except to the extent required to prepare for Fiscal Year 2020 operations.

**SECTION 11. A. Position Allocation.** Attachment “A” hereto sets forth the positions authorized to be filled between July 1, 2019 and June 30, 2020. Pursuant to Section 40-36 of the City Code, any previously existing classifications and allocation of classifications are hereby abolished. Hereinafter, no additional positions shall be created or allocated without review and approval by the Administrative Board and designation by ordinance of the City Council, except that nothing in this Ordinance shall preclude the hiring and payment of employees filling positions where monies other than those appropriated by this Ordinance are available.

**B. Executive and Managerial Salary Program and Salary Review Matrix.** Attachment “B” hereto sets forth for Fiscal Year 2020 the positions that are in the executive and management salary program, the salary review matrix, and the declared maximum salary rates for Department Heads, pursuant to the provisions of Wilmington City Code, Chapter 40, Article II, Division 3, as amended by Substitute No. 1 to Ordinance No. 04-010.

**C. Non-Union Employee Salaries.** Attachment “C” hereto sets forth the Non-Union Salaries and the Grades and Steps for the same for Fiscal Year 2020.

**SECTION 12.** All unencumbered balances on hand as of July 1, 2020, held by any office, department, board, or commission named in Sections 2, 5, and 6 of this Ordinance shall revert to the City of Wilmington Current Account.

**SECTION 13. Effective Date.** This Ordinance shall be deemed effective as of its date of passage by City Council and approval by the Mayor.

First Reading.....October 17, 2019  
Second Reading.....October 17, 2019  
Third Reading.....

Passed by City Council,

\_\_\_\_\_  
President of City Council

ATTEST: \_\_\_\_\_  
City Clerk

Approved this \_\_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_  
Mayor

**SYNOPSIS AND FISCAL IMPACT:** This Ordinance is the first amendment to the Fiscal Year 2020 Operating Budget Ordinance. It contains changes to the position allocation list and increased budget appropriations for the Police Department to fund a body camera program.

First, the amendment amends the Fiscal Year 2020 position allocation list (the "PAL") by increasing the authorized strength of the Police Department from a total of 315 to 319 sworn officers. Specifically, the PAL is amended by adding (i) one Sergeant position (an increase of total Sergeant positions from 37 to 38) and (ii) three Patrol Officer positions (an increase of total Patrol Officer positions from 257 to 260). Overall, the PAL has an increase of four (4.00) Fulltime Equivalent positions.

Second, the amendment increases the Fiscal Year 2020 budget appropriations for the Police Department both to pay for the salaries and benefits of the four new sworn officers and for the contract with the company that will provide the body cameras and related services to the City. Assuming that hiring for the new positions will not occur before January 1, 2020, the Police Department's General Fund Personal Services budget allocation is increased by \$197,095. The contract to purchase 319 body cameras and related services is a five-year contract, the first year of which will cost \$542,388. To cover the cost of the contract, the Police Department's FY 2020 General Fund Materials, Supplies, and Equipment budget appropriation is increased by \$542,388.

The total fiscal impact and budget appropriation increase to the FY 2020 General Fund Budget for the Police Department body camera program is \$739,483 and will be funded by utilizing the Tax Stabilization Reserve.

## **ATTACHMENT A**

**Fiscal Year 2020**  
**DEPARTMENTAL POSITION ALLOCATION LIST**

**Amendment # 1****Fund: General****Department: Mayor's Office**

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Mayor	1.00	Ext	1.00	0.00
Mayor's Chief of Staff	1.00	E 11	1.00	0.00
Deputy Chief of Staff for Fiscal and Management Operations	1.00	E 10	1.00	0.00
Deputy Chief of Staff for Policy and Communications	1.00	E 10	1.00	0.00
Director of Economic Development	1.00	E 09	1.00	0.00
Deputy Director of Economic Development	1.00	E 07	1.00	0.00
Emergency Management Director	1.00	E 07	0.50	0.50
Special Assistant to the Mayor for Employment Initiatives	1.00	E 07	1.00	0.00
Director of Cultural Affairs	1.00	E 06	1.00	0.00
Policy Analyst	1.00	E 06	1.00	0.00
Best Practices/Innovation Specialist	1.00	E 05	1.00	0.00
Director of Constituent Services	1.00	E 05	1.00	0.00
Arts & Cultural Outreach Specialist	1.00	E 04	1.00	0.00
Digital and Social Media Manager	1.00	E 04	1.00	0.00
Economic Development Project Manager I	1.00	E 04	1.00	0.00
Office Manager/Administrative Assistant	1.00	E 04	1.00	0.00
Marketing and Special Projects Coordinator	1.00	E 04	1.00	0.00
Special Assistant	1.00	E 04	1.00	0.00
Special Assistant for Community Engagement	1.00	E 04	1.00	0.00
Communications Specialist	1.00	E 03	1.00	0.00
Community Referral Specialist	1.00	E 03	1.00	0.00
Administrative Assistant II	1.00	E 02	1.00	0.00
Constituent Services Officer	2.00	E 02	2.00	0.00
Mayor's Office Receptionist	1.00	E 01	1.00	0.00
Budget Director	1.00	M 08	1.00	0.00
Assistant Budget Director	1.00	M 06	1.00	0.00
Small and Minority Business Development Manager	1.00	M 05	1.00	0.00
Fiscal & Operations Analyst	3.00	S	3.00	0.00
Civil Appeals Administrator	1.00	N	1.00	0.00
Constituent Services Project Specialist	1.00	N	1.00	0.00
Constituent Services Representative	1.00	G	1.00	0.00
<b>DEPARTMENT TOTAL</b>	<b>34.00</b>		<b>33.50</b>	<b>0.50</b>

**Fund: General**  
**Department: Information Technologies**  
**Fiscal Year 2020**

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Director of Information Technologies	1.00	M 07	1.00	0.00
Application Support Specialist II	2.00	T	2.00	0.00
Senior Information Desktop Engineer	1.00	S	1.00	0.00
Mapping & Graphics Manager	1.00	S	1.00	0.00
Information Systems Administrator	1.00	S	1.00	0.00
Network Technician	1.00	R	1.00	0.00
Information Help Desk Coordinator	1.00	Q	1.00	0.00
Information Desktop Engineer	1.00	P	1.00	0.00
Information Help Desk Engineer	3.00	P	3.00	0.00
Application Support Specialist I	1.00	P	1.00	0.00
Telephony Analyst	1.00	O	1.00	0.00
Webmaster	1.00	O	1.00	0.00
Information Analyst I	1.00	N	1.00	0.00
IT Office Coordinator	1.00	M	1.00	0.00
Mapping Technician II	1.00	L	1.00	0.00
Communications Assistant	1.00	G	1.00	0.00
Document Management Technician	2.00	G	2.00	0.00
IT Support Services Technician	1.00	D	1.00	0.00
<b>DEPARTMENT TOTAL</b>	<b>22.00</b>		<b>22.00</b>	<b>0.00</b>

**Fund: General**  
**Department: Planning**  
**Fiscal Year 2020**

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Director of Planning and Development	1.00	E 08	1.00	0.00
Administrative Assistant II	1.00	E 02	1.00	0.00
Planning Manager	1.00	M 07	1.00	0.00
Planning Grants Coordinator	1.00	M 05	1.00	0.00
Senior Planner Design & Review	1.00	T	1.00	0.00
Senior Planner III	1.00	S	1.00	0.00
Senior Planner II	1.00	R	1.00	0.00
Planner II	2.00	Q	1.55	0.45
Planner I	1.00	N	1.00	0.00
<b>DEPARTMENT TOTAL</b>	<b>10.00</b>		<b>9.55</b>	<b>0.45</b>

**Fund: General**  
**Department: City Council**  
**Fiscal Year 2020**

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
President of City Council	1.00	Ext	1.00	0.00
Finance Chairman	1.00	Ext	1.00	0.00
President Pro Tempore	1.00	Ext	1.00	0.00
Council Members	10.00	Ext	10.00	0.00
Chief Financial Officer & Policy Advisor	1.00	Ext	0.95	0.05
Chief of Staff	1.00	Ext	0.75	0.25
Legislative & Community Director	1.00	Ext	1.00	0.00
City Clerk	1.00	Ext	1.00	0.00
Deputy Station Manager	1.00	Ext	0.00	1.00
Digital & Media Content Producer	1.00	Ext	0.00	1.00
Digital Media & Web Content Creator	1.00	Ext	0.00	1.00
Executive Administrative Assistant	1.00	Ext	1.00	0.00
Legislative Administrative Assistant	1.00	Ext	0.50	0.50
Legislative Administrative Assistant/Deputy City Clerk	1.00	Ext	1.00	0.00
Producer	3.00	Ext	0.00	3.00
Senior Producer/On-Air Talent	1.00	Ext	0.00	1.00
Station Manager-WITN	1.00	Ext	0.00	1.00
<b>DEPARTMENT TOTAL</b>	<b>28.00</b>		<b>19.20</b>	<b>8.80</b>

**Fund: General**  
**Department: City Treasurer**  
**Fiscal Year 2020**

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
City Treasurer	1.00	Ext	0.50	0.50
Deputy Treasurer	1.00	Ext	0.50	0.50
Administrative Assistant to the City Treasurer	1.00	Ext	0.50	0.50
Pension Manager	1.00	Ext	0.00	1.00
Debt Manager/System Coordinator	1.00	Ext	0.50	0.50
Senior Treasury Analyst	2.00	Q	1.00	1.00
<b>DEPARTMENT TOTAL</b>	<b>7.00</b>		<b>3.00</b>	<b>4.00</b>



**Fund: General**  
**Department: City Auditor**  
**Fiscal Year 2020**

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
City Auditor	1.00	E 08	1.00	0.00
Auditing Manager	1.00	M 06	1.00	0.00
Senior Auditor	3.00	S	3.00	0.00
<b>DEPARTMENT TOTAL</b>	<b>5.00</b>		<b>5.00</b>	<b>0.00</b>

**Fund: General**  
**Department: Law**  
**Fiscal Year 2020**

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
City Solicitor	1.00	E 10	1.00	0.00
Deputy City Solicitor	1.00	E 09	1.00	0.00
Senior Assistant City Solicitor	3.00	E 08	3.00	0.00
Assistant City Solicitor	5.00	E 07	5.00	0.00
Legal Office Administrator	1.00	M 04	1.00	0.00
Litigation Assistant	1.00	P	1.00	0.00
Real Estate Legal Coordinator	1.00	P	1.00	0.00
Legal Assistant II	1.00	O	1.00	0.00
Nuisance Property Administrator	1.00	O	1.00	0.00
Legal Assistant I	2.00	M	2.00	0.00
<b>DEPARTMENT TOTAL</b>	<b>17.00</b>		<b>17.00</b>	<b>0.00</b>

**Fund: General**  
**Department: Finance**  
**Fiscal Year 2020**

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Director of Finance	0.50	E 10	0.50	0.00
Deputy Director of Finance	0.60	E 08	0.60	0.00
Administrative Assistant II	0.75	E 02	0.75	0.00
Principal Analyst	0.50	M 06	0.50	0.00
Procurement Manager	1.00	M 06	1.00	0.00
Accounting Manager	0.65	M 06	0.65	0.00
Customer Service Manager	0.50	M 06	0.50	0.00
Revenue Manager	0.35	M 06	0.35	0.00
Tax Manager	1.00	M 06	1.00	0.00
Senior Financial Analyst	0.80	M 05	0.80	0.00
Billing Manager	0.20	T	0.20	0.00
Revenue Supervisor	0.50	T	0.50	0.00
Tax Supervisor	1.00	T	1.00	0.00
Delinquent Accounts Supervisor	0.50	S	0.50	0.00
Grant Accountant	0.75	S	0.75	0.00
Grant Coordinator	0.75	S	0.75	0.00
Parking Services Supervisor	1.00	S	1.00	0.00
Senior Accountant	2.00	S	2.00	0.00
Assistant Tax Supervisor	1.00	R	1.00	0.00
Revenue Audit Agent	2.00	R	2.00	0.00
Sheriff Sale Administrator	0.10	R	0.10	0.00
Real Estate Coordinator	1.00	Q	1.00	0.00
Senior Procurement Specialist	1.00	Q	1.00	0.00
Purchasing Agent II	1.00	P	1.00	0.00
Customer Service Consultant	0.20	O	0.20	0.00
Staff Accountant	0.50	O	0.50	0.00
Accounts Payable Supervisor	0.50	N	0.50	0.00
Assistant Central Cashiering Supervisor	0.50	N	0.50	0.00
Assistant Revenue Audit Agent	1.00	M	1.00	0.00
Senior EIT Agent	2.00	M	2.00	0.00
Settlement Clerk	0.20	M	0.20	0.00
Delinquent Accounts Agent	1.50	L	1.50	0.00
EIT Agent	4.00	L	4.00	0.00
Purchasing Technician	1.00	J	1.00	0.00
Senior Parking Regulations Enforcement Officer	1.00	J	1.00	0.00
Assistant EIT Agent	1.00	I	1.00	0.00
Customer Service Representative II	3.50	I	3.50	0.00
Account Entry Clerk	3.50	G	3.50	0.00
Administrative Clerk I	3.50	G	3.50	0.00
Scofflaw Enforcer	2.00	G	2.00	0.00
Account Clerk III	0.50	F	0.50	0.00
Parking Regulations Enforcement Officer	13.00	F	13.00	0.00
<b>DEPARTMENT TOTAL</b>	<b>58.85</b>		<b>58.85</b>	<b>0.00</b>

**Fund: Water and Sewer**  
**Department: Finance**  
**Fiscal Year 2020**

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Director of Finance	0.50	E 10	0.50	0.00
Deputy Director of Finance	0.40	E 08	0.40	0.00
Administrative Assistant II	0.25	E 02	0.25	0.00
Accounting Manager	0.35	M 06	0.35	0.00
Customer Service Manager	0.50	M 06	0.50	0.00
Principal Analyst	0.50	M 06	0.50	0.00
Revenue Manager	0.65	M 06	0.65	0.00
Senior Financial Analyst	0.20	M 05	0.20	0.00
Billing Manager	0.80	T	0.80	0.00
Revenue Supervisor	0.50	T	0.50	0.00
Delinquent Accounts Supervisor	0.50	S	0.50	0.00
Grant Accountant	0.25	S	0.25	0.00
Grant Coordinator	0.25	S	0.25	0.00
Senior Accountant	1.00	S	1.00	0.00
Sheriff Sale Administrator	0.90	R	0.90	0.00
Billing Analyst	3.00	Q	3.00	0.00
Customer Service Consultant	2.80	O	2.80	0.00
Staff Accountant	1.50	O	1.50	0.00
Accounts Payable Supervisor	0.50	N	0.50	0.00
Assistant Central Cashiering Supervisor	0.50	N	0.50	0.00
Settlement Clerk	0.80	M	0.80	0.00
Delinquent Accounts Agent	1.50	L	1.50	0.00
Meter Reader Services Coordinator	1.00	K	1.00	0.00
Customer Service Representative II	3.50	I	3.50	0.00
Delinquent Accounts Officer	1.00	H	1.00	0.00
Account Entry Clerk	0.50	G	0.50	0.00
Administrative Clerk I	0.50	G	0.50	0.00
Account Clerk III	0.50	F	0.50	0.00
Meter Reader	1.00	E	1.00	0.00
<b>DEPARTMENT TOTAL</b>	<b>26.15</b>		<b>26.15</b>	<b>0.00</b>

**Fund: General**  
**Department: Human Resources**  
**Fiscal Year 2020**

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Director of Human Resources	0.55	E 09	0.55	0.00
Deputy Director of Human Resources	0.55	E 08	0.55	0.00
Administrative Assistant II	1.00	E 02	1.00	0.00
Director of Employment Services	1.00	M 07	1.00	0.00
Director of Classification & Compensation	1.00	M 06	1.00	0.00
Human Resources Administrator	3.00	M 04	3.00	0.00
Human Resources Information Systems Administrator	1.00	T	1.00	0.00
Labor Relations Specialist	1.00	R	1.00	0.00
Compensation Specialist	1.00	Q	1.00	0.00
Compliance Specialist	1.00	P	1.00	0.00
Human Resources Information and Systems Analyst	1.00	P	1.00	0.00
Employee Engagement Administrator	1.00	O	1.00	0.00
Human Resources Specialist	1.00	N	1.00	0.00
Retirement Specialist	0.50	N	0.50	0.00
Human Resources Leave Administrator	1.00	L	1.00	0.00
Human Resources Office Assistant	1.00	G	1.00	0.00
<b>DEPARTMENT TOTAL</b>	<b>16.60</b>		<b>16.60</b>	<b>0.00</b>

**Fund: Internal Service**  
**Department: Human Resources**  
**Fiscal Year 2020**

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Director of Human Resources	0.45	E 09	0.45	0.00
Deputy Director of Human Resources	0.45	E 08	0.45	0.00
Employee Benefits Manager	1.00	M 06	1.00	0.00
Occupational Health, Safety & Loss Prevention Programs Manager	1.00	M 05	1.00	0.00
Occupational Health Nurse	1.00	R	1.00	0.00
Senior Employee Benefits Administrator	1.00	Q	1.00	0.00
Claims Supervisor	1.00	P	1.00	0.00
Employee Benefits Administrator	1.00	P	1.00	0.00
Risk Management Analyst	1.00	O	1.00	0.00
Retirement Specialist	0.50	N	0.50	0.00
Medical Dispensary Coordinator	1.00	K	1.00	0.00
<b>DEPARTMENT TOTAL</b>	<b>9.40</b>		<b>9.40</b>	<b>0.00</b>

**Fund: General**  
**Department: Licenses and Inspections**  
**Fiscal Year 2020**

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Commissioner of Licenses and Inspections	1.00	E 09	1.00	0.00
Deputy Commissioner of Licenses and Inspections	1.00	E 07	1.00	0.00
Administrative Assistant I	1.00	E 01	1.00	0.00
Code Enforcement Supervisor	1.00	T	1.00	0.00
Zoning Manager	1.00	T	1.00	0.00
Building Code Enforcement Inspector	5.00	Q	5.00	0.00
Plans Examiner	2.00	Q	2.00	0.00
Mechanical Code Enforcement Inspector	1.00	Q	1.00	0.00
Code Enforcement Inspector	18.00	P	18.00	0.00
Code Enforcement Administrator	1.00	O	1.00	0.00
Zoning Enforcement Officer	1.00	N	1.00	0.00
Building Permit Director	1.00	M	1.00	0.00
Business Compliance Officer	1.00	M	1.00	0.00
Administrative Supervisor	1.00	L	1.00	0.00
Administrative Clerk III	1.00	I	1.00	0.00
Administrative Clerk I	5.00	G	5.00	0.00
Records Clerk	1.00	C	1.00	0.00
<b>DEPARTMENT TOTAL</b>	<b>43.00</b>		<b>43.00</b>	<b>0.00</b>

**Fund: General**  
**Department: Parks and Recreation**  
**Fiscal Year 2020**

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Director of Parks and Recreation	1.00	E 08	1.00	0.00
Deputy Director of Parks and Recreation	1.00	E 06	1.00	0.00
Administrative Assistant I	1.00	E 01	1.00	0.00
Superintendent of Maintenance, Parks & Recreation	1.00	M 05	1.00	0.00
Superintendent of Recreation	1.00	M 05	1.00	0.00
Youth & Families Manager	1.00	M 05	1.00	0.00
Parks Maintenance Supervisor	2.00	M 04	2.00	0.00
Parks Financial Administrator	1.00	P	1.00	0.00
Nutrition Program Coordinator	1.00	N	0.60	0.40
Program and Grants Coordinator	1.00	N	1.00	0.00
Youth & Families Program Administrator	1.00	N	1.00	0.00
Activities Coordinator	1.00	M	1.00	0.00
Physical Activities Coordinator	1.00	M	1.00	0.00
Recreation Program Coordinator	2.00	M	2.00	0.00
Equipment and Transportation Assistant	1.00	K	1.00	0.00
Accounts & Program Support Coordinator	1.00	H	1.00	0.00
Labor Foreman II	4.00	H	4.00	0.00
Small Engine Mechanic	1.00	H	1.00	0.00
Maintenance Mechanic III	1.00	G	1.00	0.00
Equipment Operator IV	3.00	F	3.00	0.00
Pool Mechanic	1.00	F	1.00	0.00
Labor Foreman I	4.00	E	4.00	0.00
Clerk II	1.00	D	1.00	0.00
Equipment Operator II	3.00	D	3.00	0.00
Nursery Technician	1.00	D	1.00	0.00
General Laborer I	4.00	B	4.00	0.00
<b>DEPARTMENT TOTAL</b>	<b>41.00</b>		<b>40.60</b>	<b>0.40</b>



**Fund: General**  
**Department: Fire**  
**Fiscal Year 2020**

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Chief of Fire	1.00	E 09	1.00	0.00
Deputy Chief	2.00	E 07	2.00	0.00
Administrative Assistant II	1.00	E 02	1.00	0.00
Battalion Chief	10.00		10.00	0.00
Captain	11.00		11.00	0.00
Lieutenant	29.00		29.00	0.00
Firefighter	103.00		103.00	0.00
Fire Plans Reviewer	1.00	P	1.00	0.00
Executive Assistant to the Chief	1.00	N	1.00	0.00
Fiscal Administrator	1.00	K	1.00	0.00
Administrative Clerk II	1.00	H	1.00	0.00
<b>DEPARTMENT TOTAL</b>	<b>161.00</b>		<b>161.00</b>	<b>0.00</b>

**Fund: General**  
**Department: Police**  
**Fiscal Year 2020**

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Chief of Police	1.00	E 09	1.00	0.00
Police Policy and Communications Director	1.00	E 06	1.00	0.00
Inspector	2.00		2.00	0.00
Captain	7.00		7.00	0.00
Lieutenant	11.00		11.00	0.00
Sergeant	38.00		38.00	0.00
Patrol Officer	260.00		254.57	5.43
Victim Services Supervisor	1.00	S	1.00	0.00
Bilingual Victims Case Coordinator	1.00	Q	1.00	0.00
Cold Case Investigator	1.00	Q	1.00	0.00
Crime Analyst	2.00	Q	2.00	0.00
Domestic Violence Coordinator	1.00	P	1.00	0.00
Communications Supervisor	5.00	O	5.00	0.00
Financial Administrator	1.00	O	1.00	0.00
Youth Intervention Specialist	1.00	N	1.00	0.00
Records Supervisor	1.00	M	1.00	0.00
Information Input Specialist	1.00	K	1.00	0.00
Senior Emergency Communications Specialist	1.00	K	1.00	0.00
Criminal Records Coordinator	1.00	I	1.00	0.00
Emergency Communications Specialist	12.00	I	12.00	0.00
Administrative Clerk II	1.00	H	1.00	0.00
Emergency Call Operator	15.00	H	15.00	0.00
Administrative Clerk I	1.00	G	1.00	0.00
Communications and Data Specialist	7.00	G	7.00	0.00
Document Management Technician	1.00	G	1.00	0.00
Police Records Specialist	1.00	G	1.00	0.00
Police Reports Specialist	1.00	G	1.00	0.00
Property Technician	1.00	G	1.00	0.00
Senior Clerk	1.00	G	1.00	0.00
Vehicle Maintenance Technician	1.00	G	1.00	0.00
Teleserve Operator	5.00	F	5.00	0.00
<b>DEPARTMENT TOTAL</b>	<b>384.00</b>		<b>378.57</b>	<b>5.43</b>

**Fund: General**  
**Department: Public Works**  
**Fiscal Year 2020**

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Commissioner of Public Works	0.25	E 09	0.25	0.00
Deputy Commissioner of Public Works	0.50	E 08	0.50	0.00
Administrative Assistant I	0.25	E 01	0.25	0.00
Director of Transportation	1.00	M 07	1.00	0.00
Administrative Services Director	0.35	M 06	0.35	0.00
City Engineer	0.45	M 06	0.45	0.00
Operations Director	1.00	M 06	1.00	0.00
Transportation Engineer	1.00	T	1.00	0.00
Building Services Manager	1.00	R	1.00	0.00
Contracts & Fleet Administrator	1.00	R	1.00	0.00
Sanitation Manager	1.00	R	1.00	0.00
Construction Supervisor/RCMS MGR	0.50	Q	0.50	0.00
CADD/GIS Engineering Coordinator	1.00	Q	1.00	0.00
Transportation Administrative Supervisor	1.00	P	1.00	0.00
Engineering Records Coordinator	0.25	O	0.25	0.00
Street Cleaning Supervisor	1.00	O	1.00	0.00
Assistant Sanitation Supervisor	2.00	N	2.00	0.00
Assistant Building Services Manager	1.00	N	1.00	0.00
Constituent Services Supervisor	0.30	M	0.30	0.00
ITMS Senior Technician	1.00	M	1.00	0.00
Traffic Maintenance Foreman	1.00	M	1.00	0.00
Administrative Coordinator	0.50	M	0.50	0.00
Assistant Street Cleaning Supervisor	2.00	L	2.00	0.00
Assistant Street and Sewer Maintenance Supervisor	0.20	L	0.20	0.00
Assistant Constituent Services Supervisor	0.30	K	0.30	0.00
Purchasing Coordinator I	0.70	J	0.70	0.00
Administrative Clerk III	0.50	I	0.50	0.00
Building Services Foreman	1.00	I	1.00	0.00
Constituent Services Assistant	0.90	I	0.90	0.00
Construction Inspector	1.00	I	1.00	0.00
Account Technician	0.50	H	0.50	0.00
Equipment Operator V	1.40	H	1.40	0.00
Labor Foreman II	0.20	H	0.20	0.00
Signal Electrician	4.00	H	4.00	0.00
Building Technician I	1.00	G	1.00	0.00
Traffic Maintenance Technician II	4.00	G	4.00	0.00
Traffic Technician II	2.00	G	2.00	0.00
Equipment Operator IV	13.00	F	13.00	0.00
Sanitation Driver	15.00	E	15.00	0.00
Sanitation Worker	25.00	E	25.00	0.00
Equipment Operator II	10.00	D	10.00	0.00
General Laborer II	2.00	C	2.00	0.00
General Laborer I	17.00	B	17.00	0.00
<b>DEPARTMENT TOTAL</b>	<b>119.05</b>		<b>119.05</b>	<b>0.00</b>

**Fund: Water and Sewer**  
**Department: Public Works**  
**Fiscal Year 2020**

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Commissioner of Public Works	0.75	E 09	0.75	0.00
Deputy Commissioner of Public Works	0.50	E 08	0.50	0.00
Administrative Assistant I	0.75	E 01	0.75	0.00
Water Division Director	1.00	M 07	1.00	0.00
Administrative Services Director	0.65	M 06	0.65	0.00
Assistant Water Division Director	2.00	M 06	2.00	0.00
City Engineer	0.55	M 06	0.55	0.00
Water Quality Manager	1.00	M 05	1.00	0.00
Environmental Programs Manager	1.00	S	1.00	0.00
Civil Engineer	2.00	R	2.00	0.00
Contracts & Maintenance Supervisor	1.00	R	1.00	0.00
Forestry Programs & Operation Supervisor	1.00	R	1.00	0.00
Water Systems Supervisor	1.00	R	1.00	0.00
Construction Supervisor/RCMS MGR	0.50	Q	0.50	0.00
Water Distribution Supervisor	2.00	Q	2.00	0.00
Water Meter Supervisor	1.00	Q	1.00	0.00
Assistant Water Distribution Supervisor	1.00	P	1.00	0.00
Water Quality Assistant	1.00	P	1.00	0.00
Wet Weather Administrator	1.00	P	1.00	0.00
Engineering Records Coordinator	0.75	O	0.75	0.00
Sewer Maintenance Supervisor	1.00	O	1.00	0.00
Water Production Supervisor	1.00	O	1.00	0.00
Assistant Water Production Supervisor	1.00	N	1.00	0.00
City Forester	1.00	N	1.00	0.00
Constituent Services Supervisor	0.70	M	0.70	0.00
GIS Technician II	1.00	M	1.00	0.00
Water Production Maintenance Foreman	2.00	M	2.00	0.00
Administrative Coordinator	0.50	M	0.50	0.00
Assistant Street and Sewer Maintenance Supervisor	0.80	L	0.80	0.00
Assistant Water Meter Supervisor	1.00	L	1.00	0.00
Water Quality Specialist	3.00	L	3.00	0.00
Chief Construction Inspector	1.00	K	1.00	0.00
Assistant Constituent Services Supervisor	0.70	K	0.70	0.00
GIS Technician I	1.00	J	1.00	0.00
Purchasing Coordinator I	1.30	J	1.30	0.00
Tree Climber II/Tree Crew Foreman	1.00	J	1.00	0.00
Administrative Clerk III	0.50	I	0.50	0.00
Constituent Services Assistant	2.10	I	2.10	0.00
Construction Inspector	4.00	I	4.00	0.00
Labor Foreman III	3.00	I	3.00	0.00
Account Technician	0.50	H	0.50	0.00
Equipment Operator V	4.60	H	4.60	0.00
Labor Foreman II	1.80	H	1.80	0.00

**Fund: Water and Sewer (Continued)**  
**Department: Public Works**  
**Fiscal Year 2020**

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Plant Mechanic II	6.00	H	6.00	0.00
Plant Operator III	8.00	H	8.00	0.00
Welder	1.00	H	1.00	0.00
Maintenance Mechanic III	8.00	G	8.00	0.00
Equipment Operator IV	1.00	F	1.00	0.00
Maintenance Mechanic II	3.00	F	3.00	0.00
Tree Climber I	1.00	F	1.00	0.00
Equipment Operator III	1.00	E	1.00	0.00
Maintenance Mechanic I	1.00	E	1.00	0.00
Technical Maintenance Mechanic I	1.00	E	1.00	0.00
Equipment Operator II	2.00	D	2.00	0.00
General Laborer III	9.00	D	9.00	0.00
Equipment Operator I	1.00	C	1.00	0.00
General Laborer II	6.00	C	6.00	0.00
<b>DEPARTMENT TOTAL</b>	<b>103.95</b>		<b>103.95</b>	<b>0.00</b>

**Fund: General**  
**Department: Real Estate and Housing**  
**Fiscal Year 2020**

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Director of Real Estate and Housing	1.00	E 08	0.45	0.55
Director of Rehabilitation	1.00	M 05	0.05	0.95
Senior Program Director	1.00	M 05	0.00	1.00
Acquisition & Disposition Manager	1.00	Q	0.18	0.82
Development Specialist	1.00	Q	0.46	0.54
Program Administrator	1.00	P	0.21	0.79
Financial Administrator	1.00	O	0.00	1.00
Senior Rehabilitation Specialist II	2.00	N	0.13	1.87
GIS Technician I	1.00	J	0.00	1.00
Administrative Clerk II	1.00	H	0.00	1.00
<b>DEPARTMENT TOTAL</b>	<b>11.00</b>		<b>1.48</b>	<b>9.52</b>

## **ATTACHMENT B**

**City of Wilmington  
Executive and Managerial  
Position Level Salary Structure Matrix  
FY 2020**

	<b>Salary Range <u>07/01/19 - 06/30/20</u></b>	
<b><u>Level 1</u></b>	\$41,098	\$62,468
Administrative Assistant I Mayor's Office Receptionist		
<b><u>Level 2</u></b>	\$45,429	\$69,960
Administrative Assistant II Constituent Services Officer		
<b><u>Level 3</u></b>	\$50,078	\$78,123
Communications Assistant Community Referral Specialist		
<b><u>Level 4</u></b>	\$55,422	\$87,566
Arts & Cultural Outreach Specialist Digital & Social Media Manager Economic Development Project Manager I Human Resources Administrator Legal Office Administrator Marketing & Special Projects Coordinator Office Manager/Administrative Assistant Parks Maintenance Supervisor Special Assistant Special Assistant for Community Engagement		
<b><u>Level 5</u></b>	\$61,313	\$97,863
Best Practices/Innovation Specialist Director of Constituent Services Division Director of Rehabilitation Occupational Health, Safety & Loss Prevention Program Manager Planning Grants Coordinator Senior Financial Analyst Senior Program Director Small & Minority Business Development Manager Superintendent of Maintenance, Parks & Recreation Superintendent of Recreation Youth & Families Manager Water Quality Manager		



**Salary Range**  
**07/01/19 - 06/30/20**

<b><u>Level 6</u></b>	<b>\$68,388</b>	<b>\$109,419</b>
Accounting Manager		
Administrative Services Director		
Assistant Budget Director		
Assistant Water Division Director		
Auditing Manager		
City Engineer		
Customer Service Manager		
Deputy Director of Parks & Recreation		
Director of Classification & Compensation		
Director of Cultural Affairs		
Employee Benefits Manager		
Operations Director		
Police Policy & Communications Director		
Policy Analyst		
Principal Analyst		
Procurement Manager		
Revenue Manager		
Tax Manager		
<b><u>Level 7</u></b>	<b>\$73,789</b>	<b>\$118,799</b>
Assistant City Solicitor		
Deputy Chief of Fire		
Deputy Commissioner of Licenses & Inspections		
Deputy Director of Economic Development		
Director of Employment Services		
Director of Integrated Technologies		
Director of Transportation		
Emergency Management Director		
Planning Manager		
Special Assistant to the Mayor for Employment Initiatives		
Water Division Director		
<b><u>Level 8</u></b>	<b>\$79,534</b>	<b>\$127,939</b>
Budget Director		
City Auditor		
Deputy Commissioner of Public Works		
Deputy Director of Human Resources		
Deputy Finance Director		
Director of Parks & Recreation		
Director of Planning and Development		
Director of Real Estate & Housing		
Senior Assistant City Solicitor		

	<b>Salary Range</b> <b><u>07/01/19 - 06/30/20</u></b>	
<b><u>Level 9</u></b>	<b>\$85,765</b>	<b>\$138,081</b>
Chief of Fire		
Chief of Police*		
Commissioner of Licenses & Inspections		
Commissioner of Public Works		
Deputy City Solicitor		
Director of Economic Development		
Director of Human Resources		
<b><u>Level 10</u></b>	<b>\$92,363</b>	<b>\$148,704</b>
City Solicitor		
Deputy Chief of Staff for Fiscal and Management Operations		
Deputy Chief of Staff for Policy and Communications		
Director of Finance		
<b><u>Level 11</u></b>	<b>\$99,696</b>	<b>\$160,512</b>
Chief of Staff		

\*Declared Rate for Chief of Police increased beyond salary range per Ord #17-013

# City of Wilmington Salary Review Matrix FY '20

	First Third	Middle Third	Top Third
<b>Far Above Expectations</b>	7%	7%	7%
<b>Above Expectations</b>	6%	6%	6%
<b>Meets Expectations</b>	4%	4%	4%
<b>Below Expectations</b>	1%	1%	1%
<b>Far Below Expectations</b>	0%	0%	0%

# DECLARED RATES

## Department Heads

FY 2020

Title	Salary
Mayor	\$143,136
Chief of Staff	\$141,000
City Treasurer	\$140,006
City Solicitor	\$140,483
Commissioner of Public Works	\$136,572
Chief of Police*	\$190,806
Director of Finance	\$152,874
Director of Human Resources	\$134,932
Chief of Fire	\$134,501
Director of Economic Development	\$133,992
Commissioner of Licenses and Inspections	\$134,394
City Auditor	\$131,526
Director of Parks and Recreation	\$126,600
Director of Planning and Development	\$126,600
Director of Real Estate and Housing	\$126,600

**The Declared Rate Listing states the maximum salary for each position for each fiscal year. The actual salaries may be less than the declared rates.**

\*Declared Rate for Chief of Police increased beyond salary range per Ord #17-013

**Revised: 03/25/19**

**City of Wilmington**  
**Fiscal Year 2020**  
**Executive and Managerial Pay Plan**

	<b>First Third</b>	<b>Second Third</b>	<b>Top Third</b>
<b>Level 1</b>	\$41,098 - \$46,441	\$46,442 - \$57,125	\$57,126 - \$62,468
<b>Level 2</b>	\$45,429 - \$51,562	\$51,563 - \$63,826	\$63,827 - \$69,960
<b>Level 3</b>	\$50,078 - \$57,089	\$57,090 - \$71,111	\$71,112 - \$78,123
<b>Level 4</b>	\$55,422 - \$63,458	\$63,459 - \$79,529	\$79,530 - \$87,566
<b>Level 5</b>	\$61,313 - \$70,451	\$70,452 - \$88,725	\$88,726 - \$97,863
<b>Level 6</b>	\$68,388 - \$78,646	\$78,645 - \$99,160	\$99,161 - \$109,419
<b>Level 7</b>	\$73,789 - \$85,042	\$85,043 - \$107,546	\$107,547 - \$118,799
<b>Level 8</b>	\$79,534 - \$91,635	\$91,636 - \$115,837	\$115,838 - \$127,939
<b>Level 9</b>	\$85,765 - \$98,844	\$98,845 - \$125,001	\$125,002 - \$138,081
<b>Level 10</b>	\$92,363 - \$106,448	\$106,449 - \$134,618	\$134,619 - \$148,704
<b>Level 11</b>	\$99,696 - \$114,900	\$114,901 - \$145,307	\$145,308 - \$160,512

## **ATTACHMENT C**

**Non-Union Pay Scale**  
**07/01/19 - 06/30/20**  
**2%**

	Step I	Step II	Step III	Step IV	Step V	Step VI	Step VII
A	\$25,004.62	\$26,255.48	\$27,569.58	\$28,121.48	\$28,685.10	\$29,260.03	\$29,847.24
B	\$26,275.88	\$28,144.91	\$30,143.93	\$31,055.57	\$31,678.01	\$32,312.93	\$32,960.56
C	\$27,611.78	\$29,283.01	\$30,901.64	\$31,520.99	\$32,152.75	\$32,961.17	\$33,958.01
D	\$29,015.60	\$30,467.11	\$31,991.25	\$32,632.44	\$33,286.49	\$34,123.40	\$35,155.39
E	\$30,490.79	\$32,016.11	\$33,617.72	\$34,291.51	\$34,978.80	\$35,858.27	\$36,942.74
F	\$32,040.98	\$33,643.85	\$35,326.89	\$36,034.95	\$36,757.18	\$37,493.88	\$38,724.38
G	\$33,333.28	\$34,825.80	\$36,385.13	\$37,114.38	\$37,858.25	\$38,810.11	\$39,983.86
H	\$35,378.27	\$37,519.57	\$39,790.47	\$40,587.97	\$41,815.48	\$43,080.11	\$44,382.98
I	\$37,548.72	\$39,427.11	\$41,813.47	\$42,651.51	\$43,506.37	\$44,378.34	\$45,267.81
J	\$39,457.74	\$41,431.64	\$43,504.28	\$44,709.03	\$45,605.12	\$46,519.16	\$47,451.54
K	\$41,878.47	\$43,973.45	\$46,173.25	\$47,098.68	\$48,042.66	\$49,005.56	\$49,987.76
L	\$43,567.54	\$45,747.03	\$48,035.54	\$48,998.31	\$49,980.36	\$51,364.47	\$52,393.94
M	\$45,782.57	\$48,072.88	\$50,477.74	\$51,746.90	\$52,784.04	\$54,245.78	\$55,748.01
N	\$48,086.17	\$50,491.70	\$53,017.56	\$54,080.19	\$55,164.09	\$56,832.42	\$58,551.21
O	\$50,278.27	\$53,189.42	\$56,408.74	\$57,539.33	\$58,692.56	\$59,868.92	\$61,068.86
P	\$52,438.23	\$55,336.79	\$58,540.82	\$59,714.14	\$60,910.95	\$62,131.77	\$63,377.06
Q	\$54,966.49	\$57,716.21	\$60,603.49	\$61,818.15	\$63,372.44	\$64,642.59	\$65,938.20
R	\$57,616.66	\$60,498.95	\$63,525.45	\$64,798.66	\$66,097.41	\$67,422.18	\$68,773.48
S	\$60,243.23	\$63,256.93	\$66,421.38	\$67,752.65	\$69,110.59	\$70,495.75	\$71,908.67
T	\$65,996.59	\$71,030.55	\$76,448.48	\$77,980.71	\$79,543.65	\$81,137.91	\$82,764.14

**AN ORDINANCE TO AUTHORIZE AND APPROVE A CONTRACT  
BETWEEN THE CITY OF WILMINGTON AND AXON ENTERPRISE, INC.  
FOR BODY CAMERAS AND RELATED SERVICES**

**#4711**

**Sponsor:**

**Council  
Member  
Congo**

**Co-Sponsors:**

**Council  
President  
Shabazz**

**Council  
Members  
Turner  
Freel**

**WHEREAS**, pursuant to Section 2-308 and Section 8-200 of the City Charter, the City of Wilmington is authorized to enter into contracts for the supply of personal property or the rendering of services for a period of more than one year if approved by City Council by ordinance; and

**WHEREAS**, the City desires to enter into a Master Services and Purchasing Agreement (the "Agreement") with Axon Enterprise, Inc. ("Axon") to purchase body cameras and related services for the implementation of a body camera program for the Police Department, a copy of which, in substantial form, is attached hereto and incorporated by reference herein as Exhibit "A"; and

**WHEREAS**, the term of the Agreement is for a period of five (5) years commencing upon execution of the Agreement, at an estimated total price of One Million, Nine Hundred Fifty-Four Thousand, Eight Hundred Thirty-Six Dollars (\$1,954,836.00); and

**WHEREAS**, it is the recommendation of the Police Department that the City enter into the Agreement with Axon for a period of five (5) years.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF WILMINGTON  
HEREBY ORDAINS:**

**SECTION 1.** The Master Services and Purchasing Agreement between the City of Wilmington and Axon Enterprise, Inc., a copy of which Agreement, in substantial form, is attached hereto as Exhibit "A," for the period of five (5) years, at an estimated total price of One Million, Nine Hundred Fifty-Four Thousand, Eight Hundred Thirty-Six Dollars (\$1,954,836.00) is hereby approved, and the Mayor or his designee is hereby authorized and



directed to execute as many copies of the Agreement, as well as all additional undertakings related thereto, as may be necessary.

**SECTION 2.** This Ordinance shall become effective upon its passage by City Council and approval by the Mayor.

First Reading..... October 17, 2019  
Second Reading..... October 17, 2019  
Third Reading.....

Passed by City Council,

\_\_\_\_\_  
President of City Council

ATTEST: \_\_\_\_\_  
City Clerk

Approved this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor

**SYNOPSIS:** This Ordinance authorizes the execution of Master Services and Purchasing Agreement (the “Agreement”) with Axon Enterprise, Inc. (“Axon”) to purchase body cameras and related services for the implementation of a body camera program for the Police Department. The Agreement is for a period of five (5) years commencing on the date of its execution at a total estimated price of One Million, Nine Hundred Fifty-Four Thousand, Eight Hundred Thirty-Six Dollars (\$1,954,836.00).

**FISCAL IMPACT STATEMENT:** The fiscal impact of this Ordinance is a contract for the period of five (5) years commencing on the date of its execution at a total estimated price of One Million, Nine Hundred Fifty-Four Thousand, Eight Hundred Thirty-Six Dollars (\$1,954,836.00).

# **EXHIBIT A**



## Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the City of Wilmington, Delaware ("**Agency**"). This Agreement is effective as of the last signature date on this Agreement ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). The Parties therefore agree as follows:

1 **Term.** This Agreement begins on the Effective Date and continues for 5 years ("**Term**"). New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

2 **Definitions.**

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Devices**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

3 **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for reasonable collection and attorneys' fees. Axon shall provide Agency with 10 days' notice prior to sending a past due account to collections.

4 **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate. Axon shall withhold, if applicable, City of Wilmington wage taxes from the compensation of its officers, agents, and employees as required by the City of Wilmington wage tax law.

5 **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7 **Warranty.**

7.1 **Hardware Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its

Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

- 7.2 Claims.** If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Device will be new or like new. Axon will warrant the replacement Device for the longer of (a) the remaining warranty of the original Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Device for service, Agency must upload Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Device sent to Axon for service.

- 7.3 Spare Devices.** Axon may provide Agency a predetermined number of spare Devices as detailed in the Quote ("**Spare Devices**"). Spare Devices will replace broken or non-functioning units. If Agency utilizes a Spare Device, Agency must return to Axon, through Axon's warranty return process, any broken or non-functioning units. Axon will repair or replace the unit with a replacement Device. Upon termination, Axon will invoice Agency the Manufacturer's Suggested Retail Price (MSRP) then in effect for all Spare Devices provided. If Agency returns the Spare Devices to Axon within 30 days of the invoice date, Axon will issue a credit and apply it against the invoice.

- 7.4 Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Device use instructions; (b) Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Device; (d) force majeure; (e) Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Devices with a defaced or removed serial number.

**7.4.1 To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.**

**7.4.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the total purchase price paid to Axon by the Agency under this Agreement for all Axon Devices and Services. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**

- 8 Statement of Work.** Certain Axon Devices and Services, including Axon Records, Axon CAD, Axon Interview Room, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in



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the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

- 9 **Device Warnings.** See [www.axon.com/legal](http://www.axon.com/legal) for the most current Axon device warnings.
- 10 **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Devices and Services previously purchased by Agency.
- 11 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. The General Liability insurance shall cover personal injury, including death, and property damage in the minimum amount of one million dollars (\$1,000,000.00). The Workers' Compensation insurance shall be in the amount required by law. The General Liability and Automobile Liability insurance shall name Agency as an additional insured. The insurance policies shall be issued by a financially sound carrier and/or carriers and shall be subject to the reasonable approval of Agency. Axon shall supply Agency with certificates of insurance evidencing the aforementioned coverage.
- 12 **Indemnification.** Axon will defend, indemnify, and hold harmless Agency and its officers, directors, agents, and employees ("**Agency Indemnitees**") from and against any and all claims, demands, damages, actions, liabilities, losses, and reasonable expenses (including reasonable attorneys' fees) arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon, its officers, directors, agents, employees, or subcontractors, under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 13 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 14 **IP Indemnification.** Axon will defend, indemnify, and hold harmless Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 15 **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 16 **Termination.**
- 16.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

**16.2 By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

**16.3 Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Devices received and amounts paid towards those Devices. If terminating for non-appropriation, Agency may return Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Device at the time of sale. For bundled Devices, MSRP is the standalone price of all individual components.

**17 Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

**18 General.**

**18.1 Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

**18.2 Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

**18.3 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

**18.4 Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on: race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

**18.5 Export Compliance.** Each Party will comply with all import and export control laws and regulations.

**18.6 Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent but with prior notice to Agency: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties' respective successors and assigns.



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- 18.7 Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8 Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9 Survival.** The following sections will survive termination: Payment, Warranty, Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 18.10 Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. All disputes in connection with this Agreement shall be resolved by the courts of New Castle County, Delaware. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11 Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective upon delivery. Contact information for notices:
- |                             |                                      |
|-----------------------------|--------------------------------------|
| Axon: Axon Enterprise, Inc. | Agency: City of Wilmington, Delaware |
| Attn: Legal                 | Attn: Inspector Cecilia Ashe         |
| 17800 N. 85th Street        | 300 North Walnut Street              |
| Scottsdale, Arizona 85255   | Wilmington, Delaware 19801           |
| legal@axon.com              | cecilia.ashe@cj.state.de.us          |
- 18.12 Business License.** If required by applicable law, Axon shall obtain and/or maintain an appropriate business license from the Agency's Department of Finance.
- 18.13 Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares that the representative is authorized to execute this Agreement as of the date of signature.

### Axon Enterprise, Inc.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### City of Wilmington, Delaware

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



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**Axon Cloud Services Terms of Use Appendix**

**1 Definitions.**

**"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

**"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

**"Non-Content Data"** is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

**2 Subscription Term.** For Axon Evidence subscriptions, including Fleet 2 Unlimited, the subscription begins after shipment of the applicable Axon Device. If Axon ships the Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Device in the second half of the month, the start date is the 15th of the following month. For phased deployments, the start date begins on shipment of phase one. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. The Axon Evidence subscription term ends upon completion of the Axon Evidence subscription stated in the Quote ("**Axon Evidence Subscription Term**"). Start dates for Axon Records and Axon Dispatch will be addressed through an SOW.

**3 Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

**4 Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Cloud Services to Agency and Agency end users.

**5 Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

**6 Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services





## Master Services and Purchasing Agreement

violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

- 7 **Privacy.** Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency as much notice as reasonably possible, unless legally prohibited from doing so, to allow Agency to file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.

- 8 **Storage.** For Axon Evidence Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or an Axon body-worn camera. For Axon Air Evidence subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from an Axon Air device. For Axon Interview Room Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Interview Room hardware. For Axon Fleet Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Fleet hardware.

Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

- 9 **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

- 10 **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.



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- 11**     **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
- 12**     **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 12.1.**   copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
  - 12.2.**   reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
  - 12.3.**   access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - 12.4.**   use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
  - 12.5.**   access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
  - 12.6.**   remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
  - 12.7.**   use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
- 13**     **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 14**     **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 15**     **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
- 16**     **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud



## Master Services and Purchasing Agreement

Services Restrictions.

### Professional Services Appendix

1 **Utilization of Services.** Agency must use pre-paid professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.

2 **Body-Worn Camera Full Service (BWC Full Service).** BWC Full Service includes 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, additional days are \$2,500 per day. BWC Full Service options include:

#### System set up and configuration

- Setup Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Agency need
- Register cameras to Agency domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

#### Dock configuration

- Work with Agency to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Agency
- On-site assistance, not to include physical mounting of docks

#### Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata in the field for organization purposes and other best practice for digital data management
- Provide referrals of other agencies using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

#### System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

#### Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

#### Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies

#### End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

#### Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

#### Post go-live review

3 **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an



## Master Services and Purchasing Agreement

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equitable adjustment in the charges or schedule.

- 4 **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.
- 5 **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
- 6 **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Devices to operate per the Device User Documentation. Before installation of Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Devices are to be installed ("**Installation Site**") per the environmental specifications in the Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Device User Documentation for any Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it.
- 7 **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 10 business days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 10 business days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
- 8 **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause, except for any loss, damage, or corruption caused by Axon's gross negligence or willful misconduct or the gross negligence or willful misconduct of Axon's officers, directors, agents, employees, or subcontractors.



### Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

- 1 **Term.** TAP begins after shipment of Devices covered under TAP. If Axon ships Devices in the first half of the month, TAP starts the 1st of the following month. If Axon ships Devices in the second half of the month, TAP starts the 15th of the following month. ("**TAP Term**").
- 2 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 3 **Officer Safety Plan Standard.** The Officer Safety Plan Standard ("**OSP Standard**") includes Axon Evidence Unlimited, TAP for Axon body-worn camera ("**BWC**") and Axon Dock, one TASER X2 or X26P CEW with a 4-year extended warranty, one CEW battery, and one CEW holster. Agency must purchase OSP for 5 years ("**OSP Term**"). At any time during the OSP Term, Agency may choose to receive the X2 or X26P CEW, battery and holster by providing a \$0 purchase order.
- 4 **Officer Safety Plan 7.** Both the Officer Safety Plan 7 ("**OSP 7**") and Officer Safety Plan 7 Plus ("**OSP 7 Plus**") include Axon Evidence Unlimited, TAP for Axon BWC and Axon Dock, TASER 7 Certification Plan, Axon Records, and Axon Aware. OSP 7 Plus also includes Axon Aware Plus, Signal Sidearm, Auto-Tagging, Axon Performance, Axon Redaction Assistant, and Axon Citizen for Communities. Both bundles are subject to additional terms for services in their bundle. Agency must purchase an OSP 7 subscription for every TASER 7 CEW user. Agency must accept delivery of the TASER 7 CEW and accessories as soon as available from Axon. Some offerings in the OSP 7 bundles may not be generally available at the time of Agency's OSP 7 purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an OSP 7 bundle.
- 5 **OSP 7 Term.** OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month. For phased deployments, each phase has its own start and end date based on the phase's first shipment per the above. OSP 7 runs for 5 years from the OSP 7 start date ("**OSP 7 Term**").
- 6 **TAP BWC Upgrade.** If Agency purchased 3 years of Axon Evidence Unlimited or TAP as a standalone and makes all payments, Axon will provide Agency a new Axon BWC 3 years after TAP starts ("**BWC Upgrade**"). If Agency purchases 5 years of Axon Evidence Unlimited, an OSP, or TAP as a standalone and makes all payments, Axon will provide Agency a BWC Upgrade 2.5 and 5 years after TAP starts. If Agency purchased TAP as a standalone, Axon will provide a BWC Upgrade that is the same or like Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock. If Agency purchased Axon Evidence Unlimited or an OSP, Agency may choose a new BWC of Agency's choice.
- 7 **TAP Dock Upgrade.** If Agency purchased 3 years of Dock TAP and makes all payments, Axon will provide Agency a new Axon Dock 3 years after TAP starts ("**Dock Upgrade**"). If Agency purchases 5 years of Axon Evidence Unlimited, an OSP, or Dock TAP and makes all payments, Axon will provide Agency a Dock Upgrade 2.5 and 5 years after TAP starts. The Dock Upgrade at year 2.5 will only



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include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Device, at Axon's option.

- 8 **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades at year 2.5 without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the second BWC and Dock Upgrade 60 days before the end of the Term without prior confirmation from Agency.
- 9 **Upgrade Change.** If Agency wants to change Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
- 10 **Return of Original Device.** If Axon provides a warranty replacement 6 months before the date of a BWC Upgrade or Dock Upgrade, the replacement is the upgrade. Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Devices to Axon or destroy the Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Devices. If Agency does not return or destroy the Devices, Axon will deactivate the serial numbers for the Devices received by Agency.
- 11 **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
  - 11.1. TAP and OSP coverage terminates as of the date of termination and no refunds will be given.
  - 11.2. Axon will not and has no obligation to provide the Upgrade Models.
  - 11.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

Wilmington, Delaware  
October 17, 2019

**#4714**

**Sponsor:**

**Council  
Member  
Congo**

**WHEREAS**, on September 29, 2016, the City of Wilmington (the “City”) and Wilmington Housing Partnership Corporation, a Delaware non-profit corporation (the “Corporation”), entered into a Loan Agreement, attached hereto as Exhibit “A” (the “Loan Agreement”) wherein the Corporation covenanted to pay to the City principal of, and interest on, a certain promissory note issued under the Loan Agreement (the “Note”) to secure proceeds from the City in an amount of \$3,378,371.67 (the “Loan Proceeds”); and

**WHEREAS**, the City recognizes the failure of the Corporation to pay, on or before their due dates, certain interest installments on, and principal balance of, the Note as an event of default; and

**WHEREAS**, the Chief of Staff of the Office of the Mayor submitted a report to City Council wherein she underscored the fact that the Corporation “is insolvent” (the “Valuation”); and

**WHEREAS**, according to the Valuation, the status and reported market value of the properties purportedly acquired with the Loan Proceeds (the “Acquired Properties”) suggest i) the Corporation has withheld approximately \$350,000 in property sales proceeds from the City; ii) there is more than \$1.9 Million in lost value associated with the Acquired Properties; and iii) property valued at approximately \$1.2 Million as of the date of the Loan Agreement cannot be valued at this time; and

**WHEREAS**, the Mayor has effectively assumed management of the Corporation and has, according to the City Auditor in correspondence attached hereto as Exhibit “B”, named the City’s Real Estate and Housing Director, Bob Weir, Executive Director of the Corporation and has stated that the Corporation’s debt to the City is uncollectible; and

**WHEREAS**, if the Mayor's increased control over the Corporation causes the Corporation to be deemed a component unit of the City, the City will become financially accountable for the liabilities of the Corporation; and

**WHEREAS**, there has been no clear accounting as to the use and status of the Loan Proceeds or the Corporation's ability to repay the City; and

**WHEREAS**, City Council deems it necessary and appropriate to fully understand the financial position of the Corporation and the disposition of the Loan Proceeds in order for City government to make prudent business decisions with regard to the City's control over and/or partnership with the Corporation; and

**WHEREAS**, pursuant to Section 2.5(a) of the Loan Agreement, the Corporation agreed to furnish and make open to inspection by the City, and its accountants or other agents, all pertinent financial books, documents and vouchers relating to its business, affairs and properties; and

**WHEREAS**, the City Treasurer, has attempted repeatedly to avoid unnecessary loss to the City associated with the Note including attempts to recover monies owed, as evidenced in the Default Notice attached hereto as Exhibit "C", in addition to expressing a need for an independent and forensic audit of the Corporation; and

**WHEREAS**, this Council deems it necessary and appropriate to direct the Auditing Department to exercise Section 2.5(a) of the Loan Agreement so as to, at minimum, discern, with reasonable assurance, the disposition of the Loan Proceeds.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON** that this Council directs the Auditing Department, in cooperation with a firm of certified public accountants, to exercise the City's rights under Section 2.5(a) of the



Loan Agreement and to cause to be conducted a forensic audit of the Corporation, specifically regarding the disposition of the \$3,378,371.67 in Loan Proceeds.

**BE IT FURTHER RESOLVED** that the Auditing Department is directed to engage a firm of certified public accountants and to provide City Council with an executed engagement letter no later than thirty (30) days following the passing of this Resolution and to cause the engagement to complete no later than ninety (90) days following commencement of the audit engagement.

Passed by City Council,

ATTEST: \_\_\_\_\_  
City Clerk

**SYNOPSIS:** This Resolution directs the City Auditor to initiate a forensic audit of the Wilmington Housing Partnership Corporation as provided for under Section 2.5(a) of the Loan Agreement between the City and the Corporation, specifically as it relates to the Loan Proceeds in the amount of \$3,378,371.67.

# EXHIBIT A

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LOAN AGREEMENT

between

WILMINGTON HOUSING PARTNERSHIP CORPORATION,  
Debtor

and

CITY OF WILMINGTON, DELAWARE,  
Lender

Dated September 29, 2016

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# LOAN AGREEMENT

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EXHIBIT A — Wilmington Housing Partnership Corporation, Promissory Note, Series 2016

EXHIBIT B — Schedule of Housing Properties; Sale Proceeds; Sale Proceeds Used for Payment  
of 2016 Bond; and Schedule Funding Date

## LOAN AGREEMENT

This is a LOAN AGREEMENT, dated September 29, 2016 (herein referred to as the or this "Loan Agreement"), between WILMINGTON HOUSING PARTNERSHIP CORPORATION, a Delaware non-stock corporation (the "Corporation"), as Debtor, and THE CITY OF WILMINGTON, DELAWARE (the "City"), a political subdivision of the State of Delaware, as Lender.

### PRELIMINARY STATEMENT

The Corporation desires to (a) refinance the costs of the acquisition, construction, renovation, improvement and equipping of certain housing developments located in the City (the "Housing Properties", as more fully defined in Section 3.1 hereof) by providing for the payment of the City's General Obligation Bond (Wilmington Housing Project, Series 2013 (Federally Taxable) (the "2013 Bond"), and (b) pay certain costs relating to the issuance of the 2016 Bond (hereinafter defined). In order to accomplish the foregoing, the Corporation is borrowing funds from the City through the issuance and sale to the City of the Corporation's Wilmington Housing Partnership Corporation Promissory Note, Series 2016, dated as of its date of delivery, in the principal amount of \$3,378,371.67 (the "2016 Note"), substantially in the form attached hereto as Exhibit "A".

The City is obtaining funds for such loan to the Corporation and the refunding of the 2013 Bond through the issuance and sale of its City of Wilmington, Delaware General Obligation Bond (Wilmington Housing Project), Series 2016 (Federally Taxable), in the maximum principal amount of \$3,378,371.67 (the "2016 Bond"), which will be issued pursuant to a Credit Agreement (the "Credit Agreement") between the City and JP Morgan Chase Bank, N.A., as purchaser of the 2016 Bond (the "Bond Purchaser"). The 2016 Bond will be a general obligation of the City secured by a pledge of the City's full faith, credit and taxing power.

The Corporation desires to secure the 2016 Note and its obligations hereunder by executing and delivering this Loan Agreement and has taken all action necessary therefor.

IN CONSIDERATION of the premises, the respective representations and agreements contained herein, the loan of all of the proceeds of the 2016 Bond by the City to the Corporation through purchase of the Note by the City with the proceeds of the 2016 Bond and for other good and valuable consideration, the receipt whereof is hereby acknowledged, and in order to secure the payments to be made by the Corporation on the Note, and any notes issued in substitution or exchange therefor, and on this Loan Agreement and the performance of all the covenants of the Corporation contained herein, the parties hereto hereby covenant and agree as follows:

## ARTICLE 1

### DEFINITIONS

#### ***SECTION 1.1. Terms Defined.***

The capitalized terms used in this Loan Agreement, unless the context requires otherwise or unless otherwise defined herein, shall have the same meanings as set forth in the Credit Agreement.

#### ***SECTION 1.2. Rules of Interpretation.***

For all purposes of this Loan Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) “This Loan Agreement” means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.

(b) The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Loan Agreement as a whole and not to any particular Article, Section or other subdivision.

(c) References in this instrument to masculine shall include the feminine and neuter and vice versa, and references herein to the singular shall include the plural and vice versa unless the context or use indicates otherwise.

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles from time to time in effect.

(e) Any capitalized terms defined elsewhere in this Loan Agreement shall have the meanings therein prescribed for them.

(f) This Loan Agreement shall be interpreted and construed in accordance with the laws of the State of Delaware.

#### ***SECTION 1.3. Exhibits.***

The following Exhibits are attached to and by reference made a part of this Loan Agreement:

- EXHIBIT A: Wilmington Housing Partnership Corporation Promissory Note, Series 2016.
- EXHIBIT B: Schedule of Housing Properties, Sale Proceeds; Sale Proceeds Used for Payment of 2016 Bond; and Scheduled Funding Date.

## ARTICLE 2

### GENERAL COVENANTS OF THE CORPORATION

#### ***SECTION 2.1. Representations and Warranties of the Corporation.***

The Corporation represents and warrants as of the date of issuance of the 2016 Bond as follows:

(a) The Corporation has all corporate authority under the laws of Delaware and its Articles of Incorporation, as amended, and Bylaws, as amended, to create and issue the Note and to execute, deliver and perform this Loan Agreement, and all action on its part necessary for the valid creation and issuance of the Note and for the valid execution and delivery of this Loan Agreement has been duly and effectively taken, and this Loan Agreement and the Note in the hands of the holder thereof will be the legal, valid and binding obligations of the Corporation enforceable in accordance with their respective terms, subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally from time to time in effect, and to applicable equitable principles. The execution of this Loan Agreement and the 2016 Note has been duly authorized by the Corporation.

(b) The recitals of fact and statements contained in this Loan Agreement with respect to the Corporation are true in all material respects.

#### ***SECTION 2.2. Payment of Principal, Premium and Interest.***

The Corporation will duly and punctually pay the principal of, premium, if any, and interest on the 2016 Note at the dates and the places and in the manner required in the 2016 Note and in this Loan Agreement. The Corporation will make such payments of the principal of, premium, if any, and interest on the Note to, or upon the order of, the City.

Notwithstanding any schedule of payments to be made upon the Note set forth herein or in the Note, the Corporation agrees to make payments upon the Note and to be liable therefor at times and in amounts allocable to the Corporation, to pay when due, that portion advanced to the Corporation by the City hereunder, all principal (whether at maturity, by mandatory redemption or acceleration), premium, if any, and interest on the 2016 Bond from time to time outstanding under the Credit Agreement.

#### ***SECTION 2.3. Maintenance of Corporate Existence and Tax Status.***

The Corporation agrees that it will at all times maintain, subject to Section 2.4 hereof, its existence as a non-stock corporation organized under the laws of the State of Delaware, and that it will neither take or fail to take any action nor, to the extent within its control, suffer any action to be taken by others which will alter, change or destroy its status as a non-stock corporation.

The Corporation further covenants that none of its revenues, income or profits, whether realized or unrealized, will be distributed to any of its officers or trustees or inure to the benefit of any private person, association or corporation, other than for the lawful corporate purposes of



the Corporation, including but not limited to the Corporation's ability to pay to any person, association or corporation the reasonable value of any service performed for or product supplied to the Corporation by such person, association or corporation.

***SECTION 2.4. Merger, Dissolution and Disposition of Property.***

The Corporation covenants that it will maintain its corporate existence and will not dissolve or otherwise dispose of (in a single transaction or in a series of related transactions) all or a substantial part of its property and will not permit one or more other corporations to consolidate with or merge without the express written consent of the City.

***SECTION 2.5. Financial Statements, Etc.***

(a) The Corporation covenants that it will keep proper books of records and accounts in which full, true and correct entries will be made of all dealings or transactions of or in relation to the business and affairs of the Corporation. In addition, the Corporation will furnish to the City, as promptly as practicable, such information as the City may reasonably request concerning the Corporation in order to enable the City to determine whether the covenants, terms and provisions of this Loan Agreement have been complied with by the Corporation and for that purpose all pertinent financial books, documents and vouchers (other than personnel records and such other records which the Corporation is not permitted by law to disclose) relating to its business, affairs and properties shall at all reasonable times upon reasonable prior written notice be open to the inspection of accountants or other agents (who may make copies of all or any part thereof) who shall from time to time be designated and compensated by the City for such purpose.

The Corporation will provide to the City monthly reports (in form satisfactory to the City), setting forth the progress of the renovating or sale of any Housing Properties.

The foregoing provisions of this Section 2.5 notwithstanding, the Corporation is not obligated to keep its books of records and accounts in accordance with generally accepted accounting principles.

Without limiting the foregoing provisions of this Section 2.5, the Corporation will permit the City (or such persons as the City may designate) to visit and inspect, at the expense of the City, any of the properties of the Corporation and to discuss the affairs, finances and accounts of the Corporation with its officers and independent auditors or independent certified public accountants, all upon reasonable prior written notice and during regular business hours or at such other reasonable times as shall be agreed to by the City and the Corporation as often as the City may reasonably desire.

## ***SECTION 2.6. Taxes, Charges and Assessments***

To the extent that the Corporation or its properties are or become liable to taxation, the Corporation covenants and agrees to pay or cause to be paid (when the same shall become due or payable) all lawful taxes, charges, assessments and other governmental levies against the Corporation or its properties. If under applicable law any such tax, charge, fee, rate, imposition or assessment may at the option of the taxpayer be paid in installments, the Corporation may exercise such option.

Nothing contained in this Section 2.6 shall be deemed to constitute an admission by either the City or the Corporation that either the City or the Corporation is liable for any tax, charge, fee, rate, imposition or assessment.

## ***SECTION 2.7. Compliance with Orders, Ordinances, Etc.***

The Corporation will, at its sole cost and expense, comply with all applicable present and future laws, and all applicable present and future ordinances, orders, decrees, rules, regulations and requirements of which it has notice, of every duly constituted governmental entity, City, commission and court and the officers thereof of which it has notice, the failure to comply with which would materially and adversely affect the operations, properties or financial condition of the Corporation taken as a whole. The Corporation agrees to use all reasonable efforts to gain knowledge of such ordinances, orders, decrees, rules, regulations and requirements.

## ***SECTION 2.8. Maintenance and Sale of Housing Properties.***

The Corporation covenants (a) to preserve and keep its Housing Properties in material good repair and order and from time to time will make all repairs, replacements, renewals and additions deemed necessary by the Corporation for the efficient functioning of such properties and (b) to use its best efforts to sell the Housing Properties at prices at least equal to the amount shown in the column entitled "Sale Proceeds" in Exhibit "B" attached hereto.

## ***SECTION 2.9. Insurance.***

The Corporation agrees to maintain insurance coverage by reputable insurance companies or associations or self-insurance in such forms and amounts and against such hazards as are customary for institutions of similar size and scope of activities. The Corporation also agrees to list the City (City of Wilmington – Department of Real Estate and Housing) as an additional insured party on its insurance coverage.

## ***SECTION 2.10. Rent and Other Charges.***

Subject to any limitations imposed by law, the Corporation shall charge and collect rents and other charges, or shall sell properties which, together with any other moneys legally available to it, shall provide moneys sufficient at all times (a) to make the payments required by this Loan Agreement and to comply with this Loan Agreement in all other respects and (b) to satisfy all other obligations of the Corporation in a timely fashion.

***SECTION 2.11. Notice Regarding Bankruptcy Petitions, Events of Default or Potential Default.***

The Corporation agrees to notify the City in writing prior to any filing by it of a petition in bankruptcy and to notify the City immediately by telephone and in writing as soon as reasonably practicable when it obtains knowledge that a petition in bankruptcy has been filed against the Corporation or of an event of default or event which with the passage of time or giving of notice, or both, would constitute an event of default under this Loan Agreement.

***SECTION 2.12. Security.***

The Corporation's obligation to repay the Loan under this Loan Agreement and the 2016 Note will constitute a general obligation of the Corporation.

**ARTICLE 3**

**THE FINANCING**

***SECTION 3.1. Loan of Proceeds of 2016 Bond.***

(a) Refunding of 2013 Bond. The Corporation hereby agrees to issue and the City hereby agrees to purchase the 2016 Note as evidence of the loan by the City to the Corporation of all of the proceeds of the 2016 Bond. The proceeds of the 2016 Note shall be applied to refund the 2013 Bond and to pay the costs of issuing the 2016 Bond.

(b) Housing Properties. Attached hereto as Exhibit "B" is a table identifying all the Housing Properties owned by the Corporation and which were financed or refinanced by the proceeds of the 2013 Bond. The Corporation agrees that it will complete the renovation and improvement of all the Housing Properties. The Corporation represents that it has all the necessary funds and construction permits needed to complete such renovation and improvement.

The Corporation agrees to offer for sale, as soon as practicable, all the Housing Properties for prices that are expected to provide a net amount to the Corporation as appears under the column entitled "Sale Proceeds" in Exhibit "B". The Corporation expects those sales to be concluded by the dates as appears under the column entitled "Estimated Funding Date". A portion of the sale proceeds in the amount as appears in the column entitled "Sale Proceeds Used for Payment of 2016 Bond" will be promptly applied to the payment of the 2016 Bond. If a Housing Property is sold for an amount greater than the amount listed under "Sale Proceeds", the amount applied to the payment of the 2016 Bond will equal the actual sale proceeds multiplied by the percentage appearing in the last column in Exhibit "B". If a Housing Property is sold for less than the applicable Sale Proceeds, the amount of said proceeds to be applied to the payment of the 2016 Bond must not be less than the amount appearing under the column "Sales Proceeds Used for Payment of 2016 Bond".

Any Sale Proceeds which are not applied to the payment of the 2016 Bond as set forth above may be retained by the Corporation and used to pay operating expenses of the Corporation.

***SECTION 3.2. Required Payments on 2016 Note.***

Without limiting the generality of the covenants of the Corporation set forth in Section 3.1(b) hereof, the Corporation hereby agrees to make or cause to be made payments on the 2016 Note to the City in the amounts and at the times which will enable the City to make the corresponding payments on the 2016 Bond which the City owes to the Bond Purchaser. The Corporation acknowledges that it has received a copy of the 2016 Bond and the Credit Agreement, and that the City intends to rely on the Corporation to enable it to make all the payments on the 2016 Bond, and to comply with all the requirements under the Credit Agreement.

***SECTION 3.3. Unconditional Obligation.***

The obligations of the Corporation to make payments or cause the same to be made under this Loan Agreement and the 2016 Note shall be complete and unconditional and the amount, manner and time of making such payments shall not be decreased, abated, postponed or delayed for any cause or by reason of the happening or nonhappening of any event, irrespective of any defense or any right of set-off, recoupment or counterclaim which the Corporation may otherwise have against the City or the Bond Purchaser for any cause whatsoever. Notwithstanding any provision of this Loan Agreement, the City shall not have any obligation to advance or expend funds under this Loan Agreement or the 2016 Note beyond the proceeds of the 2016 Bond available therefor.

This Loan Agreement, the 2016 Note and the obligations of the Corporation to make payments hereunder are general obligations of the Corporation payable from any available funds of the Corporation.

The Corporation agrees to cooperate with all reasonable requests of the City to enable the City to comply with their respective obligations under the 2016 Bond and the Credit Agreement.

***SECTION 3.4. Indemnification of the City.***

The Corporation agrees to indemnify and save harmless the City, and each person, if any, who controls either the City within the meaning of the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or otherwise (an "Indemnified Party") against any and all losses, injuries, claims, damages or injuries to persons or property, demands and expenses, including reasonable legal fees and reasonable expenses, of whatsoever kind and nature and by whomsoever made arising from or in any manner directly or indirectly growing out of (a) the use or nonuse of the Housing Properties, or any equipment or facilities used in connection therewith by anyone whomsoever, (b) any repairs, restoration, replacements, alterations or remodeling of or to the Housing Properties, or any equipment or facilities used in connection therewith, (c) the condition of the Housing Properties, and any equipment or facilities at any time used in connection therewith, and (d) any statement of fact or information provided

to the Bond Purchaser, that is untrue or incorrect in any material respect, and any omission of any statement of fact or information which should be contained therein for the purpose for which the same is to be used or which is necessary to make the statements provided misleading in any material respect.

The rights provided in this Section do not constitute an election of remedies or waiver of any rights which may be available to an Indemnified Party other than as provided herein, should the provisions of this Section or any portion hereof be found, by a court of competent jurisdiction, to be unenforceable, void or unavailable for any reason.

The obligations of the Corporation under this Section 3.4 shall survive any assignment or termination of this Loan Agreement.

## **ARTICLE 4**

### **PREPAYMENT OF NOTE**

#### ***SECTION 4.1. Prepayment Generally.***

(a) *General.* The Corporation shall be obligated to prepay the 2016 Note from the proceeds of the sale of Housing Properties as provided in Section 3.1(b) in order to provide funds for the mandatory redemption of the 2016 Bond.

#### ***SECTION 4.2. Obligation to Prepay.***

The Corporation covenants and agrees that if all or any part of the 2016 Bond is called for redemption in accordance with the Credit Agreement or becomes subject to mandatory redemption, it will prepay the indebtedness hereunder in whole or in part in an amount sufficient to pay the amounts owed by the Corporation to allow the City to redeem the 2016 Bond on the date fixed for the redemption of the 2016 Bond.

#### ***SECTION 4.3. Cancellation at Expiration of Term of Loan Agreement.***

At the expiration of the term of this Loan Agreement and following full payment of the 2016 Bond or provision for payment thereof and of all fees and charges having been made in accordance with the provisions of this Loan Agreement, the City shall deliver to the Corporation any documents and take such actions as may be necessary to effectuate the cancellation and evidence the termination of this Loan Agreement and the Note.

## ARTICLE 5

### EVENTS OF DEFAULT AND REMEDIES THEREFOR

#### *SECTION 5.1. Events of Default.*

The occurrence and continuance of any of the following events shall constitute an "event of default" hereunder:

(a) failure of the Corporation to pay an installment of interest on or principal of, or premium, if any, on the Note when the same shall become due and payable, whether at maturity or upon any date fixed for prepayment or by acceleration or otherwise; or

(b) failure of the Corporation to perform any covenant, condition or provision hereof and to remedy such default within 30 days after written notice thereof from the City, unless the nature of the default is such that it cannot be remedied within the thirty-day period and the Corporation has instituted corrective action within a period of time reasonably agreed to by the City and diligently pursues such action until the default is remedied; or

(c) any representation or warranty made by the Corporation in any statement or certificate furnished to the City or the purchaser of the 2016 Bond in connection with the sale of the 2016 Bond or furnished by the Corporation pursuant hereto is found to have been untrue in any material respect as of the date of the issuance or making thereof and shall not be made good within 30 days after written notice thereof to the Corporation by the City, unless the nature of the default is such that it cannot be remedied within the thirty-day period and the Corporation has instituted corrective action within a period of time reasonably agreed to by the City and diligently pursues such action until the default is remedied; or

(d) default in any payment of principal of or premium, if any, on, or interest on any other obligation of the Corporation for borrowed money in excess of \$250,000 continuing beyond the expiration of the applicable grace period, if any, provided for therein or in the performance of any other agreement, term or condition contained in any agreement under which any such obligation is created or secured, and continuing beyond the expiration of the applicable grace period, if any, provided for therein, which default shall result in or permit the declaring due and payable of such obligation for borrowed money in excess of \$250,000 prior to the date on which it would otherwise have become due and payable; provided, however, that if such default shall be remedied or cured by the Corporation or be waived by the holders of such obligation, and any such declaration be rescinded or annulled, then the event of default hereunder by reason thereof shall be deemed to have been thereupon cured; or

(e) any judgment, writ or warrant of attachment or of any similar process in an amount in excess of \$250,000 not covered by insurance shall be entered or filed against the Corporation or against any of its property and remains unvacated, unpaid, unbonded, uninsured, unstayed or uncontested in good faith for a period of 60 days; or

(f) the Corporation admits, in writing, insolvency or bankruptcy or its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors or applies for or

consents to the appointment of a trustee or receiver for the Corporation, or for a substantial part of its property; or

(g) a trustee, custodian or receiver is appointed for the Corporation or its property and is not discharged within 60 days after such appointment; or

(h) bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings for relief under any bankruptcy law or similar law for the relief of debtors are instituted by or against the Corporation (other than bankruptcy proceedings instituted by the Corporation against third parties), and if instituted against the Corporation are allowed against the Corporation or are consented to or are not dismissed, stayed or otherwise nullified within 60 days after such institution.

## **SECTION 5.2. Remedies.**

During the occurrence and continuance of any event of default referred to in Section 5.1 hereof, the City may pursue the following remedies, in addition to any other remedies provided for by law:

(a) *Acceleration of Maturity of the Note; Waiver of Event of Default and Rescission of Acceleration.* The City may by written notice to the Corporation, declare the principal of the Note (if not then due and payable) to be due and payable immediately, and upon any such declaration, the principal of the Note shall become and be immediately due and payable, anything in the Note or in this Loan Agreement contained to the contrary notwithstanding. This provision, however, is subject to the condition that if, at any time after the principal of the Note shall have been so declared and become due and payable, all arrears of interest and of principal payable prior to such acceleration, if any, upon the Note and the reasonable expenses of the City shall be paid by the Corporation, and every other default in the observance or performance of any covenant, condition or agreement in the Note or in this Loan Agreement contained shall be made good, or be secured, to the satisfaction of the City, or provision deemed by the City to be adequate shall be made therefor, then and in every such case the City by written notice to the Corporation may, at its option, waive the event of default by reason of which the principal of the Note shall have been so declared and become due and payable, and may rescind and annul such declaration and its consequences; but no such waiver, rescission or annulment shall extend to or affect any subsequent event of default or impair any right consequent thereon.

(b) *Suits, Etc.* The City personally or by attorney, may, in its discretion, proceed to protect and enforce its rights by suit or suits in equity or at law, whether for the specific performance of any covenant or agreement contained in the Note or in this Loan Agreement, or in aid of the execution of any power herein granted, or for the enforcement of any other appropriate legal or equitable remedy, as the City shall deem most effectual to protect and enforce any of its rights or duties hereunder.

(c) *Termination of Proceedings.* In case the City shall have proceeded to enforce any right under this Loan Agreement, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the City, then and in every case the City and the Corporation shall, subject to any determination in such proceeding, be

restored to their former positions and rights hereunder with respect to the property pledged and assigned hereunder, and all rights, remedies and powers of the City shall continue as if no such proceedings had been taken.

***SECTION 5.3. Remedies Cumulative.***

No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

***SECTION 5.4. Delay or Omission Not a Waiver.***

No delay or omission of the City to exercise any right or power accruing upon any event of default shall impair any such right or power, or shall be construed to be a waiver of any such event of default or an acquiescence therein; and every power and remedy given by this Loan Agreement to the City may be exercised from time to time and as often as may be deemed expedient by the City.

***SECTION 5.5. Waiver of Extension or Stay Laws.***

To the extent permitted by law, the Corporation will not during the continuance of any event of default hereunder insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Loan Agreement; nor claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of any of the Housing Properties, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision herein contained, or pursuant to the decree, judgment or order of any court of competent jurisdiction; nor after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted by the United States of America or by any state or territory, or otherwise, to redeem the property so sold or any part thereof; and the Corporation hereby expressly waives all benefits or advantages of any such law or laws and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to the City, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted.

***SECTION 5.6. Remedies Subject to Provision of Law.***

All rights, remedies and powers provided by this Article may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Loan Agreement invalid or unenforceable under the provisions of any applicable law.



### ***SECTION 5.7. Application of Proceeds of Sale.***

The proceeds or avails resulting from the exercise of any remedies pursuant to Section 5.2 hereof, together with any other sums which then may be held by the City under this Loan Agreement, whether under the provisions of this Article or otherwise, shall be applied as follows:

FIRST: To the payment of the costs and reasonable expenses of the exercise of such remedies, including fees and reasonable expenses of the City, its agents, attorneys and counsel, and the reasonable expenses of any judicial proceedings wherein the same may be made, and of all reasonable expenses, liabilities and advances made or incurred by the City as permitted by this Loan Agreement.

SECOND: To the payment of the whole amount then due, owing and unpaid upon the Note for principal, interest and premium, if any; and in case such proceeds shall be insufficient to pay in full the whole amount of interest so due, owing and unpaid upon the Note, then ratably according to the aggregate of such principal and the accrued and unpaid interest and premium, if any, without preference or priority as between principal and interest or premium, such application to be made upon presentation of the Note and the notation thereon of the payment, if partially paid, or the surrender and cancellation thereof, if fully paid.

THIRD: To the payment of any other sums required to be paid by the Corporation pursuant to any provisions of this Loan Agreement or of the Note.

FOURTH: To the payment of the surplus, if any, to the Corporation, its successors or assigns, or to whomsoever may be lawfully entitled to receive the same, or as any court of competent jurisdiction may direct.

## **ARTICLE 6**

### **MISCELLANEOUS PROVISIONS**

#### ***SECTION 6.1. Agreement for Benefit of Parties Hereto.***

Nothing in this Loan Agreement, express or implied, is intended or shall be construed to confer upon, or to give to, any person other than the parties hereto and the holder of the Note and their successors and assigns, any right, remedy or claim under or by reason of this Loan Agreement or any covenant, condition or stipulation hereof; and the covenants, stipulations and agreements in this Loan Agreement contained are and shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns.

#### ***SECTION 6.2. Severability.***

In case any one or more of the provisions contained in this Loan Agreement or in the Note shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

***SECTION 6.3. Addresses for Notices and Demands.***

Except as otherwise provided herein, any notice to or demand upon the City may be served or presented, and such demand may be made, at the principal office of the City at the following address:

The City of Wilmington  
800 N. French Street  
Wilmington, Delaware 19801  
Attn: City Treasurer  
Telephone: (302) 576-2483  
Telecopier: (302) 573-5568

Except as otherwise provided herein, any notice to or demand upon any of the parties listed below shall be deemed to have sufficiently been given or served for all purposes by being sent by registered or certified mail, postage prepaid, addressed to such parties at the following addresses:

Corporation:	Wilmington Housing Partnership Corporation City/County Building 800 N. French Street Wilmington, DE 19801 Attn: Steven T. Martin, Executive Director Telephone: (302) 576-3004 Telecopier: (302) 571-4143
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Any of the foregoing may, by notice given hereunder to the others, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

***SECTION 6.4. Section and Article Headings.***

Section and Article headings in this Loan Agreement are for convenience and shall not be used in interpreting this Loan Agreement.

***SECTION 6.5. Successors and Assigns.***

Whenever in this Loan Agreement any of the parties hereto is named or referred to, the successors and assigns of such party shall be deemed to be included, and all the covenants, promises and agreements in this Loan Agreement contained by or on behalf of the Corporation, or by or on behalf of the City, shall bind and inure to the benefit of the respective successors and assigns, whether so expressed or not.

***SECTION 6.6. Counterparts.***

This Loan Agreement is being executed in a number of counterparts, each of which is an original and all of which are identical. Each counterpart of this Loan Agreement is to be deemed an original hereof, and all counterparts collectively are to be deemed one instrument.

***SECTION 6.7. Governing Law.***

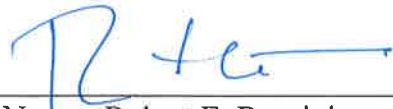
It is the intention of the parties hereto that this Loan Agreement and the rights and obligations of the parties hereunder and under the Note and the rights and obligations of the parties thereunder, shall be governed by and construed and enforced in accordance with, the laws of the State of Delaware.

***SECTION 6.8. Holidays.***

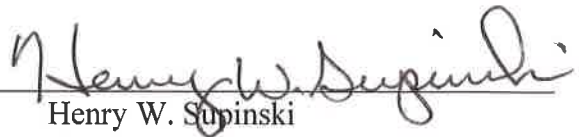
If any date for the payment of an amount hereunder or on the Note, or the taking of any other action required or permitted to be taken hereunder, is not a Business Day, then such payment shall be due, or such action shall or may be taken, as the case may be, on the first Business Day thereafter with the same force and effect as if done on the nominal date provided in this Loan Agreement.

IN WITNESS WHEREOF, the Corporation and the City have caused this Loan Agreement to be executed in their respective corporate names and the City has caused its seal to be hereunto affixed and attested by its City Clerk, all as of the date first above written.

**WILMINGTON HOUSING PARTNERSHIP  
CORPORATION**

By:   
Name: Robert E. Buccini  
Title: Chairman

**CITY OF WILMINGTON, DELAWARE**

By:   
Henry W. Supinski  
City Treasurer

(SEAL)

Attest:

By:   
City Clerk

## EXHIBIT A

### FORM OF

#### WILMINGTON HOUSING PARTNERSHIP CORPORATION PROMISSORY NOTE, SERIES 2016

FOR VALUE RECEIVED, the undersigned, WILMINGTON HOUSING PARTNERSHIP CORPORATION, a Delaware non-stock corporation (the "Corporation"), hereby promises to pay to the order of the City of Wilmington, Delaware, a political subdivision of the State of Delaware (the "City"), the principal sum of \_\_\_\_\_ Million \_\_\_\_\_ Hundred Thousand Dollars (\$\_\_\_\_\_), and to pay interest on such unpaid principal balance hereof from the date of this Note at the rate or rates per annum prescribed for, and on or before each date that interest is due and payable on, the 2016 Bond (as hereinafter defined) until the principal amount hereof shall become due and payable. Reference is hereby made to the Loan Agreement for the definition of certain terms used herein and not otherwise defined.

This Note is issued under the Loan Agreement dated September \_\_, 2016 (the "Loan Agreement"), between the Corporation and the City. It is intended and agreed by the Corporation that the payments of the principal hereof, premium, if any, and interest hereon will be sufficient to enable the City to pay when due, the principal (whether at maturity or upon redemption or acceleration) of, premium, if any, and interest on its \$\_\_\_\_\_ principal amount General Obligation Bond (Wilmington Housing Project), Series 2016 (Federally Taxable) (the "2016 Bond"), and accordingly the Corporation hereby agrees to make such payments hereon at such times. Reference is hereby made to the Loan Agreement for a description of the rights of the holder hereof, the Corporation and the City in respect thereof, to all of which the holder hereof, by its acceptance hereof, assents.

The principal of this Note is subject to prepayment by the Corporation from time to time, in the manner and under the circumstances referred to in the Loan Agreement, in whole or in part, at a price equal to 100% of the principal amount hereof to be prepaid plus accrued interest thereon to and including the date fixed for prepayment, together with any applicable premium.

In certain events and in the manner set forth in the Loan Agreement, the entire principal amount of this Note may be declared to be due and payable.

No recourse shall be had for the payment of the principal of, premium, if any, or interest on this Note, or for any claim based thereon or on the Loan Agreement or any agreement supplemental thereto, against any trustee, officer, agent or employee, past, present or future, of the Corporation, or of any successor corporation, as such, either directly or through the Corporation or any such successor corporation, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment or penalty, or otherwise, all such liability, whether at common law, in equity, by any constitution, statute or otherwise, of trustees, officers, agents or employees, as such, being released as a condition of and consideration for the execution of the Loan Agreement and the issuance of this Note.

IN WITNESS WHEREOF, the Corporation has caused this Note to be duly executed.

Dated: September \_\_, 2016.

**WILMINGTON HOUSING PARTNERSHIP  
CORPORATION**

By: \_\_\_\_\_


Name: Robert E. Buccini

Title: Chairman

IN WITNESS WHEREOF, the Corporation has caused this Note to be duly executed.

Dated: September 29, 2016.

**WILMINGTON HOUSING PARTNERSHIP  
CORPORATION**

By:   
Name: Robert E. Buccini  
Title: Chairman

## EXHIBIT B

### Schedule of Housing Properties, Sales Proceeds, Sale Proceeds Used for Payment of 2016 Bond, Scheduled Funding Date

Housing Properties	Number of Units	Sales Proceeds	Sale Proceeds used for Payment of 2016 Bond	Estimated Funding Date	
513 Vandever Ave	1	110,000.00	50,000.00	10/30/2016	45%
1013 Coleman Street	1	150,000.00	90,000.00	10/30/2016	60%
907 Church St	1	120,000.00	75,000.00	11/30/2016	63%
607 Church St	1	140,000.00	85,000.00	11/30/2016	61%
703 Kirkwood	1	120,000.00	50,000.00	1/30/2017	42%
801 Bennett	1	125,000.00	60,000.00	4/30/2017	48%
523 Vandever	1	145,000.00	85,000.00	8/30/2017	59%
525 Vandever	1	145,000.00	85,000.00	8/30/2017	59%
527 Vandever	1	145,000.00	85,000.00	8/30/2017	59%
529 Vandever	1	145,000.00	85,000.00	8/30/2017	59%
4 7th Ave	7	945,000.00	425,000.00	12/30/2017	45%
817-831 Bennett	4	500,000.00	260,000.00	3/30/2018	52%
1400 Anchorage	15	2,475,000.00	1,225,000.00	1/30/2018-5/30/2018	49%
800 Block Bennett	7	1,050,000.00	840,000.00	11/30/2017-1/30/2018	80%
		6,315,000.00	3,500,000.00		



# EXHIBIT B

## Velda Jones-Potter

---

**From:** Terence J. Williams  
**Sent:** Thursday, January 31, 2019 2:42 PM  
**To:** Velda Jones-Potter  
**Cc:** Michael S. Purzycki; Tanya Washington; John Rago; Robert L. Weir; Bob Williams; Bud Freel; Ciro Adams; Ernest Congo; Hanifa G. N. Shabazz; Loretta Walsh; Michelle H. Harlee; Robert A. Williams; Rysheema J. Dixon; Samuel L. Guy; Va'Shun A. Turner; Yolanda M. McCoy; Zanthia L. Oliver  
**Subject:** RE: Wilmington Housing Partnership

Good afternoon Velda! Thanks again for the feedback. As I mentioned during our conversation, the WHP Agreed Upon Procedures Review was not an audit. There was a limited scope on this engagement which covered transactions that were processed for the WHP during the timeframe that was mentioned in the report. Our observations were based on information that was available to my team during fieldwork. The outstanding balance of \$158K was mentioned in the report because it was brought to our attention by the former WHP, Executive Director, Steve Martin during interviews.

Based on the Administration's WHP Press Release on Friday, January 18<sup>th</sup>, Bob Weir, Director, Real Estate & Housing is the new Executive Director of the WHP. To the best of my knowledge, Mr. Weir along with the Administration have begun taking steps to mitigate any concerns involving the Partnership. If you have further questions, please contact the Administration or Bob Weir surrounding the WHP.

Thanks and regards,

Terence J. Williams  
City Auditor  
City of Wilmington - Auditing Department  
800 N. French St.  
Wilmington, DE 19801  
Office: (302) 576-2165  
Fax: (302) 573-5644

[tjwilliams@wilmingtonde.gov](mailto:tjwilliams@wilmingtonde.gov)

---

**From:** Velda Jones-Potter  
**Sent:** Wednesday, January 30, 2019 3:04 PM  
**To:** Terence J. Williams <tjwilliams@wilmingtonde.gov>  
**Cc:** Michael S. Purzycki <mspurzycki@wilmingtonde.gov>; Bob Williams <williams7thdistrict@gmail.com>; Bud Freel <budfreel@aol.com>; Ciro Adams <cadams@wilmingtonde.gov>; Ernest Congo <econgo@wilmingtonde.gov>; Hanifa G. N. Shabazz <hshabazz@wilmingtonde.gov>; Loretta Walsh <lwalsh@wilmingtonde.gov>; Michelle H. Harlee <mhhharlee@wilmingtonde.gov>; Robert A. Williams <rwilliams@wilmingtonde.gov>; Rysheema J. Dixon <rjdixon@wilmingtonde.gov>; Samuel L. Guy <slguy@wilmingtonde.gov>; Va'Shun A. Turner <vturner@wilmingtonde.gov>; Yolanda M. McCoy <yymmccoy@wilmingtonde.gov>; Zanthia L. Oliver <zloliver@wilmingtonde.gov>  
**Subject:** RE: Wilmington Housing Partnership

Good afternoon Terence,

I appreciate your response. My aim is to ensure the Administration and Council are aware and the City's \$3.4 million liability is addressed among whatever actions are taken regarding WHP and disposal of its assets.

Your Audit Report cites loans outstanding of \$158k which makes no mention of the \$3.4million obligation. It further recommends WHP property sale proceeds be used for "operational costs" without regard to WHP's loan covenant with the City that stipulates sale proceeds repay the principal balance. Whether or not interest payments were missed, should the City not have cause for concern regarding this exposure given WHP's current financial condition?

Velda

---

**From:** Terence J. Williams

**Sent:** Monday, January 28, 2019 9:28 AM

**To:** Velda Jones-Potter

**Cc:** Michael S. Purzycki; Bob Williams; Bud Freel; Ciro Adams; Ernest Congo; Hanifa G. N. Shabazz; Loretta Walsh; Michelle H. Harlee; Robert A. Williams; Rysheema J. Dixon; Samuel L. Guy; Va'Shun A. Turner; Yolanda M. McCoy; Zanthia L. Oliver

**Subject:** RE: Wilmington Housing Partnership

Good morning Velda! Thanks for the update. This wasn't in our report because fieldwork was finished a couple of months prior to the missed quarterly interest payment and a draft report was already being reviewed by the Administration. If you have any questions, don't hesitate to give me a call, at your earliest convenience.

Best regards,

Terence J. Williams

City Auditor

City of Wilmington - Auditing Department

800 N. French St.

Wilmington, DE 19801

Office: (302) 576-2165

Fax: (302) 573-5644

[tjwilliams@wilmingtonde.gov](mailto:tjwilliams@wilmingtonde.gov)

---

**From:** Velda Jones-Potter

**Sent:** Friday, January 25, 2019 4:44 PM

**To:** Terence J. Williams <[tjwilliams@wilmingtonde.gov](mailto:tjwilliams@wilmingtonde.gov)>

**Cc:** Michael S. Purzycki <[mspurzycki@wilmingtonde.gov](mailto:mspurzycki@wilmingtonde.gov)>; Bob Williams <[williams7thdistrict@gmail.com](mailto:williams7thdistrict@gmail.com)>; Bud Freel <[budfreel@aol.com](mailto:budfreel@aol.com)>; Ciro Adams <[cadams@wilmingtonde.gov](mailto:cadams@wilmingtonde.gov)>; Ernest Congo <[econgo@wilmingtonde.gov](mailto:econgo@wilmingtonde.gov)>; Hanifa G. N. Shabazz <[hshabazz@wilmingtonde.gov](mailto:hshabazz@wilmingtonde.gov)>; Loretta Walsh <[lwalsh@wilmingtonde.gov](mailto:lwalsh@wilmingtonde.gov)>; Michelle H. Harlee <[mhharlee@wilmingtonde.gov](mailto:mhharlee@wilmingtonde.gov)>; Robert A. Williams <[rwilliams@wilmingtonde.gov](mailto:rwilliams@wilmingtonde.gov)>; Rysheema J. Dixon <[rjdixon@wilmingtonde.gov](mailto:rjdixon@wilmingtonde.gov)>; Samuel L. Guy <[slguy@wilmingtonde.gov](mailto:slguy@wilmingtonde.gov)>; Va'Shun A. Turner <[vturner@wilmingtonde.gov](mailto:vturner@wilmingtonde.gov)>; Yolanda M. McCoy <[yymmccoy@wilmingtonde.gov](mailto:yymmccoy@wilmingtonde.gov)>; Zanthia L. Oliver <[zloliver@wilmingtonde.gov](mailto:zloliver@wilmingtonde.gov)>

**Subject:** Wilmington Housing Partnership

\*\*\*\*Correction to Memo\*\*\*\*

Terence,

Please see the attached correspondence initially addressed to the Mayor and Members of City Council; now corrected to include you as it references the 'Report on the City's Audit of WHP'.  
Pardon my oversight.

Thanks,

Velda

**Velda Jones-Potter** | City Treasurer

City of Wilmington  
Louis L. Redding City/County Building  
800 N. French Street | 5<sup>th</sup> Floor | Wilmington, Delaware 19801

Phone: 302-576-2480

Email: [treasurer@wilmingtonde.gov](mailto:treasurer@wilmingtonde.gov)

# EXHIBIT C

City of Wilmington  
Delaware

Administrative Division

Velda Jones-Potter  
City Treasurer

Louis L. Redding City/County Building  
800 French Street  
Wilmington, Delaware 19801-3537  
(302) 576-2480  
treasurer@wilmingtonde.gov



April 8, 2019

**Via Certified Mail**

Robert Weir, President  
Wilmington Housing Partnership Corporation  
Wilmington, DE 19801

**Re: \$3,378,371.67 loan (the "Loan") from the City of Wilmington (the "City") to Wilmington Housing Partnership Corporation (the "Corporation") made on September 29, 2016 as evidenced by (i) that certain Loan Agreement dated September 29, 2016 (the "Loan Agreement") and (ii) that certain Promissory Note dated September 29, 2016 (the "2016 Note")**

Dear Mr. Weir:

All capitalized terms that are not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

Please be advised that an Event of Default has occurred under the 2016 Loan Agreement because the Corporation failed to make interest payments on the 2016 Note on July 2, 2018, October 1, 2018 and December 31, 2018 as required by Section 2.2 of the Loan Agreement and such failure remains uncured as of the date of this letter.

Full payment of the Loan is due immediately, and a continued failure to pay the Loan in full may cause the City to exercise its right to pursue additional remedies up to and including suits in equity or at law pursuant to Section 5.2(b) of the Loan Agreement. In addition to the outstanding unpaid principal balance, the Corporation is responsible to reimburse the City for interest payments made by the City to the Bond Purchaser, as of the date of this letter, in an aggregate amount of **Eighty-Seven Thousand Four Hundred Twenty-One Dollars and 24/100 (\$87,421.24)**, and the loan will continue to accrue interest at a rate indexed to 30-day LIBOR plus 95 basis points. Our records indicate that the outstanding balance of the Loan as of the date of this letter is **Three Million Four Hundred Sixty-Five Thousand Seven Hundred Ninety-Two Dollars and 91/100 (\$3,465,792.91)**, which reflects the outstanding unpaid principal balance and aforementioned interest reimbursement.

Mr. Robert Weir  
April 8, 2019  
Page 2

Please contact Kalief Cole as soon as possible regarding when the City can expect payment on the Loan. Mr. Cole can be reached at (302) 576-2484

Thank you for your attention to this matter.

Sincerely,



Velda Jones-Potter  
Wilmington City Treasurer

cc: Tom Esposito, Treasurer, Wilmington Housing Partnership

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☐ Adult Signature Restricted Delivery \$

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Robert Weir  
800 N. French St. 7th Floor  
Wilmington, DE 19801

Street and Apt. No. or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

701A 2290 0002 0391 9973  
701A 2290 0002 0391 9973



**CERTIFIED MAIL**

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS FOLD AT DOTTED LINE

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Robert Weir  
Wilmington Housing Partnership  
800 N. French Street  
Wilmington DE 19801

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

**X** ☒ Agent ☐ Addressee

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

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



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- Important Reminders:**
- You may purchase Certified Mail service with First-Class Mail<sup>®</sup>, First-Class Package Service<sup>®</sup>, or Priority Mail<sup>®</sup> service.
  - Certified Mail service is *not* available for international mail.
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  - For an additional fee, and with a proper endorsement on the mailpiece, you may request the following services:
    - Return receipt service, which provides a record of delivery (including the recipient's signature). You can request a hardcopy return receipt or an electronic version. For a hardcopy return receipt, complete PS Form 3811, *Domestic Return Receipt*; attach PS Form 3811 to your mailpiece.

To ensure that your Certified Mail receipt is accepted as legal proof of mailing, it should bear a USPS postmark. If you would like a postmark on this Certified Mail receipt, please present your Certified Mail item at a Post Office<sup>®</sup> for postmarking. If you don't need a postmark on this Certified Mail receipt, detach the barcoded portion of this label, affix it to the mailpiece, apply appropriate postage, and deposit the mailpiece.

**IMPORTANT: Save this receipt for your records.**

PS Form 3800, April 2015 (Reverse) PSN 7530-02-000-9047

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City of Wilmington  
Treasurer's Office

Wilmington, Delaware  
October 17, 2019

**#4715**

**Sponsor:**

**Council  
Member  
Congo**

**Co-Sponsors:**

**Council  
Members  
Harlee  
McCoy  
Turner**

**WHEREAS**, pursuant to Section 2-363 of the City Code, the City may apply for grant funds, subject to the approval of City Council; and

**WHEREAS**, the City, through the Department of Parks and Recreation has sought to obtain grant funding from the Division of Parks and Recreation, Delaware Department of Natural Resources and Environmental Control in the amount of \$100,000 for improvements to the Eastlake Park Playground; and

**WHEREAS**, the Outdoor Recreation, Parks and Trails (ORPT) Program offers matching funds for the purpose of for the development of playgrounds, ballfields, trails, picnic pavilions, and other active outdoor recreation facilities, and

**WHEREAS**, the Department of Parks and Recreation intends to use the grant money for the replace outdated playground equipment, accessible play features, a new basketball court and picnic tables in Eastlake Park, and

**WHEREAS**, the Department of Parks and Recreation recommends that City Council approve the City's use of the grant funds for the Program in accordance with the terms of the grant; and

**WHEREAS**, the Council deems it necessary and proper to authorize the Wilmington Department of Parks and Recreation, to submit the aforesaid application for funding for the aforesaid purpose.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON** that the Department of Parks and Recreation, is hereby authorized to apply for grant funding from the Division of Parks and Recreation, Delaware Department of Natural

Resources and Environmental Control in the amount of \$100,000 for improvements to the Eastlake Park Playground.

**BE IT FURTHER RESOLVED** that the Director Department of Parks and Recreation, or their designee, shall be authorized to take all necessary actions to complete the filing of the grant application, including all undertakings and assurances taken heretofore, to accept any and all funds associated with the grant application and, if and when the grant is forthcoming, to execute the grant program for the City of Wilmington.

Passed by City Council,

ATTEST: \_\_\_\_\_  
City Clerk

**SYNOPSIS:** This Resolution authorizes the Parks and Recreation application for a grant from DNREC in the amount of \$100,000, for the purpose of making improvements to Eastlake Park.

**FISCAL IMPACT STATEMENT:** There is no negative fiscal impact to the City by accepting this grant. The Resolution approves a grant application to and the acceptance of grant funds from DNREC for \$100,000.00. The matching funds required by the grant will be sourced from previously budgeted funds.

Wilmington, Delaware  
October 17, 2019

#4716

Sponsor:

Council  
Member  
Oliver

Co-Sponsors:

Council  
Members  
Harlee  
McCoy  
Turner

**WHEREAS**, pursuant to Section 2-363 of the City Code, the City may apply for grant funds, subject to the approval of City Council; and

**WHEREAS**, the City, through the Department of Parks and Recreation has sought to obtain grant funding from the Division of Parks and Recreation, Delaware Department of Natural Resources and Environmental Control in the amount of \$100,000 for improvements to Kirkwood Park; and

**WHEREAS**, the Outdoor Recreation, Parks and Trails (ORPT) Program offers matching funds for the purpose of for the development of playgrounds, ballfields, trails, picnic pavilions, and other active outdoor recreation facilities, and

**WHEREAS**, the Department of Parks and Recreation intends to use the grant money for the construction of a new playground, to be used by children attending Stubbs Early Education Center as well as children throughout the surrounding neighborhood, and

**WHEREAS**, the Department of Parks and Recreation recommends that City Council approve the City's use of the grant funds for the Program in accordance with the terms of the grant; and

**WHEREAS**, the Council deems it necessary and proper to authorize the Wilmington Department of Parks and Recreation, to submit the aforesaid application for funding for the aforesaid purpose.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON** that the Department of Parks and Recreation, is hereby authorized to apply for grant funding from the Division of Parks and Recreation, Delaware Department of Natural

Resources and Environmental Control in the amount of \$100,000 for a new playground to be built in Kirkwood Park.

**BE IT FURTHER RESOLVED** that the Director Department of Parks and Recreation, or their designee, shall be authorized to take all necessary actions to complete the filing of the grant application, including all undertakings and assurances taken heretofore, to accept any and all funds associated with the grant application and, if and when the grant is forthcoming, to execute the grant program for the City of Wilmington.

Passed by City Council,

ATTEST: \_\_\_\_\_  
City Clerk

**SYNOPSIS:** This Resolution authorizes the Parks and Recreation application for a grant from DNREC in the amount of \$100,000, for the purpose of making improvements to Kirkwood Park.

**FISCAL IMPACT STATEMENT:** There is no negative fiscal impact to the City by accepting this grant. The Resolution approves a grant application to and the acceptance of grant funds from DNREC for \$100,000.00. The matching funds required by the grant will be sourced from previously budgeted funds.

Wilmington, Delaware  
October 17, 2019

#4717

**Sponsor:**

**Council  
Member  
Harlee**

**Co-Sponsors:**

**Council  
Members  
Turner  
Gray  
McCoy**

**WHEREAS**, pursuant to Section 2-363 of the City Code, the City may apply for grant funds, subject to the approval of City Council; and

**WHEREAS**, the City, through the Department of Parks and Recreation has sought to obtain grant funding from the American Lung Association in Delaware, through a contract with the Delaware Division of Public Health in the amount of \$15,000 to conduct tobacco prevention programs, physical activity, nutrition promotion and obesity prevention (PANO) programs, and/or implement policy, systems, or environmental (PSE) changes related to tobacco and PANO; and

**WHEREAS**, Grants are awarded to communities that exhibit a strong commitment to tobacco prevention and control programs in Delaware and enhancing or expanding access to physical activity and healthy eating opportunities for children, families and communities, and

**WHEREAS**, the Department of Parks and Recreation recommends that City Council approve the City's use of the grant funds for the Program in accordance with the terms of the grant; and

**WHEREAS**, the Council deems it necessary and proper to authorize the Wilmington Department of Parks and Recreation, to submit the aforesaid application for funding for the aforesaid purpose.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON** that the Department of Parks and Recreation, is hereby authorized to apply for grant funding from the American Lung Association in Delaware, through a contract with the Delaware Division of Public Health in the amount of \$15,000 to conduct tobacco

prevention programs, physical activity, nutrition promotion and obesity prevention (PANO) programs, and/or implement policy, systems, or environmental (PSE) changes related to tobacco and PANO.

**BE IT FURTHER RESOLVED** that the Director Department of Parks and Recreation, or their designee, shall be authorized to take all necessary actions to complete the filing of the grant application, including all undertakings and assurances taken heretofore, to accept any and all funds associated with the grant application and, if and when the grant is forthcoming, to execute the grant program for the City of Wilmington.

Passed by City Council,

ATTEST: \_\_\_\_\_  
City Clerk

**SYNOPSIS:** This Resolution authorizes the Parks and Recreation application for a grant from American Lung Association in the amount of \$15,000, for tobacco prevention programs, and/or physical activity, nutrition promotion and obesity prevention programs.

**FISCAL IMPACT STATEMENT:** There is no negative fiscal impact to the City by accepting this grant. The Resolution approves a grant application to and the acceptance of grant funds from the American Lung Association. There is no matching funds requirement for the grant.

Wilmington, Delaware  
October 17, 2019

#4719

Sponsor:

Council  
Member  
Turner

Co-Sponsors:

Council  
Members  
Harlee  
McCoy

**WHEREAS**, pursuant to Section 2-363 of the City Code, the City may apply for grant funds, subject to the approval of City Council; and

**WHEREAS**, the City, through the Department of Parks and Recreation has sought to obtain grant funding from the Division of Parks and Recreation, Delaware Department of Natural Resources and Environmental Control in the amount of \$100,000 for improvements to Helen Chambers Park; and

**WHEREAS**, the Outdoor Recreation, Parks and Trails (ORPT) Program offers matching funds for the purpose of for the development of playgrounds, ballfields, trails, picnic pavilions, and other active outdoor recreation facilities, and

**WHEREAS**, the Department of Parks and Recreation intends to use the grant money for the replace outdated playground equipment, accessible play features, a new basketball court and picnic tables in Helen Chambers Park, and

**WHEREAS**, the Department of Parks and Recreation recommends that City Council approve the City's use of the grant funds for the Program in accordance with the terms of the grant; and

**WHEREAS**, the Council deems it necessary and proper to authorize the Wilmington Department of Parks and Recreation, to submit the aforesaid application for funding for the aforesaid purpose.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON** that the Department of Parks and Recreation, is hereby authorized to apply for grant funding from the Division of Parks and Recreation, Delaware Department of Natural



Resources and Environmental Control in the amount of \$100,000 for improvements to the Helen Chambers Park.

**BE IT FURTHER RESOLVED** that the Director Department of Parks and Recreation, or their designee, shall be authorized to take all necessary actions to complete the filing of the grant application, including all undertakings and assurances taken heretofore, to accept any and all funds associated with the grant application and, if and when the grant is forthcoming, to execute the grant program for the City of Wilmington.

Passed by City Council,

ATTEST: \_\_\_\_\_  
City Clerk

**SYNOPSIS:** This Resolution authorizes the Parks and Recreation application for a grant from DNREC in the amount of \$100,000, for the purpose of making improvements to Helen Chambers Park.

**FISCAL IMPACT STATEMENT:** There is no negative fiscal impact to the City by accepting this grant. The Resolution approves a grant application to and the acceptance of grant funds from DNREC for \$100,000.00. The matching funds required by the grant will be sourced from previously budgeted funds.

Wilmington, Delaware  
October 17, 2019

**#4720**

**Sponsor:**

**Council  
Member  
Johnson**

**Co-Sponsors:**

**Council  
President  
Shabazz**

**Council  
Member  
Oliver**

**WHEREAS**, according to the Bureau of Labor Statistics, waiters and waitresses, who constitute many of those workers who receive tips or gratuities, account for 2,584,220 members of the workforce, with the State of Delaware employing, on average, over 8,000 people annually in this occupation; and

**WHEREAS**, Section 1. Chapter 9, Title 19 of the Delaware Code currently defines workers affected by this policy as an employee engaged in an occupation in which tips or gratuities customarily constitute part of the 10 remuneration shall be any worker engaged in an occupation in which workers customarily and regularly receive more than \$30 per month in tips or gratuities; and

**WHEREAS**, the minimum wage for employees who receive tips or gratuities (heretofore referred to as a tipped wage) in the state of Delaware has not changed since 1983; and

**WHEREAS**, in 1989, the General Assembly revised the tipped wage calculated by a percentage of the minimum wage to a flat tipped wage of \$2.23 per hour; and

**WHEREAS**, the current minimum wage in the state of Delaware is \$8.75 an hour; and

**WHEREAS**, the minimum wage in the state of Delaware in 1983 was \$3.35 an hour; and

**WHEREAS**, the living wage in the state of Delaware is \$12.68 an hour for 1 adult, \$26.04 an hour for 1 adult and 1 child, and

**WHEREAS**, according to the Massachusetts Institute of Technology, the required annual “living wage” income in Delaware before taxes is \$26,382 for one adult, and \$54,155

for one adult with one child, while the annual median salary for serving-related occupations in Delaware is \$23,690; and

**WHEREAS**, it is not currently required by Delaware law that tips automatically added to credit card charges are treated like tips or gratuity, and are therefore not paid by the employer directly to the employee at the next pay period and are instead able to be held by the employer waiting to receive payment from the credit card company; and

**WHEREAS**, research has shown that more consumers are using credit cards as opposed to cash as a payment option for both billing and tips/gratuities; and

**WHEREAS**, tips or gratuities are meant to be transferred directly from the consumer to the employees, as employees with such wages rely on tips within their typical pay cycle and should expect to receive them in a timely manner; and

**WHEREAS**, research by the American Journal of Epidemiology evidences that a higher prevalence of mental health problems may be linked to service work, due to low and unpredictable wages; and

**WHEREAS**, women represent more than two-thirds of tipped workers nationwide, and in Delaware women represent 71 percent of tipped workers with a poverty rate at 15.6 percent, “they and the families that depend on them, pay the price when the tipped minimum wage falls short,” according to the National Women's Law Center study released in May 2019; and

**WHEREAS**, restructuring the manner in which tipped employees are paid, by providing both higher wages and mandating the timely payment of gratuities, is a significant anti-poverty measure that will contribute to the prosperity of the City of Wilmington, the State of Delaware, and its citizenry; and

**WHEREAS**, Representative Kimberly Williams has introduced House Bill 251 and House Bill 252 to the Delaware General Assembly relating to advance deposit wagering and the Delaware minimum wage for employees receiving tips or gratuities.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON**, that Wilmington City Council declares its' strong encouragement and support of legislation in the Delaware General Assembly to pay tips and gratuities directly and to increase proportionally the minimum wage of workers who receive tips or gratuities. Furthermore, Wilmington City Council supports amendments to the Delaware code that will incorporate these changes.

Passed by City Council,

Attest: \_\_\_\_\_  
City Clerk

**SYNOPSIS:** This Resolution strongly supports the passage of House Bill 251 and House Bill 252 by the Delaware General Assembly due to the quality-of-life impact each Bill will have on more than 8,000 Delawareans who are tipped wage workers in Wilmington and throughout Delaware whose minimum flat tipped wage has not been adjusted from \$2.23 per hour since 1989 and whose gratuities may not be directly paid to such workers in a timely manner who are still earning since 1989 a flat tipped wage of \$2.23 per hour and may not automatically have credit card tips automatically added to their wages.

Wilmington, Delaware  
October 17, 2019

**#4721**

**WHEREAS**, the City of Wilmington is home to a diverse population of individuals

**Sponsor:**

representing different ages, abilities, nationalities, races, ethnicities, religions, gender identities, and sexual identities who all deserve accurate, considerate, and appropriate representation at the highest legal level; and

**Council  
Member  
Johnson**

**Co-Sponsors:**

**WHEREAS**, the American Bar Association has confirmed that, “racial and ethnic

**Council  
President  
Shabazz**

diversity in the legal profession is necessary to demonstrate that our laws are being made and administered for the benefit of all persons. Because the public’s perception of the legal profession often informs impressions of the legal system, a diverse bar and bench create greater trust in the rule of law,” and has thus identified enhancing diversity and inclusion as one of its primary goals; and

**Council  
Members  
Guy  
McCoy  
Congo**

**WHEREAS**, the Brennan Center for Justice at NYU Law reports that State Supreme Courts don’t have gender parity or reflect the racial or ethnic composition of the communities they serve, becoming, over the past twenty years, even less reflective of the nation’s increasingly diverse population; and

**WHEREAS**, a diverse court strengthens the rule of law by bringing essential knowledge and perspectives to the bench that better represent and reflect the true diversity of Cities such as Wilmington and states such as Delaware, thereby enhancing the Court’s legitimacy, and further upholding our nation’s values of equity and equality of opportunity; and

**WHEREAS**, the minority population of Delaware is approximately 38 percent, and the minority population of the City of Wilmington is 67 percent and is becoming increasingly more diverse; and

**WHEREAS**, 24 states, including Delaware, currently lack a Justice of Color on their State Supreme Court bench, and the Delaware Supreme Court has never included a person of color as an Associate Justice, or a person of color or woman as the Chief Justice; and

**WHEREAS**, the State of Delaware, having never appointed a Chief Justice of color, or a female Chief Justice, though 2 women have been appointed as Associate Justices since 1994, which thereby maintains an unrepresentative 80 percent majority of White men on the Delaware State Supreme Court bench, despite White men now comprising less than a third of the U.S. population, as well as less than half of the Wilmington population; and

**WHEREAS**, people of color make up nearly 40 percent of the U.S. population but hold only 15 percent of State Supreme Court seats and women make up roughly half the U.S. population but hold only 36 percent of State Supreme Court seats, and

**WHEREAS**, the Multicultural Judges & Lawyers Section of the Delaware State Bar Association, the South Asian Bar Association of Delaware, the Delaware Hispanic Bar Association, and the Delaware Barristers Association have encouraged the appointment of a person of color to the Delaware Supreme Court; and

**WHEREAS**, a transparent, safe, and secure Wilmington remains a priority of the Wilmington City Council, as well as a commitment of ensuring that all the people of Wilmington and Delaware are well-represented.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON** that the Honorable John Carney, Governor of the State of Delaware, is

hereby strongly encouraged to consider the appointment of a person of color to the Delaware Supreme Court demonstrating equity, inclusion and recognition of the diversity of Delaware's overall population and that of the legal profession in the State.

Passed by City Council,

ATTEST: \_\_\_\_\_  
City Clerk

**SYNOPSIS:** The Wilmington City Council is concerned with the lack of diversity within the Delaware State Supreme Court. Despite the continued growth of a diverse population within the State and especially within the City of Wilmington, the largest City in Delaware, the Delaware Supreme Court, like many other State Supreme Courts around the country, has not accurately represented its citizenry through its appointment of Supreme Court Justices. Therefore, the Council of the City of Wilmington strongly encourages Governor Carney to appoint a Person of Color to the Delaware State Supreme Court to demonstrate equity, inclusion and recognition of the diversity of the overall population of our City, State and the Delaware legal profession.

Wilmington, Delaware  
October 17, 2019

#4722

Sponsor:

Council  
Member  
Johnson

**WHEREAS**, the Commissioner of the Department of Licenses and Inspections has declared the property located at 505 North Broom Street, parcel #2602730277 (the “Property”) to be in such condition as to constitute a public nuisance building as set forth in Wilmington City Code Section 4-27, subsections 116.1.4(a) and 116.1.5; and

**WHEREAS**, on or about July 19, 2019 and October 7, 2019, timely notice of the condition of the Property were provided to the owners of record, Miroslaw Kostyshyn, John J. Kostyshyn, Peter T. Kostyshyn and Patricia R. Kostyshyn (the “Owners”) in the form of written demolition orders (the “Orders”) (attached as Exhibits “A” and “B”, respectively) which included copies of the Site Visit Reports dated June 21, 2019 and September 25, 2019 from Larsen & Landis, Structural Engineers (the “Engineer’s Reports”); and

**WHEREAS**, the Orders and Engineer’s Reports were sent to the Owners via regular mail and certified mail; and

**WHEREAS**, the Order dated July 19, 2019 required the Owners to correct the violations and/or demolish the structure as required by Wilmington City Code Section 4-27, subsections 116.1.1 and 116.1.5; and

**WHEREAS**, the Owners failed to comply with the July 19, 2019 Order (see photographs attached as Exhibit “C”); and

**WHEREAS**, the September 25, 2019 Engineer’s Report notes that ongoing deterioration of the partially collapsed rear block poses a possible hazard to a neighboring property and recommends immediate demolition; and



**WHEREAS**, a second Order dated October 7, 2019 was issued requiring the Owners to correct the violations cited in the prior Order or to demolish the structure, and further advising the Owners that due to the dangerous condition posed by the collapsed rear portion of the structure, the Department of Licenses and Inspections would be undertaking a partial demolition of said portion in an effort to abate the dangerous condition; and

**WHEREAS**, the dangerous conditions persist; the Owners have failed to take the necessary steps to rehabilitate or demolish the Property; and the Commissioner of Licenses and Inspections recommends that the Property be demolished, in whole or in part, as needed to abate said dangerous conditions.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON**, that the Commissioner of Licenses and Inspections be, and hereby is, authorized to secure demolition of the Property on a date selected by him, subject to the resolution of any appeal of the Commissioner's October 7, 2019 Order by the Owners.

**BE IT FURTHER RESOLVED** that all expenses of such demolition be paid by the City Treasurer from monies from the City Treasury, with said Owners being liable to the City of Wilmington for the full amount so expended pursuant to 25 *Del. C.* §§ 2901, 4601 and 4602.

**FURTHER RESOLVED** that liens may be placed upon the Property pursuant to 25 *Del. C.* §§ 2901, 4601 and 4602.

**FURTHER RESOLVED** that the City Clerk shall forward copies of this Resolution to the Commissioner of Licenses and Inspections and the City Treasurer as their respective authority to act in this matter.

Passed by City Council,

ATTEST: \_\_\_\_\_  
City Clerk

**SYNOPSIS:** This resolution authorizes the Department of Licenses and Inspections to demolish 505 North Broom Street and also authorizes the City Treasurer to expend funds necessary to carry out the demolition, with the cost to become a lien upon the Property.

## EXHIBIT A

# City of Wilmington



**MICHAEL S. PURZYCKI**  
Mayor

Department of Licenses & Inspections  
(302) 576-3030

By Regular & Certified Mail: 7016 0340 0000 4602 8896

July 19, 2019

## **EMERGENCY DEMOLITION ORDER**

Patricia & Peter Kostyshyn  
1127 Brandywine Blvd.  
Wilmington, DE 19809

Mirosław Kostyshyn  
617 Cranhill Drive  
Wilmington, DE 19808

John Kostyshyn  
1301 Centre Road  
Wilmington, DE 19805

RE: **505 N Broom Street**  
**Parcel no. 2602730277**

Dear Mr & Ms. Kostyshyn:

As a result of an inspection conducted on **June 21, 2019**, the Department of Licenses & Inspections has determined that the structure located **505 N Broom Street** violates Chapter 4, Sections 4-27 (116.1.1), (116.1.4) and (116.1.5) of the Wilmington City Code. Due to the existence of the conditions more specifically enumerated below, the continued vacancy of the building and the lack of reasonable maintenance, this structure is unsafe and constitutes a public nuisance posing a threat to public health, safety, and welfare.

The following conditions must be repaired, or the structure completely demolished, within 30 days:

- Holes in roof (1 Wilm. C. §4-27, 116.1.1 (a))
- Deteriorated roof shingles and roof sheathing throughout (1 Wilm. C. §4-27, 116.1.1 (a))
- Deteriorated fascia and soffit boards throughout (1 Wilm. C. §4-27, 116.1.1 (a))
- Missing downspouts throughout (1 Wilm. C. §4-27, 116.1.1 (a))
- Missing wall siding and holes in exterior wall (1 Wilm. C. §4-27, 116.1.1 (a))
- Structural failure - rear addition collapse (1 Wilm. C. §4-27, 116.1.1 (q))
- Public nuisance having blighting influence on neighboring properties (1 Wilm. C. §4-27, 116.1.4 (a)(2)(B))

Kostyshyn  
July 19, 2019  
Page Two

If you fail to correct the conditions listed above within 30 days, the City of Wilmington will demolish the structure (or a portion of the structure) on or about September 1, 2019 in order to abate the public nuisance posed by your property.

You will be provided no further notice of the demolition. If the structure is demolished by the City, the City will place a lien on the property for the costs incurred by it in accordance with the provisions of 25 Del. C. §§ 4601 and 4602, and the property will be subject to sheriff sale. Further, your failure to timely complete the repairs or demolish the property in accordance with this notice could result in a criminal summons being issued to you.

Should you have any questions, please contact me at (302)576-3031.

Sincerely,

A handwritten signature in cursive script that reads "Michael A. Boykin".

Michael A. Boykin  
Deputy Commissioner  
Department of Licenses & Inspections

# LARSEN & LANDIS

STRUCTURAL ENGINEERS



## SITE VISIT REPORT

June 26, 2019

<b>To:</b>	Ellis Blomquist	<b>From:</b>	M. J. Paul, PE Del. Prof. Eng. Reg. No. 9692
<b>Company:</b>	City of Wilmington Licenses and Inspections	<b>Project:</b>	505 N. Broom Street Wilmington, Delaware
<b>Subject:</b>	Removal of Collapsed Rear Block	<b>Date of Site Visit:</b>	June 21, 2019

The partially collapsed rear block of the above-captioned building constitutes an immediate hazard to that property and its occupants, and it poses a nuisance if not hazard to both adjacent properties and their occupants. The rear block should be demolished immediately.

As with demolition generally, removal of the rear block must be done top-down. The partially collapsed condition reinforces this method imperative, and also argues for the engagement of a well-qualified demolition contractor with a proven record of successfully completing difficult demolition projects.

Based on our review of conditions in the field and our general understanding of demolition procedures, we believe there are three possible main scenarios.

### Demolition Using Equipment

Powered equipment (including boom lifts) probably will result in the safest and quickest demolition. However, deploying and operating the equipment will not be easy and will require the use of neighboring properties. (See Images 2 through 5.)

Small-model equipment can be brought up the driveway of 509 N. Broom Street. Then the fence between 509 and 507 can be removed temporarily to bring the equipment into the back yard of 507. The equipment can be operated from that back yard, or the equipment can be moved into the back yard of 505 after it has been cleaned up and prepared.

After demolition debris and the equipment have been removed in reverse of the same route, the back yards, fence, and driveway must be restored.



Image 1 - Rear block of 505 N Broom St

(Although it may be possible to bring equipment through the apparently vacant lot that runs behind 505 and 507 and fronts W. 5<sup>th</sup> Street, this may not be feasible, due to the condition of the lot.)

#### Demolition Using Full Scaffolding

A line of two or three level scaffolding along the back of the rear block would provide safe working platforms for hand demolition.

After the rear stair is removed from the back of the rear block and grade has been prepared, the scaffolding can be erected. Scaffolding materials probably can be brought in via the side yard. Scaffolding would include outriggers at the upper levels for work on the rear block second story set back.

#### Demolition Using Limited Scaffolding

Since the first story and its roof/floor framing apparently had been supporting the second story prior to its collapse and apparently is presently supporting the collapsed portion, the first story and its roof/floor framing may be able to support ladders and small sections of scaffolding set on the roof/floor.

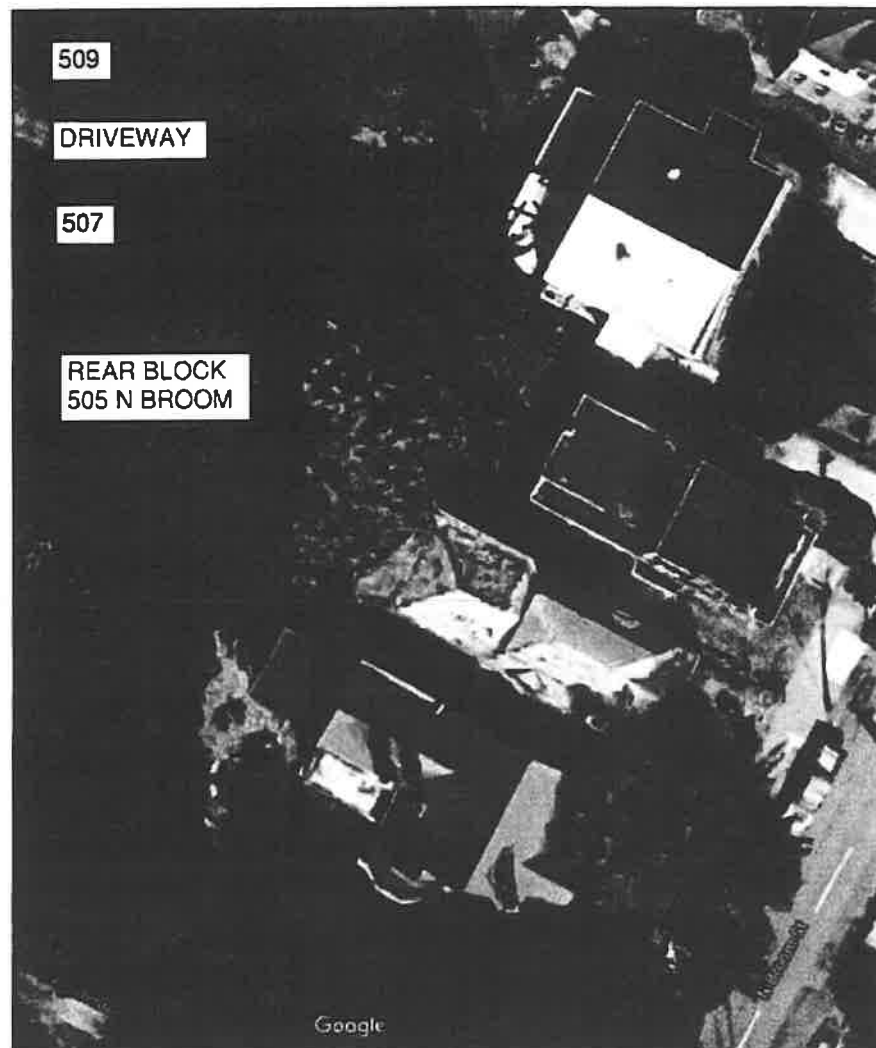
After the roof/floor framing, as reviewed from inside the first story, either is determined to be sound or is temporarily shored, ladders and scaffolding on grade can be used to remove enough collapsed material to provide an initial working space on the roof/floor. Additional collapsed material then can be removed incrementally to enlarge the working space. Ultimately, a large enough space would be created to enable placement of ladders and scaffolding so that the tall, remaining portion of the second story on the north side can be dismantled and removed. Once the second story is removed, the first story and foundations can be demolished working from grade.

As for the prior scenario, scaffolding and ladders can be brought in via the side yard.

-----

The above scenarios are intended to be only general descriptions. They do not purport to address the many safety and legal issues associated with proper demolition planning, logistics, operations, and execution, all of which are the responsibility of the demolition contractor. The scenarios do not purport to recommend actual demolition procedures.

Please contact us if you have any questions regarding this report.

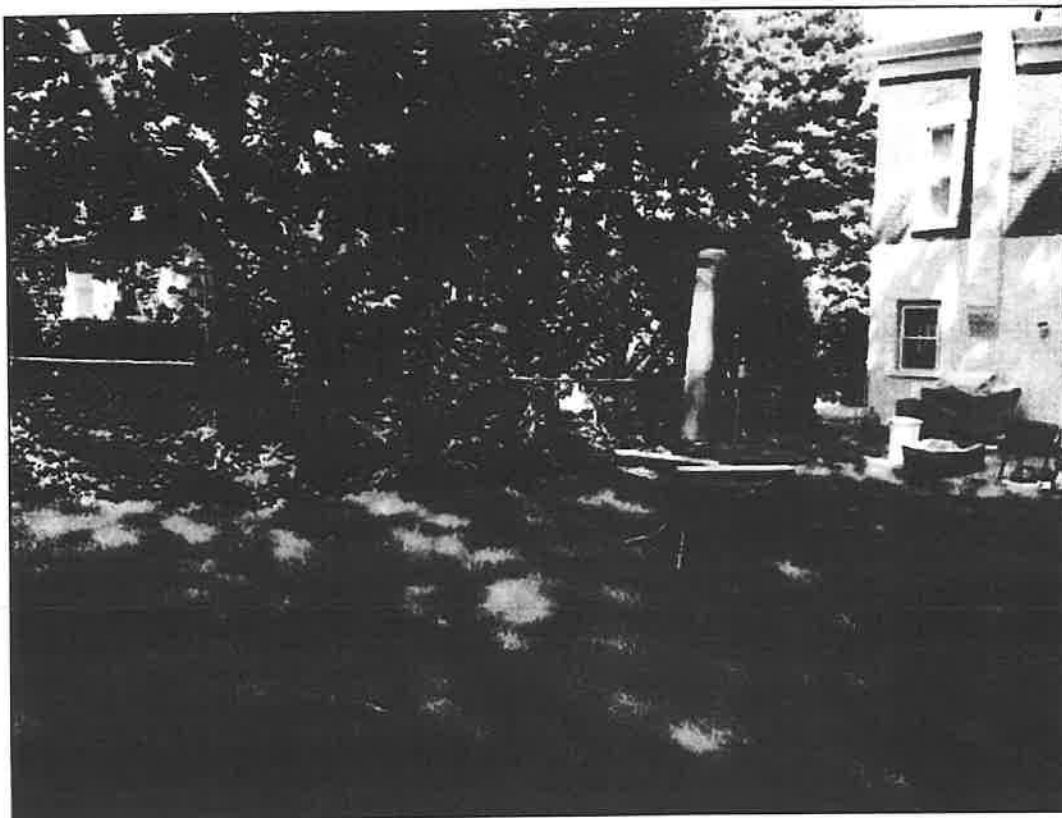


*Image 2 - Google Maps screenshot showing general site conditions*



*Image 3 - Back yard of 507 N Broom St along 505 rear block*





*Image 4 - Fence between back yards of 507 and 509 N Broom St*



*Image 5 - Driveway of 509 N Broom St alongside 507*

## EXHIBIT B

# City of Wilmington



**MICHAEL S. PURZYCKI**  
Mayor

October 7, 2019

**By Certified Mail, Regular Mail and by Posting the property**

Patricia and Peter Kostyshyn  
1127 Brandywine Blvd.  
Wilmington, DE 19809  
(701600340000046029145)

Miroslaw Kostyshyn  
617 Cranhill Drive  
Wilmington, DE 19808  
(701600340000046029169)

John Kostyshyn  
1301 Centre Road  
Wilmington, DE 19805  
(701600340000046029152)

## **DEMOLITION/ABATEMENT ORDER**

**RE: 505 Broom Street (Parcel No. 2602730277)**

Dear Messrs. and Miss Kostyshyn:

As you are aware, the Department of Licenses and Inspections ("the Department") issued the enclosed Emergency Demolition Order ("Emergency Order") dated July 19, 2019 requiring you to undertake within 30 days certain repairs to the above referenced property or to demolish it. The Emergency Order determined that given its condition, the structure is unsafe, poses a threat to public health and safety, and constitutes a public nuisance.

Shortly after the Emergency Order was issued, Miss Kostyshyn contacted me and stated the family was working on the property, and a contractor would be making repairs to the property. I requested Miss Kostyshyn provide me with written documentation regarding the work performed at the property and the signed contract and scope of work to be undertaken by the contractor. As of the date of this Order, the required information has not been provided and the violations have not been corrected.

As a result of your failure to correct the violations cited in the Emergency Order (which are incorporated herein) or to demolish the property, the structure continues to pose a threat to public safety, and there is a continued likelihood that the structure in its current unsafe condition may damage adjacent properties (see enclosed engineer

Kostyshyn  
October 7, 2019  
Page 2

reports dated June 26, 2019 and September 25, 2019). While all the violations noted in the Emergency Order are required to be corrected, the most pressing concern is the partially collapsed rear portion of the structure. As such, the City will proceed with demolition/removal of the collapsed portion of the structure in order to abate this dangerous condition. A lien for the costs incurred by the City shall arise on your property in accordance with the provisions of 25 *Del. C.* §§ 2901, 4601 and 4602.

Please be further advised that should you fail to correct the other violations noted in the Emergency Order within 30 days, the City will proceed with additional abatement action, up to and including demolition of the entire structure.

Sincerely,

A handwritten signature in black ink, reading "Michael A. Boykin". The signature is written in a cursive, flowing style.

Michael A. Boykin  
Deputy Commissioner  
Department of Licenses and Inspections

Enclosures

### **APPEAL RIGHTS**

You have the right to appeal this order. The appeal must be in writing and filed with the office of the Commissioner of the Department of Licenses and Inspections within fifteen (15) days of receipt of the notice being appealed. Each appeal shall be accompanied by:

- A. A written petition setting forth:
  - 1. The principal points upon which the appeal is made.
  - 2. Specific reference to the provisions of the applicable code section or the sections upon which the appeal is based.
  - 3. The name(s) and addresses of the owners of all other property (ies) affected by this appeal.
- B. **A non-refundable fee of fifty dollars (\$50.00)**

The appeal should be addressed as follows:

**Secretary  
Board of Licenses and Inspections Review  
Louis L. Redding City/County Building  
800 N. French Street, 3<sup>rd</sup> Floor  
Wilmington, Delaware 19801**

A hearing will be scheduled before the Board of Licenses and Inspections Review. At this hearing, you may introduce evidence and/or witnesses to support your appeal. You may be represented by an attorney, or you may choose to present your appeal on your own. The Board of Licenses and Inspections Review has the authority to affirm, modify, reverse, vacate, or revoke the action for which the appeal is being made. A written notice of the Board's decision will follow the hearing.

# City of Wilmington



MICHAEL S. PURZYCKI  
Mayor

Department of Licenses & Inspections  
(302) 576-3030

By Regular & Certified Mail: 7016 0340 0000 4602 8896

July 19, 2019

## **EMERGENCY DEMOLITION ORDER**

Patricia & Peter Kostyshyn  
1127 Brandywine Blvd.  
Wilmington, DE 19809

Miroslaw Kostyshyn  
617 Cranhill Drive  
Wilmington, DE 19808

John Kostyshyn  
1301 Centre Road  
Wilmington, DE 19805

RE: **505 N Broom Street**  
**Parcel no. 2602730277**

Dear Mr & Ms. Kostyshyn:

As a result of an inspection conducted on **June 21, 2019**, the Department of Licenses & Inspections has determined that the structure located **505 N Broom Street** violates Chapter 4, Sections 4-27 (116.1.1), (116.1.4) and (116.1.5) of the Wilmington City Code. Due to the existence of the conditions more specifically enumerated below, the continued vacancy of the building and the lack of reasonable maintenance, this structure is unsafe and constitutes a public nuisance posing a threat to public health, safety, and welfare.

The following conditions must be repaired, or the structure completely demolished, within 30 days:

- Holes in roof (1 Wilm. C. §4-27, 116.1.1 (a))
- Deteriorated roof shingles and roof sheathing throughout (1 Wilm. C. §4-27, 116.1.1 (a))
- Deteriorated fascia and soffit boards throughout (1 Wilm. C. §4-27, 116.1.1 (a))
- Missing downspouts throughout (1 Wilm. C. §4-27, 116.1.1 (a))
- Missing wall siding and holes in exterior wall (1 Wilm. C. §4-27, 116.1.1 (a))
- Structural failure - rear addition collapse (1 Wilm. C. §4-27, 116.1.1 (q))
- Public nuisance having blighting influence on neighboring properties (1 Wilm. C. §4-27, 116.1.4 (a)(2)(B))

Kostyshyn  
July 19, 2019  
Page Two

If you fail to correct the conditions listed above within 30 days, the City of Wilmington will demolish the structure (or a portion of the structure) on or about September 1, 2019 in order to abate the public nuisance posed by your property.

You will be provided no further notice of the demolition. If the structure is demolished by the City, the City will place a lien on the property for the costs incurred by it in accordance with the provisions of 25 Del. C. §§ 4601 and 4602, and the property will be subject to sheriff sale. Further, your failure to timely complete the repairs or demolish the property in accordance with this notice could result in a criminal summons being issued to you.

Should you have any questions, please contact me at (302)576-3031.

Sincerely,

A handwritten signature in cursive script that reads "Michael A. Boykin".

Michael A. Boykin  
Deputy Commissioner  
Department of Licenses & Inspections

# LARSEN & LANDIS

STRUCTURAL ENGINEERS



## SITE VISIT REPORT

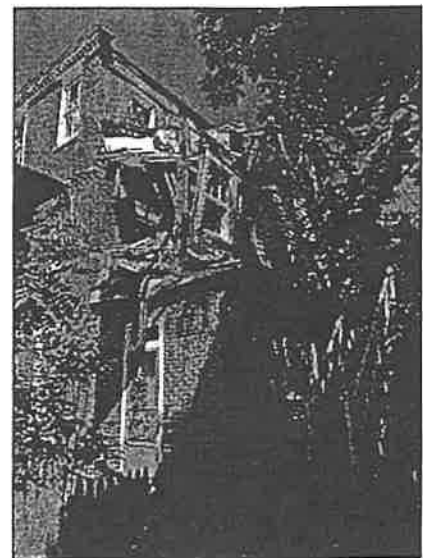
June 26, 2019

<b>To:</b>	Ellis Blomquist	<b>From:</b>	M. J. Paul, PE Del. Prof. Eng. Reg. No. 9692
<b>Company:</b>	City of Wilmington Licenses and Inspections	<b>Project:</b>	505 N. Broom Street Wilmington, Delaware
<b>Subject:</b>	Removal of Collapsed Rear Block	<b>Date of Site Visit:</b>	June 21, 2019

The partially collapsed rear block of the above-captioned building constitutes an immediate hazard to that property and its occupants, and it poses a nuisance if not hazard to both adjacent properties and their occupants. The rear block should be demolished immediately.

As with demolition generally, removal of the rear block must be done top-down. The partially collapsed condition reinforces this method imperative, and also argues for the engagement of a well-qualified demolition contractor with a proven record of successfully completing difficult demolition projects.

Based on our review of conditions in the field and our general understanding of demolition procedures, we believe there are three possible main scenarios.



*Image 1 - Rear block of 505 N Broom St*

### Demolition Using Equipment

Powered equipment (including boom lifts) probably will result in the safest and quickest demolition. However, deploying and operating the equipment will not be easy and will require the use of neighboring properties. (See Images 2 through 5.)

Small-model equipment can be brought up the driveway of 509 N. Broom Street. Then the fence between 509 and 507 can be removed temporarily to bring the equipment into the back yard of 507. The equipment can be operated from that back yard, or the equipment can be moved into the back yard of 505 after it has been cleaned up and prepared.

After demolition debris and the equipment have been removed in reverse of the same route, the back yards, fence, and driveway must be restored.



(Although it may be possible to bring equipment through the apparently vacant lot that runs behind 505 and 507 and fronts W. 5<sup>th</sup> Street, this may not be feasible, due to the condition of the lot.)

#### Demolition Using Full Scaffolding

A line of two or three level scaffolding along the back of the rear block would provide safe working platforms for hand demolition.

After the rear stair is removed from the back of the rear block and grade has been prepared, the scaffolding can be erected. Scaffolding materials probably can be brought in via the side yard. Scaffolding would include outriggers at the upper levels for work on the rear block second story set back.

#### Demolition Using Limited Scaffolding

Since the first story and its roof/floor framing apparently had been supporting the second story prior to its collapse and apparently is presently supporting the collapsed portion, the first story and its roof/floor framing may be able to support ladders and small sections of scaffolding set on the roof/floor.

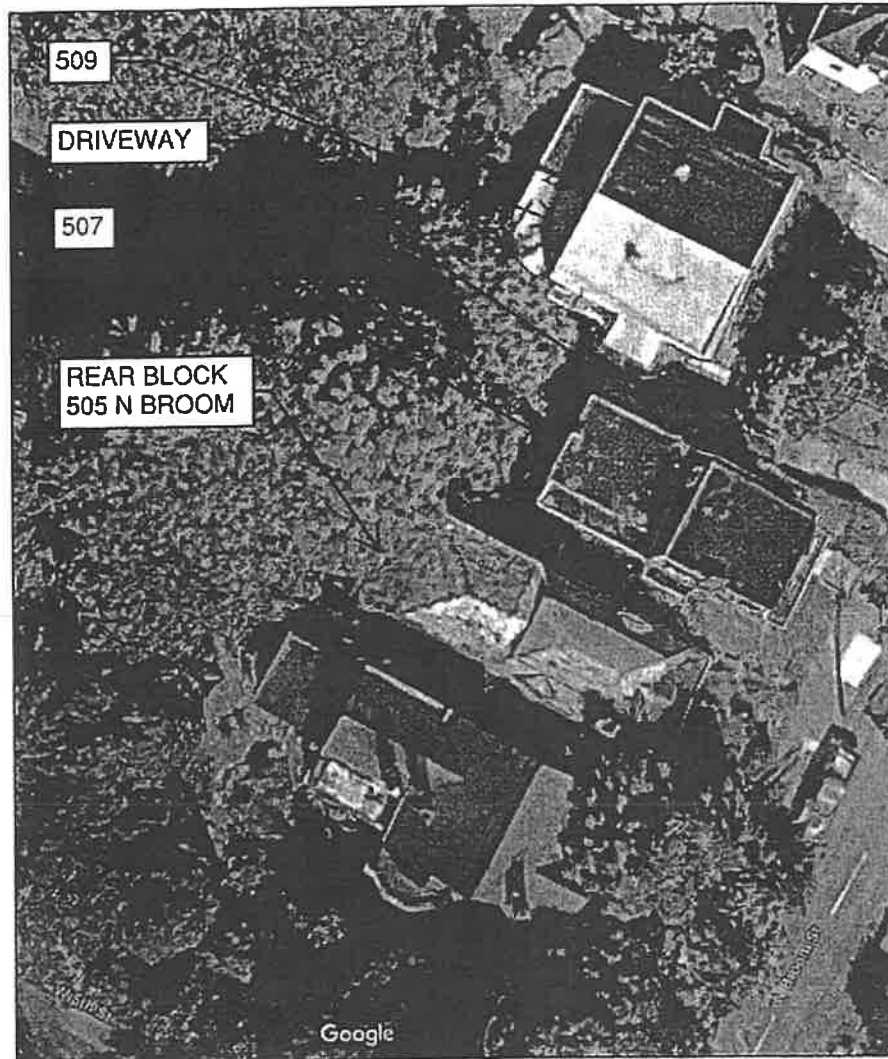
After the roof/floor framing, as reviewed from inside the first story, either is determined to be sound or is temporarily shored, ladders and scaffolding on grade can be used to remove enough collapsed material to provide an initial working space on the roof/floor. Additional collapsed material then can be removed incrementally to enlarge the working space. Ultimately, a large enough space would be created to enable placement of ladders and scaffolding so that the tall, remaining portion of the second story on the north side can be dismantled and removed. Once the second story is removed, the first story and foundations can be demolished working from grade.

As for the prior scenario, scaffolding and ladders can be brought in via the side yard.

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The above scenarios are intended to be only general descriptions. They do not purport to address the many safety and legal issues associated with proper demolition planning, logistics, operations, and execution, all of which are the responsibility of the demolition contractor. The scenarios do not purport to recommend actual demolition procedures.

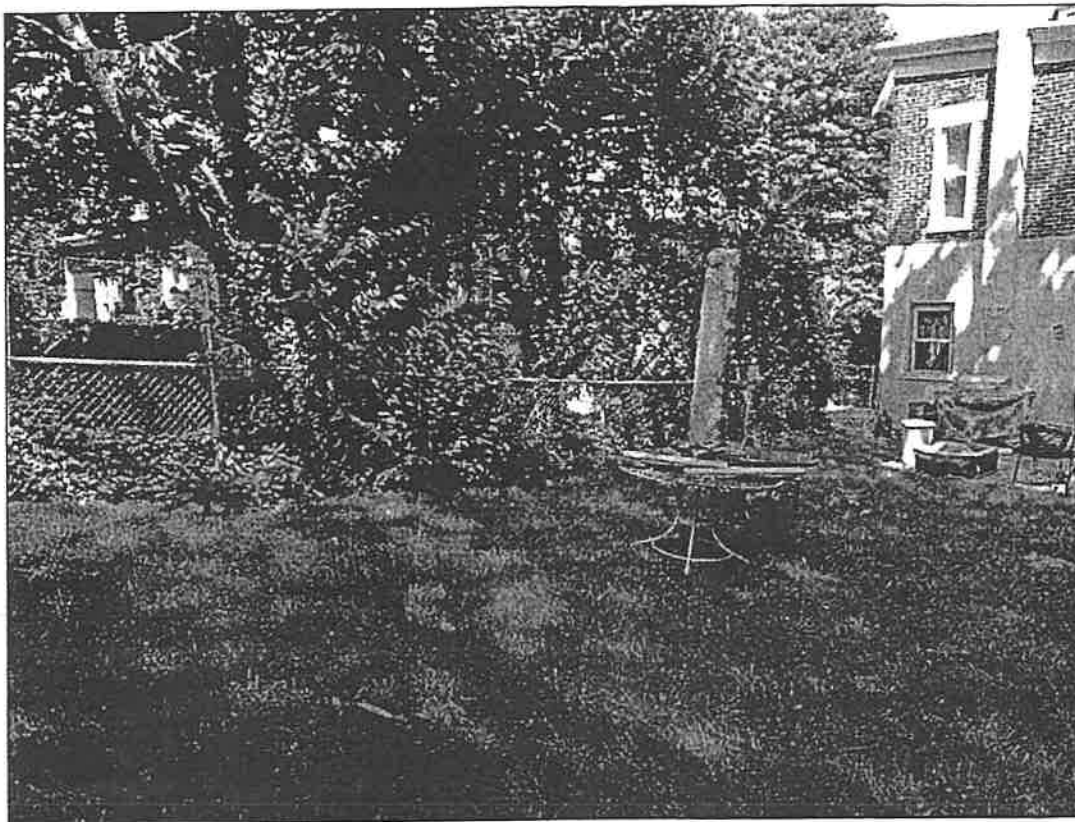
Please contact us if you have any questions regarding this report.



*Image 2 - Google Maps screenshot showing general site conditions*



*Image 3 - Back yard of 507 N Broom St along 505 rear block*



*Image 4 - Fence between back yards of 507 and 509 N Broom St*



*Image 5 - Driveway of 509 N Broom St alongside 507*

# LARSEN & LANDIS

STRUCTURAL ENGINEERS



## SITE VISIT REPORT

September 25, 2019

<b>To:</b>	Inspector Blomquist	<b>From:</b>	M. J. Paul, PE Del. Prof. Eng. Reg. No. 9692
<b>Company:</b>	City of Wilmington Licenses and Inspections	<b>Project:</b>	505 N. Broom Street H104 Wilmington, Delaware
<b>Subject:</b>	Condition Assessment Update	<b>Date of Site Visit:</b>	September 24, 2019

In accordance with your authorization and request, we again visited the captioned row-house (the building) to review existing conditions. Our review was strictly visual, limited to conditions in plain view while standing on grade in the back yard of 507 N. Broom Street (which the resident granted permission to enter).

We previously have provided engineering services related to the building, most recently in June and July. We also performed site visits and produced reports in early 2010.

There do not appear to have been substantive changes in the condition of the partially collapsed rear block (or in the main block). It is our opinion, however, that ongoing deterioration in the partially collapsed rear block poses a possible hazard to the adjacent property at 503 N. Broom Street. It is possible that there could be sudden further collapse that results in debris entering the side yard and rear yard of 503, and perhaps lodging against the side of that building. Because of this possible hazard, we recommend that the rear block of the building be demolished immediately.

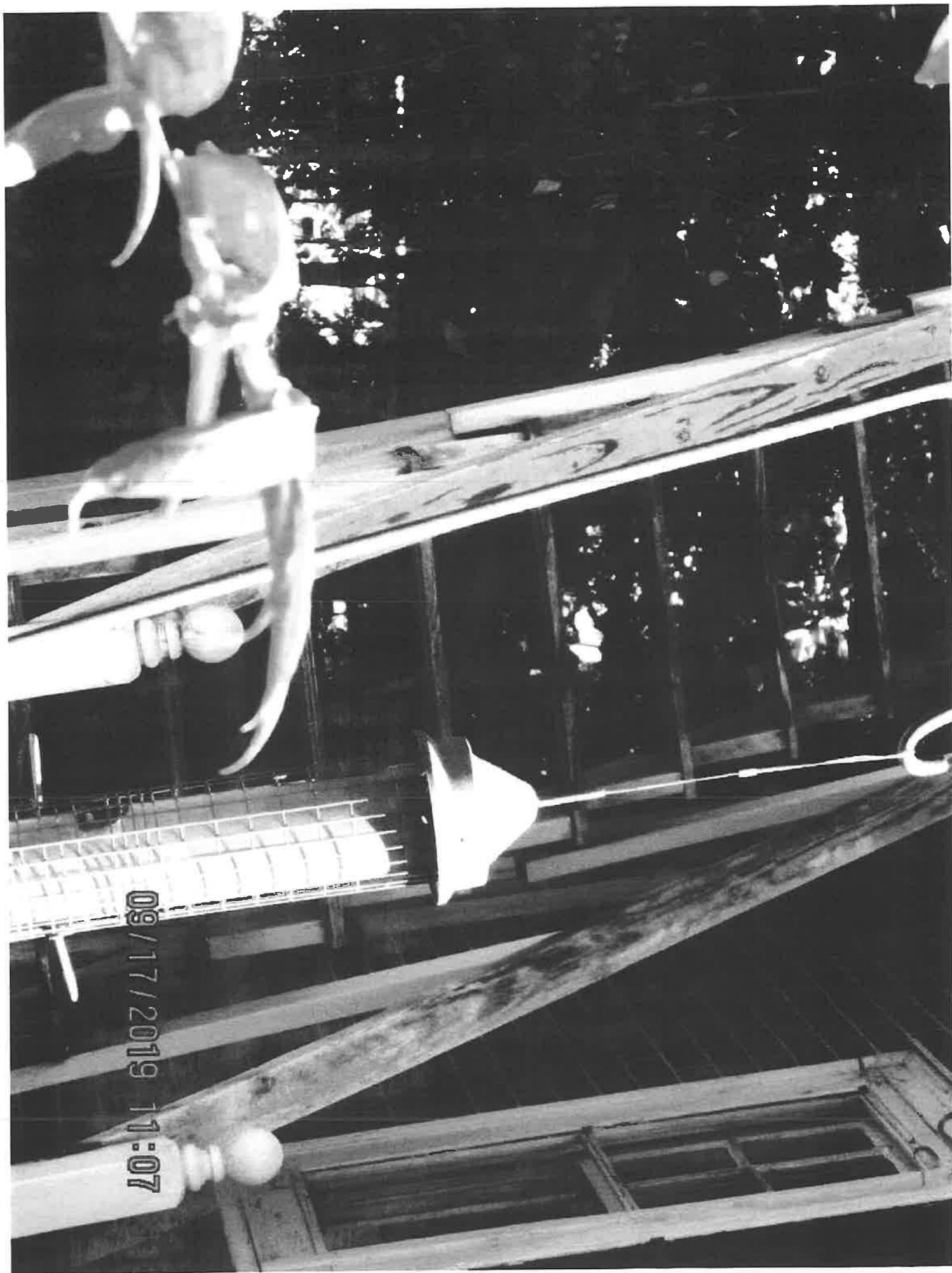


June



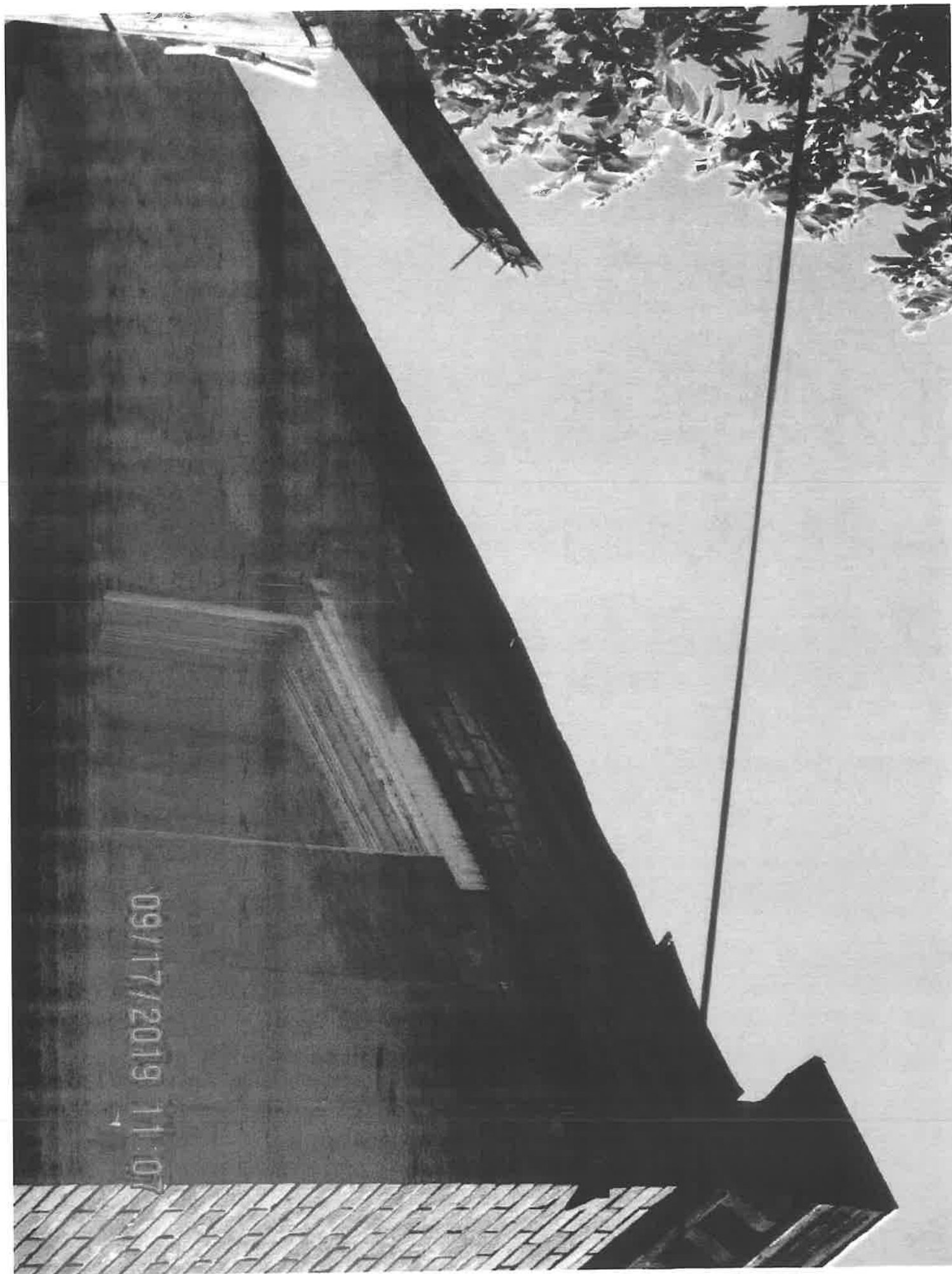
September

## EXHIBIT C



09/17/2019 11:07





09/17/2019 11:07







09/17/2019 11:03

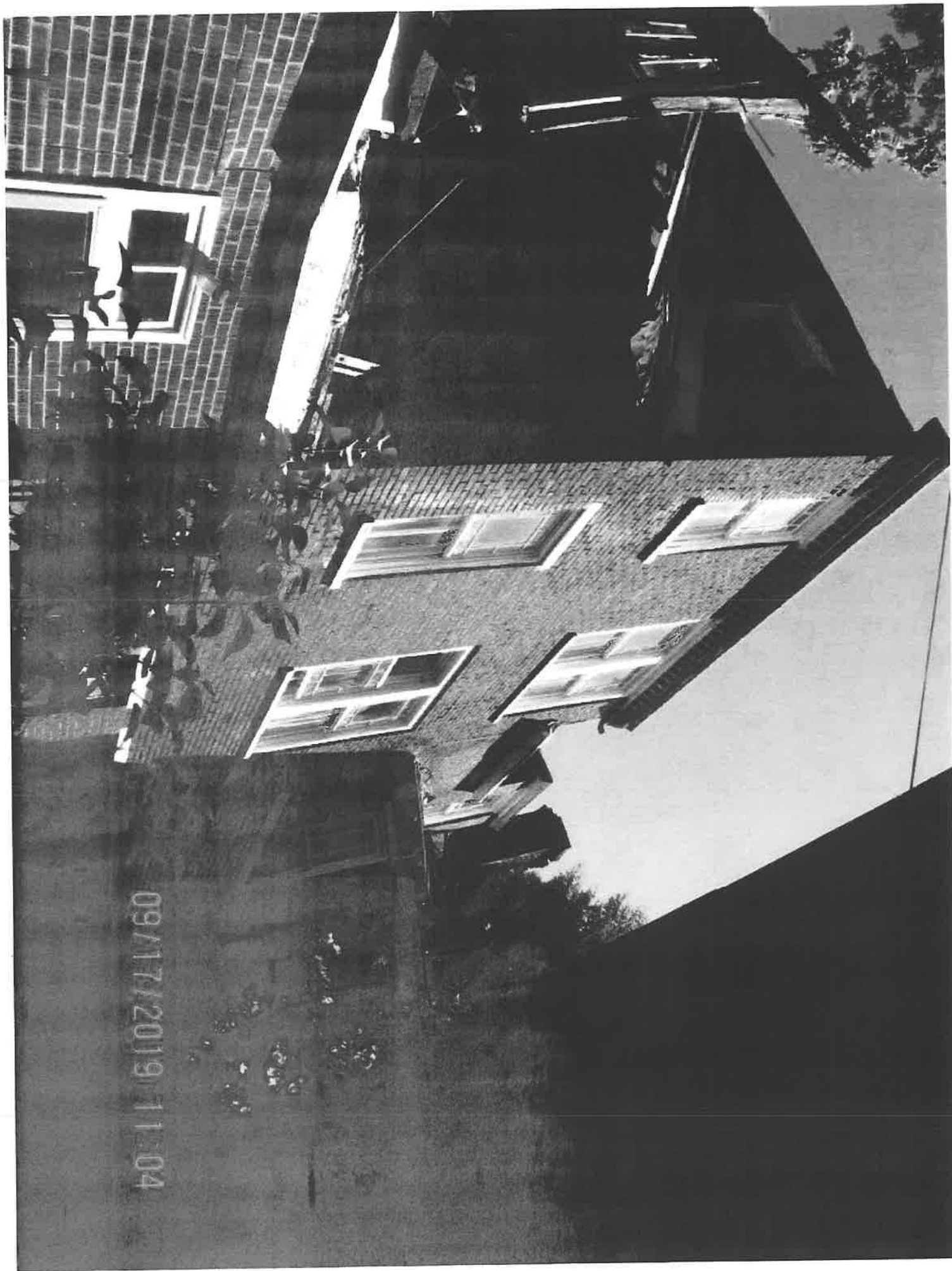




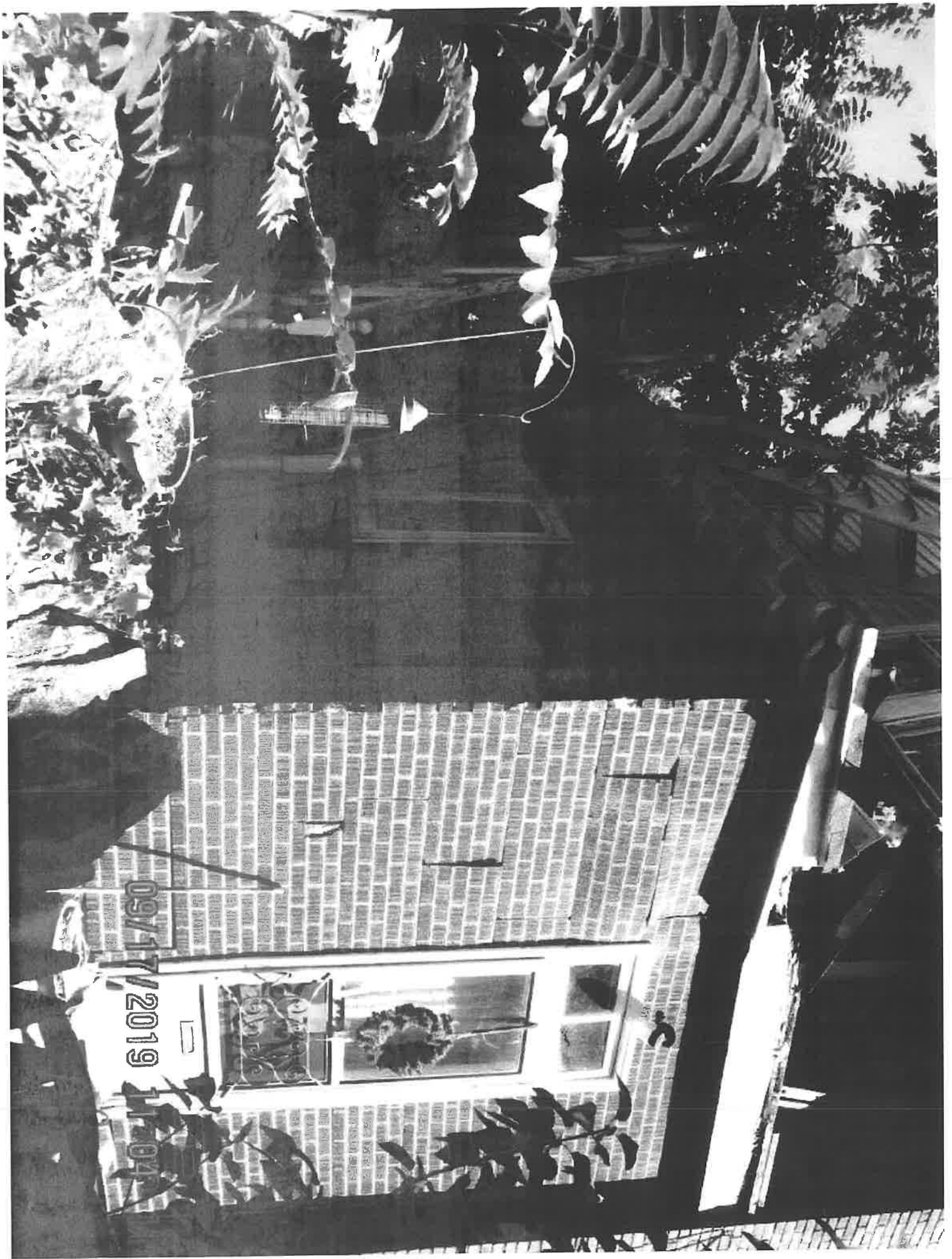












09/17/2019 14:04



09/17/2019 11:04





Wilmington, Delaware  
October 17, 2019

#4723

Sponsor:

Council  
President  
Shabazz

**WHEREAS**, on September 17, 2019, after holding a duly advertised public meeting, the City Planning Commission, by its Resolution 12-19, recommended that City Council adopt the proposed comprehensive development plan entitled "Wilmington 2028: A Comprehensive Plan for Our City and Communities", as amended by the City Planning Commission (the "Comprehensive Plan"); and

**WHEREAS**, the City Council proposes to schedule a public hearing on November 7, 2019 for review of the Comprehensive Plan to be duly advertised in conformity with Wilmington City Code Section 48-51, by publication in any newspaper of general circulation, at least once, not less than fifteen (15) days prior to the date of the public hearing.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON** that the Council hereby schedules a public hearing to be held on November 7, 2019 at 6:30 p.m. in the City Council Chambers to consider the proposal to adopt the Comprehensive Plan.

**BE IT FURTHER RESOLVED** that the President of City Council and the City Clerk are hereby directed to give public notice of said hearing in the manner and form required by the provisions of the Wilmington City Charter and City Code.

Passed by City Council,

ATTEST: \_\_\_\_\_  
City Clerk

**SYNOPSIS:** This Resolution schedules a public hearing on November 7, 2019 at 6:30 p.m. in the City Council Chambers regarding the proposed comprehensive development plan entitled "Wilmington 2028: A Comprehensive Plan for Our City and Communities", as amended by the City Planning Commission in its Resolution 12-19.

Wilmington, Delaware  
October 17, 2019

**#4724**

**Sponsor:**

**Council  
Member  
Freel**

**WHEREAS**, on August 22, 2019, Ordinance No. 19-040 was introduced to the Wilmington City Council (the “Ordinance”); and

**WHEREAS**, the Ordinance proposes amendments to Chapter 48 of the City Code to provide penalty and enforcement provisions relating to Neighborhood Conservation Districts; and

**WHEREAS**, on October 8, 2019, the City Planning Commission, by its Resolution 14-19, recommended the approval of the amendments in the Ordinance after holding a duly advertised public meeting; and

**WHEREAS**, the City Council proposes to schedule a public hearing on November 7, 2019 for review of the Ordinance, or a Substitute thereto, to be duly advertised in conformity with Wilmington City Code Section 48-51, by publication in any newspaper of general circulation, at least once, not less than fifteen (15) days prior to the date of the public hearing.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON** that the Council hereby schedules a public hearing on said Ordinance, or a Substitute thereto, to be held on November 7, 2019 at 6:30 p.m. in the City Council Chambers to consider the proposal to amend Chapter 48 of the City Code to provide penalty and enforcement provisions relating to Neighborhood Conservation Districts.

**BE IT FURTHER RESOLVED** that the President of City Council and the City Clerk are hereby directed to give public notice of said hearing in the manner and form required by the provisions of the Wilmington City Charter and City Code.

Passed by City Council,

ATTEST: \_\_\_\_\_  
City Clerk

**SYNOPSIS:** This Resolution schedules a public hearing on November 7, 2019 at 6:30 p.m. in the City Council Chambers regarding the proposed amendments to Chapter 48 of the City Code to provide penalty and enforcement provisions relating to Neighborhood Conservation Districts.

W0107763

Wilmington, Delaware  
October 17, 2019

#4725

**WHEREAS**, pursuant to Section 2-363 of the City Code, the Council deemed it

**Sponsor:**

necessary and proper to specify the requirements for review and approval of City-sponsored grant applications and proposals, including authorization for expedited grant applications when necessary prior to Council's approval by resolution; and

**Council  
President  
Shabazz**

**Co-Sponsors:**

**WHEREAS**, the City of Wilmington has requested grant funds from other governmental entities in Delaware to help support efforts to implement recommendations of the U.S. Centers for Disease Control and Prevention, as well as the work of the Wilmington Community Advisory Council to help address youth firearm violence in Wilmington through a holistic, public-health lens; and

**Council  
Members  
Adams  
Johnson**

**WHEREAS**, the City has requested \$40,000 from the State of Delaware and \$40,000 from New Castle County; and

**WHEREAS**, the Council deems it necessary and appropriate to authorize the City to accept the funds, if awarded, an to facilitate the implementation of the recommendations of the CDC in furtherance of the City's objectives to enhance public safety and the quality of life in Wilmington.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON** that the City's request for grant funds from the State of Delaware and New Castle County is hereby authorized.

**BE IT FURTHER RESOLVED** that the City shall be authorized to take all necessary actions to accept the grant funds and move forward with supporting the efforts of the Wilmington Community Advisory Council to implement the recommendations issued by the

Centers for Disease Control and Prevention related to curbing youth firearm violence in Wilmington.

Passed by City Council,

Attest: \_\_\_\_\_  
City Clerk

**SYNOPSIS:** This Resolution authorizes the City's requests to the State of Delaware and New Castle County for \$40,000 from each entity to support efforts to implement the recommendations of the U.S. Centers for Disease Control and Prevention, as well as the work of the Wilmington Community Advisory Council to help combat youth firearm violence in Wilmington through a public-health lens.

Wilmington, Delaware  
October 17, 2019

#4726

Sponsor:

Council  
Member  
Dixon

**WHEREAS**, the Wilmington UDAG Corporation (“UDAG”) is the owner of the following real properties located in Wilmington, Delaware: (i) 400 East Fourth Street, being Tax Parcel No. 26-043.20-124; (ii) 402 East Fourth Street, being Tax Parcel No. 26-043.20-123; (iii) 404 East Fourth Street, being Tax Parcel No. 26-043.20-122; (iv) 406 East Fourth Street, being Tax Parcel No. 26-043.20-121; (v) 408 East Fourth Street, being Tax Parcel No. 26-043.20-120; (vi) 410 East Fourth Street, being Tax Parcel No. 26-043.20-119 (collectively, the “Fourth Street Properties”); and (vii) 900 North Park Drive and 0 Glen Avenue, being Tax Parcel No. 26-028.20-224 (the “North Park Drive Property”, together with the Fourth Street Properties, the “Properties”); and

**WHEREAS**, the Fourth Street Properties are currently used by the City of Wilmington (“City”) Police Department for parking; and

**WHEREAS**, the North Park Drive Property comprises part of Brandywine Park; and

**WHEREAS**, UDAG has expressed an interest in donating the Properties to the City in order for the City: (i) to continue to use the Fourth Street Properties for parking and (ii) to continue to use the North Park Drive Property as part of Brandywine Park; and

**WHEREAS**, the City is willing to accept a donation of the Properties from UDAG.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON** that the Council, acting pursuant to City Charter Section 8-204, hereby approves the acceptance by the City of the Properties from UDAG, and authorizes the Department of Real Estate and Housing to take all actions necessary, including the payment of any recording fees, to finalize the transfer of the Properties to the City.

Passed by City Council,

Attest: \_\_\_\_\_  
City Clerk

**SYNOPSIS:** This Resolution authorizes the Department of Real Estate and Housing to accept donations of 400 East Fourth Street, 402 East Fourth Street, 404 East Fourth Street, 406 East Fourth Street, 408 East Fourth Street, 410 East Fourth Street, 900 North Park Drive, and 0 Glen Avenue from the Wilmington UDAG Corporation.

**FISCAL IMPACT STATEMENT:** The fiscal impact of the City accepting a donation of the aforementioned properties from the Wilmington UDAG Corporation is approximately \$2,800 in stormwater fees per year.

W0107681



Wilmington, Delaware  
October 17, 2019

Rev. 1  
#4713

Sponsor:

Council  
Member  
Shabazz

Co-Sponsors:

Council  
Members  
Dixon  
Harlee  
McCoy

**WHEREAS**, the City of Wilmington is home to over one-thousand individuals who live in the neighborhood known as Southbridge, in South Wilmington, where 65 percent of residents are African American and have been historically and unduly exposed to the effects and impacts of industrial manufacturing; and

**WHEREAS**, Southbridge has the highest proportion of contaminated property in the state, with 76 percent of the land identified as contaminated; and

**WHEREAS**, according to the 2017 report '*Environmental Justice for Delaware: Mitigating Toxic Pollution in New Castle County Communities*,' produced by a partnership between UCS, the Environmental Justice Health Alliance, Delaware Concerned Residents for Environmental Justice, Community Housing and Empowerment Connections Inc., and Coming Clean, Inc., Southbridge has been designated among seven communities in New Castle County, Delaware, as a community where residents face a substantial cumulative health risk from toxic air pollution due to their proximity to polluting industrial facilities, hazardous chemical facilities, and contaminated waste sites; risks which are further amplified by other negative socioeconomic and health factors related to lack of access to healthy foods, poor housing conditions, and stressors related to poverty including, but not limited to, unemployment and crime; and

**WHEREAS**, Environmental Justice, as defined by the U.S. Environmental Protection Agency, is "the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies, and Environmental Justice

Areas face substantial cumulative health risks from exposure to toxic air and other forms of pollution;” and

**WHEREAS**, cumulative impacts are considered by the National Environmental Justice Advisory Council to be risks and impacts caused by multiple pollutants, usually emitted by multiple sources, exacerbated by their interaction with each other and with any social vulnerabilities that exist in a community; and

**WHEREAS**, these and other potential unplanned toxic emissions directly affect the health of residents of the surrounding residential neighborhood where such emissions have been shown to damage lungs, cause and/or exacerbate respiratory illnesses, and in some cases contain small amounts of materials that are considered carcinogens, thereby increasing the risk of certain cancers; and

**WHEREAS**, the Delaware Department of Natural Resources and Environmental Control Secretary granted an air quality construction permit to Walan Specialty Construction Products, LLC’s slag- grinding, drying, and processing application facility in Southbridge, on Christiana Road; and

**WHEREAS**, according to industry experts and scientists, the cumulative effect of prolonged exposure to these toxic hazards, merely by virtue of proximity to industrial pollutants, causes higher risks of cancer and greater potential for respiratory illnesses, resulting in a cancer risks in Southbridge which is 19 to 23 percent higher than residents in more affluent communities across New Castle County, and 14 to 18 percent higher in that neighborhood than for Delaware overall; and

**WHEREAS**, in addition to the local ramifications on air quality by Walan Specialty Construction Products, LLC to the residents of Southbridge, the existence of this slag-grinding

facility in South Wilmington will bring New Castle County even closer to failing its current non-attainment of the 2018 8-Hour Ozone Standard and will bring the County closer to failing federal standards for PM2.5 or fine particulate matter; and

**WHEREAS**, each of these concerns is directly applicable to remediations and requirements related to the proposed Environmental Justice Act of 2019 – S. 2236 of the 116<sup>th</sup> Congress, sponsored by Senator Cory Booker (D-NJ), which is currently in the Senate Environment and Public Works Committee. The Environmental Justice Act of 2019 strengthens 2 previous federal Acts 1) the National Environmental Policy Act of 1970 42 U.S. C. 4321-4347 and 2) the Presidential Executive Order 12898 in 1994 that created the Interagency Working Group on Environmental Justice; and additionally requires the inclusion of cumulative impacts and persistent violations in federal-or state-permitting decision-making under the Clean Water Act and the Clean Air Act; and

**WHEREAS**, the Booker Environmental Justice Act of 2019 strengthens protections for communities vulnerable to environmental injustices, such as the historic and still-ongoing abuse being sustained by residents in Southbridge, Wilmington, and provides communities such as Southbridge the ability to hold corporations and government accountable.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON** that the Delaware Department of Natural Resources and Environmental Control should incorporate into its air quality construction permitting process Cumulative Impact risks and impact when determining whether a permit should be granted to a corporation/business that will add toxins in the air and/or other forms of pollution into a neighborhood, and that lacks a widely used operational Dust Control Plan as a component in

the corporation/business application, particularly when the location cited for the placement is located within a known Environmental Justice neighborhood or community; and

**BE IT FURTHER RESOLVED** that this legislative body strongly disagrees with the lack of weight that was given to the concerns of Southbridge's citizens and community groups, given Southbridge's history and current status as an Environmental Justice Area, due to ongoing conditions of contamination to its environment, especially considering that individuals, resident groups, and elected officials representing Southbridge have also soundly opposed this project. Wilmington City Council values all principles of our Democracy and acknowledges the resounding and collective voice of the 1,200 residents of Southbridge who are not satisfied with the responses by Walan Specialty Construction Products, LLC or DNREC to their concerns regarding the slag- grinding, drying, and processing facility that is to be located in the Southbridge neighborhood.

Passed by City Council,

Attest: \_\_\_\_\_  
City Clerk

**SYNOPSIS:** The purpose of this Resolution is to strongly oppose the DNREC assertion that Walan Specialty Control Products, LLC has adequately answered the concerns of residents of Southbridge, Wilmington regarding their proposed new industrial production location where, because of its proximity to the residential community, the company will increase cancer risks and respiratory illness risks due to toxic emissions. City Council asserts that such industrial production in low-income communities such as Southbridge is demonstrative of the necessity of the proposed Environmental Justice Act of 2019 – S. 2236 of the 116<sup>th</sup> Congress, which empowers residents who have been historically ignored on matters affecting their health as related to industrial production in their community, thereby placing increased accountability on federal and local decision-making government agencies to include the study of Cumulative Impacts and persistent violations in federal or state-permitting decision-making, to be mandated under the Clean Water Act and the Clean Air Act, when companies apply for permits to locate in previously designated EJ neighborhoods.