

**REGULAR MEETING OF WILMINGTON CITY COUNCIL
JANUARY 16, 2020 @ 6:30 P.M. – REVISED***

**Council Chambers
Louis L. Redding City/County Building
800 N. French Street - Wilmington, DE 19801
www.WilmingtonDe.gov or 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**

All Council Recognize Howard High School Football Division II State Champions

VI. Legislative Business

OLIVER

#4758 An Ordinance to Amend Chapter 5 of the City Code by Amending Section 5-36 Thereof to Authorize a Moratorium on the Issuance of New Business Licenses to Liquor Stores Seeking to Operate in the Third Councilmanic District **(1st & 2nd Reading)**

Synopsis: *This Ordinance is being presented by City Council for Council's review and approval. This Ordinance amends Chapter 5 of the City Code by adding Section 5-36(d) to enact a 120-day moratorium on the issuance of new business licenses to package stores seeking to operate in the 3rd Council district. The purpose of this moratorium is to allow sufficient time for City Council to research whether the 3rd District is oversaturated with alcohol retailers.*

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

#4759 An Ordinance to Adopt the Major Subdivision known as "South Road Connector" and Accept the Dedication of an Unnamed City Street Between the South Walnut Street Access Road and Garasches Lane to be Added to the Official City Map **(1st & 2nd Reading)**

Synopsis: *This Ordinance is being presented by the Administration for Council's review and approval. This Ordinance approves the South Road Connector Major Subdivision and accepts the dedication of an unnamed street connecting the southern side of Garasches Lane to the South Walnut Access Road.*

TURNER

Rev. 1

#4667 Sub. 1 Ord. 19-030 Authorize an Energy Performance Contract for LED Street Lighting Between the City of Wilmington and Seiberlich Trane Energy Services **(3rd & Final 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 twenty-year energy performance contract (the "Contract") for upgrading the City's existing street lights to a new, smart technology LED street light system beginning on July 1, 2019 at an estimated total price of Two Million, Two Hundred Ninety-Four Thousand, Eight Hundred Eighty-Three Dollars (\$2,294,883). The Contract will enable the City to realize a long-term energy efficiency by reducing the energy consumption of the City's street lighting system by an estimated seventy percent (70%). The Contract will also create an estimated yearly cost savings to the City of One Hundred Fifty-Four Thousand Thirty-Eight Dollars (\$154,038) and an overall cost savings to the City of between Three Million Dollars (\$3,000,000) and Four Million Dollars (\$4,000,000).*

JOHNSON

Rev. 1

#4747 Sub. 1 Ord. 19-054 Amend Chapter 36 to Repeal Begging and Panhandling Provisions from the Wilmington City Code **(3rd & Final Reading)**

Synopsis: *This Substitute Ordinance is being presented by City Council for Council's review and approval. This Substitute Ordinance amends Chapter 36 of the Wilmington City Code by deleting Section 36-68(b)(3) relating to the crime of loitering for the purpose of begging and Sections 36-221 through and including Section 36-227 relating to the regulation of panhandling. It also reduces the fines that may be imposed for violations of the remaining provisions of Section 36-68 related to loitering.*

FREEL

#4754 Ord. 19-055 Authorize a Multi-Year Amendment of Contract 15055DFPS (Parking Citation Processing and Collection Services) Between the City of Wilmington and Conduent State and Local Solutions, Inc. **(3rd & Final 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 multi-year*

amendment (the “Amendment”) to Contract 15055DFPS for parking citation processing and collection services with Conduent State and Local Solutions, Inc. (the “Contract”), which: (1) adds certain goods and services to the Contract, including an online citation appeals portal, replacement of all handheld devices with upgraded devices and GPS technology, and full collection services; (2) extends the Contract for 2 years and 2 months commencing on the date of execution of the Amendment at an estimated price of \$100,206.00 per month (which will increase by 2 ½ percent every 12 months after execution of the Amendment) plus 30% of net revenue from collection efforts; and (3) provides for 2 additional extensions of 1 year thereafter at the same price.

GUY

#4760

An Ordinance Authorizing the Issuance of the City’s General Obligation Bonds, In One or More Series on a Tax-Exempt and/or Taxable Basis, In Order to Provide the Funds Necessary to Refund Certain Outstanding General Obligation Bonds of the City; Providing for the Sale of the Bonds; and Authorizing Other Necessary Action **(1st & 2nd Reading)**

Synopsis:

This Ordinance is being presented by the City Treasurer for City Council’s consideration and approval and authorize the issuance of up to \$50,000,000 aggregate principal amount of the City’s General Obligation Bonds in order to finance certain outstanding debt of the City for possible, present value savings up to \$7,000,000.

#4761

A Resolution Authorizing a Grant to Christina Cultural Arts Center

Synopsis:

This Resolution is being presented by City Council Member Samuel L. Guy for Council’s review and approval. As stated in Section 2-369 of the City Code, City Council authorization is required for Council member Samuel L. Guy to award a \$1,000 grant to the Christina Cultural Arts Center, Incorporated, from his portion of City Council’s Discretionary Fund. In order to provide this grant, this Resolution must be passed by City Council.

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

**Note: Revised sponsorship on agenda #4759*

**AN ORDINANCE TO ENACT A TEMPORARY MORATORIUM ON THE
ISSUANCE OF NEW BUSINESS LICENSES TO LIQUOR STORES SEEKING
TO OPERATE IN THE THIRD COUNCILMANIC DISTRICT**

#4758

Sponsor:

**Council
Member
Oliver**

Co-Sponsor:

**Council
President
Shabazz**

WHEREAS, the Wilmington City Council (“Council”) has an interest in the health and safety of the residents of Wilmington (the “City”); and

WHEREAS, it is well-established, and recognized by this Council, that the overconsumption of alcoholic beverages can cause adverse health effects; and

WHEREAS, residents of the Third Councilmanic District (the “Third District”) have expressed concern with the number of liquor stores within the Third District and have objected to the addition of any new liquor stores in the Third District; and

WHEREAS, with the increasing number of liquor stores operating within the Third District, Council deems it necessary and appropriate to place a temporary 120-day moratorium on the issuance of new business licenses to package stores which sell alcoholic beverages, such as spirits, wine, and beer, in the Third District to allow time for Council to determine whether the Third District is oversaturated with alcohol retailers and to research the relationship between the accessibility and/or location of liquor stores and the overconsumption of alcoholic beverages; and

WHEREAS, the data collected during the temporary moratorium will assist Council in examining the prevalence of the oversaturation of liquor stores in the Third District and Citywide, and in determining the appropriate next steps to improve the health, safety, and quality of life of City residents.

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

SECTION 1. Temporary Moratorium Established. A temporary moratorium is hereby established on the issuance of any new business licenses to package stores which sell alcoholic beverages, such as spirits, wine, and beer, within the geographical boundaries of the Third Councilmanic District as those boundaries exist on January 1, 2020. This moratorium shall only apply to new businesses that do not have a current business license to operate as a package store to sell alcoholic beverages, such as spirits, wine, and beer, within the geographical boundaries of the Third Councilmanic District as of the date that the Mayor signs this Ordinance.

SECTION 2. Effective Period of Temporary Moratorium. The temporary moratorium set forth in Section 1 shall become effective on the date that the Mayor signs this Ordinance, and shall remain in effect for 120 days from that date.

SECTION 3. Effective Date. This Ordinance shall become effective upon its passage by City Council and approval by the Mayor.

First Reading..... January 16, 2020
Second Reading..... January 16, 2020
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2020.

Mayor

SYNOPSIS: This Ordinance enacts a temporary 120-day moratorium on the issuance of new business licenses to package stores selling alcoholic beverages, such as spirits, wine, and beer, within the geographical boundaries of the Third Councilmanic District. The purpose of this temporary moratorium is to allow sufficient time for City Council to research whether the Third Councilmanic District is oversaturated with alcohol retailers.

AN ORDINANCE TO APPROVE AND ADOPT THE MAJOR SUBDIVISION PLAN KNOWN AS "SOUTH ROAD CONNECTOR" AND ACCEPT DEDICATION OF AN UNNAMED CITY STREET BETWEEN THE SOUTH WALNUT STREET ACCESS ROAD AND GARASHES LANE TO BE ADDED TO THE OFFICIAL CITY MAP

#4759

Sponsor:

**Council
President
Shabazz**

WHEREAS, the City of Wilmington is authorized to establish and revise plans of streets and alleys by the provisions of Sections 1-101, 2-306, and 5-400 of the City Charter, such actions to be done in accordance with applicable provisions of State law and Section 42-11 of the City Code; and

WHEREAS, the Riverfront Development Corporation (the "Applicant") has requested that: (1) the City approve and adopt the Major Subdivision Plan known as the "South Road Connector," attached hereto as Exhibit "A" (the "Plan") and made a part of this Ordinance by reference; (2) the City accept the dedication by the Applicant to the City of a new public right-of-way comprising Tax Parcel No. 5 as depicted on the Plan and color coded in lavender for clarity, said right-of-way to connect Garashes Lane on its south side with the South Walnut Street Access Road at the City/County border created by City Line Ordinance 13-18 and County Line Ordinance 18-78; and (3) the unnamed street be added to the Official City Map; and

WHEREAS, the Applicant holds title to the street bed beneath the right-of-way depicted as Tax Parcel No. 5 on the Plan, and by the filing of the Plan dedicates that parcel as the right-of-way for public use under the ownership of the City; and

WHEREAS, there are no findings to suggest that acceptance of the proposed right-of-way would be detrimental to the surrounding properties, the general public, or public safety; and

WHEREAS, the new city street would be located as depicted on the Plan, and once the new street is built to all City standards and all requirements of the Department of Public Works, it will be conveyed to the City; and

WHEREAS, the City Planning Commission has adopted Planning Commission Resolution 16-19, which, among other things, recommended approval of the Applicant's request; and

WHEREAS, the City Council deems it necessary and appropriate to approve the Applicant's Plan, to accept the unnamed street, and to add it to the Official City Map.

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

SECTION 1. The Major Subdivision Plan known as the "South Road Connector" is hereby approved as depicted on Exhibit "A" attached hereto.

SECTION 2. The acceptance of the Applicant's dedication of the new public right-of-way depicted as Tax Parcel No. 5, which is illustrated as the lavender color coded section on Exhibit "A" attached hereto, is hereby approved.

SECTION 3. All City departments are hereby authorized to take any and all necessary actions required for the acceptance of the dedication of the proposed new public right-of-way and, once those actions are completed, to add it to the Official City Map.

SECTION 4. This Ordinance shall become effective immediately upon its date of passage by the City Council and approval by the Mayor.

First Reading January 16, 2020
Second Reading January 16, 2020
Third Reading

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2020.

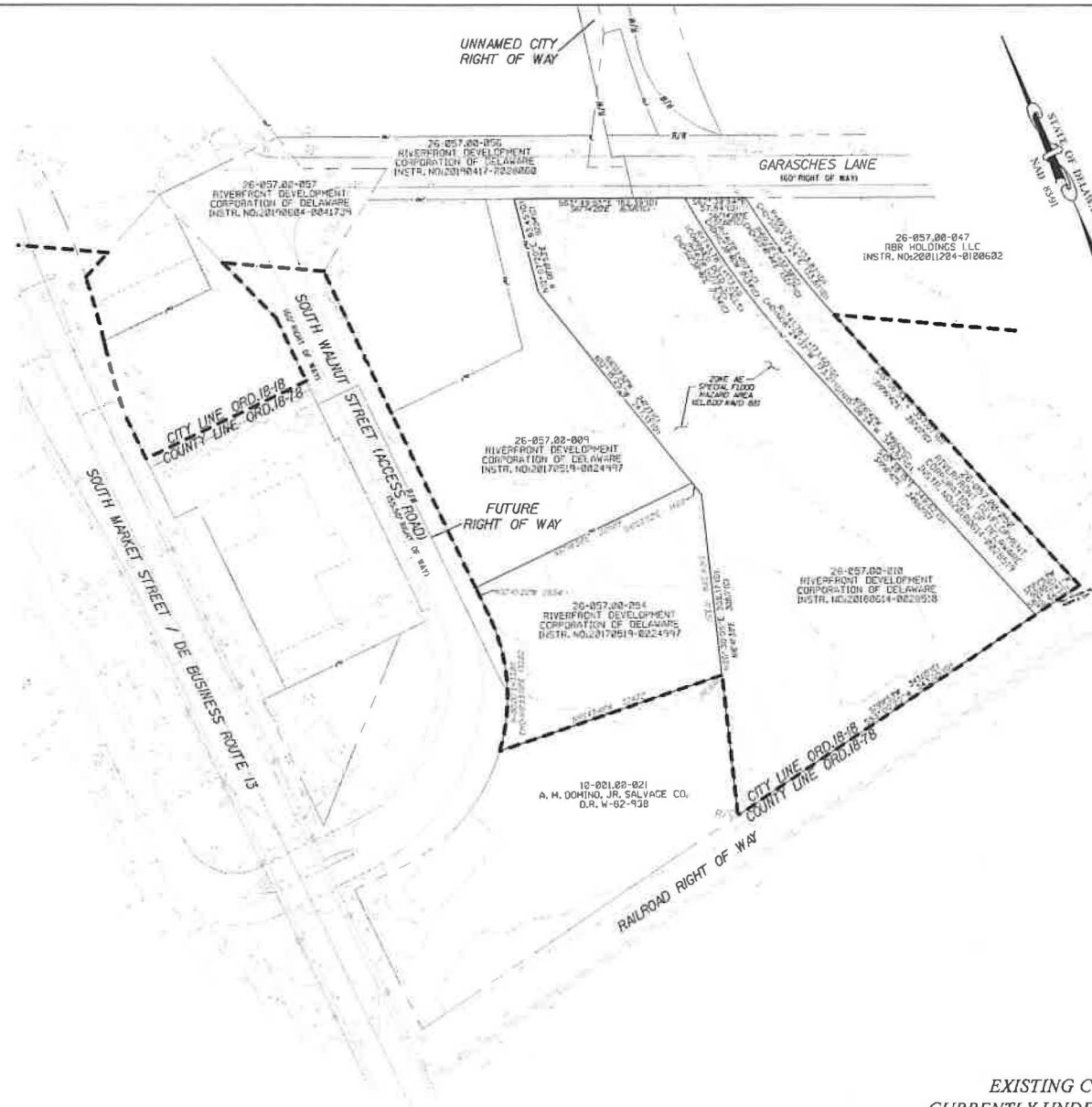
Mayor

SYNOPSIS: This Ordinance approves the Major Subdivision Plan known as the “South Road Connector” and accepts the dedication of an unnamed street connecting the southern side of Garasches Lane to the South Walnut Access Road.

FISCAL IMPACT: This Ordinance has no significant anticipated fiscal impact.

W0109131

EXHIBIT A

**RK&K**

REVISIONS

| REVISIONS | | |
|-----------|------|-------------|
| No. | Date | Description |
| | | |
| | | |
| | | |
| | | |

| | |
|-------------------------|-------------------------|
| PLAN PREPARATION | |
| DRAWN BY: JCF | COMPUTED BY: JCF |
| DESIGN BY: JCF | DATE: NOVEMBER 21, 2019 |
| CHECKED BY: JN | SCALE: T = 50' |

| |
|----------------------------|
| PROJECT NO. 16-135 TK80 |
| SHEET NO. 2 OF 2 |

SUBSTITUTE NO. 1 TO ORDINANCE NO. 19-030

**AN ORDINANCE TO AUTHORIZE AN ENERGY PERFORMANCE
CONTRACT FOR LED STREET LIGHTING BETWEEN THE CITY OF
WILMINGTON AND SEIBERLICH TRANE ENERGY SERVICES**

**Rev. 1
#4667**

Sponsor:

**Council
Member
Turner**

WHEREAS, pursuant to Sections 2-308 and 8-200 of the City Charter, the City of Wilmington is authorized to enter into contracts for the supply of 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 obtain LED street lighting system in order to reduce future capital and operating costs; and

WHEREAS, a LED street lighting system will have better reliability and life expectancy than the City's current street lighting system, will enhance public safety efforts by providing better visibility to police, fire and paramedics, and will reduce outages; and

WHEREAS, the new LED street lighting system will have a smart wireless controls network that will self-report any outages resulting in faster response times for street light maintenance and will be able to expand to incorporate other future smart technologies; and

WHEREAS, the LED street lighting system is a smart wireless network that will be an integral part of making Wilmington a "Smart City"; and

WHEREAS, the new LED street lighting system will provide substantial energy cost savings to the City because it will use approximately seventy percent (70%) less electricity than the City's current street lighting system, and the new LED lights have a ten-year warranty and average life expectancy of twenty (20) years; and

WHEREAS, the Delaware Department of Natural Resources and Environmental Control ("DNREC") will finance through debt servicing the entire capital expense for the City's upgrade to a LED street lighting system; and

WHEREAS, the annual cost savings of upgrading to and utilizing a LED street lighting system will be greater than the debt servicing obligations to DNREC; and

WHEREAS, the City desires to enter into an energy services contract for a LED street lighting system (the "Contract"), in accordance with 29 *Del. C.* §§ 6971-6976, with Seiberlich Trane Energy Services; and

WHEREAS, the term of the Contract is for twenty (20) years from July 1, 2019 to June 30, 2039, at an estimated total price of Two Million, Two Hundred Ninety-Four Thousand, Eight Hundred Eighty-Three Dollars (\$2,294,883.00); and

WHEREAS, the City intends to apply to DNREC for an Efficient Energy Investment Fund Grant in the amount of One Hundred Seventy-Three Thousand, Two Hundred Dollars (\$173,200.00), which, if approved by City Council and received from DNREC, would reduce the total estimated cost of the Contract to Two Million, One Hundred Twenty-One Thousand, Six Hundred Eighty-Three Dollars (\$2,121,683.00); and

WHEREAS, it is the recommendation of the Department of Public Works that the City enter into the Contract.

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

SECTION 1. The Contract between the City and Seiberlich Trane Energy Services, a copy of which, in substantial form, is attached hereto as Exhibit "A", for the period of twenty (20) years commencing on July 1, 2019, at an estimated total price of Two Million, Two Hundred Ninety-Four Thousand, Eight Hundred Eighty-Three Dollars (\$2,294,883.00), is hereby approved, and the City is hereby authorized and directed to execute as many copies of said Contract, as well as all additional undertakings related thereto, as may be necessary.

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

First Reading.....June 6, 2019
Second Reading.....June 6, 2019
Third Reading.....January 16, 2020

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2020.

Mayor

SYNOPSIS: This Ordinance authorizes the City to enter into a twenty-year energy performance contract (the "Contract") for upgrading the City's existing street lights to a new, smart technology LED street light system beginning on July 1, 2019 at an estimated total price of Two Million, Two Hundred Ninety-Four Thousand, Eight Hundred Eighty-Three Dollars (\$2,294,883). The Contract will enable the City to realize a long-term energy efficiency by reducing the energy consumption of the City's street lighting system by an estimated seventy percent (70%). The Contract will also create an estimated yearly cost savings to the City of One Hundred Fifty-Four Thousand Thirty-Eight Dollars (\$154,038) and an overall cost savings to the City of between Three Million Dollars (\$3,000,000) and Four Million Dollars (\$4,000,000).

FISCAL IMPACT: The fiscal impact of this Ordinance is a contract for the period of twenty years from July 1, 2019 through June 30, 2039, at an estimated total price of Two Million, Two Hundred Ninety-Four Thousand, Eight Hundred Eighty-Three Dollars (\$2,294,883). If the City is able to obtain an Efficient Energy Investment Fund Grant from DNREC, the estimated net cost of the Contract would be reduced to Two Million, One Hundred Twenty-One Thousand, Six Hundred Eighty-Three Dollars (\$2,121,683).

W0109106

EXHIBIT A



ENERGY SERVICES AGREEMENT

between

City of Wilmington

and

Seiberlich Trane Energy Services

Dated as of MONTH DATE, YEAR

Draft Agreement No. 1

CITY OF WILMINGTON LED STREET LIGHTING
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Terms and Conditions

This Energy Services Agreement (hereinafter the "Agreement") is made and entered into this ____ day of _____ in the year 20____ by and between Seiberlich Trane Energy Services, a division of John R. Seiberlich Inc., (hereinafter "ESCO") and City of Wilmington (hereinafter "Owner") for the purpose of furnishing services designed to reduce energy consumption and operational costs at the premises and to furnish specified savings validation.

Recitals:

- A. Owner has entered into an Agreement with ESCO dated **MONTH DATE YEAR** (the "Master Agreement") the terms of which are incorporated herein by reference and applicable to ESCO with respect to work within the City of Wilmington, Delaware (the "Property").
- B. Owner wishes to engage ESCO to perform the services hereinafter described, and ESCO wishes to provide services with respect to the Property in accordance with the terms hereof.

Schedules and Exhibits:

This Agreement consists of Schedules A through N, which are attached hereto and incorporated herein by this reference:

| | |
|-------------|--|
| Schedule A: | Scope of Construction Work |
| Schedule B: | Description of Facility |
| Schedule C: | Energy, Rate and Stipulated Operational Savings |
| Schedule D: | Savings Validation Plan Fee |
| Schedule E: | Baseline Energy Consumption |
| Schedule F: | Savings Validation Plan |
| Schedule G: | Construction and Installation Schedule |
| Schedule H: | Systems Start-Up and Commissioning |
| Schedule I: | Standards of Comfort |
| Schedule J: | Schedule of Rental Payments – Intentionally Omitted |
| Schedule K: | Agency Maintenance Responsibilities |
| Schedule L: | Operation and Maintenance Manuals |
| Schedule M: | ESCO's Training Responsibilities |
| Schedule N: | Milestone Schedule |

Now therefore, with the intent to be legally bound hereby and for good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged, the Owner and ESCO agree as follows:

1. ESCO shall provide the services and/or materials as set forth in Schedule A (the "Scope of Construction Work") in exchange for the consideration set forth in Schedule N (the "Milestone Schedule").

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2. ESCO's work shall be completed in a satisfactory and thorough manner in accordance with Schedule A.
3. ESCO shall be solely responsible for providing all reasonable and necessary tools, machines, and equipment to complete the work as set forth in this Agreement and subsequent Schedules, including but not limited to, necessary materials, licenses, labor, power, light transportation, and safety equipment. The Scope of Construction Work shall be performed in accordance with all applicable laws, regulations and codes that govern the work under this Agreement.
4. ESCO shall submit to the Owner written requisitions for payment on AIA Document G702 and G703 showing the value of the work performed to date, from which an amount of 10% shall be deducted for retainage. Upon approval from the Owner, payment will be made to the ESCO within thirty (30) days of invoice date. Retainage invoicing will be accepted thirty (30) days after the Construction Unit has been commissioned, tested, and accepted by both Owner and ESCO.
5. ESCO shall keep in force insurance of the following type and minimum coverage during the term of this Agreement:
- Commercial General Liability
\$2,000,000 Products/Completed Operations Aggregate
\$2,000,000 General Aggregate
\$1,000,000 Any One Occurrence (Coverage A)
\$1,000,000 Any One Person or Organization (Coverage B)
- Umbrella Liability
\$5,000,000 Products/Completed Operations Aggregate
\$5,000,000 General Aggregate
\$5,000,000 Any One Occurrence (Coverage A)
\$5,000,000 Any One Person or Organization (Coverage B)
- Automobile Liability (Comprehensive Coverage)
\$1,000,000 Combined Single Limit
- Employer's Liability (Worker's Compensation
- Coverage B)
\$1,000,000 Each Accident
\$1,000,000 Each Employee For Injury By Disease
\$1,000,000 Aggregate For Injury By Disease
- Owner shall be named as an additional insured on these policies on a primary and non-contributory basis. If requested by the Owner, the ESCO agrees to furnish acceptable performance and labor and material payment bonds.
6. ESCO agrees to save harmless the Owner and fully indemnify the Owner from any liability or suit for bodily injury (including death) or property damage arising from any act, omission, or negligence of the ESCO, including all costs attached to same. The ESCO further agrees to the extent it has been paid, to hold the Owner harmless from any and all liens and all claims of persons furnishing materials and/or labor in connection with this Agreement.
7. No extra work or changes under this Agreement will be recognized or paid unless agreed to in writing before the Scope of Construction Work is done or the changes made, in which case the changes shall be specified in detail, including the extra work or changes to be made, together with the price to be paid or the amount to be deducted, as the case may be. It is specifically agreed that no changes will be permitted from the Agreement without the written consent of the Owner.
8. All payments made to ESCO by Owner under this Agreement shall constitute a trust fund in the hands of ESCO for the benefit of all persons, firms or corporations having performed work or labor, supplied services, or supplied materials for ESCO in connection with its obligation under this Agreement, and no such payment or any part thereof shall be diverted to or used by ESCO for any other purpose until all such claims have been fully paid.
- In the event that ESCO shall fail to pay promptly

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any amounts due any of its subcontractors, material men, employees, or others, or in event of the existence of any claim against ESCO or any of its subcontractors which has given or could give rise to a lien against the Property or against money or monies or any part thereof due the ESCO from Owner, Owner may pay the same and ESCO shall thereafter forthwith pay to Owner the amount so paid by Owner, or Owner may at its option retain, out of any monies then due or thereafter to become due to ESCO, an amount sufficient, in the opinion of Owner, to satisfy the said claim or lien, and if the amount payable to ESCO shall be insufficient to satisfy the said claim or lien then ESCO shall pay the deficiency to Owner.

9. Should the ESCO at any time refuse or neglect to supply sufficient workmen, or materials or proper quality or sufficient quantity, or become insolvent (either in the equity sense or the bankruptcy sense), make any assignment for the benefit of creditors, file or have filed against him any federal or state bankruptcy or receivership action, have any attachment or levy against or upon the person or property of the ESCO or upon funds due or to become due the ESCO from the Owner, or refuse to follow the Agreement, or otherwise be in breach of this Agreement, the Owner shall have the right, after fifteen (15) days written notice to the ESCO, or to anyone representing the ESCO in the performance of the Scope of Construction Work, to terminate this Agreement in whole or in part. In the event of a termination, the Owner may use any materials of ESCO as remain on the job or the Owner may direct the ESCO to remove said materials promptly, in which event, the Owner may elect to provide necessary materials, labor, etc. to complete the Agreement in whole or part and charge the cost thereof to the ESCO, crediting or debiting its account as the case may be when the Scope of Construction Work under this Agreement is fully completed and accepted. The ESCO expressly agrees to accept and to abide by the above clause in this connection, but nothing herein shall affect the right of Owner to recover damages from the ESCO for delay, mal-performance, or non-performance of this Agreement.

ESCO, when requested by Owner, shall supply a complete list of all suppliers, who are furnishing materials, and persons performing or furnishing labor to ESCO, as the work progresses. In the event the ESCO fails or refuses to supply a complete list of all suppliers and persons performing or furnishing labor and/or fails or refuses to submit to the Owner evidence of payment to such suppliers and persons performing or furnishing labor to ESCO, Owner shall have the option to withhold all monies otherwise due the ESCO until the information and documentation requested by the Owner is furnished by the ESCO.

10. On a daily basis, ESCO shall clean and remove from the jobsite and premises any debris caused by the performance of the Scope of Construction Work and unless otherwise expressly provided herein, upon completion of the Scope of Construction Work, shall clean, wash, remove protective coatings, etc., and shall leave the Property in a clean and acceptable condition. Should ESCO fail to perform such clean-up or fail to accomplish any corrective work required by Owner to ESCO's work to the satisfaction of the Owner, Owner shall provide such clean-up services and such corrective work on behalf of ESCO and ESCO agrees to reimburse Owner for such costs incurred.
11. Neither this Agreement nor the payments to become due thereunder shall be assignable without the consent of Owner and any assignment without such consent in writing shall vest no rights in the assignee against Owner.
12. ESCO guarantees its Scope of Construction Work against all defects in materials and workmanship as required by the Plans and Specifications; or, if no guarantee is specified, then for a period of one (1) year from the date of completion of ESCO's Scope of Construction Work and acceptance thereof by Owner.
13. This agreement constitutes the entire agreement between the Owner and ESCO; any and all prior agreements or understandings are superseded by this Agreement.

The Total Contract Price for the Scope of Construction Work performed under this Agreement, as defined in Schedule N attached hereto, and as generally described below but subject to the specific descriptions and conditions referenced in paragraphs A., B., 1. & 2. of this Agreement:

1. Furnish all material and labor necessary to perform the Scope of Construction Work as defined in Schedule A attached hereto.
2. Owner may elect to issue badges to ESCO personnel.
3. Normal work hours are Monday through Friday 7:00 AM to 4:00 PM.
4. Scope of Construction Work will follow the Owner's annual Holiday schedule for normal work days.
5. ESCO is required to hold regular project meetings. Date and time of meetings will be agreed upon by both Owner and ESCO.
6. Schedule: Time is of the essence for the Scope of Construction Work. Time for completion shall be in accordance with the requirements of this Agreement. ESCO shall be responsible for any acceleration or deceleration, unless responsibility for such acceleration or deceleration is specifically assumed in writing by Owner.
7. ESCO shall protect his work from hazards and shall be responsible for condition of the work until acceptance by Owner.
8. A Job Specific Certificate of Insurance for the ESCO, copy of the ESCO's DE Business, NCC Contractor, and City of Wilmington licenses, as well as, any other applicable license or permit must be received by the ESCO prior to the ESCO's acceptance of any contract billing.
9. Monthly ESCO invoices are due to Owner on or before the 15th of each month.
10. All ESCO deliveries including dumpsters and onsite material storage will be coordinated and approved by Owner and ESCO.
11. All inspections will be scheduled by the ESCO and coordinated through the Owner.
12. Owner will work in good faith to ensure access to work areas is not impeded for the ESCO. If the ESCO is delayed at any time in the progress of work due to the Owner, acts of God, or other causes, changes in cost and/or schedule time may be allowed as deemed reasonable by the Owner.

**CITY OF WILMINGTON LED STREET LIGHTING
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IN WHITNESS WHEREOF, Owner and ESCO by and through their duly authorized representatives have set their hand and seal as of the day and year first above written.

Owner

City of Wilmington

By: _____ (SEAL)

Its: _____

Date: _____

ESCO

Seiberlich Trane Energy Services

By: _____ (SEAL)

Its: _____

Date: _____

CITY OF WILMINGTON LED STREET LIGHTING
SCHEDULE A
SCOPE OF WORK

Schedule A – Scope of Work

The scope of work for this project is to retrofit all the city-owned street lights for the City of Wilmington's Department of Public Works.

The breakdown of the fixture types are as follows:

| TYPE | QUANTITY |
|--------------------|-------------|
| ARLINGTON | 3 |
| COBRA | 41 |
| GRANVILLE | 848 |
| GRANVILLE_DBL | 496 |
| SHOEBOX | 37 |
| SHOEBOX_DBL | 22 |
| TEAR_DROP | 196 |
| TEAR_DROP_DBL | 66 |
| TURN_OF_CENTURY | 21 |
| WALL PACK | 2 |
| GRAND TOTAL | 1732 |

Retrofit or replace all 1,732 fixtures with LED lamps or fixtures. Lighting illumination levels will be based on ANSI/IES RP-8-14 light level standards for roadway lights. Optimum illumination levels will be achieved within reasonable limitations of the existing light pole locations, heights, interferences, and spacing.

- Most of the existing lamps are 150W HPS lamps in decorative pole topper fixtures. For those fixtures, we would be retrofitting the lamp with a 57W LED lamp with an integral 7-pin control receptacle.
- All of the cobra head, wall pack and shoebox fixtures would be replaced in their entirety with an LED fixture selected to meet or exceed existing light levels. All LED fixtures would have an integral 7-pin control receptacle.

Product Selection

- All new lamps/fixtures to be provided with a 10-year parts warranty from the manufacturer
- New lights are DLC-qualified products rated at (minimum) 100,000 hours L70.
- Lighting color options are 3000k, 4000k or 5000k (final color selection to be determined in cooperation with the City).
 - 4000k has been tentatively selected by the project team and is recommended by STES engineering team.

Lighting Controls

This enables centralized features such as scheduling, sub-meters, maintenance notifications, surge protection, trimming/dimming control, and other 'smart city' capabilities from a networked user interface.

- All fixtures would include a 7-pin control receptacle for controls options.
- All fixtures would be provided with a photocontrol for on/off control based upon ambient light levels.
- All fixtures would be provided with a control node for each fixture allowing for on/off control, lighting status and dimming control.

Installation Plan

- Installation assumes a continuous normal 8-hour work day between 7:00 AM – 5:00 PM. Seiberlich Trane will work with the City to adjust schedules if a shorter time window is needed to accommodate traffic.
- Traffic control includes cones and signage at the bucket truck. It is assumed flaggers, road closures, and other traffic control is not needed, and costs for these traffic control measures are not included in this proposal. If additional traffic control measures are needed, Seiberlich Trane will work with the City to achieve whatever traffic measures the City requires or desires.
- Installation electricians are trained and qualified to work in primary/secondary voltage zones.

Testing Plan

Electrical consumption measurements (Watts, Amps, Volts) will be taken on a statistically-significant sample of each type of retrofit lighting. Measurements include before and after retrofitting to verify that actual electrical savings match or exceed anticipated/calculated savings. A report will be provided detailing all such measurements and comparing them to the anticipated/calculated savings.

Warranties

- All workmanship is warranted by a full 1-year parts and labor warranty by STES

Exclusions

- Modification, removal or replacement of existing lighting poles or light arms (on power poles).
- Supply or installation of additional light poles.
- Supply or installation of decorative pole-topper light enclosures.
- Repair or replacement of electrical cabling or equipment supplying the existing lamp.

CITY OF WILMINGTON LED STREET LIGHTING
SCHEDULE B
DESCRIPTION OF PREMISES

Schedule B – Description of Premises

As requested by the Department of Public Works, we looked at replacement of all of the City owned lights in Wilmington. In total, from data gathered from the GIS system and an extensive field audit, we identified 1,732 total fixtures for retrofit or replacement. The breakdown of the fixture types are as follows:

| | |
|--------------------|-------------|
| ARLINGTON | 3 |
| COBRA | 41 |
| GRANVILLE | 848 |
| GRANVILLE_DBL | 496 |
| SHOEBOX | 37 |
| SHOEBOX_DBL | 22 |
| TEAR_DROP | 196 |
| TEAR_DROP_DBL | 66 |
| TURN_OF_CENTURY | 21 |
| WALL PACK | 2 |
| (blank) | |
| Grand Total | 1732 |

All 1732 City-owned fixtures were plotted on a map view, shown below:

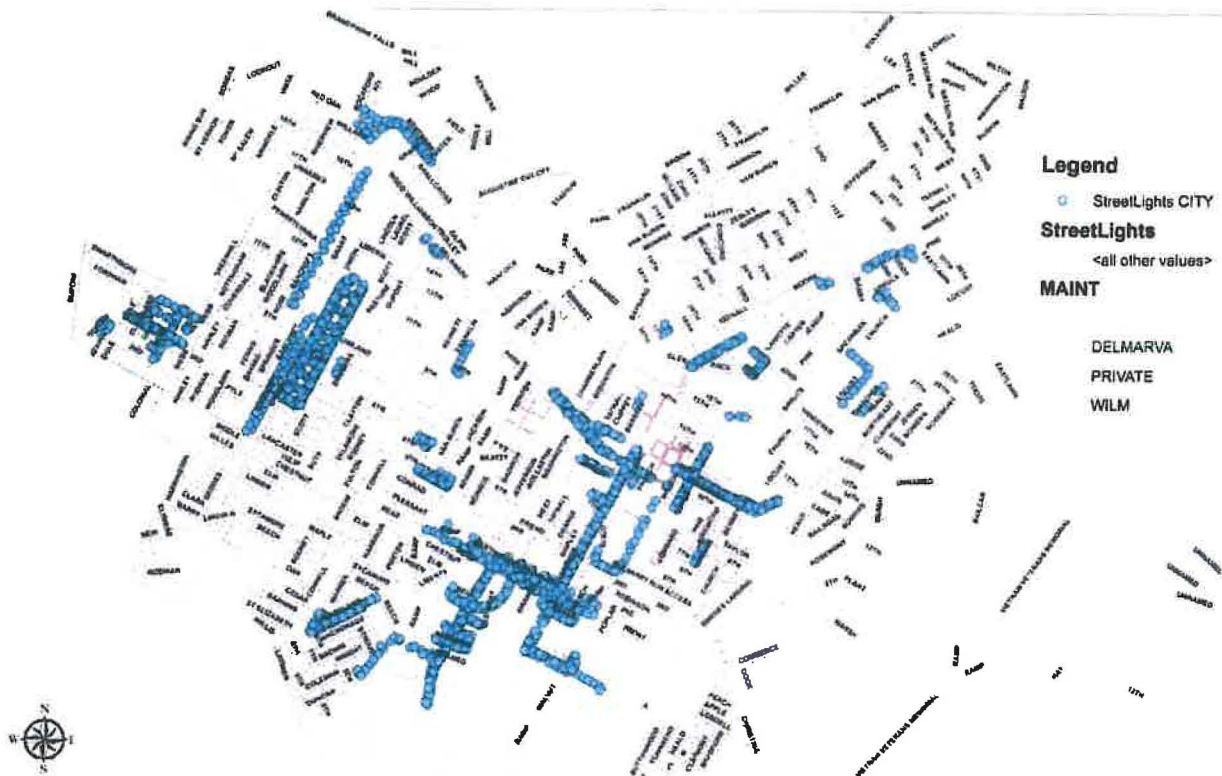


Figure 1 - Map view of city-owned lighting fixtures

CITY OF WILMINGTON LED STREET LIGHTING
SCHEDULE C
ENERGY, RATE AND STIPULATED OPERATIONAL SAVINGS

Schedule C – Energy, Rate, and Stipulated Operational Savings

Energy Savings

STES engineers calculated the electricity savings for this project to be 999,730 kWh per year (compared to the current electricity usage from the 1,732 existing fixtures as 1,445,426 kWh/year). The savings projected are 70% versus the existing energy usage!

Rate Savings

In this section, we will show how we calculated the project's anticipated cost savings. Because these lights are all unmetered street lights on a utility tariff with Delmarva Power, the energy savings and rate savings are decoupled and not necessarily correlated. To determine the applicable tariff rates being paid currently and after the project, the following information sources were confirmed:

1. Delmarva Power Published Utility Tariff (provided in Appendix)
2. Most Recent Utility Bill for City of Wilmington (provided in Appendix)

Using those information sources, our engineers matched up the inventory of street lights audited and included in this scope of work to the tariff structure and the utility bill.

Based on this analysis, the following summary spreadsheet was developed to show total expected savings based on the current published tariff.

| City of Wilmington - LED Streetlight Retrofit - Savings Analysis (Current Tariff Structure) | | | | | | | | | | |
|---|----------|----------|-------------|-----------|-------------|--------------|-----------------|---------------|-------------|--------------|
| Lamp size | Service | | Existing | | | | LED Retrofit | | | |
| | Category | Quantity | Monthly Use | Total Use | Tariff Rate | Monthly Cost | LED Monthly Use | LED Total Use | Tariff Rate | Monthly Cost |
| 4200L 100W | E | 16 | 46 | 736 | \$7.21 | \$115.36 | 19 | 304 | \$2.62 | \$41.92 |
| 5800L 70W | A | 43 | 36 | 1548 | \$9.07 | \$390.01 | 15 | 645 | \$2.62 | \$112.66 |
| 5800L 70W | E | 17 | 36 | 612 | \$1.28 | \$21.76 | 15 | 255 | \$2.62 | \$44.54 |
| 9500L 100W | E | 4 | 49 | 196 | \$8.08 | \$32.32 | 19 | 76 | \$2.62 | \$10.48 |
| 9500L 100W | A | 560 | 49 | 27440 | \$9.57 | \$5,359.20 | 19 | 10640 | \$2.62 | \$1,467.20 |
| 9500L 100W | E | 9 | 49 | 441 | \$6.44 | \$57.96 | 19 | 171 | \$2.62 | \$23.58 |
| 9500L 100W | D | 479 | 49 | 23471 | \$2.55 | \$1,221.45 | 19 | 9101 | \$2.62 | \$1,254.98 |
| 16000L 150W | A | 54 | 69 | 3726 | \$10.60 | \$572.40 | 30 | 1620 | \$2.62 | \$141.48 |
| 16000L 150W | A | 523 | 69 | 36087 | \$2.55 | \$1,333.65 | 30 | 15690 | \$2.62 | \$1,370.26 |
| 50000L 400W | E | 5 | 164 | 820 | \$6.00 | \$30.00 | 76 | 380 | \$2.62 | \$13.10 |
| 34000L 400W | A | 16 | 155 | 2480 | \$18.33 | \$293.28 | 76 | 1216 | \$2.62 | \$41.92 |
| 34000L 400W | A | 2 | 155 | 310 | \$5.70 | \$11.40 | 76 | 152 | \$2.62 | \$5.24 |
| TRAD HP SODIUM | | 15 | | | \$4.10 | \$61.50 | | | \$4.10 | \$61.50 |
| TRN CNT L-STL A | | 340 | | | \$21.33 | \$7,252.20 | | | \$21.33 | \$7,252.20 |
| CON HPSD SHOEBX | | 19 | | | \$4.10 | \$77.90 | | | \$4.10 | \$77.90 |
| HP SOD FL LGT | | 4 | | | \$4.10 | \$16.40 | | | \$4.10 | \$16.40 |
| 25-40'WOOD POLE | | 13 | | | \$7.60 | \$98.80 | | | \$7.60 | \$98.80 |
| 1-24'FBRGL PL | | 12 | | | \$7.35 | \$88.20 | | | \$7.35 | \$88.20 |
| 25-40'FBRGL PL | | 16 | | | \$13.09 | \$209.44 | | | \$13.09 | \$209.44 |
| 25-40'ALPL NBRK | | 1 | | | \$19.63 | \$19.63 | | | \$19.63 | \$19.63 |
| 25-40'METAL PL | | 4 | | | \$7.34 | \$29.36 | | | \$7.34 | \$29.36 |
| | | | 97,867 | | | \$17,292.22 | 40,250 | | | \$12,380.79 |

Figure 2 - LED Street Light Tariff Savings Projected (Current Tariff)

Note that for each fixture, there is a cost paid monthly for the utility tariff (column F in the table above) and a separate, additional cost paid to a 3rd party supply company for the supply charges (not shown in

**CITY OF WILMINGTON LED STREET LIGHTING
SCHEDULE C
ENERGY, RATE AND STIPULATED OPERATIONAL SAVINGS**

the above table). Also note that since these fixtures are unmetered, the supply charges are not based on actual consumption or even rated energy usage of the fixture, rather they are based on the published utility tariff, which projects a monthly consumption value for all fixtures within a given class. These values are shown in the "Monthly Use" and "LED Monthly Use" columns in the table above, and also found in the published Delmarva Utility Tariff.

Based on this cost structure, which was verified in the utility bills provided by the Owner, the following summary table shows the total expected savings based on the current published tariff and supply contracts.

| | |
|--|---------------------|
| Existing Monthly kWh (per tariff) | 97,867 |
| Monthly Supply Charges | \$3,409.80 |
| Energy Cost (\$/kWh) | \$0.0348 |
| LED Monthly Kwh (per tariff) | 40,250 |
| Estimated Supply Charges | \$1,402.36 |
| Monthly Tariff Savings (Lights & Poles) | \$4,911.43 |
| Monthly Electric Supply Savings (est) | \$2,007.44 |
| Total Monthly Utility Cost Savings | \$6,918.87 |
| Total Annual Utility Cost Savings | \$83,026.48 |
| \$/Fixture/Year O&M Savings | \$41.00 |
| Total Annual O&M Cost Savings | \$71,012.00 |
| Total Annual Savings | \$154,038.48 |

Figure 3 - Total Annual Savings Based on Current Utility Tariff Structure

Note that if, as widely expected, Delmarva updates their LED tariff rates to be more consistent with all their other unmetered street lighting rates, both the tariff savings and 3rd party supply savings will increase, as the "LED Monthly Use" value published is considerably higher than the lights are expected to use once installed, meaning the Owner will be overcharged and not reap the full benefits of the project until that time. To help aid the effort of appealing to Delmarva and the Public Service Commission, which oversees the utility rate cases in Delaware, these lights are being installed with integral metering and so hard data can be provided to prove the over-estimation of "LED Monthly Use".

To further aid this effort, the Delaware Sustainable Energy Utility hired a utility rate consultant, Gabel Associates, to review the unmetered street light tariffs in Delaware specifically for LED street lights. In their report "LED Tariff Analysis_UPDATE Study_DSEU_FINAL_04-16-2018" (see Appendix), they recommended in their findings what the LED rates should be. STES plugged those recommended rates into the same chart above and the savings improved significantly:

CITY OF WILMINGTON LED STREET LIGHTING
SCHEDULE C
ENERGY, RATE AND STIPULATED OPERATIONAL SAVINGS

| City of Wilmington - LED Streetlight Retrofit - Savings Analysis (Anticipated Tariff Structure) | | | | | | | | | | |
|---|------------------|----------|-------------|-----------|-------------|--------------|-----------------|---------------|-------------|--------------|
| Lamp size | Service Category | Quantity | Existing | | | | LED Retrofit | | | |
| | | | Monthly Use | Total Use | Tariff Rate | Monthly Cost | LED Monthly Use | LED Total Use | Tariff Rate | Monthly Cost |
| 4200L 100W | E | 16 | 46 | 736 | \$7.21 | \$115.36 | 19 | 304 | \$0.65 | \$10.40 |
| 5800L 70W | A | 43 | 36 | 1548 | \$9.07 | \$390.01 | 15 | 645 | \$0.65 | \$27.95 |
| 5800L 70W | E | 17 | 36 | 612 | \$1.28 | \$21.76 | 15 | 255 | \$0.65 | \$11.05 |
| 9500L 100W | E | 4 | 49 | 196 | \$8.08 | \$32.32 | 19 | 76 | \$0.65 | \$2.80 |
| 9500L 100W | A | 560 | 49 | 27440 | \$9.57 | \$5,359.20 | 19 | 10640 | \$0.65 | \$364.00 |
| 9500L 100W | E | 9 | 49 | 441 | \$6.44 | \$57.96 | 19 | 171 | \$0.65 | \$5.85 |
| 9500L 100W | D | 479 | 49 | 23471 | \$2.55 | \$1,221.45 | 19 | 9101 | \$0.65 | \$311.95 |
| 16000L 150W | A | 54 | 69 | 3726 | \$10.60 | \$572.40 | 30 | 1620 | \$0.65 | \$35.10 |
| 16000L 150W | A | 523 | 69 | 36087 | \$2.55 | \$1,333.65 | 30 | 15690 | \$0.65 | \$339.95 |
| 50000L 400W | E | 5 | 164 | 820 | \$6.00 | \$30.00 | 76 | 380 | \$0.65 | \$3.25 |
| 34000L 400W | A | 16 | 155 | 2480 | \$18.33 | \$293.28 | 76 | 1216 | \$0.65 | \$10.40 |
| 34000L 400W | A | 2 | 155 | 310 | \$6.70 | \$11.40 | 76 | 152 | \$0.65 | \$1.30 |
| TRAD HP SODIUM | | 15 | | | \$4.10 | \$61.50 | | | \$4.10 | \$61.50 |
| TRN CNT L-STL A | | 340 | | | \$21.33 | \$7,252.20 | | | \$21.33 | \$7,252.20 |
| CON HP SD SHOEBX | | 19 | | | \$4.10 | \$77.90 | | | \$4.10 | \$77.90 |
| HP SOD FL LGT | | 4 | | | \$4.10 | \$16.40 | | | \$4.10 | \$16.40 |
| 25-40' WOOD POLE | | 13 | | | \$7.60 | \$98.80 | | | \$7.60 | \$98.80 |
| 1-24' FB RGL PL | | 12 | | | \$7.35 | \$88.20 | | | \$7.35 | \$88.20 |
| 25-40' FB RGL PL | | 16 | | | \$13.09 | \$209.44 | | | \$13.09 | \$209.44 |
| 25-40' AL PL NBRK | | 1 | | | \$19.63 | \$19.63 | | | \$19.63 | \$19.63 |
| 25-40' METAL PL | | 4 | | | \$7.34 | \$29.36 | | | \$7.34 | \$29.36 |
| | | | 97,867 | | | \$17,292.22 | 40,250 | | | \$8,976.63 |

Figure 4 - LED Street Light Tariff Savings Projected (Anticipated Tariff)

| | |
|---|--------------|
| Existing Monthly kWh (per tariff) | 97,867 |
| Monthly Supply Charges | \$3,409.80 |
| Energy Cost (\$/kWh) | \$0.0348 |
| LED Monthly kWh (per tariff) | 40,250 |
| Estimated Supply Charges | \$1,402.36 |
| Monthly Tariff Savings (Lights & Poles) | \$8,315.59 |
| Monthly Electric Supply Savings (est) | \$2,007.44 |
| Total Monthly Utility Cost Savings | \$10,323.03 |
| Total Annual Utility Cost Savings | \$123,876.40 |
| \$/Fixture/Year O&M Savings | \$41.00 |
| Total Annual O&M Cost Savings | \$71,012.00 |
| Total Annual Savings | \$194,888.40 |

Figure 5 - Total Annual Savings Based on Anticipated Utility Tariff Structure

Stipulated Operational Savings

LED conversions vastly reduce streetlight maintenance costs. LEDs last twenty years (or more), whereas their legacy counterparts require bulb replacements every two to five years.

Lifetime O&M savings is calculated based on the knowledge that if not for this project, the Owner would have continued their current practice of replacing lamps and ballasts and fixtures as they failed.

Annual Maintenance Savings was calculated by assuming a 4-year cycle of existing fixture spot relamping, cleaning, changing igniters, ballasts, photocells, etc. vs. LED 10-year cleaning cycle and occasional photocell and driver replacements). Our engineers arrived at a value of \$41 per-fixture-per-year for Annual Maintenance Savings.

**CITY OF WILMINGTON LED STREET LIGHTING
SCHEDULE C
ENERGY, RATE AND STIPULATED OPERATIONAL SAVINGS**

According to the United States Department of Energy, useful life (or rated life) is "often described by the number of operating hours until the LED luminaire is emitting **70 percent** of its initial light output." It is through this definition that we find the L70 rating.

The tested L70 rating on the fixtures proposed in this project were 293,000 hours according to factory test data provided to us. Assuming an annual run time of 4,100 hours, which is commonly accepted for outdoor street lights, this equates to 71 years before the lights would run at 70% of their rated output!!! It would be unwise to accept a 71 year life cycle for any product, but its clear that assuming a 20 year useful life for these fixtures is a very realistic assumption, and is what we used in our O&M savings calculations. Such test results are not uncommon today, as LED fixture product development continues to produce fixtures with amazing efficiencies and life cycle test data.

TM-21 Inputs

Instructions

Yellow fields are completed by the user. Fields not used should be left blank. Cyan fields are calculated based on user entries.

First, enter a description of the LED light source tested. Then complete the fields labeled "LM-80 Testing Details". Test duration must be at least 6,000 hours. If only one case temperature data set is to be used (no interpolation), complete only "Tested case temperature 1". For only two case temperature data sets, complete 1 and 2.

Next, further to the right, in the corresponding box(es) for each tested case temperature, enter the test data along with the time (in hours) at which each measurement was taken. Data entered must be normalized then averaged measured data (per TM-21 sections 5.2.1 and 5.2.2).

Enter drive current, in-situ temperature data and the percentage of initial lumens to project to in the fields labeled "In-Situ Inputs".

Results can be entered to estimate lumen maintenance at a specific time by entering a value (t) in the yellow field.

A complete TM-21 report will appear on the next tab labeled "Report".

LM-80 Test Inputs

Designation of LED Light Source Tested (manufacturer, model, catalog number)

CLG-120W

LM-80 Testing Details

| | |
|---|------|
| Total number of units tested per case temperature | 10 |
| Number of failures | 0 |
| Number of units measured | 10 |
| Test duration (hours) | 9000 |
| Tested drive current (mA) | 3000 |
| Tested case temperature 1 (T ₁ , °C) | 85 |
| Tested case temperature 2 (T ₂ , °C) | 105 |
| Tested case temperature 3 (T ₃ , °C) | |

In-Situ Inputs

| | |
|--|-----|
| Drive current for each LED package/array/module (mA) | 360 |
| In-situ case temperature (T _i , °C) | 40 |
| Percentage of initial lumens to project to (e.g. for L ₇₀ , enter 70) | 70 |

Results

| | |
|---|---------|
| Time (t) at which to estimate lumen maintenance (hours) | 292,500 |
| Lumen maintenance at time (t) (%) | 96.41% |
| Calculated L70 (hours) | 293,000 |
| Reported L70 (hours) | 293,000 |

As of note, DEMEC in 2016 did a small LED retrofit project for five Delaware municipalities and in their M&V savings report, they used a similar \$40 per-fixture-per-year amount of projected O&M savings based primarily on the significant reduction in replacement/repair frequency required, which for outdoor street lights can be significant.

The \$41 per-fixture-per-year assumption also does not factor in any savings to the Owner of the wages or truck costs of the employees who drive around the city daily looking for outages. The lighting controls system being installed as part of this project will automatically report on outages and save considerable time and frustration. The economic value of this has not yet been calculated since the more tangible energy, tariff, and O&M savings already cover the annual debt service for the project.

CITY OF WILMINGTON LED STREET LIGHTING
SCHEDULE C
ENERGY, RATE AND STIPULATED OPERATIONAL SAVINGS

Evaluation of Additional Societal Benefits

Additional benefits associated with the LED lighting project include greenhouse gas avoidance. A greenhouse gas (GHG) is any gas in the atmosphere that absorbs and emits radiation within the thermal infrared range. This process is the fundamental cause of the greenhouse effect. The primary greenhouse gases in Earth's atmosphere are water vapor, carbon dioxide, methane, nitrous oxide, and ozone.

Human activities since the beginning of the Industrial Revolution (taken as the year 1750) have produced a 40% increase in the atmospheric concentration of carbon dioxide, from 280 ppm in 1750 to 406 ppm in early 2017.

The calculated annual CO₂ emissions avoided as a result of this project are measured at 705.36 metric tons. This is calculated by converting the reductions of electrical reductions (kWh) into avoided units of CO₂ by using the EPA greenhouse gas equivalency calculator. Similarly, the sum of the greenhouse gas emissions saved can also be reviewed as a Carbon Dioxide Equivalent (CO₂e) of the following GHG emissions:

- 159 passenger vehicles driven for one year or 1,823,569 miles driven, or
- 112 homes' electricity use for one year, or
- 259 tons recycled instead of landfilled.

Greenhouse gas emissions from



CO₂ emissions from

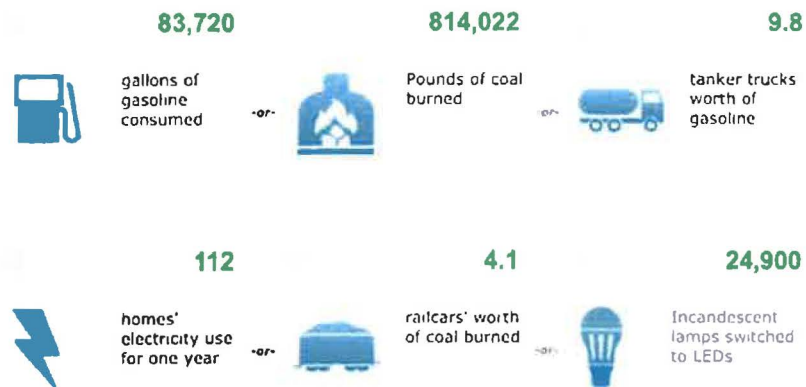


Figure 6 - US EPA Website Carbon Equivalency Calculator

CITY OF WILMINGTON LED STREET LIGHTING
SCHEDULE D
SAVINGS VALIDATION PLAN FEE

Schedule D – Savings Validation Plan Fee

In general, determining actual savings achieved can be difficult and costly. Verifying savings requires confirming that:

- The baseline conditions were accurately defined
- The proper equipment/systems were installed and properly commissioned
- The equipment/systems are performing to specification

Although confirming these items may appear simple, a structured approach is helpful. The Savings Validation Plan Scope of Services is set forth in Schedule F.

The following represents the annual payments to be made to ESCO for the Savings Validation Plan Services to be provided in accordance with the scope of services set forth in Schedule F.

| Annual Savings Validation Plan Fee Payments | | |
|---|----------------------------------|---------------|
| Due | Tag | Amount |
| Years 1 through 20 | Savings Validation Plan Services | \$ TBD / year |
| Total | | Pending |

Annual Monitoring and Reporting Payments are NOT included in the total project price laid out in Schedule N. They are paid for separately on an annual basis by Owner to ESCO.

CITY OF WILMINGTON LED STREET LIGHTING
SCHEDULE E
BASELINE ENERGY CONSUMPTION

Schedule E – Baseline Energy Consumption

STES engineers calculated the total energy consumption for the 1,732 existing fixtures as 1,445,426 kWh/year.

Based on the Street Lighting Tariff (see Appendix for more details) that the City of Wilmington pays for these lights, the following summarizes the monthly cost as \$17,292.22 for these 1,732 fixtures. This equates to an existing utilities expense of \$207,506.64 per year. ***This excludes the considerable operations and maintenance costs to the City's Department of Public Works for maintaining and servicing the equipment.***

| Lamp size | Service Category | Quantity | Existing | | | |
|------------------|------------------|----------|-------------|-----------|-------------|--------------|
| | | | Monthly Use | Total Use | Tariff Rate | Monthly Cost |
| 4200L 100W | E | 16 | 46 | 736 | \$7.21 | \$115.36 |
| 5800L 70W | A | 43 | 36 | 1548 | \$9.07 | \$390.01 |
| 5800L 70W | E | 17 | 36 | 612 | \$1.28 | \$21.76 |
| 9500L 100W | E | 4 | 49 | 196 | \$8.08 | \$32.32 |
| 9500L 100W | A | 560 | 49 | 27440 | \$9.57 | \$5,359.20 |
| 9500L 100W | E | 9 | 49 | 441 | \$6.44 | \$57.96 |
| 9500L 100W | D | 479 | 49 | 23471 | \$2.55 | \$1,221.45 |
| 16000L 150W | A | 54 | 69 | 3726 | \$10.60 | \$572.40 |
| 16000L 150W | A | 523 | 69 | 36087 | \$2.55 | \$1,333.65 |
| 50000L 400W | E | 5 | 164 | 820 | \$6.00 | \$30.00 |
| 34000L 400W | A | 16 | 155 | 2480 | \$18.33 | \$293.28 |
| 34000L 400W | A | 2 | 155 | 310 | \$5.70 | \$11.40 |
| TRAD HP SODIUM | | 15 | | | \$4.10 | \$61.50 |
| TRN CNT L-STL A | | 340 | | | \$21.33 | \$7,252.20 |
| CON HPSD SHOEBX | | 19 | | | \$4.10 | \$77.90 |
| HP SOD FL LGT | | 4 | | | \$4.10 | \$16.40 |
| 25-40' WOOD POLE | | 13 | | | \$7.60 | \$98.80 |
| 1-24' FBRGL PL | | 12 | | | \$7.35 | \$88.20 |
| 25-40' FBRGL PL | | 16 | | | \$13.09 | \$209.44 |
| 25-40' ALPL NBRK | | 1 | | | \$19.63 | \$19.63 |
| 25-40' METAL PL | | 4 | | | \$7.34 | \$29.36 |
| | | | 97,867 | | \$17,292.22 | |

CITY OF WILMINGTON LED STREET LIGHTING
SCHEDULE F
SAVINGS VALIDATION PLAN

Schedule F – Savings Validation Plan

M&V Basic Information

- Guarantee term: 20 years
- Buildings/sites: Wilmington, DE

Scheduling and Reporting for Measurement and Verification Activities

Measurement and Verification (M&V) will be performed by ESCO to ensure long-term recognition of expected utility usage savings. Below is a detailed description of what is included as a part of the M&V agreement.

Utility Bill Collection

Each month Owner will collect the utility bills for the Property and will forward such bills to ESCO for utility usage reconciliation and reporting. Other simpler, more efficient or automated options for getting the utility bills to ESCO can be discussed and agreed upon by both parties.

Annual Savings Statement

Within 90 days of the end of each “M&V reporting year”, ESCO will provide an Annual Savings Statement for the Guaranteed Savings under the Option A methodology described below.

The utility information in the Annual Savings Statement will be adjusted for Material Changes as defined in this Agreement. Material Changes are non-routine adjustments and include items such as new equipment installation, changes in usage or occupancy of the equipment, schedule changes, and other changes. ESCO may, at its option, be compensated for costs to reconcile the impact of Material Changes included in the Annual Savings Statement.

Option A—Retrofit Isolation with Key Parameter Measurement

This option is based on a combination of measured and estimated factors when variations in factors are not expected. Measurements are spot or short-term and are taken at the component or system level, both in the baseline and post-installation cases. Measurements should include the key performance parameter(s) which define the energy use of the ECM. Estimated factors are supported by historical or manufacturer’s data. Savings are determined by means of engineering calculations of baseline and post-installation energy use based on measured and estimated values. Adjustments to models are not typically required.

**CITY OF WILMINGTON LED STREET LIGHTING
SCHEDULE G
PROJECT SCHEDULE**

Schedule G – Project Schedule

The project schedule begins upon execution by the ESCO and the Owner of the Agreement or a Notice to Proceed and is expected to take approximately 12 months.

Factors that will be considered for the final schedule include:

- Availability of the work areas, etc.
- Equipment production and delivery timelines

ESCO will deliver a detailed Microsoft Project work plan & schedule upon project kickoff, immediately following contract execution.

The project schedule will include regular biweekly project meetings with the Owner to provide project status updates and weekly construction team meetings to coordinate installation activities with all subcontractors and project personnel.

CITY OF WILMINGTON LED STREET LIGHTING
SCHEDULE H
SYSTEMS STARTUP & COMMISSIONING

Schedule H – Systems Startup & Commissioning

At the conclusion of the construction phase for this project, ESCO will perform commissioning activities.

All documentation from this effort will be collected and organized into a report to be provided to the Owner. In addition, this information will be used as the foundation for the initial energy performance validation process.

ESCO will provide a full commissioning plan ahead of the commissioning phase of the project for review of the customer. Commissioning plan will specify parties to be involved, responsibilities of each party, specific task to be completed, etc.

Manufacturers' installation and operations manuals will be used as the guiding reference documents, along with detailed startup checklists for the engineered equipment.

To ensure a smooth flow of operations and maintenance with newly installed equipment, documents supporting specific ECMs will be provided to Owner when the ECM is turned over. Among other relevant documents, this will include Operations and Maintenance manuals for new equipment. Additionally, an organized summary package of all turnover documents will be submitted to Owner when the overall project is complete.

Each ECM shall comprise a Construction Unit and the Construction Work will be completed for each ECM.

| ECM | Commissioning Plan |
|-------------------|--|
| Lighting Retrofit | <ul style="list-style-type: none">• Testing includes taking sample measurements of light levels, voltage and amperage immediately before demolition and again after burn-in of the newly installed lighting. This testing will be performed on 10% of all fixtures having greater than 50 fixtures of that type installed.• Final Inspection by Subcontractor, ESCO and Owner• Documented Owner Acceptance |

CITY OF WILMINGTON LED STREET LIGHTING
SCHEDULE I
STANDARDS OF COMFORT

Schedule I – Standards of Comfort

The energy savings calculations in this project assumed a typical run time of 4,100 hours per year. With the use of lighting controls included in this project, the total run time should ultimately be lower due to the dimming control. It is assumed that at no time after the project will Owner decide to intentionally operate all the lights 24/7 or during daylight hours where the total run time would significantly exceed 4,100 hours per year.

CITY OF WILMINGTON LED STREET LIGHTING
SCHEDULE K
OWNER'S MAINTENANCE RESPONSIBILITIES

Schedule K – Owner's Maintenance Responsibilities

Owner acknowledges that it has an integral role in achieving savings and agrees to perform the following responsibilities:

- a. Properly maintain, repair, and replace all energy consuming equipment with equipment of equal or better energy and operational efficiencies and promptly notify ESCO of the repair and /or replacement, but no later than within thirty (30) calendar days from the commencement thereof;
- b. Make available to ESCO upon its request copies of maintenance records and procedures regarding maintenance of the Premises;
- c. Promptly provide ESCO with notice of system or equipment alterations at the Premises that impact energy consumption, including but not limited to: energy management systems, occupancy sensors, photocell/timer control of exterior lighting systems;
- d. Provide to ESCO true, accurate and complete copies of all energy related bills within fifteen (15) days after Owner's receipt of such bills. And;
- f. Furnish to ESCO true, accurate and complete copies of any utility rate schedules or tariffs promptly upon ESCO's request for the same and, in any event, within thirty (30) calendar days after Owner's receipt of notice of a utility rate change;
- g. During the Term of the Agreement, permit only ESCO and/or Owner approved personnel to repair, adjust or program equipment, systems, and/or controls covered by this Agreement or affecting equipment, systems, and/or controls covered by this Agreement, except in the event of an emergency, in which event Owner shall immediately notify ESCO of the existence of the emergency no later than within forty-eight (48) hours of the commencement of the emergency condition.

CITY OF WILMINGTON LED STREET LIGHTING
SCHEDULE L
OPERATION AND MAINTENANCE MANUALS

Schedule L – Operation and Maintenance Manuals

Certain maintenance and inspection activities will be required of Owner to ensure the building maintains its energy performance. Installation, operations and maintenance manuals will be delivered at the end of the project for the new equipment installed under this conservation project, including, but not limited to:

| |
|---------------------------|
| ECM #1: Lighting Retrofit |
|---------------------------|

**CITY OF WILMINGTON LED STREET LIGHTING
SCHEDULE M
ESCO'S TRAINING RESPONSIBILITIES**

Schedule M – ESCO's Training Responsibilities

A full training program is incorporated into this project. The training program includes the following:

1. Training for Department of Public Works staff on proper maintenance and operation of all new LED fixtures
2. Training on the software for lighting controls provided under the project

CITY OF WILMINGTON LED STREET LIGHTING
SCHEDULE N
MILESTONE SCHEDULE

Schedule N – Milestone Schedule

The following table summarizes the cost breakdown for the project.

| | |
|--|-----------------|
| TOTAL CONTRACT PRICE (<i>excluding sales tax</i>) | \$ 2,294,883.00 |
| Anticipated DNREC EEIF Grant | \$ 173,200.00 |
| TOTAL NET PROJECT COST (after DNREC EEIF Grant, <i>excluding sales tax</i>) | \$ 2,121,683.00 |

SUBSTITUTE NO. 1 TO ORDINANCE NO. 19-054

**AN ORDINANCE TO AMEND CHAPTER 36 TO REPEAL BEGGING AND
PANHANDLING PROVISIONS FROM THE WILMINGTON CITY
CODE**

**Rev. 1
#4747**

Sponsor:

**Council
Member
Johnson**

Co-Sponsor:

**Council
President
Shabazz**

WHEREAS, the Supreme Court of the United States of America has held that begging is protected speech under the First Amendment to the United States Constitution; and

WHEREAS, Council for the City of Wilmington recognizes an individual's right to engage in the lawful act of begging; and

WHEREAS, it is not the City of Wilmington's policy to arrest individuals for, or otherwise prohibit, lawful conduct, but rather to address unlawful conduct, including but not limited to disorderly conduct, assault, menacing, harassment and trespass; and

WHEREAS, said unlawful conduct is specifically prohibited in the Wilmington City Code and Delaware State Code; and

WHEREAS, in light of the foregoing, Council deems it proper to repeal the provisions of the Wilmington City Code relating to begging.

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

SECTION 1. Chapter 36 of the Code is hereby amended by deleting the stricken language and adding the underlined language to read as follows:

Sec. 36-68. - Loitering.

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

Public place means an area generally visible to public view and including streets, sidewalks, bridges, alleys, plazas, parks, driveways, parking lots, automobiles, while moving or not, within 50 feet of buildings which are single-family or multifamily residences, or which are open to the general public and which serve food or drink for consumption on or off the premises, or which provide entertainment, and the doorway and entrances to such buildings and the grounds enclosing them, or any other area either publicly owned or to which the public has access or any vacant property in either a residential or commercial district as designated by section 48-96 of this Code.

- (b) *Prohibited behavior.* A person is guilty of loitering under this section when, within 50 feet of a single-family or multifamily residence, or within 50 feet of a business which is open to the general public and which serves food or drink for consumption on or off the premises or which provides entertainment, or within 50 feet of any vacant property in either a residential or commercial district:
- (1) The person fails or refuses to move on when lawfully ordered to do so by any police officer;
 - (2) The person stands, sits idly or loiters upon any pavement, sidewalk or crosswalk, or stands or sits in a group or congregates with others on any pavement, sidewalk, crosswalk, or doorstep, in any street or way open to the public in this city so as to obstruct or hinder the free and convenient passage of other persons walking, riding or driving over or along such pavement, walk, street or way, and shall fail to make way, remove or pass, after reasonable request from any other person;
 - ~~(3) The person loiters, remains or wanders about in a public place for the purpose of begging;~~
 - ~~(4)~~ (3) The person loiters or remains in a public place for the purpose of solicitation as set forth in section 36-93; or
 - ~~(5)~~ (4) The person loiters, prowls, wanders or creeps in a place at a time or in a manner not usual for law-abiding individuals under circumstances that warrant alarm for the safety of persons or property in the vicinity. Unless flight by the accused or other circumstances make it impracticable, a police officer shall, prior to any arrest for an offense under this subsection, afford the accused an opportunity to dispel any alarm which would otherwise be warranted, by requesting him to identify himself and explain his presence or conduct. No person shall be convicted of an offense under this subsection if the police officer did not comply with the preceding sentence, or if it appears that the explanation given by the accused was true and, if believed by the police officer at the time, would have dispelled the alarm.
- (c) *Notice to the public.* The owner or proprietor of any business which is included within the provisions of this section shall post a sign or signs in the business

premises which shall clearly state for customers to read the prohibition of loitering under this section and the penalties for violation thereof.

- (d) *Penalties.* Any person who violated the provisions of this section shall be fined ~~\$250.00~~ \$100.00 for his first offense, ~~\$500.00~~ \$250.00 for a second offense, ~~\$750.00~~ \$450.00 for a third offense, and ~~\$1,000.00~~ \$500.00 for every subsequent offense. These fines shall not be subject to suspension or reduction for any reason. The current offense shall be considered a subsequent offense to any offense or offenses for the same violation which have occurred within the past five years.

SECTION 2. Chapter 36 of the Code is hereby amended by striking Article VII (§§ 36-221 through 36-227) in its entirety and re-numbering Articles VIII and IX as follows:

~~ARTICLE VII. -- OFFENSES INVOLVING REGULATIONS OF PANHANDLING AND FRAUDULENT SOLICITATION~~

~~Sec. 36-221. -- Definitions.~~

~~For purposes of this article and the sections thereof, "panhandling" is defined as any solicitation made in person requesting an immediate donation of money. Purchase of an item for an amount far exceeding its value, under circumstances where a reasonable person would understand that the purchase is in substance a donation, is a donation for the purposes of this article. Panhandling does not include passively standing or sitting with a sign or other indication that one is seeking donations, without addressing any solicitation to any specific person other than in response to an inquiry by that person.~~

~~Sec. 36-222. -- Time of panhandling.~~

~~Any person who panhandles after sunset or before sunrise is guilty of a violation of this article of this chapter of the city Code.~~

~~Sec. 36-223. -- Place of panhandling.~~

~~Any person who panhandles when the person solicited is in any of the following places is guilty of a violation of this article:~~

- ~~(1) At any bus stop or train stop;~~
- ~~(2) In any public transportation vehicle or facility;~~
- ~~(3) In any vehicle on any city street; or~~

- ~~(4) On private property, unless the panhandler has permission from the owner or the occupant.~~

~~Sec. 36-224. Manner of panhandling.~~

~~Any person who panhandles in any of the following manners is guilty of a violation of this article:~~

- ~~(1) By coming within three feet of the person solicited until that person has indicated that he or she does wish to make a donation;~~
- ~~(2) By blocking the path of the person soliciting along a sidewalk or street;~~
- ~~(3) By following a person who walks away from the panhandler;~~
- ~~(4) By using profane or abusive language, either during the solicitation or following a refusal;~~
- ~~(5) By panhandling in a group of two or more persons; or~~
- ~~(6) By any statement, gesture, or other communication which a reasonable person in the situation of the person solicited would perceive to be a threat.~~

~~Sec. 36-225. False or misleading solicitation.~~

~~Any person who knowingly makes any false or misleading representation in the course of soliciting a donation is guilty of a violation of this article. False or misleading representations include, but are not limited to, the following:~~

- ~~(1) Stating that the donation is needed to meet a specific need, when the solicitor already has sufficient funds to meet that need and does not disclose that fact;~~
- ~~(2) Stating that the donation is needed to meet a need which does not exist;~~
- ~~(3) Stating that the solicitor is from out of town and stranded, when that is not true;~~
- ~~(4) Wearing a military uniform or other indication of military service, when the solicitor is neither a present nor former member of the service indicated;~~
- ~~(5) Wearing or displaying an indication of physical disability, when the solicitor does not suffer the disability indicated;~~
- ~~(6) Use of any make-up or device to simulate any deformity; or~~
- ~~(7) Stating that the solicitor is homeless, when he is not.~~

~~Sec. 36-226. Permit requirement.~~

- ~~(a) No person shall panhandle on five or more days in a single calendar year without a permit issued by the police department. A person who has been issued a permit shall keep it on his or her person at all times while panhandling and show it to any police officer upon request. No person whose permit has been revoked shall panhandle for a permit of two years following~~

~~the revocation. Any person who violates this subsection is guilty of a violation of this article.~~

- ~~(b) — The police department shall issue the permit, without fee, to any eligible person who presents himself at the public safety building, states his true name, presents a photo identification or signs a declaration under penalty of perjury that he has no such identification, and permits himself to be photographed and fingerprinted.~~
- ~~(c) — A person is ineligible for a permit if and only if within the past five years he (1) has been convicted of two or more violations of this article, (2) has had a permit revoked pursuant to subsections (e) or (f) of this section, or (3) has been convicted of two or more offenses under the law of any jurisdiction which involve aggressive or intimidating behavior while panhandling or false or misleading representations while panhandling.~~
- ~~(d) — If the police department is unable to determine eligibility within 24 hours of the application, the department shall issue a permit good for 30 days and determine eligibility for a regular permit before the temporary permit expires. The regular permit shall expire three years from the date of issuance. Along with the permit, the police department shall give the applicant a copy of this article.~~
- ~~(e) — Any person who makes any false or misleading representation while apply for a period under this section is guilty of a violation of this article. Upon conviction of violation of this subsection, the police department shall revoke any permit issued to the subject defendant under this section.~~
- ~~(f) — If a permit is issued to a person under this section and that person subsequently commits and is convicted of a violation of any provision of this article, the police department shall revoke the permit.~~

~~Sec. 36-227. - Violations; penalties.~~

~~Each section of this article is distinct and any violation of any section is a separate violation of this article. A conviction of a violation of any section of this article shall be punishable by a fine in an amount not to exceed \$500.00.~~

ARTICLE ~~VIII.~~ VII. - SMOKING IN PUBLIC PLACES AND PLACES OF EMPLOYMENT

Sec. 36-~~228~~ 221. - Definitions.

Sec. 36-~~229~~ 222. - Prohibitions.

Sec. 36-~~231~~ 223. - Violations and penalties.

Sec. 36-~~232~~ 224. - Signs.

Sec. 36-~~233~~ 225. - Places of employment.

Sec. 36-~~234~~ 226. - Enforcement.

Sec. 36-~~235~~ 227. - General provisions.

Secs. 36-~~236~~—36-~~257~~ 36-228 – 36-235. - Reserved.

ARTICLE ~~IX~~, VIII. - LITTER CONTROL

Sec. 36-~~258~~ 236. - Definitions.

Sec. 36-~~259~~ 237. - Exemption for mail and newspapers.

Sec. 36-~~260~~ 238. - Penalties.

Sec. 36-~~261~~ 239. - Throwing in public places generally.

Sec. 36-~~262~~ 240. - Placement in receptacles to prevent scattering.

Sec. 36-~~263~~ 241. - Sweeping, etc., into gutters, etc., prohibited; duty to keep sidewalks clean.

Sec. 36-~~264~~ 242. - Spilling contents from vehicles; depositing mud, etc., from wheels of vehicles.

Sec. 36-~~265~~ 243. - Throwing or distributing handbills in public places.

Sec. 36-~~266~~ 244. - Placing handbills in or upon vehicles.

Sec. 36-~~267~~ 245. - Posting notices, etc., prohibited.

Sec. 36-~~268~~ 246. - Littering.

Sec. 36-~~269~~ 247. - Enforcement.

Secs. ~~36-270~~ 36-248 - 36-294. - Reserved.

SECTION 3. This Substitute Ordinance shall be deemed effective upon signing
by the Mayor.

First Reading.....November 21, 2019
Second Reading.....November 21, 2019
Third ReadingJanuary 16, 2020

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2020

Mayor

SYNOPSIS: This Substitute Ordinance amends Chapter 36 of the Wilmington City Code by deleting Section 36-68(b)(3) relating to the crime of loitering for the purpose of begging and Sections 36-221 through and including Section 36-227 relating to the regulation of panhandling. It also reduces the fines that may be imposed for violations of the remaining provisions of Section 36-68 related to loitering.

W0108281

AN ORDINANCE TO AUTHORIZE A MULTI-YEAR AMENDMENT OF CONTRACT 15055DFPS (PARKING CITATION PROCESSING AND COLLECTION SERVICES) BETWEEN THE CITY OF WILMINGTON AND CONDUENT STATE AND LOCAL SOLUTIONS, INC.

#4754

Sponsor:

Council
Member
Freel

Co-Sponsor:

Council
President
Shabazz

WHEREAS, pursuant to Sections 2-308 and 8-200 of the City Charter, the City of Wilmington is authorized to enter into contracts for the supply of 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 desired to obtain parking citation processing and collection services and issued a request for proposals for such services; and

WHEREAS, after a thorough review of the proposals submitted and approval by City Council, the City entered into Contract 15055DFPS, a contract for four (4) years from March 1, 2016 to June 30, 2019 with the possibility of two (2) one-year extension periods, with Conduent State and Local Solutions, Inc. f/k/a Xerox State and Local Solutions, Inc. (the "Contract"), a copy of which is available for review in the Department of Finance; and

WHEREAS, the City would like to enter into an amendment to the Contract (the "Amendment"), a copy of which, in substantial form, is attached hereto and incorporated by reference herein as Exhibit "A", which would: (1) add certain goods and services to the Contract, including an online citation appeals portal, replacement of all handheld devices with upgraded devices and GPS technology, and full collection services; (2) extend the Contract for two (2) years and two (2) months commencing on the date of execution of the Amendment at an estimated price of one hundred thousand, two hundred six dollars (\$100,206.00) per month (which will increase by two-and-a half percent (2.5%) every twelve (12) months after execution of the Amendment) plus thirty percent (30%) of net revenue from collection efforts; and (3) provide for two (2) additional extensions of one (1) year thereafter at the same price; and

WHEREAS, it is the recommendation of the Department of Finance that the City enter into the Amendment.

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

SECTION 1. The Amendment to the Contract between the City and Conduent State and Local Solutions, Inc., a copy of which, in substantial form, is attached hereto as Exhibit “A”, for the period of two (2) years and two (2) months commencing upon the execution of the Amendment, at an estimated price of one hundred thousand, two hundred six dollars (\$100,206.00) per month (which will increase by two-and-a-half percent (2.5%) every twelve (12) months after execution of the Amendment) plus thirty percent (30%) of net revenue from collection efforts, with the possibility of two (2) additional extensions of one (1) year thereafter at the same price, is hereby approved, and the City is hereby authorized to execute as many copies of said Amendment, as well as all additional undertakings related thereto, as may be necessary.

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

First Reading.....December 12, 2019
Second Reading.....December 12, 2019
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2020.

Mayor

SYNOPSIS: This Ordinance authorizes the City to enter into a multi-year amendment (the "Amendment") to Contract 15055DFPS for parking citation processing and collection services with Conduent State and Local Solutions, Inc. (the "Contract"), which: (1) adds certain goods and services to the Contract, including an online citation appeals portal, replacement of all handheld devices with upgraded devices and GPS technology, and full collection services; (2) extends the Contract for two (2) years and two (2) months commencing on the date of execution of the Amendment at an estimated price of one hundred thousand, two hundred six dollars (\$100,206.00) per month (which will increase by two-and-a-half percent (2.5%) every twelve (12) months after execution of the Amendment) plus thirty percent (30%) of net revenue from collection efforts; and (3) provides for two (2) additional extensions of one (1) year thereafter at the same price.

FISCAL IMPACT: The fiscal impact of this Ordinance is a contract for the period of two (2) years and two (2) months commencing on the date of execution of the Amendment at an estimated price of one hundred thousand, two hundred six dollars (\$100,206.00) per month (which will increase by two-and-a-half percent (2.5%) every twelve (12) months after execution of the Amendment) plus thirty percent (30%) of net revenue from collection efforts, with the possibility of two (2) additional extensions of one (1) year thereafter at the same price.

W0108737

EXHIBIT A

**AMENDMENT NO. 1 TO CONTRACT 15055DFPS
(PARKING CITATION PROCESSING AND COLLECTION SERVICES)
BETWEEN THE CITY OF WILMINGTON AND CONDUENT STATE AND LOCAL
SOLUTIONS, INC. (F/K/A XEROX STATE AND LOCAL SOLUTIONS, INC.)**

This Amendment (this "Amendment") is entered into this ____ day of January, 2020, by and between the City of Wilmington, a municipal corporation of the State of Delaware, (the "City") and Conduent State and Local Solutions, Inc. f/k/a Xerox State and Local Solutions, Inc. (the "Contractor").

WHEREAS, on March 1, 2016, the City and the Contractor entered into a professional services agreement (the "Agreement"), Contract 15055DFPS, for parking citation processing and collection services; and

WHEREAS, the City and the Contractor wish to amend the Agreement as stated below.

NOW, THEREFORE, WITNESSETH the City and the Contractor hereby agree as follows:

1. Schedule A of the Agreement is amended as follows:

A. Section 11 of Schedule A is amended to add a new subsection (a) as follows:

"11a. Online Citation Appeals: The Contractor shall provide access to an online citation appeals portal for all customers wishing to enter an appeal. Appeals may be submitted through an internet URL, available on mobile devices and computers. Appeals shall be entered into the eTIMS® system for recordation and subsequent disposition by the Contractor."

B. Section 12 of Schedule A is amended to add a new subsection (a) as follows:

"12a. Handheld Devices: The Contractor shall replace all handheld devices as provided under the Agreement with upgraded devices and GPS technology. These devices will also provide photographs that will be uploaded to the eTIMS® system."

C. Section 13 of Schedule A is amended to add a new subsection (a) as follows:

"13a. Collections and Payment Arrangements: In addition to the minimum activities under the Agreement, the Contractor shall provide full collection activities, including all notifications to delinquent violators on outstanding citations, calls to delinquent violators, searches on Contractor accessible governmental databases, skip traces, and other means to collect on outstanding accounts receivable. All collection activity will be centralized in Contractor, including updating records in the database for weekly review by the City. Payment arrangements will be provided to customers who need financial assistance in satisfying their outstanding payments. The Contractor will follow City prescribed rules on term, deposit and interest on the arrangements."

2. Article 2 of the Agreement is deleted and replaced in its entirety as follows:

“Article 2. Compensation

It is understood and agreed by and between the parties hereto that the amount of compensation for the Agreement, including the additional services included in this Amendment, shall be:

- (a) One Hundred Thousand Two Hundred Six Dollars (\$100,206.00) per month for parking ticket processing, booting, digital permits and customer service commencing on the date of execution of this Amendment. The fixed monthly fee will increase by two-and-a-half percent (2.5%) for cost of living adjustments every twelve (12) months after the date of execution of this Amendment; and
- (b) Thirty percent (30%) of net revenue from collection efforts commencing on the date of execution of this Amendment.

The Contractor understands and agrees that the quantities shown may be altered by the conditions found during the progress of the work and agrees that the City may increase or decrease quantities of work to be done under any item. The Contractor further agrees that in case of discrepancies in the unit prices or in their extensions, the written unit prices will be the basis for payment. The Contractor further agrees that all work required thereof is covered by the unit prices herein and that no other payment will be allowed. Payments shall be due to the Contractor within thirty (30) days of the City’s receipt of an undisputed invoice.

The City will be responsible for all costs associated with the handheld ticket stock.”

3. Article 3 of the Agreement is deleted and replaced in its entirety as follows:

“Article 3. Term

The term of this Agreement, as amended by this Amendment, shall commence on the date of execution of this Amendment and shall continue for a period of two (2) years and two (2) months. The parties may, by mutual consent, extend the Agreement for two (2) one-year option periods thereafter in accordance with all existing terms and conditions of the Agreement and this Amendment.”

4. All other terms and conditions of the Agreement shall remain in full force and effect.

[signature page follows]

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have executed this Amendment to the Agreement on the date first written above.

THE CITY OF WILMINGTON

WITNESS: _____

By: J. Brett Taylor
Title: Director of Finance

CONDUENT STATE AND LOCAL
SOLUTIONS, INC.

WITNESS: _____

By:
Title:

W0108333

ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY'S GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES ON A TAX-EXEMPT AND/OR TAXABLE BASIS, IN ORDER TO PROVIDE THE FUNDS NECESSARY TO REFUND CERTAIN OUTSTANDING GENERAL OBLIGATION BONDS OF THE CITY; PROVIDING FOR THE SALE OF THE BONDS; AND AUTHORIZING OTHER NECESSARY ACTION

#4760

Sponsors:

**Council
Members**

**Guy
Turner
Dixon
Congo
McCoy**

WHEREAS, the City of Wilmington (the "City") has determined to refund certain of the City's outstanding General Obligation Bonds (the "Refunded Bonds"), and in order to finance such refunding the City has determined to issue its General Obligation Bonds, Series 2020 (the "Refunding Bonds"), in an aggregate principal amount not to exceed \$50,000,000 (the "Refunding Project"); and

WHEREAS, the City has received a payment from the Diamond State Port Corporation, a Delaware corporation created in the Department of the State of the State of Delaware ("Diamond State"), in the approximate amount of \$2,600,000 (the "City Payment") in order to fully discharge Diamond State's obligation to the City associated with a certain portion of the Refunded Bonds; and

WHEREAS, the City has determined to reduce the amount of Refunding Bonds by applying the remaining of the City Payment to defease a portion of the Refunded Bonds by transferring the City Payment into an escrow fund (the "Escrow Fund") held by Wilmington Trust, National Association, as escrow agent (the "Escrow Agent") pursuant to a Pledge and Escrow Agreement (the "Escrow Agreement") between the City and the Escrow Agent; and

WHEREAS, the City has heretofore adopted the General Obligation Bond Ordinance, No. 83-019, Division 4 of Article VI of Chapter 2 of the Wilmington City Code (the "General Ordinance"), authorizing the City to issue General Obligation Bonds secured by a pledge of the City's full faith, credit and taxing power, for the purpose of, among other things, paying the costs of the refunding of outstanding indebtedness; and

WHEREAS, this Ordinance is a Supplemental Ordinance adopted pursuant to the General Ordinance and provides for the issuance and sale of the Refunding Bonds.

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

SECTION 1. Defined Terms. Terms used in this Ordinance and not otherwise defined shall have the meaning specified in the General Ordinance.

SECTION 2. Authorization of General Obligation Bonds. The City hereby authorizes the issuance of its General Obligation Bonds, Series of 2020, or such other designation as the City shall determine, in an aggregate principal amount not to exceed \$50,000,000 in one or more series on a tax-exempt and/or taxable basis, pursuant to and in accordance with the General Ordinance, as supplemented by this Ordinance and the Bond Committee Resolution (as defined herein) for the purpose of financing the Refunding Project, including the costs and expenses associated with issuing and providing for on-going continuing legal compliance of the Refunding Bonds and/or prior series of bonds. The Refunding Bonds shall be sold at private negotiated sale or competitive sale as determined by such Resolution of the Bond Committee.

The Refunding Bonds shall be awarded and sold by the Bond Committee to an underwriter or group of underwriters to be selected by the Bond Committee (the "Underwriter") at a purchase price and in accordance with such terms and conditions as will be set forth: (i) in the case of a negotiated sale, in a Bond Purchase Agreement to be entered into by the Underwriter and the City, or (ii) in the case of a competitive sale, in a Bid Form submitted to the Bond Committee in response to an Invitation to Bid prepared and distributed by the Bond Committee. In the case of clause (ii) above, the Bond Committee will accept the

Bid Form which represents the lowest true interest cost to the City. The City Treasurer is hereby authorized to enter into such Bond Purchase Agreement and to execute the Bond Purchase Agreement on behalf of the City, or to accept the most favorable Bid Form.

The Bonds shall bear such rate or rates of interest provided that the true interest cost of the Bonds does not exceed 7.0%, shall mature in such principal amounts and on such dates, shall be subject to redemption, shall bear such series designation, shall be sold at such price and in such manner, and shall be in such form and contain or be subject to such other terms and conditions, as shall be determined in the Resolution adopted by the Bond Committee (the "Bond Committee Resolution"). The Bond Committee Resolution shall set forth the prior general obligation bonds which will be funded or refunded as part of the Refunding Project.

SECTION 3. Authorization of Paying Agent's Agreement. A fiscal agent, paying agent and registrar for the Refunding Bonds (the "Paying Agent") may be selected and appointed by the Bond Committee. In the event that it is determined that it is advantageous to use a Paying Agent, the City Treasurer is hereby authorized to contract with the Paying Agent in connection with the performance of duties as paying agent and registrar on the usual and customary terms. The Paying Agent Agreement shall be in such form as shall be approved by the Bond Committee.

SECTION 4. Authorization of Transfer and Escrow Agent. The City hereby authorizes the City Treasurer to transfer the City Payment from the City's General Fund, and proceeds from the Refunding Bonds, to the Escrow Agent for deposit in the Escrow Fund, and to take other necessary actions, for the purpose of defeasing a portion of the Refunded Bonds; and for the same purpose, to enter into the Escrow Agreement in form and substance

as determined by the City's Treasurer and the City Solicitor, pursuant to which the City Payment will be held and invested by the Escrow Agent until it is applied to pay certain of the Refunded Bonds.

SECTION 5. Preparation of Preliminary Official Statement. The Bond Committee is authorized and directed to prepare, approve and "deem final" a Preliminary Official Statement and an Official Statement with respect to the Refunding Bonds to be used in connection with the public sale of the Refunding Bonds. The final Official Statement shall contain the final terms of the Refunding Bonds and shall be prepared for use in the public offering and sale of the Refunding Bonds.

SECTION 6. Execution of Bonds. The Refunding Bonds shall be executed by the manual or facsimile signatures of the Mayor, the City Treasurer and the City Auditor, and by the actual or facsimile impression of the seal of the City, both attested by the manual or facsimile signatures of the City Clerk or Deputy City Clerk.

SECTION 7. Security for the Bonds. The full faith, credit and taxing power of the City is hereby pledged to the prompt payment of the principal of, premium, if any, and the interest on the Refunding Bonds. The Refunding Bonds shall be the direct and unlimited obligations of the City, and unless paid from other sources, the City shall levy ad valorem taxes upon all taxable property in the City for the payment of the Refunding Bonds without limitation as to rate or amount.

SECTION 8. Federal Tax Covenants. In the event that part or all of the Refunding Bonds are issued on a tax-exempt basis, the City hereby covenants not to take or omit to take any action so as to cause interest on the Refunding Bonds to be no longer excluded from gross income for purposes of federal income taxation and to otherwise comply with the

requirements of Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the “Code”), and all applicable regulations promulgated with respect thereto, throughout the term of the Refunding Bonds. The City further covenants with the registered owners of the Refunding Bonds that it will make no investments or other use of the proceeds of the Refunding Bonds which would cause such Refunding Bonds to be “arbitrage bonds” as defined in Section 148 of the Code. The City further covenants to comply with the rebate requirements (including the prohibited payment provisions) contained in Section 148(f) of the Code in any regulations promulgated thereunder, to the extent applicable, and to pay any interest or penalty imposed by the United States for failure to comply with rebate requirements, to the extent applicable. In the event the Refunding Bonds could be issued on a bank-eligible basis, the Bond Committee is hereby delegated the authority to designate the Refunding Bonds pursuant to Section 265 of the Code.

SECTION 9. Further Action. The appropriate officers of the City are hereby authorized and directed to take all such action, execute, deliver, file and record all such documents, publish all notices and otherwise carry out the intent of the General Ordinance and this Ordinance in the name of and on behalf of the City.

SECTION 10. Inconsistent Provisions. In the event that any provision of the Refunding Bonds, or any term or condition contained in any agreement relating to the Refunding Bonds or in this Supplemental Ordinance, shall be inconsistent with any of the provisions of the General Ordinance, the provision of the Refunding Bonds, such agreements and this Supplemental Ordinance shall be controlling with respect to the Refunding Bonds, such agreements and this Supplemental Ordinance.

SECTION 11. Relation to General Ordinance. This Ordinance is supplemental to the General Ordinance and all sections of the General Ordinance, except as modified herein in accordance therewith, are applicable to the Refunding Bonds authorized hereunder. This Ordinance shall take effect immediately upon its passage.

SECTION 12. Effective Date. This Ordinance shall become effective upon its passage by Council and approval by the Mayor.

First Reading..... January 16, 2020
Second Reading..... January 16, 2020
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2020.

Mayor

SYNOPSIS: This Ordinance is presented by the City Treasurer for City Council's consideration and approval and authorizes the issuance of up to \$50,000,000 aggregate principal amount of the City's General Obligation Bonds in order to finance certain outstanding debt of the City for possible, present value savings up to \$7,000,000.

W0109046

Wilmington, Delaware
January 16, 2020

#4761

Sponsor:

Council
Member
Guy

WHEREAS, City Council member Samuel L. Guy seeks to award a grant of \$1,000 to Christina Cultural Arts Center, Incorporated, from his portion of Council's Discretionary Funds and this grant must be approved by Council since it will cause the grant total for this budget year to exceed a threshold amount; and

WHEREAS, Section 2-369 of the City Code requires grants awarded by City Council in the amount of \$5,000 or more to be approved by resolution of City Council; and

WHEREAS, the mission of the Christina Cultural Arts Center Inc. is "to make affordable arts, education, career training, exhibitions and live performances accessible to youth and adults in a welcoming learning environment.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON that authorization for City Council member Samuel L. Guy to award a grant of \$1,000 to Christina Cultural Arts Center, Incorporated, from his portion of Council's Discretionary Funds is approved.

Passed by City Council,

Attest: _____
City Clerk

SYNOPSIS: This Resolution provides authorization for City Council member Samuel L. Guy to award a grant of \$1,000 to Christina Cultural Arts Center, Incorporated, from his portion of Council's Discretionary Funds. As stated in Section 2-369 of the City Code, in order to provide such a grant, this resolution must be passed by City Council.