



City of Wilmington

Charles M. "Bud" Freel
City Council Member, 8th District

Louis L. Redding City/County Building
800 N. French Street
Wilmington, Delaware 19801-3537

phone (302) 576-2140
fax (302) 571-4071
www.WilmingtonDE.gov

Finance & Economic Development Committee

Charles "Bud" Freel, Chair
Ciro Adams
Linda M. Gray
Christofer C. Johnson
Zanthia Oliver
Loretta Walsh
Dr. Hanifa Shabazz, Ex-Officio Member

➤ **REVISED NOTICE**

Virtual Finance & Economic Development Committee Meeting

**June 1, 2020
5:00 p.m.**

Agenda

- **Ord. 20-022** to Authorize and Approve a One-Year Extension of Contract 20015WD Between the City of Wilmington and Greer Lime Company for the Provision of Hydrated Lime
- **Ord. 20-023** to Authorize and Approve a One-Year Extension of Contract 20014PW Between the City of Wilmington and Kemira Water Solutions, Inc. for the Provision of Ferric Chloride
- **Ord. 20-024** to Authorize and Approve a One-Year Extension of Contract 20024PW Between the City of Wilmington and Diamond Materials LLC for the Provision of Bituminous Concrete
- **Ord. 20-025** to Authorize and Approve a One-Year Extension of Contract 20013WD Between the City of Wilmington and Buckman's Inc. for the Provision of Sodium Hypochlorite

CONTINUED ON NEXT PAGE

If public comment is permitted during this committee meeting, any member of the public who wishes to speak during the committee meeting will be limited to three minutes per agenda item. If the public's permission to comment is abused, the Chair may exercise greater discretion in limiting public comment .

CONTINUED FROM LAST PAGE

- **Ord. 20-026** to Authorize and Approve a One-Year Extension of Contract 20017PW Between the City of Wilmington and Judge Mobile Wash for the Provision of Mobile Truck Washing Services
- **Ord. 20-027** to Authorize and Approve a Five-Year Extension of an Agreement Between the City of Wilmington and Itron, Inc. for the Provision of Operation and Maintenance Services for Mobile Automated Meter Reading
- **Ord. 20-028** Amend Chapter 44 of the City Code to Provide a Property Tax Abatement for Low-to-Moderate Income, Long-Term Homeowners Following a Fifty Percent or More Property Tax Increase on Their Primary Residence
- **Sub. 1 to Ord. 20-029** Ratify and Authorize an Agreement with Belfint, Lyons & Shuman, P.A., for the Conduct of the CAFR and Federal Funds Audits for Fiscal Year 2021, 2022 and 2023
- A Resolution to Approve the Collective Bargaining Agreement Between the City of Wilmington and the Fraternal Order of Police Lodge #1 (Rank and File) for the Term July 1, 2020 to June 30, 2021.

When: Jun 1, 2020 05:00 PM Eastern Time (US and Canada)
Topic: Finance & Economic Development Committee Meeting

Please click the link below to join the webinar:

<https://zoom.us/j/93623722386>

Webinar ID: 936 2372 2386

Or iPhone one-tap:

US: +13017158592,, 93623722386# or +13126266799,,93623722386#

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 301 715 8592 or +1 312 626 6799 or +1 929 205 6099 or +1 253 215 8782 or +1 346 248 7799 or +1 669 900 6833

International numbers available: <https://zoom.us/u/abHqdDcCAG>

Rev. 2 (5/29/2020)

If public comment is permitted during this committee meeting, any member of the public who wishes to speak during the committee meeting will be limited to three minutes per agenda item. If the public's permission to comment is abused, the Chair may exercise greater discretion in limiting public comment .

#4802

Sponsor:

Council
Member
Oliver

Co-Sponsor:

Council
President
Shabazz

**AN ORDINANCE TO AUTHORIZE AND APPROVE A ONE-YEAR
EXTENSION OF CONTRACT 20015WD BETWEEN THE CITY OF
WILMINGTON AND GREER LIME COMPANY FOR THE PROVISION OF
HYDRATED LIME**

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

WHEREAS, the City publicly advertised the specifications for Contract 20015WD – Hydrated Lime (the “Contract”) – in accordance with the requirements of Section 8-200 of the City Charter, and subsequently awarded the Contract to Greer Lime Company (the “Contractor”), the lowest responsible bidder, a copy of which is available for review in the Department of Public Works; and

WHEREAS, the Contract’s term is from July 1, 2019 to June 30, 2020, at an estimated price of ninety-seven thousand seven hundred fifty dollars (\$97,750.00); and

WHEREAS, the product provided by the Contractor is necessary to the City’s provision of drinking water to the public; and

WHEREAS, in early 2020, the Centers for Disease Control designated the Coronavirus Disease (“COVID-19”) as a serious public health threat, and, therefore, social distancing is required to help mitigate exposure to (and community spread of) the COVID-19 virus; and

WHEREAS, the Governor of the State of Delaware, John C. Carney, declared a State of Emergency for the State of Delaware on Friday, March 13, 2020 that has

subsequently been modified and extended until June 7, 2020 due to the ongoing serious public health threat that COVID-19 poses to Delawareans throughout the State; and

WHEREAS, the Mayor of the City of Wilmington declared a State of Emergency for the City of Wilmington on Friday, March 13, 2020 in connection with COVID-19 and its anticipated effects that has been extended to July 13, 2020; and

WHEREAS, given the restrictions in place to stop the spread of COVID-19, and the public interaction associated with the competitive bidding process, it is not practical to competitively bid the Contract for Fiscal Year 2021; and

WHEREAS, in order to provide for the continuity of an essential service and to minimize disruption, the City would like to enter into an amendment to the Contract (the "Amendment"), which would provide a one year extension of the Contract on the same terms and at the same price; and

WHEREAS, the cost to the City of the Amendment would be ninety-seven thousand seven hundred fifty dollars (\$97,750.00) for Fiscal Year 2021; and

WHEREAS, it is the recommendation of the Department of Public Works and the Department of Finance, Division of Procurement and Records, 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 Greer Lime Company, a copy of which is attached hereto as Exhibit "A", for a one-year extension of the Contract at the same cost of ninety-seven thousand seven hundred fifty dollars (\$97,750.00) and on the same terms is approved, and the City is hereby

authorized and directed to execute as many copies of said Amendment, as well as all additional undertakings related thereto, as may be necessary.

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

First Reading..... May 28, 2020
Second Reading..... May 28, 2020
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 an amendment to Contract 20015WD – Hydrated Lime (the “Contract”) -- between the City and Greer Lime Company which provides for a one-year extension of the Contract from July 1, 2020 to June 30, 2021 on the same terms and at the same cost.

FISCAL IMPACT: The cost to the City of the Amendment in Fiscal Year 2021 would be ninety-seven thousand seven hundred fifty dollars (\$97,750.00).

W110403

EXHIBIT A

**AMENDMENT TO CONTRACT 20015WD
(HYDRATED LIME)
BETWEEN THE CITY OF WILMINGTON AND GREER LIME COMPANY.**

This amendment (this "Amendment") is entered into this _____ day of _____ 2020, by and between the City of Wilmington, a municipal corporation of the State of Delaware, (the "City") and Greer Lime Company (the "Contractor").

WHEREAS, the City and the Contractor wish to amend City Contract 20015WD (Hydrated Lime) (the "Contract") between the parties dated May 15, 2019, to extend the expiration date of the Contract for one year to allow the Contractor to continue to provide hydrated lime to the City in accordance with the terms of this Amendment and the Contract.

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

1. The Contractor shall continue to provide hydrated lime to the City in accordance with the Contract's specifications and other requirements.
2. The amount of this Amendment shall not exceed ninety-seven thousand seven hundred fifty dollars (\$97,750.00).
3. The term of this Amendment shall not exceed twelve (12) months and shall become effective on July 1, 2020 and expire on June 30, 2021.
4. All other terms and conditions of the Contract shall remain in full force and effect.

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

THE CITY OF WILMINGTON

WITNESS: _____

By:
Title:

WITNESS:


Debra Christopher
Inside Sales Manager

GREER LIME COMPANY


By: John L. Bossio
Title: Executive Vice President of Sales

#4803

Sponsor:

Council
Member
Oliver

Co-Sponsor:

Council
President
Shabazz

**AN ORDINANCE TO AUTHORIZE AND APPROVE A ONE-YEAR
EXTENSION OF CONTRACT 20014PW BETWEEN THE CITY OF
WILMINGTON AND KEMIRA WATER SOLUTIONS, INC. FOR THE
PROVISION OF FERRIC CHLORIDE**

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

WHEREAS, the City publicly advertised the specifications for Contract 20014PW – Ferric Chloride (the “Contract”) – in accordance with the requirements of Section 8-200 of the City Charter, and subsequently awarded the Contract to Kemira Water Solutions, Inc. (the “Contractor”), the lowest responsible bidder, a copy of which is available for review in the Department of Public Works; and

WHEREAS, the Contract’s term is from July 1, 2019 to June 30, 2020, at an estimated price of four hundred thirty-two thousand six hundred dollars (\$432,600.00); and

WHEREAS, the product provided by the Contractor is necessary to the City’s provision of drinking water to the public; and

WHEREAS, in early 2020, the Centers for Disease Control designated the Coronavirus Disease (“COVID-19”) as a serious public health threat, and, therefore, social distancing is required to help mitigate exposure to (and community spread of) the COVID-19 virus; and

WHEREAS, the Governor of the State of Delaware, John C. Carney, declared a State of Emergency for the State of Delaware on Friday, March 13, 2020 that has

subsequently been modified and extended until June 7, 2020 due to the ongoing serious public health threat that COVID-19 poses to Delawareans throughout the State; and

WHEREAS, the Mayor of the City of Wilmington declared a State of Emergency for the City of Wilmington on Friday, March 13, 2020 in connection with COVID-19 and its anticipated effects that has been extended to July 13, 2020; and

WHEREAS, given the restrictions in place to stop the spread of COVID-19, and the public interaction associated with the competitive bidding process, it is not practical to competitively bid the Contract for Fiscal Year 2021; and

WHEREAS, in order to provide for the continuity of an essential service and to minimize disruption, the City would like to enter into an amendment to the Contract (the “Amendment”), which would provide a one year extension of the Contract on the same terms and at the same price; and

WHEREAS, the cost to the City of the Amendment would be four hundred thirty-two thousand six hundred dollars (\$432,600.00) for Fiscal Year 2021; and

WHEREAS, it is the recommendation of the Department of Public Works and the Department of Finance, Division of Procurement and Records, 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 Kemira Water Solutions, Inc., a copy of which is attached hereto as Exhibit “A”, for a one-year extension of the Contract at the same cost of four hundred thirty-two thousand six hundred dollars (\$432,600.00) and on the same terms is approved, and the City is

hereby authorized and directed to execute as many copies of said Amendment, as well as all additional undertakings related thereto, as may be necessary.

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

First Reading..... May 28, 2020
Second Reading..... May 28, 2020
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 an amendment to Contract 20014PW – Ferric Chloride (the “Contract”) -- between the City and Kemira Water Solutions, Inc. which provides for a one-year extension of the Contract from July 1, 2020 to June 30, 2021 on the same terms and at the same cost.

FISCAL IMPACT: The cost to the City of the Amendment in Fiscal Year 2021 will be four hundred thirty-two thousand six hundred dollars (\$432,600.00).

W110427

EXHIBIT A

**AMENDMENT TO CONTRACT 20014PW
(FERRIC CHLORIDE)
BETWEEN THE CITY OF WILMINGTON AND KEMIRA WATER SOLUTIONS INC.**

This amendment (this "Amendment") is entered into this ____ day of _____ 2020, by and between the City of Wilmington, a municipal corporation of the State of Delaware, (the "City") and Kemira Water Solutions Inc. (the "Contractor").

WHEREAS, the City and the Contractor wish to amend City Contract 20014PW (Ferric Chloride) (the "Contract") between the parties dated May 9, 2019, to extend the expiration date of the Contract for one year to allow the Contractor to continue to provide ferric chloride to the City in accordance with the terms of this Amendment and the Contract.

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

1. The Contractor shall continue to provide ferric chloride to the City in accordance with the Contract's specifications and other requirements.
2. The amount of this Amendment shall not exceed four hundred thirty-two thousand six hundred dollars (\$432,600.00).
3. The term of this Amendment shall not exceed twelve (12) months and shall become effective on July 1, 2020 and expire on June 30, 2021.
4. All other terms and conditions of the Contract shall remain in full force and effect.

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

THE CITY OF WILMINGTON

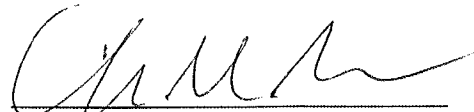
WITNESS: _____

By:

Title:

KEMIRA WATER SOLUTIONS LLC.

WITNESS: Thyfa Walker



By: Christina Lunbryne

Title: Commercial Support Manager

#4804

Sponsor:

Council
Member
Oliver

Co-Sponsor:

Council
President
Shabazz

**AN ORDINANCE TO AUTHORIZE AND APPROVE A ONE-YEAR
EXTENSION OF CONTRACT 20024PW BETWEEN THE CITY OF
WILMINGTON AND DIAMOND MATERIALS LLC FOR THE PROVISION
OF BITUMINOUS CONCRETE**

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

WHEREAS, the City publicly advertised the specifications for Contract 20024PW – Bituminous Concrete (the “Contract”) – in accordance with the requirements of Section 8-200 of the City Charter, and subsequently awarded the Contract to Diamond Materials LLC (the “Contractor”), the lowest responsible bidder, a copy of which is available for review in the Department of Public Works; and

WHEREAS, the Contract’s term is from July 1, 2019 to June 30, 2020, at an estimated price of ninety-two thousand three hundred seventy-five dollars (\$92,375.00); and

WHEREAS, the product provided by the Contractor is necessary for the paving and repair of public streets and thoroughfares; and

WHEREAS, in early 2020, the Centers for Disease Control designated the Coronavirus Disease (“COVID-19”) as a serious public health threat, and, therefore, social distancing is required to help mitigate exposure to (and community spread of) the COVID-19 virus; and

WHEREAS, the Governor of the State of Delaware, John C. Carney, declared a State of Emergency for the State of Delaware on Friday, March 13, 2020 that has

subsequently been modified and extended until June 7, 2020 due to the ongoing serious public health threat that COVID-19 poses to Delawareans throughout the State; and

WHEREAS, the Mayor of the City of Wilmington declared a State of Emergency for the City of Wilmington on Friday, March 13, 2020 in connection with COVID-19 and its anticipated effects that has been extended to July 13, 2020; and

WHEREAS, given the restrictions in place to stop the spread of COVID-19, and the public interaction associated with the competitive bidding process, it is not practical to competitively bid the Contract for Fiscal Year 2021; and

WHEREAS, in order to provide for the continuity of an essential service and to minimize disruption, the City would like to enter into an amendment to the Contract (the "Amendment"), which would provide a one year extension of the Contract on the same terms and at the same price; and

WHEREAS, the cost to the City of the Amendment would be ninety-two thousand three hundred seventy-five dollars (\$92,375.00) for Fiscal Year 2021; and

WHEREAS, it is the recommendation of the Department of Public Works and the Department of Finance, Division of Procurement and Records, 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 Diamond Materials LLC, a copy of which is attached hereto as Exhibit "A", for a one-year extension of the Contract at the same cost of ninety-two thousand three hundred seventy-five dollars (\$92,375.00) and on the same terms is approved, and the City is

hereby authorized and directed to execute as many copies of said Amendment, as well as all additional undertakings related thereto, as may be necessary.

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

First Reading..... May 28, 2020
Second Reading..... May 28, 2020
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 an amendment to Contract 20024PW – Bituminous Concrete (the “Contract”) -- between the City and Diamond Materials LLC which provides for a one-year extension of the Contract from July 1, 2020 to June 30, 2021 on the same terms and at the same cost.

FISCAL IMPACT: The cost to the City of the Amendment in Fiscal Year 2021 will be ninety-two thousand three hundred seventy-five dollars (\$92,375.00).

W110430

EXHIBIT A

**AMENDMENT TO CONTRACT 20024PW
(BITUMINOUS CONCRETE)
BETWEEN THE CITY OF WILMINGTON AND DIAMOND MATERIALS LLC**

This amendment (this "Amendment") is entered into this _____ day of _____ 2020, by and between the City of Wilmington, a municipal corporation of the State of Delaware, (the "City") and Diamond Materials LLC (the "Contractor").

WHEREAS, the City and the Contractor wish to amend City Contract 20024PW (Bituminous Concrete) (the "Contract") between the parties dated August 14, 2019, to extend the expiration date of the Contract for one year to allow the Contractor to continue to provide bituminous concrete to the City in accordance with the terms of this Amendment and the Contract.

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

1. The Contractor shall continue to provide bituminous concrete to the City in accordance with the Contract's specifications and other requirements.
2. The amount of this Amendment shall not exceed ninety-two thousand three hundred seventy five dollars (\$92,375.00).
3. The term of this Amendment shall not exceed twelve (12) months and shall become effective on July 1, 2020 and expire on June 30, 2021.
4. All other terms and conditions of the Contract shall remain in full force and effect.

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

THE CITY OF WILMINGTON

WITNESS: _____

By: _____

Title: _____

WITNESS: _____

_____ *Jon B. Wood*

DIAMOND MATERIALS LLC

By: _____

Title: _____

_____ *[Signature]*

#4805

Sponsor:

Council
Member
Oliver

Co-Sponsor:

Council
President
Shabazz

**AN ORDINANCE TO AUTHORIZE AND APPROVE A ONE-YEAR
EXTENSION OF CONTRACT 20013WD BETWEEN THE CITY OF
WILMINGTON AND BUCKMAN'S INC. FOR THE PROVISION OF SODIUM
HYPOCHLORITE**

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

WHEREAS, the City publicly advertised the specifications for Contract 20013WD – Sodium Hypochlorite (the “Contract”) – in accordance with the requirements of Section 8-200 of the City Charter, and subsequently awarded the Contract to Buckman’s Inc (the “Contractor”), the lowest responsible bidder, a copy of which is available for review in the Department of Public Works; and

WHEREAS, the Contract’s term is from July 1, 2019 to June 30, 2020, at an estimated price of one hundred ninety-nine thousand one hundred eighty-five dollars (\$199,185.00); and

WHEREAS, the product provided by the Contractor is necessary for the City’s provision of drinking water to the public; and

WHEREAS, in early 2020, the Centers for Disease Control designated the Coronavirus Disease (“COVID-19”) as a serious public health threat, and, therefore, social distancing is required to help mitigate exposure to (and community spread of) the COVID-19 virus; and

WHEREAS, the Governor of the State of Delaware, John C. Carney, declared a State of Emergency for the State of Delaware on Friday, March 13, 2020 that has

subsequently been modified and extended until June 7, 2020 due to the ongoing serious public health threat that COVID-19 poses to Delawareans throughout the State; and

WHEREAS, the Mayor of the City of Wilmington declared a State of Emergency for the City of Wilmington on Friday, March 13, 2020 in connection with COVID-19 and its anticipated effects that has been extended to July 13, 2020; and

WHEREAS, given the restrictions in place to stop the spread of COVID-19, and the public interaction associated with the competitive bidding process, it is not practical to competitively bid the Contract for Fiscal Year 2021; and

WHEREAS, in order to provide for the continuity of an essential service and to minimize disruption, the City would like to enter into an amendment to the Contract (the “Amendment”), which would provide a one year extension of the Contract on the same terms and at the same price; and

WHEREAS, the cost to the City of the Amendment would be one hundred ninety-nine thousand one hundred eighty-five dollars (\$199,185.00) for Fiscal Year 2021; and

WHEREAS, it is the recommendation of the Department of Public Works and the Department of Finance, Division of Procurement and Records, 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 Buckman’s Inc., a copy of which is attached hereto as Exhibit “A”, for a one-year extension of the Contract at the same cost of one hundred ninety-nine thousand one

hundred eighty-five dollars (\$199,185.00) and on the same terms is approved, and the City is hereby authorized and directed to execute as many copies of said Amendment, as well as all additional undertakings related thereto, as may be necessary.

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

First Reading..... May 28, 2020
Second Reading..... May 28, 2020
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 an amendment to Contract 20013WD – Sodium Hypochlorite (the “Contract”) -- between the City and Buckman’s Inc. which provides for a one-year extension of the Contract from July 1, 2020 to June 30, 2021 on the same terms and at the same cost.

FISCAL IMPACT: The cost to the City of the Amendment in Fiscal Year 2021 will be one hundred ninety-nine thousand one hundred eighty-five dollars (\$199,185.00).

W110431

EXHIBIT A

**AMENDMENT TO CONTRACT 20013WD
(SODIUM HYPOCHLORITE)
BETWEEN THE CITY OF WILMINGTON AND BUCKMAN'S INC.**

This amendment (this "Amendment") is entered into this _____ day of _____ 2020, by and between the City of Wilmington, a municipal corporation of the State of Delaware, (the "City") and Buckman's Inc. (the "Contractor").

WHEREAS, the City and the Contractor wish to amend City Contract 20013WD (Sodium Hypochlorite) (the "Contract") between the parties dated May 21, 2019, to extend the expiration date of the Contract for one year to allow the Contractor to continue to provide sodium hypochlorite to the City in accordance with the terms of this Amendment and the Contract.

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

1. The Contractor shall continue to provide sodium hypochlorite to the City in accordance with the Contract's specifications and other requirements.
2. The amount of this Amendment shall not exceed one hundred ninety-nine thousand one hundred eighty-five dollars (\$199,185.00).
3. The term of this Amendment shall not exceed twelve (12) months and shall become effective on July 1, 2020 and expire on June 30, 2021.
4. All other terms and conditions of the Contract shall remain in full force and effect.

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


THE CITY OF WILMINGTON

WITNESS: _____

By:
Title:

BUCKMAN'S INC.

WITNESS: _____


By: **Karl Lewis**
Title: **Vice President**

#4806

Sponsor:

Council
Member
Oliver

Co-Sponsor:

Council
President
Shabazz

**AN ORDINANCE TO AUTHORIZE AND APPROVE A ONE-YEAR
EXTENSION OF CONTRACT 20017PW BETWEEN THE CITY OF
WILMINGTON AND JUDGE MOBILE WASH FOR THE PROVISION OF
MOBILE TRUCK WASHING SERVICES**

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

WHEREAS, the City publicly advertised the specifications for Contract 20017PW – Mobile Truck Washing (the “Contract”) – in accordance with the requirements of Section 8-200 of the City Charter, and subsequently awarded the Contract to Judge Mobile Wash (the “Contractor”), the lowest responsible bidder, a copy of which is available for review in the Department of Public Works; and

WHEREAS, the Contract’s term is from July 1, 2019 to June 30, 2020, at an estimated price of sixty-four thousand three hundred ninety dollars (\$64,390.00); and

WHEREAS, the Contractor provides labor, equipment and materials necessary for washing the City’s fleet of large dump trucks, fire trucks, heavy equipment, and degreasing and clean-out of trash trucks; and

WHEREAS, in early 2020, the Centers for Disease Control designated the Coronavirus Disease (“COVID-19”) as a serious public health threat, and, therefore, social distancing is required to help mitigate exposure to (and community spread of) the COVID-19 virus; and

WHEREAS, the Governor of the State of Delaware, John C. Carney, declared a State of Emergency for the State of Delaware on Friday, March 13, 2020 that has

subsequently been modified and extended until June 7, 2020 due to the ongoing serious public health threat that COVID-19 poses to Delawareans throughout the State; and

WHEREAS, the Mayor of the City of Wilmington declared a State of Emergency for the City of Wilmington on Friday, March 13, 2020 in connection with COVID-19 and its anticipated effects that has been extended to July 13, 2020; and

WHEREAS, given the restrictions in place to stop the spread of COVID-19, and the public interaction associated with the competitive bidding process, it is not practical to competitively bid the Contract for Fiscal Year 2021; and

WHEREAS, in order to provide for the continuity of an essential service and to minimize disruption, the City would like to enter into an amendment to the Contract (the "Amendment"), which would provide a one year extension of the Contract on the same terms and at the same price; and

WHEREAS, the cost to the City of the Amendment would be sixty-four thousand three hundred ninety dollars (\$64,390.00) for Fiscal Year 2021; and

WHEREAS, it is the recommendation of the Department of Public Works and the Department of Finance, Division of Procurement and Records, 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 Judge Mobile Wash, a copy of which is attached hereto as Exhibit "A", for a one-year extension of the Contract at the same cost of sixty-four thousand three hundred ninety dollars (\$64,390.00) and on the same terms is approved, and the City is hereby

authorized and directed to execute as many copies of said Amendment, as well as all additional undertakings related thereto, as may be necessary.

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

First Reading..... May 28, 2020
Second Reading..... May 28, 2020
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 an amendment to Contract 20017PW – Mobile Truck Washing (the “Contract”) -- between the City and Judge Mobile Wash which provides for a one-year extension of the Contract from July 1, 2020 to June 30, 2021 on the same terms and at the same cost.

FISCAL IMPACT: The cost to the City of the Amendment in Fiscal Year 2021 will be sixty-four thousand three hundred ninety dollars (\$64,390.00).

W110432

EXHIBIT A

**AMENDMENT TO CONTRACT 20017PW
(MOBILE TRUCK WASHING)
BETWEEN THE CITY OF WILMINGTON AND JUDGE MOBILE WASH**

This amendment (this "Amendment") is entered into this _____ day of _____, 2020, by and between the City of Wilmington, a municipal corporation of the State of Delaware, (the "City") and Judge Mobile Wash (the "Contractor").

WHEREAS, the City and the Contractor wish to amend City Contract 20017PW (Mobile Truck Washing) (the "Contract") between the parties dated September 9, 2019, to extend the expiration date of the Contract for one year to allow the Contractor to continue to provide truck washing services to the City in accordance with the terms of this Amendment and the Contract.

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

1. The Contractor shall continue to provide mobile truck washing services to the City in accordance with the Contract's specifications and other requirements.
2. The amount of this Amendment shall not exceed sixty-four thousand three hundred ninety dollars (\$64,390.00).
3. The term of this Amendment shall not exceed twelve (12) months and shall become effective on July 1, 2020 and expire on June 30, 2021.
4. All other terms and conditions of the Contract shall remain in full force and effect.

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

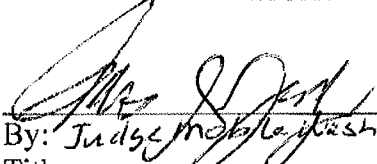
THE CITY OF WILMINGTON

WITNESS: _____

By:
Title:

JUDGE MOBILE WASH

WITNESS:  _____


By: Judge Mobile Wash Robert Judge
Title: owner

#4807

Sponsor:

Council
Member
Oliver

Co-Sponsor:

Council
President
Shabazz

**AN ORDINANCE TO AUTHORIZE AND APPROVE A MULTI-YEAR
EXTENSION OF AN AGREEMENT BETWEEN THE CITY OF
WILMINGTON AND ITRON FOR THE PROVISION OF OPERATION AND
MAINTENANCE SERVICES FOR MOBILE AUTOMATED METER
READING**

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

WHEREAS, the City desires to obtain services for the operation and maintenance of Mobile Automated Meter Reading for its water meters; and

WHEREAS, the City entered into a five-year contract from July 1, 2015 to June 30, 2020 with Itron, Inc. (the "Contract"), a copy of which is available for review in the Department of Public Works; and

WHEREAS, in order to provide for the continuity of an essential service and to minimize disruption, the City would like to enter into an amendment to the Contract (the "Amendment"), which would provide a five-year extension of the Contract on the same terms; and

WHEREAS, the cost to the City of the Amendment would not exceed three hundred twenty-four thousand dollars (\$324,000.00) annually for Fiscal Years 2021, 2022, 2023, 2024 and 2025; and

WHEREAS, it is the recommendation of the Department of Public Works 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 Itron, Inc., a copy of which is attached hereto as Exhibit “A”, for a five-year extension of the Contract on the same terms and at a cost not to exceed three hundred twenty-four thousand dollars (\$324,000.00) annually for Fiscal Years 2021, 2022, 2023, 2024 and 2025 is approved, and the City is hereby authorized and directed to execute as many copies of said Amendment, as well as all additional undertakings related thereto, as may be necessary.

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

First Reading..... May 28, 2020
Second Reading..... May 28, 2020
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 an amendment to the contract between the City and Itron, Inc. (the “Contract”) which provides for a five-year extension of the Contract from July 1, 2020 to June 30, 2025 on the same terms.

FISCAL IMPACT: The cost to the City of the Amendment will be three hundred twenty-four thousand dollars (\$324,000.00) annually for Fiscal Years 2021, 2022, 2023, 2024 and 2025 2021.

EXHIBIT A



Change Order Form

	Name	Date
Client Name:	City of Wilmington	03/21/2020
Requestor:	John Durdaller	03/21/2020
Client Authorization:		

City of Wilmington

By _____

Name _____

Title _____

Date _____
(Effective Date)

Itron, Inc.

By _____

Name _____

Title _____

Date _____

DocuSigned by:
B423AAC598A54AD...
Robert Farrow
VP Treasury
4/9/2020

Send Pricing Summary to Client? ☒ Yes ☐ No

Has contract been signed? ☒ Yes ☐ No

General Comments:

This change order is to extend the current Mobile AMR Operations & Systems Maintenance Plan agreement between Itron, and City of Wilmington dated July 1st 2015 for an additional 5 yr. term. Ending in June 30th 2025

Order Processing:

PO/Contract #:

Comments: BMR # _____

Hardware Changes:

Qty	Item Description	Unit Price

Qty	Item Description	Unit Price

Comments:



Software Changes:

☐ Modifications ☐ Meter Licenses ☐ Other

Description	Unit Price

Implementation Labor and Expense:

☒ Billable ☐ Non-billable Charge to: _____

Purpose	Description	Qty	@ \$	Total
Extension of Current SOW dated July 1 st , 2015 for additional 5-year term	City of Wilmington has requested Itron to extend it's Mobile AMR Operations & Systems Maintenance Plan. Starting July 1 st , 2020 thru June 30 th , 2025	~37,000 accounts monthly	\$0.48 per read	\$17,760 Monthly
	Total Base contract not to exceed			\$324,000 Annually

Other Changes:



Electric/Water/Gas
Information collection, analysis and application

Budgetary Pricing Summary for

City of Wilmington - Meter Reading Services

2111 N. Molter Rd.
Liberty Lake, WA 99019
fax: 866-787-6910
www.itron.com

BMR# 19628-20 Ver1 Mar
March 23, 2020

Budgetary

Part Number	Description	QTY	Price	Extended Price	Notes
Read on a Monthly Basis - Five Year Agreement					
Normal Monthly Meter Reading Services					(2)
<u>Year One</u>					
1	Meter reading, per meter monthly price, first year	37,000	\$0.48	\$17,760.00	
2	Off-Cycle Reads up to 500 reads per Request (minimum charge)	TBD	\$500.00	TBD	
3	Off-Cycle Reads over 500 per Request	TBD	\$0.48	TBD	
4	Consulting Services, per day	TBD	\$1,520.00	TBD	
5	Out of Scope of Work Investigation T&M - per hour	TBD	\$190.00	TBD	
<u>Year Two</u>					
6	Meter reading, per meter monthly price, second year	37,000	\$0.48	\$17,760.00	
7	Off-Cycle Reads up to 500 reads per Request (minimum charge)	TBD	\$500.00	TBD	
8	Off-Cycle Reads over 500 per Request	TBD	\$0.48	TBD	
9	Consulting Services, per day	TBD	\$1,520.00	TBD	
10	Out of Scope of Work Investigation T&M - per hour	TBD	\$190.00	TBD	
<u>Year Three</u>					
11	Meter reading, per meter monthly price, third year	37,000	\$0.48	\$17,760.00	
12	Off-Cycle Reads up to 500 reads per Request (minimum charge)	TBD	\$500.00	TBD	
13	Off-Cycle Reads over 500 per Request	TBD	\$0.48	TBD	
14	Consulting Services, per day	TBD	\$1,520.00	TBD	
15	Out of Scope of Work Investigation T&M - per hour	TBD	\$190.00	TBD	
<u>Year Four</u>					
16	Meter reading, per meter monthly price, fourth year	37,000	\$0.48	\$17,760.00	
17	Off-Cycle Reads up to 500 reads per Request (minimum charge)	TBD	\$500.00	TBD	
18	Off-Cycle Reads over 500 per Request	TBD	\$0.48	TBD	
19	Consulting Services, per day	TBD	\$1,520.00	TBD	
20	Out of Scope of Work Investigation T&M - per hour	TBD	\$190.00	TBD	
<u>Year Five</u>					
21	Meter reading, per meter monthly price, fifth year	37,000	\$0.48	\$17,760.00	
22	Off-Cycle Reads up to 500 reads per Request (minimum charge)	TBD	\$500.00	TBD	
23	Off-Cycle Reads over 500 per Request	TBD	\$0.48	TBD	
24	Consulting Services, per day	TBD	\$1,520.00	TBD	
25	Out of Scope of Work Investigation T&M - per hour	TBD	\$190.00	TBD	

Notes and Assumptions

- (1) This pricing is budgetary, non-binding, and for business planning purposes only.
- (2) Meter Reading

Pricing is based on average of 37,000 reads per month. Includes monthly service fees and monthly investigations of missed reads.

Price also includes labor to replace failed endpoints identified during investigation. City of Wilmington shall provide new endpoints for use by Itron.

Consulting Services can be provided on an as needed basis. Expenses and airfares at actual are not included and will be charged based on actual expenses.

Based on information provided by the City, it is estimated that approximately 92% of the meters will be located inside and will require access.

Purchase of endpoints is not included as a part of this proposal.

Bid reflects the City of Wilmington providing the following:

- a) Meter reading route files based on a mutually established schedule.

Pricing reflects monthly reads collected and delivered monthly.

Service fees for July, 15th 2020 through June 30, 2025 shall not exceed \$324,000 annually without written agreement by both parties.

Should the average price for fuel exceed \$4.00 per gallon, Itron reserves the right to apply a fuel cost surcharge.

- (3) Pricing is based on Itron's standard terms and conditions.
- (4) Taxes and freight are not included. Prices are in US dollars. Price is valid for 180 days.

AN ORDINANCE TO AMEND CHAPTER 44 OF THE CITY CODE TO PROVIDE A PROPERTY TAX ABATEMENT FOR LOW-TO-MODERATE INCOME, LONG-TERM HOMEOWNERS FOLLOWING A 50 PERCENT OR MORE PROPERTY TAX INCREASE ON THEIR PRIMARY RESIDENCE

**Rev. #1
#4785**

Sponsor:

**Council
President
Shabazz**

Co-Sponsor:

**Council
Member
Oliver**

WHEREAS, the U.S. Census Bureau reports that 27% of Wilmington residents earn an income at or below the United States poverty threshold of an annual income of \$25,000, and;

WHEREAS, almost 30% of homeowners in Wilmington live below the United States poverty threshold of the annual income of \$25,000, according to the U.S. Census Bureau, and;

WHEREAS, Wilmington's median income of homeowners in 2017 was \$61,890 and those below 80% of that median income, at \$49,512, are considered low-income. Therefore, approximately 42% of Wilmington homeowners are low-income, and;

WHEREAS, on average, the U.S. Census Bureau finds that more than two-thirds of homes in the city of Wilmington are unaffordable for those earning 80% of the area's median income, and;

WHEREAS, in all of Wilmington's 12 distinct neighborhoods, strategies for future development are being created and implemented, therefore the home values are expected to increase which will in turn increase property taxes, and;

WHEREAS, the median value of a home in the city of Wilmington increased by \$237 from 2009 to 2018, and the average property tax rose by \$228, and;

WHEREAS, specifically the lower-income neighborhoods of Westside, Eastside, Riverside, and Baynard Boulevard have had home values increase from 2009 to 2018, according to PolicyMap data. Beginning in 2019, new housing and commercial development has been planned and/or initiated in Westside, Eastside, Riverside/Northeast and Southbridge. Therefore, there is an expected increase in property values in those aforementioned low-to-

moderate income neighborhoods. In addition, all of the previously mentioned neighborhoods, along with Browntown-Hedgeville, Southwest Wilmington, Central-Midtown, and Delaware Avenue/Bancroft Parkways, have had property tax increases from 2009 to 2018, according to data from PolicyMap, and;

WHEREAS, long-term homeowners in the City of Wilmington's low to moderate income neighborhoods who wish to continue living in their neighborhoods should not be at risk of having to leave their homes due to rising property taxes resulting from increased development, and;

WHEREAS, cities and states throughout the nation, including the neighboring city of Philadelphia and cities in the nearby state of New Jersey, have implemented property tax relief programs to protect their long-term, low-to-moderate income property owners, and;

WHEREAS, the City of Wilmington strives to assist and protect low-to-moderate income homeowners in this city.

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

SECTION 1. Chapter 44 of the City Code is hereby amended by the addition of Section 44-57 to read as follows:

Sec. 44-57 Long-term homeowner partial property tax abatement

- a) Partial property tax abatement program. There is hereby authorized a voluntary partial real property tax abatement program for long-term, low-to-moderate income property homeowners within the City of Wilmington. This program would freeze current property taxes of long-term, low-to-moderate income property owners if their property taxes increase by 50% or more after one year.

- b) Definitions. The following words, terms, and phrases shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:
- 1) Primary property owner(s) means the person or persons whose name(s) is listed on the property deed.
 - 2) Primary place of residence means the property in which a person or persons reside in for at least 6 months out of the year.
- c) Eligibility. Property owners are eligible to apply for the partial property tax abatement program if they meet all of the following conditions:
- 1) The property must be located in the city limits of the City of Wilmington, Delaware.
 - 2) The primary property owner(s) must have owned the property for a minimum of 10 years prior to applying for the program.
 - 3) The property must have been the primary place of residence for the property owner(s) for a minimum of 10 years prior to applying for the program.
 - 4) The property taxes due for the year, exclusive of interest and penalties, increased by 50% or more from the previous year's assessment.
 - 5) The primary property owner(s)'s annual income is equal to or less than 80% of Wilmington's annual median income of homeowners based on the most recent or current U.S. Census Decennial and/or American Survey data.
- d) Procedures: property owners that meet the required conditions as described above may submit an application form provided by the Wilmington Department of Finance to choose to take part in this program. This application must be submitted online on the Wilmington Department of Finance website, or a hardcopy of the application must be

sent via the U.S. Postal Service to the Wilmington Department of Finance.

- 1) If conditions for eligibility are met, the primary property owner(s) must complete and submit an application no later than 5 months after their increased property taxes have been paid as required under Sec.44-32 of this code. Once the application has been approved, the property owner(s) will receive a reimbursement in the amount of the increase from the previous year's property tax to offset the property tax increase.
- 2) During the subsequent years following the property owner(s) acceptance into the partial property tax abatement program, the amount of property tax due will be equal to the amount charged the year prior to the property tax increase. Property owner(s) who choose to continue to participate in this program must complete and submit a form provided by the Wilmington Department of Finance to said Department no later than two months before property taxes must be paid. This form is to ensure property owner(s) who receive benefits still comply with the conditions in subsection (c) of this section.

The director of finance may promulgate rules and regulations deemed necessary to administer the provisions of this subsection, subject to approval by the administrative board.

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

First ReadingMay 28, 2020
Second ReadingMay 28, 2020
Third Reading

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2020.

Mayor

SYNOPSIS: This Ordinance is being presented by City Council for Council's review and approval. This Ordinance provides a partial property tax abatement for low-to-moderate, long-term City homeowners who meet certain eligibility requirements. Eligible homeowners who have their property tax obligation increased by 50% or more following a property assessment may apply for a partial abatement of their tax obligation. The partial abatement would "freeze" their tax obligation at the pre-assessment amount as long as the property homeowner meets the eligibility requirements.

FISCAL IMPACT STATEMENT: Revenue Changes would only take place based on the results of the next Property Assessment conducted on the housing stock in the City of Wilmington that might cause an increase in property values in neighborhoods or areas throughout the City where new development has or will take place prior to the next Property Assessment. Any potential revenue changes would then be calculated by the Department of Finance to determine any substantial changes to expect from Property Tax Revenues relevant to increases in Property Values of the City's Housing Stock and the impact of the Property Tax Abatement for Low-to-Moderate Income, Long-Term Homeowners in the City of Wilmington on such revenue when there is an increase of 50 percent or more Property Tax increase on their Primary Residence. Long-Term, Low-to-Moderate Income City Eligible Homeowners who apply would be approved for a Partial Abatement of their Tax Obligation that would "freeze" their Tax Obligation at the Pre-Assessment amount as long as the Property Homeowners meet their eligibility requirements.

POLICY STATEMENT: This proposed Ordinance would Amend Chapter 44 of the City Code to provide a Property Tax Abatement for Low-To-Moderate Income, Long-Term Homeowners in the City of Wilmington Following a 50 Percent or More Property Tax Increase on Their Primary Residence in Areas throughout the City where new development is scheduled

or has occurred that would possibly increase the value of property(s) in that area or neighborhood that could cause a 50 percent or more Property Tax Increase on their Primary Residence. Low-To-Moderate Income, Long-Term City Homeowners would be eligible for a Partial Property Tax Abatement following such an increase in their tax obligation on their Primary Residence. The City of Wilmington seeks to assist and protect Low-To-Moderate Income, Long-Term Homeowners in this City to not be at risk of having to leave their homes due to rising property taxes resulting from increased development.

SUBSTITUTE NO. 1 TO ORDINANCE NO. 20-029

**AN ORDINANCE TO AUTHORIZE AND APPROVE A MULTI-YEAR
CONTRACT RETAINING BELFINT, LYONS, & SHUMAN, P.A. AS THE
EXTERNAL AUDITOR FOR THE CITY OF WILMINGTON**

**Rev. 1
#4809**

**Sponsor:

Council
Member
Harlee**

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

WHEREAS, the City publicly advertised the specifications for the retention agreement with Belfint, Lyons, & Shuman, P.A. (the “Contract”) in accordance with the requirements of Section 8-200 of the City Charter, and subsequently awarded the Contract, a copy of which, in substantial form, is attached hereto and incorporated by reference herein as Exhibit “A”, to Belfint, Lyons, and Shuman, P.A. (the “Contractor”); and

WHEREAS, the Contract’s initial term is for three years (2020, 2021, and 2022) with an option to extend this agreement for year four (2023) and year five (2024), on the same terms and conditions. The yearly contract amount, both for the initial three-year term and each additional year at the City’s option, is set at \$189,000 per annum; and

WHEREAS, the primary purpose of the Contract is to retain the services of an External Auditor to provide full assurance that the City’s accounting records are fair, complete and in adherence with generally accepted accounting principles, industry standards and regulatory requirements; and

WHEREAS, it is the recommendation of the City Auditor’s Office and Audit Review Committee that the City authorize this agreement for services of an External Auditor.

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

SECTION 1. A multi-year contract between the City of Wilmington and Belfint, Lyons, & Shuman, P.A., a copy of which Contract, in substantial form, is attached hereto as Exhibit “A,” for the purposes of retaining an External Auditor, at an estimated price of One Hundred Eighty-Nine Thousand dollars and zero cents per annum (\$189,000.00) based on the terms of the contract, is hereby approved, and the Mayor or his designee is hereby authorized to exercise the City’s option, as well as all additional undertakings related thereto, as may be necessary.

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

First Reading..... May 28, 2020
Second Reading..... May 28, 2020
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2020.

Mayor

SYNOPSIS: This Substitute Ordinance authorizes the City to enter into a multi-year contract with Belfint, Lyons, & Shuman for the purposes of retaining an External Auditor, at an estimated price of One Hundred Eighty-Nine Thousand dollars and zero cents per annum (\$189,000.00). The primary purpose of the Contract is to retain the services of an External Auditor to provide full assurance that the City's accounting records are fair, complete and in adherence with generally accepted accounting principles, industry standards and regulatory requirements.

FISCAL IMPACT STATEMENT: This Substitute Ordinance has no anticipated fiscal impact because the monies will be derived from already-budgeted funds.

We are listening

Proposal to Provide Auditing Services for
Audit Cost Section

City of Wilmington, Delaware

For Fiscal Years Ending
June 30, 2020, 2021, and 2022
RFP 21002ADPS

Prepared for:

Terence J. Williams, City Auditor and
the Audit Review Committee

Prepared by:

George G. Fournaris, CPA, CGFM
gfournaris@belfint.com / 302.573.3931

Jonathan D. Moll, CPA
jmoll@belfint.com / 302.573.3937

February 20, 2020

City of Wilmington, Delaware
Professional Audit Services
RFP#21002ADPS
Belfint, Lyons & Shuman, P.A.

BLS

BELFINT • LYONS • SHUMAN
Certified Public Accountants

www.belfint.com

DE 302.225.0600 • PA 610.537.5200 • info@belfint.com



Contents

Table of Contents

Letter of Transmittal	1
Schedule of Professional Fees and Expenses.....	2
Fees for Additional Services	3



BELFINT • LYONS • SHUMAN
Certified Public Accountants

www.belfint.com

February 20, 2020

City of Wilmington, Delaware
Louis L. Redding City/County Building
800 French Street
Wilmington, Delaware 19801-3537

RE: Professional Auditing Services for the City of Wilmington, Delaware

Belfint, Lyons & Shuman, P.A. appreciates the opportunity to submit a proposal to audit the financial statements of the City of Wilmington, Delaware. (RFP 21002ADPS.)

Our fees for the requested services are based on current accounting standards and the understanding that certain preliminary work will be conducted in-house and that your organization's staff will be available for assistance. Our fees are calculated based in part, on past experience. If the City makes significant efficiencies and improvements in internal controls, we could revisit our fees.

We are committed to providing these services at the following fee for the years ending June 30:

2020	\$189,000
2021	189,000
2022	189,000
2023	189,000*
2024	189,000*

*Based on current market conditions, at the City's discretion, the contract may be renegotiated and extended for two one-year contracts. The audit costs include:

- Assistance with adjusting journal entries for fiscal year end closing not to exceed five (5) entries. *Any entries exceeding five (5) would be billed separately as addendum services.*
- Services to assist with expediting the completion of the City's Comprehensive Annual Financial Report to include but not limited to review of statements, MD&A and notes as needed.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. We look forward to extending our association with the City of Wilmington.

Sincerely,

George G. Fournaris, CPA, CGFM
Principal

Jonathan D. Moll, CPA
Director

1011 Centre Road • Suite 310 | Wilmington • DE 19805 | Phone: 302.225.0600 | Fax: 302.225.0625

Schedule of Professional Fees and Expenses

Detailed below is the Schedule of Professional Fees and Expenses for the audit of the City of Wilmington, Delaware for the initial audit for the years ending June 30, 2020, 2021, and 2022 which supports the firm's total all-inclusive maximum cost.

Schedule of Professional Fees and Expenses Audit of the City of Wilmington, Delaware Fiscal Years Ending June 30, 2020, 2021 & 2022										
	Director and Principal		Managers and Supervisors		Senior and Staff Auditors		Administrative Assistants		Subtotals	
Hourly Rate										
Standard Rates	\$400		\$225		\$150		\$115			
Quoted Rates	\$240		\$175		\$125		\$75			
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
CAFR Engagement Section										
Planning	40	\$ 9,600	40	\$ 7,000	60	\$ 7,500	-	\$ -	140	\$ 24,100
Fieldwork	80	19,200	180	31,500	400	50,000	-	-	660	100,700
Reporting	40	9,600	40	7,000	60	7,500	40	3,000	180	27,100
	160	38,400	260	45,500	520	65,000	40	3,000	980	151,900
Uniform Guidance Engagement Section										
Planning	16	3,840	16	2,800	16	2,000	-	-	48	8,640
Fieldwork	4	960	24	4,200	80	10,000	-	-	108	15,160
Reporting	20	4,800	20	3,500	20	2,500	20	1,500	80	12,300
	40	\$ 9,600	60	\$ 10,500	116	\$ 14,500	20	\$ 1,500	236	36,100
									Other (Travel, Parking, Etc.)	
									1,000	
									Total Cost	
									\$ 189,000	

The above fee quote is based on discounted hourly rates.

Fees for Additional Services

Should you need additional services, beyond those mentioned in this proposal, we will develop an estimate and submit an addendum to the contract for approval prior to the start of any additional work. Our standards rates per hour are as follows:

	Range
Directors and Principals	\$245 - \$435
Managers	175 - 265
Supervisors	140 - 210
Senior Accountants	125 - 160
Staff Accountants	100 - 135
Administrative Staff	75 - 130

The above standard rates may be discussed depending on the amount and type of additional services required.

Wilmington, Delaware
June 1, 2020

#

Sponsor:

**Council
Member
Freel**

Co-Sponsor:

**Council
President
Shabazz**

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF
THE CITY OF WILMINGTON,** that the Collective Bargaining Agreement
between the CITY OF WILMINGTON and the FRATERNAL ORDER OF
POLICE LODGE #1 RANK AND FILE for the term of July 1, 2020 through June
30, 2021, a copy of which is attached hereto and made a part hereof, is hereby
approved, and the Mayor and City Clerk are hereby authorized to execute as many
copies of said Agreement as may be necessary.

Passed by City Council,

Attest:

City Clerk

SYNOPSIS: This Resolution approves the Collective Bargaining Agreement between
the City of Wilmington and the Fraternal Order of Police Lodge #1 Rank and File for
the term of July 1, 2020 through June 30, 2021.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") dated the 5th day of May, 2020, is between the negotiating committees of the City of Wilmington ("Employer" or the "City") and Fraternal Order of Police Lodge #1 ("Lodge") (collectively, the "Parties").

WHEREAS, the Parties are parties to a collective bargaining agreement ("CBA") with a term July 1, 2016 through June 30, 2020; and

WHEREAS, the Parties have agreed to a successor collective bargaining agreement.

1. The parties agree to the following changes to the CBA:

a. **Revise Section 3.3 to read as follows:**

Section 3.3. The Lodge shall deliver to the City, at least ten (10) calendar days before the end of the current pay period, additional "check-off of dues forms" under which membership dues for the current pay period are to be deducted. Dues withheld shall be transmitted by the City, with a list of those for whom such deductions have been made, to the duly elected Treasurer of the Lodge not later than the ~~tenth (10th) working~~ **fourteenth (14th) calendar day** of the following month.

b. **Revise Section 9.1 to read as follows:**

Section 9.1. Union Leave. Leaves of absence with pay will be granted for no more than eight (8) Police Officers to attend and serve as delegates at conventions and organization conferences relating to Union activities provided that: i) such leaves will not exceed in the aggregate two hundred forty (240) working hours per year; and ii) the Chief of Police is provided at least sixty (60) days advance notice.

c. **Add a new Section 13.2 and renumber subsequent paragraphs accordingly:**

Section 13.2 All new employees will undergo an 18 month probationary period. During this period the employees will be evaluated to determine if they are capable of performing the duties required of them.

d. **Revise Section 13.4 to read as follows:**

Section 13.54. Plea of Guilty with an Explanation. An officer charged with a violation beyond the scope of summary punishment may choose to enter in writing a plea of "guilty with explanation" prior to the commencement of a hearing on the matter by a Complaint Hearing Board. The plea must be delivered to the **Commander of the Office of Professional Standards** ~~Inspector of Investigative Operations~~. In such a case, the officer's plea will be considered by the Complaint Hearing Board, which will determine punishment in accordance with this Article and the work rules and regulations found in the Police Officers Manual.

e. Revise Section 13.9 to read as follows:

Section 13.109. The ~~Commander Captain~~ of the Office of Professional Standards and/or the Chief of Police, within five (5) calendar days of receipt of the Complaint Hearing Board's decision and recommendation, may convene an Appeal Board to consider the following: (a) whether the Complaint Hearing Board was not carried out in a manner fair to both the employee and to the Office of Professional Standards prosecuting the case; or (b) whether the decision of the Complaint Hearing Board was not supported by the evidence; or (c) whether the punishment imposed was too lenient or too harsh in view of the character of the offense. Should the ~~Commander Captain~~ of the Office of Professional Standards and/or the Chief of Police decide to convene on the Appeal Board, he/she shall state the reasoning behind his/her decision in writing. A copy of this decision shall be sent to the employee.

f. Revise Section 13.11 to read as follows:

Section 13.124. Should the ~~Commander Captain~~ of the Office of Professional Standards and/or the Chief of Police call for the convening of the Appeal Board, the employee shall be notified in writing and be given the opportunity to request within five (5) calendar days whether he/she wishes to be present, have an attorney, and/or present testimony and evidence before the Appeal Board or just make written submissions.

g. Revise Article 18 Classification and Salaries to read as follows:

Section 18.1. Salaries for each year of the contract will be as follows:

See attached.

Section 18.2. For the purpose of calculating movement from Step 1 to Step 2 for Patrol Officers as shown in Subsection 18.1, commencing July 1, 1999, Patrol Officers shall remain in Step 1 the first twelve (12) months of employment as a Patrol Officer, inclusive of the probation period. Thereafter, Patrol Officers shall advance one step annually.

Section 18.3. The salaries outlined in Section 18.1 above reflect the following percentage increases:

~~Salaries effective July 1, 2016 reflect a general increase of 0%.~~

~~Salaries effective July 1, 2017 reflect a general increase of 2%.~~

~~Salaries effective January 1, 2018, reflect a general increase of 1.53846 in lieu of shooting days.~~

~~Salaries effective July 1, 2018 reflect a general increase of 2%.~~

~~Salaries effective July 1, 2018 reflect a general increase of 5%, in lieu of shift differential.~~

~~Salaries effective July 1, 2019 reflect a general increase of 2%.~~

Salaries effective July 1, 2020 reflect a general increase of 2% followed by an increase of \$500.

~~The salary increase for FY 18 shall be retroactive to July 1, 2017. The salary increase for FY 18 will be used to calculate retroactivity pay for salary and any other salary-related compensation such as overtime, shift differential, etc.~~

h. Amend Section 22.1 to read as follows:

Section 22.1 Except as provided for in specific articles, this Agreement shall be effective as of July 1, 2016-2020, and shall remain in full force and effect until June 30, 2020 2021.

2. Except for the changes contained in this Agreement, all terms of the existing CBA shall remain the same.

3. The Lodge and its negotiating committee shall recommend to its membership that it ratify the changes to the CBA as set forth in this Agreement. The Lodge will schedule a ratification vote promptly. The City negotiating committee shall recommend to the Mayor and City Council that it approve the changes to the CBA as set forth in this Agreement

4. The terms of this Agreement shall not become effective until ratified by the Lodge's membership and approved by the Mayor and City Council.

5. The changes contained in Paragraph 1 of this Agreement shall become part of the CBA as if fully set forth therein

CITY OF WILMINGTON

FRATERNAL ORDER OF POLICE
LODGE #1

BY: Charlotte P. Barnes

BY: [Signature]

Dated: 5/6/2020

Dated: 5/06/20

WAGES AND SALARIES
FRATERNAL ORDER OF POLICE/RANK & FILE
7/1/20 - 6/30/21
2% Plus \$500 Adjustment

PATROL OFFICER

<u>Munis</u>	<u>Contract</u>	<u>Annual</u>	<u>Hourly</u>
Step 1	Step 1	\$54,023.37	\$25.97
Step 2	Step 2	\$55,093.82	\$26.49
Step 3	Step 3	\$57,616.16	\$27.70
Step 4	Step 4	\$62,224.63	\$29.92
Step 5	Step 5	\$70,169.46	\$33.74
Step 6	Step 5	\$70,169.46	\$33.74
Step 7	Step 5	\$70,169.46	\$33.74
Step 8	Step 6	\$73,113.15	\$35.15

CORPORAL*

<u>Munis</u>	<u>Contract</u>	<u>Annual</u>	<u>Hourly</u>
Step 1	Step 1	\$77,932.83	\$37.47

SENIOR CORPORAL*

<u>Munis</u>	<u>Contract</u>	<u>Annual</u>	<u>Hourly</u>
Step 1	Step 1	\$82,043.71	\$39.44
Step 2	Step 1	\$82,043.71	\$39.44
Step 3	Step 1	\$82,043.71	\$39.44

MASTER CORPORAL

(Movement to this position occurs after 3 years as Senior Corporal)

<u>Munis</u>	<u>Contract</u>	<u>Annual</u>	<u>Hourly</u>
Step 1	Step 1	\$85,107.90	\$40.92
Step 2	Step 1	\$85,107.90	\$40.92
Step 3	Step 2	\$86,377.01	\$41.53
Step 4	Step 2	\$86,377.01	\$41.53
Step 5	Step 4	\$87,665.17	\$42.15
Step 6	Step 4	\$87,665.17	\$42.15
Step 7	Step 6	\$88,972.64	\$42.78

SERGEANT+

<u>Munis</u>	<u>Contract</u>	<u>Annual</u>	<u>Hourly</u>
Step 1	Step 1	\$90,434.91	\$43.48



MASTER SERGEANT*

<u>Munis</u>	<u>Contract</u>	<u>Annual</u>	<u>Hourly</u>
Step 1	Step 1	\$94,586.78	\$45.47
Step 2	Step 1	\$94,586.78	\$45.47
Step 3	Step 2	\$95,998.10	\$46.15
Step 4	Step 2	\$95,998.10	\$46.15
Step 5	Step 4	\$97,430.57	\$46.84
Step 6	Step 4	\$97,430.57	\$46.84
Step 7	Step 6	\$98,884.53	\$47.54

LIEUTENANT+

<u>Munis</u>	<u>Contract</u>	<u>Annual</u>	<u>Hourly</u>
Step 1	Step 1	\$98,922.38	\$47.56
Step 2	Step 1	\$98,922.38	\$47.56

SENIOR LIEUTENANT

<u>Munis</u>	<u>Contract</u>	<u>Annual</u>	<u>Hourly</u>
(Movement to this position occurs after 2 years as a Lieutenant)			
Step 1	Step 1	\$102,340.68	\$49.20
Step 2	Step 1	\$102,340.68	\$49.20
Step 3	Step 2	\$103,868.31	\$49.94
Step 4	Step 2	\$103,868.31	\$49.94
Step 5	Step 4	\$105,418.82	\$50.68
Step 6	Step 4	\$105,418.82	\$50.68
Step 7	Step 6	\$106,992.60	\$51.44

NOTE:

Movement through steps is on an annual basis

* Indicates a Career Development Position

+ Indicates a Promotional Position

