

REVISED 3-27-17

**AGENDA
REGULAR MEETING OF THE MAYOR AND COUNCIL
March 28, 2017
SEAFORD CITY HALL - 414 HIGH STREET**

6:30 P.M. - Electric Department will have new service truck on display in the City Hall parking lot.

- 7:00 P.M. - Mayor David Genshaw calls the Regular Meeting to Order.**
- Invocation
 - Pledge of Allegiance to the Flag of the United States of America.
 - Executive Session - Personnel
 - Changes to agenda for this meeting.
 - Approval of minutes of the regular meeting on March 14, 2017.

CORRESPONDENCE:

1.

NEW BUSINESS:

1. Seaford Historical Society request for a small piece of land to be used for parking and City of Seaford offering two small pieces of land adjacent to Market Street on the north side as a donation to them.
2. Chris Smith, President Integra health insurance Plan Administrator to be present with a renewal recommendation for employee health and life insurance.
3. Present for consideration replacing the hours for No Turn on Red at Dunkin Donut from daily 6 a.m. to 6 p.m. to be the same as at Market Street, Monday - Friday 7 a.m. to 9 a.m. and 2 p.m. to 4 p.m.
4. Berley Mears, Director of Public Works to present staff recommendation for the request from Luc & Maria Reyskens for a four-way stop at Hall and W. Poplar Street.
5. Present the demolition bids for approval.

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March 28, 2017

NEW BUSINESS (Continued):

6. Present update on the demolition of the Cummings building and accessories.
7. Present quote to clear leaf and limb area of the mulched product to allow for the continued use so Public Works can pick up leaves and limbs.

OLD BUSINESS:

1. Revised lease agreement with the Seaford School District as they have approved for the six tennis courts.

REMINDER OF MEETINGS & SETTING NEW MEETINGS:

1. Tennis Court re-dedication, 399 N. Market Street, March 30, 2017 at 4 p.m.
2. Autism - Light it up Blue, Gateway Park, Monday, April 3, 2017 - Band at 5:45 p.m. and ceremony at 6:30 p.m.
3. Rock the Block, a Habitat for Humanity event, see repairs@sussexcountyhabitat.org for more information, April 8, 2017 (Be a volunteer); registration 8:15 a.m. - 8:45 a.m Mt. Olivet Parking Lot.
4. SCAT dinner meeting, Big Fish Grill, Ocean View, April 5, 2017, 6 p.m.
5. Clean-up week, May 8th through May 12th, City of Seaford corporate limits only.
6. City Offices and all Departments except the Police will be closed for Good Friday on April 14, 2017.

CITY OF SEAFORD

Municipal Election – April 15, 2017

The City of Seaford Municipal Election will be held on Saturday, April 15, 2017 in the City Council Chambers, City Hall, 414 High Street, between the hours of 7:00 a.m. E.S.T. and 3:00 p.m. E.S.T.

Two (2) Council Members will be elected for a (3) year term.

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REGULAR MEETING OF THE MAYOR AND COUNCIL

March 28, 2017

All candidates must have filed by 5:00 p.m., E.S.T., February 24, 2017. Any candidate who withdraws his/her name must do so in writing. Any candidate who withdraws his/her name after 5:00 p.m., E.S.T., February 24, 2017 will still appear on the official ballot for election.

Anyone eighteen (18) years of age or older who is a bona fide resident to be eligible to vote **must have been registered at the Seaford City Hall by 5:00 p.m., E.S.T., March 24, 2017.** A nonresident property owner to be eligible to vote must be owner of record for a period of six (6) months immediately preceding the date of the Annual Municipal Election (October 15, 2016) and shall have one vote **provided he or she is registered on the “Books of Registered Voters” maintained at the City Hall. Registration hours are Monday through Friday, 8 a.m. until 5 p.m. or by appointment if you cannot register during these normal business hours.** The City of Seaford has independent registration procedures for the Annual Municipal Election. **To vote, you must meet the eligibility requirements and be registered on the “Books of Registered Voters” maintained at City Hall. VOTER REGISTRATION CLOSED FRIDAY, MARCH 24, 2017.**

A person shall be required to register only one time. You are urged to check your registration if you did not vote in the last municipal election. If you have moved out of the City after your original registration, you will need to check your registry to assure you are an eligible voter.

All voters will need to show proof of residency which may be a State of Delaware driver’s license, a State of Delaware identification card, a federal or state tax return with address, a City of Seaford utility bill or real estate property tax bill, or other acceptable proof of residency or ownership. **(Candidates who have filed are Councilman Dan Henderson, Councilman H. William Mulvaney III; and Frank Daniel Cannon, Jr.)**

COMMITTEE REPORTS:

- 1. Police & Fire – Councilwoman Leanne Phillips-Lowe**
- 2. Administration – Councilman Orlando Holland**
- 3. Code, Parks and Recreation – Councilwoman Grace Peterson**
- 4. Public Works & WWTF – Councilman William Mulvaney**
- 5. Electric – Councilman Dan Henderson**

EXECUTIVE SESSION:

1. Personnel

Mayor Genshaw solicits a motion to hold an Executive Session for personnel.

Mayor Genshaw moves into Executive Session.

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AGENDA -REVISED 3-27-17

REGULAR MEETING OF THE MAYOR AND COUNCIL

March 28, 2017

Mayor Genshaw reopens the Regular Council meeting.

Mayor Genshaw solicits a motion to adjourn the regular council meeting.

NOTE: Agenda shall be subject to change to include or delete Additional items (including executive session) which arise at the time of the meeting. (29 Del. C. S1004 (e) (3))

Website

TNT 3-27-17

N.B. 1
3/28/17

To: Mayor David Genshaw and the Seaford City Council
Attn: Dolores, J. Slatcher, City Manager
From: The Seaford Historical Society Board (SHS)
Maria Heyssel, President and Rob Hutton,
Chairman,
Ross Station Planning Committee
Date: March 17, 2017

Ms. Dolores Slatcher, City Manger, and Mr. Charles Anderson, Assistant City Manager met with Ms. Judy Schwartz, George, Miles and Buhr (GMB), Mr. Rob Hutton and Ms. Maria Heyssel, The Seaford Historical Society (SHS) at City hall on February, March 10, 2017 to convey the interest of Seaford Elected Officials to transfer two separate areas of land adjacent to Market Street,Ext. to the Seaford Historical Society and not just the one area of original interest.

This generous offer was presented to the Governing Board of the Seaford Historical Society for an email vote and we are delighted to say that the motion to accept this offer was unanimously approved and votes recorded.

The purpose of our request is to enhance our plans for the addition of the new Community Event Center, called Ross Station, which we are planning to build on the grounds of the Ross Plantation. We are requesting the area to accommodate needed parking. We are working hard to build this new venue for Seaford and appreciate the excellent help and cooperation of Dolores Slatcher and her staff throughout our planning process.

Thank you for your consideration of this proposal.

Sincerely yours,

Maria Heyssel, President
On behalf of the Board of the Seaford Historical Society.

N.B. 4
3-28-17

MEMORANDUM

To: Dolores Slatcher, City Manager

Fr: Charles Anderson, Assistant City Manager
Lt. Glenn Vanfleet
Berley Mears III, PW Director

Re: Four way stop request at the W. Poplar and N. Hall Street intersection

Dt: 3/23/17

At your request; Lt. Vanfleet, Charles Anderson and I met at the intersection of W. Poplar and N. Hall Street intersection to review the request of Mr. and Mrs. Reyskens (410 W. Poplar Street) to create a four way stop at this location. Currently there are only two stop signs heading North and South. This request was submitted on March 15, 2017 and is attached hereto.

After performing a stop sign placement analysis of the adjacent streets followed by extensive discussion, we are making a recommendation to install two additional stop signs at the requested intersection to make it a four way stop. One will be placed on W. Poplar facing East and one on W. Poplar facing west. There was some consideration to make N. Hall Street more consistent with both Porter and Bradford streets, but this would have created additional four way intersections at other locations along N. Hall Street and not address the actual intersection in question.

Again, based on our review of the existing conditions and the request we would like to recommend the following:

1. Place two additional stop signs on W. Poplar Street one heading east and one heading west to create the requested four way stop.

Please contact me should you have any questions.

Thank you.



3/15/17

City of Sanford.

Mrs. Maria Peyskens living
at 410 W Poplar Street,
would like to ask for a
4 Way Stop Sign at the
Corner of North Hall Street
and W Poplar Street.

As been pointed out
several times by Mr. Peyskens
the traffic seems to speed
down W Poplar to Shirley St.
There are no speed limit signs
so they take advantage.

Also going through that way
corner at 45 is not helpful.

Thank you

Mrs. MSL
Peyskens



N.B.5
3/28/17

March 20, 2017

TO: Mayor and Council

FR: Dolores J. Slatcher, CM/ Charles Anderson, ACM

RE: Demolition Bids

Charles and I reviewed the seven bids received on March 1, 2017 for the demolition of three properties. These are 12 N. Market Street, 734 Collins Avenue, and 804 Perkins Street. The City budgeted \$25,900 to demo these three properties. All three have public safety issues. However with a limited budget and all three have asbestos to be removed only two can be demolished at this time. There will be a final asbestos inspection prior to the removal of the buildings to assure all asbestos has been removed. This will be an additional cost to the City which is normal practice.

Therefore our recommendation is to demolish 734 Collins Avenue and 804 Perkins Street which both have rather large holes in the roof. 12 N Market Street too has issues with the accessory structures and back roof line but is probably in better shape than the two recommended. It also is in a very high visibility area across from the Middle School.

Sunny Field Contractors, Inc. is the low bidder for all three at \$30,400 with alternates #1 for additional concrete, block, brick material to be hauled away and #2 for fill material acknowledged and priced based on cubic yard for each if needed. However to stay within budget we would recommend authorizing 734 Collins Avenue and 804 Perkins Street for an award of \$15,465 as the base bid and use the alternate bids for any concrete, block or brick and fill required to be hauled or back fill the site.

Some bidders failed to acknowledge and use the bid form attached with Addendum #1 which disqualified their bid. One of these was the low bidder. If you have any questions please let us know.

Cc: Josh Littleton, Building Official
file

City of Seaford Demolition

Bid Tabulation

Bidder	Base Bid	#1	#2	#3	Alternate #1	Alternate #2
Sunnyfield Contractors	\$30,400.00	\$14,935.00	\$7,015.00	\$8,450.00	\$33.00	\$33.00
Clark's General Contractors	\$18,500.00	\$7,700.00	\$4,000.00	\$6,800.00	N/A	N/A
John Macklin & Sons	\$37,000.00	\$15,000.00	\$10,000.00	\$12,000.00	\$2.00 plus time & labo	\$8.62
Brightfields	\$47,088.00	\$18,629.00	\$11,480.00	\$16,979.00	\$40.00	\$40.00
Gateway Construction	\$40,612.00	\$21,272.00	\$8,000.00	\$11,340.00	\$40.00	\$42.00
HJ Construction	\$34,635.19	\$14,364.39	\$8,939.90	\$11,330.90	N/A	N/A
RNW	\$95,000.00	\$35,000.00	\$25,000.00	\$40,000.00	N/A	N/A

MEMORANDUM

TO: Dolores Slatcher, CM

FR: Berley Mears, Director of Public Works

RE: Leaf and limb area grading

DT: March 27, 2017

The City received two quotes for the above referenced work.

One from A. P. Croll for the daily amount of \$4,200 with an estimated time of 5-6 days. This equates to \$21,000-\$25,200 could be more and I doubt it would be less. They propose using dump trucks to haul the debris up the hill which I do not think will be possible for a standard 10-wheel dump truck given the condition of the site even after rough grading. This is an open ended quote because they work until it is all done and you pay for the time they were here.

On-site Construction quoted me a “job” price of \$22,700. This means that everything we spoke about doing will be done for this price no matter if it takes 5 day or 5 weeks. This contractor will use a loader with a 6-yard bucket to move debris up the hill. This includes all grindings, leaf pile, and bags so that we will start with a clean slate.

I met with two other contractors who never responded back to me with a quote. Time is of the essence, so I decided to move forward with just two quotes.

It is my recommendation to award the work to On-Site Construction who provided a “job” quote so that we can be assured we will get the desired end product with the work to be completed. We will then begin using a new operations plan moving forward to maintain the site.

Please present this information to Mayor and Council at the May 28, 2017 meeting for their consideration.

Should you have any questions, please contact me.

Thank you.



March 27, 2017

City of Seaford
414 High Street
Seaford, DE 19973

Attn: Mr. Berley Mears

**RE: City Compost Facility
Seaford, Delaware**

The following proposal for the above referenced project is based on plans by the City of Seaford and a site visit with Mr. Berley Mears.

Scope of Work

1. Grade site with dozer
2. Relocate mulch piles to rear of property
3. Grade from road to mulch piles

BASE BID for Our Scope of Work: \$22,700.00

EXCLUSIONS:

- All Fees & Permits
- Soils, Concrete and all other testing
- Unsuitable Dirt Removal and Replacement
- Hazardous material removal
- Undercutting of proposed subgrade
- Any work not specifically mentioned in the above scope of work

Notes

1. This proposal is based on all work being performed during normal business hours unless otherwise noted.
2. Proposal is based on Open Shop Labor and no wage scale or overtime rate

Proposal is based on current market rates for fuel and materials and as such, these prices are valid for a limited period of time (30 days). Any substantial increases in fuel, transportation and/or material costs will be reflected in a negotiated change order.

We appreciate the opportunity to provide you with this proposal and ask that you please call if you should have any questions.

Respectfully,



Kevin L. Pritchett
President

PAYMENT TO BE MADE AS FOLLOWS: Upon receipt of invoice, net 15 days.

If OnSite Construction, Inc. refers collection of balances due under this contract to an attorney, then reasonable attorney fees of 33.3% of the balance plus court costs will be charged. All accounts with balances over thirty (30) days will receive a finance charge of 18% annually and compounded monthly.

All material is guaranteed as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control; Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

OnSite Construction, Inc. warrants its work against all deficiencies and defects in materials and/or workmanship for a period of 1 year from the date of our final invoice. We agree to satisfy such warranty obligations which appear within the guarantee or warranty period established above without cost to the Owner.

ACCEPTANCE OF PROPOSAL – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. If desired, a contract will be executed between OnSite Construction, Inc. and the Owner or General Contractor.

Signature _____

Date _____

Print Name _____

THIS IS AN AGREEMENT OF LEASE, made and entered into this ____ day of _____, A.D. 2017, by and between SEAFORD SCHOOL DISTRICT, a school district of the State of Delaware, party of the first part, hereinafter referred to as “Lessor” and THE CITY OF SEAFORD, a municipal corporation of the State of Delaware, with offices in Seaford, Sussex County, Delaware, party of the second part, hereinafter referred to as “Lessee.”

WITNESSETH:

IN CONSIDERATION of the mutual covenants hereinafter expressed, the parties hereto agree as follows:

1. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor all that Certain tract, piece or parcel of land situate, lying and being in the City of Seaford, Seaford Hundred, Sussex County, Delaware, measuring approximately 310 feet by approximately 120 feet fronting on School Lane to be used, for six (6) tennis courts as surveyed by Harry K. Alexander, Professional Engineer, and shown on a Plot dated December 1, 1976, a copy of which is attached hereto and made a part hereof, together with the right of ingress and egress over, across and through lands of Lessor from School Lane to the lands herein leased. Said plot recorded in the Office of the Recorder of Deeds in Plot Book __, page ____.

2. It is mutually agreed by the parties hereto that the term of this Lease shall be for a period of Twenty (20) years which is agreed to be the estimated life of the project commencing on the __ day of _____, A.D. 2017, and terminating on ____ day of _____, A.D. 2037.

3. Lessee and Lessor agrees to pay to each to the other a one-time rental to initiate the terms of this Lease for the premises described in Paragraph 1 above.

4. Lessee agrees during the term of this Lease that the premises described in Paragraph 1 above shall be used by Lessee exclusively for tennis courts for a recreational program operated and conducted by Lessee and for no other purpose or purposes whatsoever without the written consent of Lessor.

5. Lessee agrees Seaford School District tennis and physical education programs supersedes the rights of the public for use of these courts.

6. Lessee agrees to comply with all laws, ordinances and lawful orders and regulations issued by a governmental authority which affect the said leased premises.

7. Lessee agrees at its expense and without any expense or liability to Lessor to keep in good order and repair the premises.

8. Lessee agrees to be liable for and to discharge all charges assessed against the

leased premises including but not limited to taxes, sewer, fuel, electricity and telephone.

9. Lessee agrees to defend and hold Lessor harmless from any liability for damages to any person or any property in or upon said premises, including the person and property of Lessee, and their employees and all persons in or upon the leased premises at the invitation or with their consent of Lessee. It is mutually agreed by the parties hereto that all property kept, stored or maintained at the sole risk of Lessee. Lessee agrees not to suffer or give cause for the filing of any lien against the herein leased premises by any person, firm or corporation for any reason whatsoever.

10. Lessee agrees to keep in full force and effect a policy of public liability insurance with respect to the said leased premises in which both Lessor and Lessee shall be named as parties covered thereby, or which provides equivalent protection to and is approved by Lessor, and in which the limits of liability shall be not less than One Hundred Thousand Dollars (\$100,000.00) per person and Three Hundred Thousand Dollars (\$300,000.00) for each accident or occurrence for bodily injury and Ten Thousand Dollars (\$10,000.00) for property damage. Lessee agrees to furnish Lessor with a certificate or certificates of insurance, or other acceptable evidence that such insurance is in force at all times.

11. Lessee agrees not to assign or in any manner transfer this Lease or any estate or interest therein without the previous written consent of Lessor, and not to sublet said premises or any part or parts thereof or allow anyone to come in with, through or under it without like consent. Lessee agrees that consent by Lessor to one or more assignments or this Lease to one or more sub-lettings of said leased premises shall not operate to exhaust Lessor's rights under this Paragraph.

12. It is mutually agreed that this Lease, nor any interest therein nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law.

13. Lessee agrees that if any rental due and payable from Lessee to Lessor shall be unpaid or if Lessee shall violate any of the other covenants, agreements, stipulations or conditions set forth herein and if such default shall continue for a period of thirty (30) days after written notice thereof from Lessor, Lessor may, at its option, declare this Lease forfeited and the terms hereof ended. If this Lease is declared forfeited and the terms hereof ended, Lessee agrees that Lessor shall have the immediate right of re-entry, with or without process of law, using such force as may be necessary to remove all persons and chattels from the said leased premises without liability for any damage because of said re-entry. Lessee agrees that, notwithstanding such re-entry by the Lessor, the rental provided herein shall continue to be due and payable in accordance with the terms of this Lease. Lessee further agrees that Lessor may, at its option, re-let the premises as the agent of the Lessee.

14. Lessee agrees that if Lessor waives any covenant or condition contained in

this Lease, such waiver shall not be construed as a waiver of any subsequent breach of the same or different covenant or condition.

15. It is mutually agreed by the parties hereto that the words “Lessee” and “Lessor” when used in this Lease shall refer to and bind not only the parties hereto but also their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have cause this Agreement to be executed by its proper officers and their respective seals to be hereunto affixed the year and day first above written.

SEAFORD SCHOOL DISTRICT

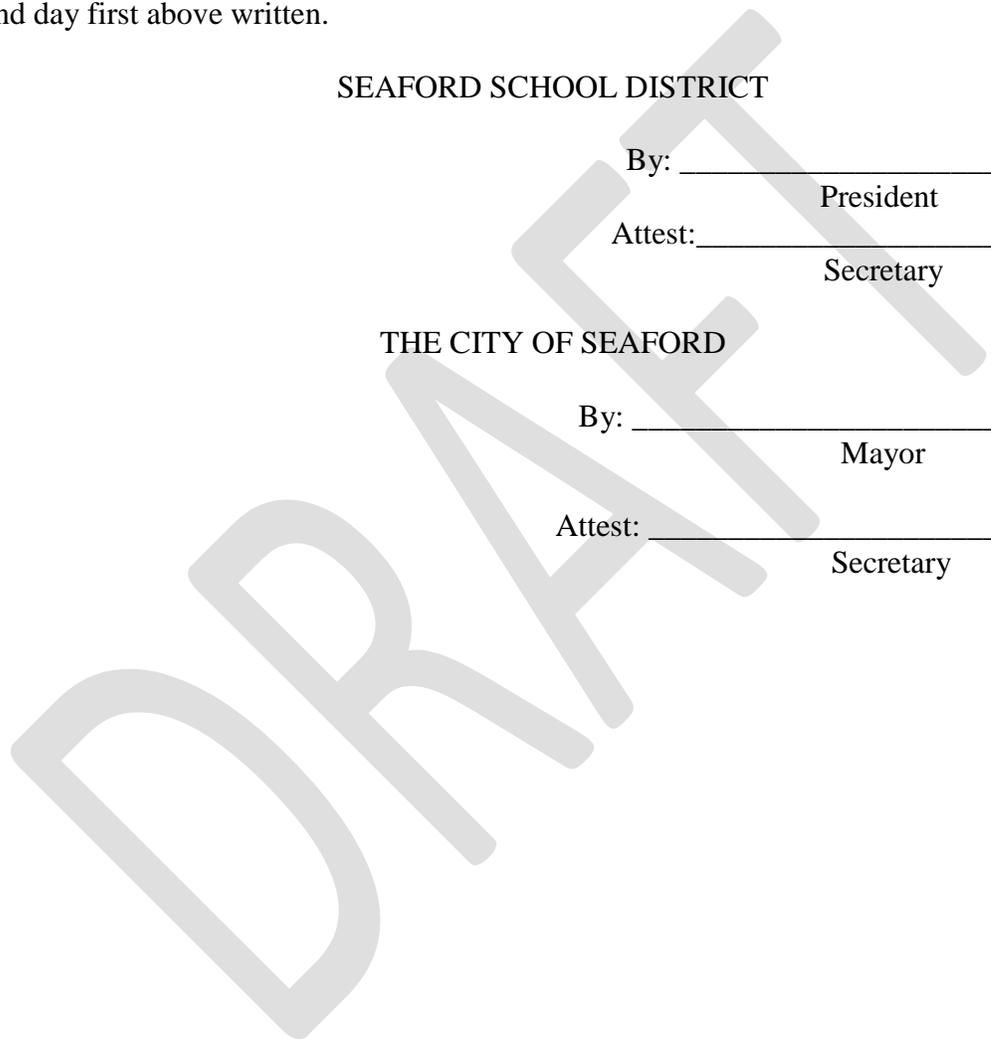
By: _____
President

Attest: _____
Secretary

THE CITY OF SEAFORD

By: _____
Mayor

Attest: _____
Secretary



STATE OF DELAWARE:

ss.

COUNTY OF SUSSEX:

BE IT REMEMBERED, That on this ___ day of _____, A.D. 2017, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, _____ Mayor of the City of Seaford, a municipal corporation of the State of Delaware, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his act and Deed, and the act and the Deed of the said corporation; that the signature of the Mayor is in his own proper handwriting; that the seal affixed is the common and cooperate seal of the said corporation duly affixed by its authority; and that the act of signing, sealing, acknowledging and delivering the said Indenture was first duly authorized by resolution of the City Council of the said corporation.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.

Notary Public

THIS IS AN AGREEMENT OF LEASE, made and entered into this _____ day of _____, A.D. 2017, by and between

SEAFORD SCHOOL DISTRICT, a school district of the State of Delaware, party of the first part, hereinafter referred to as “Lessor”

and

THE CITY OF SEAFORD, a municipal corporation of the State of Delaware, with offices in Seaford, Sussex County, Delaware, party of the second part, hereinafter referred to as “Lessee.”

WITNESSETH:

FOR AND IN CONSIDERATION of the mutual covenants hereinafter expressed, the parties hereto agree as follows:

1. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor all that certain tract, piece or parcel of land situate, lying and being in the City of Seaford, Seaford Hundred, Sussex County, Delaware, measuring approximately 310 feet by approximately 120 feet fronting on School Lane to be used, for six (6) tennis courts as surveyed by Harry K. Alexander, Professional Engineer, and shown on a Plot dated December 1, 1976, a copy of which is attached hereto and made a part hereof, together with the right of ingress and egress over, across and through lands of Lessor from School Lane to the lands herein leased. Said plot is recorded in the Office of the Recorder of Deeds, in and for Sussex County, in Plot Book 15, at page 47.

2. The term of this Lease shall be for a period of FIFTEEN (15) Years commencing on the _____ day of _____, A.D. 2017, and terminating on the _____ day of _____, A.D. 2032, inclusive, unless sooner terminated as herein provided.

Lessor reserves the right to terminate this Lease upon 30 days notice to Lessee at any time that the Lessor shall determine that the Leased premises are necessary for the expansion of a current use, for new construction, or for any other school related activity.

3. Lessee agrees to pay to Lessor the sum of ONE DOLLAR (\$1.00) at the commencement of this Lease for the premises described in Paragraph 1 above.

4. Lessee agrees during the term of this Lease that the premises described in Paragraph 1 above shall be used by Lessee exclusively for tennis courts to be operated and conducted by Lessee and for no other purpose or purposes whatsoever without the prior written consent of Lessor.

5. Lessee agrees that Seaford School District activities, including but not limited to tennis and physical education programs supersedes the rights of the public to use these courts.

6. Lessee agrees to comply with all laws, ordinances and lawful orders and regulations issued by a governmental authority which affect the said leased premises.

7. Lessee agrees that, at its expense and without any expense or liability to Lessor, to maintain the premises and the surrounding lot in such a manner that it shall be free and clear of all litter, garbage, etc., and otherwise in good order and repair.

8. Lessee agrees to be liable for and to discharge all charges assessed against the leased premises including but not limited to taxes, sewer, fuel, electricity and telephone.

9. Lessee agrees to hold harmless, indemnify and defend Lessor from any liability for any accident, personal injury, wrongful death or property damage which shall happen in or about the leased property or appurtenances, or on the adjoining access way streets, sidewalks, curbs, or parking lots or resulting from the use or condition, maintenance, or operation of the leased property or failure to comply with any requirement of any governmental authorities. It is mutually agreed by the parties hereto that all property kept, stored or maintained at the sole risk of Lessee. Lessee agrees not to suffer or give cause for the filing of any lien against the herein leased premises by any person, firm or corporation for any reason whatsoever.

10. Lessee agrees to keep in full force and effect a policy of public liability insurance with respect to the said leased premises in which both Lessor and Lessee shall be named as parties covered thereby, or which provides equivalent protection to and is approved by Lessor, and in which the limits of liability shall be not less than Two Million Dollars (\$2,000,000.00) aggregate and One Million Dollars (\$1,000,000.00) for each accident or occurrence for wrongful death, bodily injury and property damage. Lessee agrees to furnish Lessor with a certificate or certificates of insurance, or other acceptable evidence that such insurance is in force at all times. The liability limits may be reviewed annually and are subject to change during the term of the lease

11. Lessee shall not assign or in any manner transfer this Lease or any estate or interest therein without the previous written consent of Lessor, and not to sublet said premises or any part or parts thereof or allow anyone to come in with, through or under it without like consent. Lessee agrees that consent by Lessor to one or more assignments or this Lease to one or more sub-lettings of said leased premises shall not operate to exhaust Lessor's rights under this Paragraph.

12. It is mutually agreed that this Lease, nor any interest therein nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law.

13. If Lessee shall violate any of the other covenants, agreements, stipulations or conditions set forth herein and if such default shall continue for a period of thirty (30) days after written notice thereof from Lessor, Lessor may, at its option, declare this Lease forfeited and the terms hereof ended. If this Lease is declared forfeited and the terms hereof ended,

Lessee agrees that Lessor shall have the immediate right of re-entry, with or without process of law, using such force as may be necessary to remove all persons and chattels from the said leased premises without liability for any damage because of said re-entry. Lessee further agrees that Lessor may, at its option, re-let the premises as the agent of the Lessee.

14. Lessee agrees that if Lessor waives any covenant or condition contained in this Lease, such waiver shall not be construed as a waiver of any subsequent breach of the same or different covenant or condition.

15. It is mutually agreed by the parties hereto that the words "Lessee" and "Lessor" when used in this Lease shall refer to and bind not only the parties hereto but also their respective successors and assigns and shall be governed by the laws of the State of Delaware.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its proper officers and their respective seals to be hereunto affixed the year and day first above written.

SEAFORD SCHOOL DISTRICT

By: _____
President

{SEAL}

Attest: _____
Secretary

THE CITY OF SEAFORD

By: _____
Mayor

{SEAL}

Attest: _____
Secretary

STATE OF DELAWARE

ss.

COUNTY OF SUSSEX

BE IT REMEMBERED, That on this _____ day of _____, A.D. 2017, personally came before me. The Subscriber, a Notary Public for the State and County aforesaid, _____ the State and County aforesaid, President of the Board of Education of Seaford School District, a school district of the State of Delaware, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his act and Deed, and the act and the Deed of the said school district; that the signature of the President is in his own proper handwriting; that the seal affixed is the common seal of the said school district duly affixed by its authority; and that the act of signing, sealing, acknowledging and delivering the said Indenture was first duly authorized by resolution of the Board of Education of the said school district.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.

Notary Public

My Commission Expires: _____

STATE OF DELAWARE

ss.

COUNTY OF SUSSEX

BE IT REMEMBERED, That on this _____ day of _____, A.D. 2017, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, _____ Mayor of the City of Seaford, a municipal corporation of the State of Delaware, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his act and Deed, and the act and the Deed of the said corporation; that the signature of the Mayor is in his own proper handwriting; that the seal affixed is the common and cooperate seal of the said corporation duly affixed by its authority; and that the act of signing, sealing, acknowledging and delivering the said Indenture was first duly authorized by resolution of the City Council of the said corporation.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.

Notary Public

My Commission Expires: _____

March 21, 2017

TO: Mayor and Council

FR: Dolores J. Slatcher, City Manager

RE: Tennis Court Lease – Seaford School District

All,

Please see the noted changes between the Lease Agreement City Council approved at their regular meeting of February 14, 2017.

#1 Inserted Book and Page numbers

#2 Changed the term to 15 years in lieu of 20 years. Added the paragraph to terminate the Lease upon 30 days written notice should they decide the premises are necessary for expansion or a current use, for new construction, or for any other school related activity.

#3 Lessee to make a one-time payment of One Dollar.

#4 No changes

#5 Added the language for Seaford School District “including but not limited to”

#6 No changes

#7 Added to maintain the premises and the surrounding lot in such a manner that it shall be free and clear of all litter, garbage, etc. and otherwise in good order and repair.

#8 No changes

#9 Added “ for any accident, personal injury, wrongful death or property damage which shall happen in or about the leased property or appurtenances, or on the adjoining access way streets, sidewalks, curbs or parking lots or resulting from the use or condition, maintenance.....”

#10 Changes the limits of liability from 100K to 2 million aggregate; and from \$300k to \$1 million for each accident or occurrence.

#11 Changed from Lessee agrees not to assign to shall not assign

#12, 13, 14, 15 No changes

If you have any questions please contact Charles Anderson, ACM or myself.