

AGENDA
REGULAR MEETING OF THE MAYOR AND COUNCIL
March 26, 2024
SEAFORD CITY HALL - 414 HIGH STREET

The meeting will be streamed via live feed.

To view a live meeting visit one of the links below:

- On our website: www.seafordde.com/meetinglivefeed
- On Facebook: www.Facebook.com/cityofseaford
- On YouTube: <http://www.youtube.com/c/CityofSeafordDe19973>

To view this meeting agenda and supporting documentation visit our website:

www.seafordde.com/government/mayor_council/council_agendas_minutes

Comments and questions may be emailed to: Councilinfo@seafordde.com

- 7:00 P.M.** - Vice- Mayor Henderson calls the Regular Meeting to order.
- Invocation
 - Pledge of Allegiance to the Flag of the United States of America.
 - Changes to the agenda for this meeting.
 - Approval of minutes of the regular meeting on March 12, 2024.

ALL ITEMS ON THIS AGENDA MAY OR MAY NOT BE VOTED ON.

Vice-Mayor Henderson, Senator Stephanie Hansen, Senator Bryant Richardson, Representative Danny Short, and County Councilman Mike Vincent to recognize Sara Lee Thomas and Sue Wile for their dedicated service to the Downtown Seaford Association.

PUBLIC COMMENT: 1.

CORRESPONDENCE: 1.

PUBLIC HEARING:

White Lion Consultants Inc., property owner of 807 Third St., Tax Map and Parcel 431- 5.00-347.00, is seeking a subdivision of the referenced property into two lots.

NEW BUSINESS:

1. Present for approval recommendations from Eric Piner, Real Estate Appraiser, with Pearsons Appraisals Service, LLC related to the February 27, 2024, tax appeals presented to the City Council.
2. Present for approval a recommendation from the Economic Development Committee related to a request from TRPM, LLC/First Due Care LLC for a tax break on City property taxes, waiver of all city permitting and construction fees and discounted electric, water & sewer rates

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3. Present for approval a Memorandum of Agreement Between the City of Seaford and the Delaware Division of Communications to maintain the communication tower site at the City of Seaford, Police Department property located on Virginia Avenue, Seaford, DE, in order to meet the requirements of the State of Delaware's Digital 800 MHz Statewide Trunked Radio System.
4. Present for approval an assignment of lease document for 1100 Middleford Road (Curiosity Shop).
5. Present for approval a recommendation to appoint Sharon Drugash to replace, Mr. Earl Wright, as a member of the Board of Elections, for the remainder of the one-year term, to expire on February 13, 2025.
6. Bids - Kiwanis Park Memorial Renovations.

OLD BUSINESS: 1.

REMINDER OF MEETINGS & SETTING NEW MEETINGS:

1. City offices and Utility Divisions will be closed March 29, 2024, for the Good Friday Holiday.
2. Bus Trip to Washington DC, Saturday, April 6th, leaving from Parks & Rec office, 320 Virginia Avenue, at 9 a.m.
3. Light It Up Blue - Autism Awareness Ceremony, Monday, April 15, 6:30 p.m. at Gateway Park.
4. Nanticoke Little League Opening Day Ceremonies, Saturday, May 4th, 9:00 a.m. Williams Pond Park.
5. City-wide Clean Up Week; May 13th - 17th.

CITY OF SEAFORD

Municipal Election - Saturday April 20, 2024

The City of Seaford Municipal Election will be held on Saturday, April 20, 2024, 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.

One (1) Mayor will be elected for a (2) year term.

Councilman Matt MacCoy has filed for Mayor.

Jose Santos has filed for Mayor.

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

Alan Quillen has filed for Council.

Roxanne Knights has filed for Council.

Dr. Stephanie Grassett has filed for Council.

Councilman Orlando Holland has filed for Council.

James Walsh has filed for Council.

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All candidates must have filed by 4:00 p.m., E.S.T., Friday, February 23, 2024. Registration can be completed at City Hall, 414 High Street, Seaford, DE. Registration hours are Monday through Friday, 7 a.m. until 4:00 p.m. or by appointment if you cannot register during these normal business hours.

Any candidate who withdraws his/her name must do so in writing. Any candidate who withdraws his/her name after 4:00 p.m., E.S.T., February 23, 2024, will still appear on the official ballot for election.

To be eligible to vote, anyone eighteen (18) years of age or older who is a bona fide City of Seaford resident and US Citizen **must have been registered at the State of Delaware Department of Elections by 4:00 p.m., E.S.T. on Friday March 22, 2024.**

Nonresident property owners must be owner of record for a period of six (6) months immediately preceding the date of the Annual Municipal Election (October 20, 2023) and shall have one vote **provided he or she is registered in the "Books of Registered Voters" maintained at the City Hall by 4:00 p.m. E.S.T. on Friday, March 22, 2024. Registration hours are Monday through Friday, 7 a.m. until 4 p.m., or by appointment if you cannot register during these normal business hours.**

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.

LIAISON REPORTS:

1. Code, Parks and Recreation – Councilman Mike Bradley
2. Police & Fire – Councilman Dan Henderson
3. Administration – Councilman Orlando Holland
4. Electric – Councilman Matt MacCoy
5. Public Works & WWTF – Councilman James King

Vice-Mayor Henderson 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. §1004 (e) (3))

Date Posted: 03/18/2024 Posted by: ASB

NB#1
3/26/24

PTA Delval
P.O. Box 36404
Richmond, Va. 23235
888-573-2776

City of Seaford
ATTN: City Council
414 High St
Seaford, De. 19973

RE: 2024 Appeals
25 March 2024

Appeal 1

I have reviewed the appeal for 200 S. Pine Street and here are my findings.

Mr. Perlmutter, the owner of the property, is of the opinion that the assessed value of the property is way above market value based on the property being a Brownfield site, which severely restricts the potential development of the property.

A designated Brownfield site is a piece of real property that has been contaminated with some type of hazardous material or pollutant. I believe petroleum in this instance.

Mr. Perlmutter has received an estimate of \$2,600,000.00 to "cleanup" the property.

Based on research into Brownfield sites and the impact those sites have on the resale and development of contaminated properties. And after consultation with Fred Pearson (Certified General Appraiser). I recommend a 75% reduction across the board on both land and buildings. This 75% reduction would remain on the property until such time the property is cleaned of contaminants and deemed usable by state or federal authorities.

A 75% reduction would result in a new land value of \$222,811.00. The new improvement value would be \$52,500.00 for the main structure and \$18,800.00 (R) for the outbuildings. Total new value for land and buildings would be \$294,100.00 (R).

Appeal 2

There was a structure fire at 811 Perkins street. The owner Jeffrey Stevens states that the fire resulted in the house being no longer livable. I was unable to get a damage report from the Seaford fire department and my call to Mr. Stevens went unreturned.

Current assessed value is \$54,000.00 of which \$34,000.00 is the assessed value of the dwelling. I visited the property and based on what I could observe I recommend the value of the dwelling be reduced to \$11,300.00 (R); An 80% reduction. Total new value with land would be \$31,300.00 (R). This value would remain until, either improvements are made to the dwelling, or the dwelling is razed.

Respectfully

Eric K. Piner

PTA Delval

Pearson Appraisal Service



Memorandum

NB#2
3/26/24

To: Mayor & Council

From: Trisha Newcomer, Director of Economic Development & Community Relations



Date: March 15, 2024

RE: Request from TRPM, LLC/First Due Care LLC for a tax break on City property taxes, waiver of all city permitting and construction fees and discounted electric, water & sewer rates.

On Friday, March 15, 2024, the Economic Development Committee met to review a request from TRPM, LLC/First Due Care LLC for a tax break on City property taxes, waiver of all city permitting and construction fees and discounted electric, water & sewer rates.

The project's first phase will establish a comprehensive medical office on a three-acre commercial parcel located at 160-162 Venture Drive, in the Ross Business Park. It will be owned and operated by Mrs. Ashley Taylor, NP, with 15 years of experience in her field. The primary mission of the medical office is to enhance the health and well-being of members of the community. In addition to patient care, the office will provide specialized services such as DOT physicals, employment and sports physicals, NFPA-regulated fire department physicals, and post-accident drug testing. This phase of the project will employ 4-5 individuals, with future phases II & III employing an additional 7.

After significant discussion of their request, the Economic Development Committee recommended City Council approve a waiver of all water/sewer tap fees in the amount of \$2,375, and a 50% reduction in the storm water impact fee in the amount of \$4,791.60 for a total incentive to TRPM, LLC/First Due Care LLC in the amount of \$7,166.60, on Phase I only, with the stipulation this incentive will sunset 48-months from the date of Council approval.

NP#3
3/26/24

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF SEAFORD, DELAWARE
AND
THE DELAWARE DIVISION OF COMMUNICATIONS**

THIS MEMORANDUM OF AGREEMENT made this _____ day of _____, 2024, is made by and jointly between the City of Seaford, Delaware ("AGENCY"), and the Delaware Division of Communications ("DIVCOMM"). This Memorandum of Agreement shall be effective as of the date of its signing for a term of twenty-five (25) years. Thereafter, DIVCOMM shall have the option of entering into negotiations for a new agreement with the AGENCY on substantially the same, but not necessarily identical, terms as set forth herein.

WHEREAS, DIVCOMM has determined the need to maintain the communication tower site at the City of Seaford, Police Department property located on Virginia Avenue, Seaford, DE, in order to meet the requirements of the State of Delaware's Digital 800 MHz Statewide Trunked Radio System; and

WHEREAS, DIVCOMM requests AGENCY approval for the use of the property to maintain the communication tower site, and

WHEREAS, DIVCOMM and the AGENCY have agreed upon the terms of use for said site.

NOW, THEREFORE, BE IT RESOLVED that the AGENCY hereby grants approval to DIVCOMM to maintain the existing communication tower site on the parcel of land illustrated in Exhibit A attached hereto and made a part hereof and hereinafter referred to as the "PROPERTY".

FURTHER, that this Memorandum of Agreement is subject to the following mutually agreeable understandings, terms, and conditions.

1. DIVCOMM shall use and occupy the PROPERTY for the existing radio communications tower, emergency generator, equipment shelter, commercial power, access road and security lighting/fencing, etc., hereinafter referred to as "IMPROVEMENTS". DIVCOMM shall be permitted under this agreement to replace any of the above-listed items as necessary to maintain the facilities' functionality and purpose. DIVCOMM further agrees that any repairs or replacements shall not detract from the original intent of this agreement.
2. DIVCOMM will make necessary repairs and/or restoration to the surrounding lands and PROPERTY to the extent that DIVCOMM has caused damage by maintenance of the facilities at its sole cost and expense.
3. DIVCOMM agrees to take the lead responsibility for providing public information to the local community and government officials on all concerns and questions relating to the IMPROVEMENTS and ongoing operations. All questions and concerns may be directed to DIVCOMM at 302-739-9640.
4. It shall be the sole responsibility of DIVCOMM or its agent to operate (including paying all utility cost), maintain and repair the PROPERTY and IMPROVEMENTS after the date of this resolution.

DIVCOMM agrees to keep the PROPERTY and IMPROVEMENTS from falling out of repair or deteriorating and shall keep the same in a condition comparable to surrounding lands and IMPROVEMENTS under the jurisdiction of the AGENCY.

5. The AGENCY grants DIVCOMM, its clients, contractors, and employees the right to ingress to and egress from the PROPERTY subject to existing ordinances, easements, rights-of-way, and to such laws that may hereafter have application to said PROPERTY. DIVCOMM, its clients, contractors and employees will in no way interfere with the normal operation of the Seaford Police Department by blocking any areas of their parking lot or access to any accessory buildings owned by them, except with prior notification and permission from the AGENCY.
6. DIVCOMM grants the AGENCY permission to occupy the existing tower with three attachments that will provide radio communications for the City-wide surveillance camera network. The equipment configuration and mounting location will be approved by DIVCOMM. Approval for the shared use is conditional, based on an engineering and interference study showing no harmful interference will occur from the proposed shared use and that the proposed shared use will not impede the full operation of the 800 MHz Statewide Trunked Radio System or any other communications system which may be operating on the same tower by such use.
7. The AGENCY agrees to indemnify and hold harmless DIVCOMM, its affiliates, officers, directors and employees from all damages, claims or liabilities resulting from or related to any AGENCY installation, maintenance and operation activity, AGENCY employee, contractor and subcontractor activity, and fault or failure of DIVCOMM's PROPERTY during installation, maintenance, and operation.
8. The AGENCY understands and agrees that DIVCOMM is self-insured as to property insurance as an agency of the State of Delaware and as it shall relate to the use of the AGENCY property.
9. The AGENCY may share space on the tower structure and equipment shelter portion of the Communications facility described in this Agreement and located on its properties for the sole purpose of installing and operating the SVFD base station and antenna system and the SVFD UHF county wide paging system, provided SVFD is granted approval by the Federal Communications Commission for the re-locations of these systems to DIVCOMM's tower facility. Approval for the shared use is conditional, based on an engineering and interference study showing no harmful interference will occur from the proposed shared use and that the proposed shared use will not impede the full operation of the 800 MHz Statewide Trunked Radio System or any other communications system which may be operating on the same tower by such use.
10. In the event that the property is no longer need by DIVCOMM for the radio system, DIVCOMM will remove the tower and support building and restore the site to a condition approved by the AGENCY. This could include but not limited to removal of all base material and the planting of grass or sod to restore to a natural state.
11. In exchange for the use of the land under the control of the AGENCY, DIVCOMM will pay the AGENCY an annual rental fee of Twenty Thousand Dollars (\$20,000) which shall increase by 3%

compounded per annum. The annual rental fee for the first year of this Agreement shall within thirty (30) days following the execution of this Agreement. A schedule of rent payments is attached hereto as Exhibit C. DIVCOMM shall also provide communications channels for exclusive use by the AGENCY as outlined in the attached Exhibit B for the exclusive use of the AGENCY's public safety users, to include AGENCY Utility Divisions. Additionally, there will be no charge to the AGENCY for any communications services related to the use of the 800 MHz Statewide Radio System infrastructure, which may include system software and/or hardware upgrades, so long as the Delaware General Assembly provides continuation funding for the maintenance and upkeep of the radio infrastructure. Should the General Assembly stop funding the maintenance of the infrastructure the AGENCY agrees to participate with the other State Agencies in sharing the expense of maintaining the infrastructure for the common good of all its users.

12. Nothing contained herein shall preclude any future transfers of land between the two parties.
13. DIVCOMM shall not transfer nor assign the Agreement or any of the demised property nor sublet the demised property or any part thereof, nor grant any interest, privilege, or license whatsoever in connection with this Agreement, except as permitted by item #14 below.
14. The Delaware Division of Communications is allowed to enter into lease agreements, as provided by 29 *Del. C.* § 6404A(b), with private telecommunications companies to license space for communications facilities on the telecommunications towers constructed as part of the State 800 MHz Digital Trunked Radio System.
15. All of the terms and conditions of this Memorandum of Agreement shall be binding upon and shall inure to the benefit of successors, subtenants and assigns of the parties.
16. The laws of the State of Delaware shall govern this Memorandum of Agreement.
17. All notices hereunder must be in writing and shall be deemed valid if sent by certified mail, return receipt requested, addressed as follows (or any other address that the Party to be notified may have designated in writing to the sender by like notice):

DIVCOMM
The Delaware Division of Communications
801 Silver Lake Blvd.
Dover, DE 19904-2460
Attn:
Phone: 302-697-2525
Fax:

AGENCY
The City of Seaford
414 High Street – PO Box 1100
Seaford, DE 19973
Attn: Charles Anderson, City Manager
Phone: 302-629-9173

Fax: 302-629-9307

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year aforesaid.

State of Delaware
Division of Communications

Witness

Date

Date

The City of Seaford, Delaware

Witness

Date

Charles Anderson, City Manager

Date

Untitled Map

Write a description for your map.

Legend

- 800 MHz Tower Lease Area
- Feature 1
- Seaford Police Department
- Untitled Path
- Western Sussex Farmers Market



800 MHz Tower Lease Agreement

Exhibit B - Communications Channels for exclusive Use by the AGENCY (City)

Channel Used By City

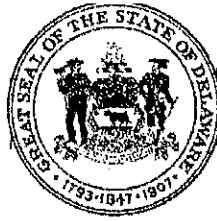
SFD-PW
SFD-CMD
SFDITAC2
SFDITAC3
SFDITAC4
SFDTALK1
SFDTALK2

* Note - Existing police and public safety channels are unaffected and not included in this list.

800 MHz Tower Lease Agreement

Exhibit C - Annual Rent Payments

Year of Agreement	Annual Rent Payment
2024	\$20,000.00
2025	\$20,600.00
2026	\$21,218.00
2027	\$21,854.54
2028	\$22,510.18
2029	\$23,185.48
2030	\$23,881.05
2031	\$24,597.48
2032	\$25,335.40
2033	\$26,095.46
2034	\$26,878.33
2035	\$27,684.68
2036	\$28,515.22
2037	\$29,370.67
2038	\$30,251.79
2039	\$31,159.35
2040	\$32,094.13
2041	\$33,056.95
2042	\$34,048.66
2043	\$35,070.12
2044	\$36,122.22
2045	\$37,205.89
2046	\$38,322.07
2047	\$39,471.73
2048	\$40,655.88
2049	\$41,875.56



MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF SEAFORD, DELAWARE
AND

ORG-

THE OFFICE OF INFORMATION SERVICES - TELECOMMUNICATIONS MANAGEMENT

THIS MEMORANDUM OF AGREEMENT made this 12th day of January, 1998, is made by and jointly between the City of Seaford, Delaware, hereinafter referred to as "AGENCY", and the Office of Information Services - Telecommunications Management, hereinafter referred to as "OTM". This Memorandum of Agreement shall be effective as of the date of its signing for an initial term of twenty-five (25) years. Thereafter, OTM shall have the option of entering into negotiations for a new Agreement with the AGENCY on substantially the same, but not necessarily identical, terms as set forth herein.

WHEREAS OTM has determined the need for an expanded/newly constructed communication tower site at the City of Seaford, Police Department property located on Virginia Avenue, Seaford, DE, in order to meet the requirements of the State of Delaware's Digital 800 MHz Statewide Trunked Radio System; and

WHEREAS OTM requests the approval of the AGENCY for the use of the property to construct the communication tower site, and

WHEREAS OTM and the AGENCY have agreed upon the terms of use for said site.

NOW, THEREFORE, BE IT RESOLVED that the AGENCY hereby grants approval to OTM to construct a communication tower site on the parcel of land illustrated in Exhibit A attached hereto (upon the completion of initial survey of said property) and made a part hereof and hereinafter referred to as the "PROPERTY".

FURTHER, that this Memorandum of Agreement is subject to the following mutually agreeable understandings, terms, and conditions.

1. OTM shall use and occupy the PROPERTY for the expansion/construction of a radio communications tower, emergency generator, equipment shelter, commercial power, access road and security lighting/fencing, etc., hereinafter referred to as "IMPROVEMENTS". OTM will make best efforts to complete the construction of all IMPROVEMENTS to the PROPERTY by April 30, 1998.
2. This resolution shall be without cost to the AGENCY for IMPROVEMENTS to the PROPERTY. It shall be the responsibility of OTM to construct the IMPROVEMENTS and make necessary repairs and/or restoration to the surrounding lands and PROPERTY, which may have been damaged by, said IMPROVEMENTS, at its sole cost and expense.

3. OTM agrees to take the lead responsibility for providing public information to the local community and government officials on all concerns and questions relating to the IMPROVEMENTS and ongoing operations. All questions and concerns may be directed to OTM at 302-739-9640.
4. It shall be the sole responsibility of OTM or its agent to operate (including paying all utility cost), maintain and repair the PROPERTY and IMPROVEMENTS after the date of this resolution. OTM agrees to keep the PROPERTY and IMPROVEMENTS from falling out of repair or deteriorating and shall keep the same in a condition comparable to surrounding lands and IMPROVEMENTS under the jurisdiction of the AGENCY.
5. The AGENCY grants to OTM, its clients, contractors, and employees the right to ingress to and egress from the PROPERTY subject to existing ordinances, easements, rights-of-way, and to such laws that may hereafter have application to said PROPERTY. OTM, its clients, contractors and employees will in no way interfere with the normal operation of the Seaford Police Department by blocking any areas of their parking lot or access to any accessory buildings owned by them, except with prior notification and permission from the AGENCY.
6. The AGENCY grants OTM the right to construct a temporary access road, at its own expense, as may be necessary, leading to the tower site to allow heavy equipment, such as cranes, cement trucks and equipment delivery trucks to have full access to the PROPERTY. The use of this road would be used for temporary access to facilitate, the construction of the tower, the delivery of the radio communications equipment and/or equipment shelter to the site.
7. OTM agrees to indemnify and hold harmless the AGENCY, its affiliates, officers, directors and employees from all damages, claims or liabilities resulting from or related to any OTM installation, maintenance and operation activity, OTM employee, contractor and subcontractor activity, and fault or failure of AGENCY's PROPERTY during installation, maintenance and operation.
8. The AGENCY agrees to indemnify and hold harmless OTM, its affiliates, officers, directors and employees from all damages, claims or liabilities resulting from or related to any AGENCY installation, maintenance and operation activity, AGENCY employee, contractor and subcontractor activity, and fault or failure of OTM's PROPERTY during installation, maintenance and operation.
9. The AGENCY understands and agrees that OTM is self-insured as to property insurance as an agency of the State of Delaware and as it shall relate to the use of the AGENCY property.
10. The AGENCY may share space on the tower structure and equipment shelter portion of the Communications facility described in this Agreement and located on its properties for the sole purpose of installing and operating the SVFD base station and antenna system and the SVFD UHF county wide paging system, provided SVFD is granted approval by the Federal Communications Commission for the re-locations of these systems to the OTM tower facility. Approval for the shared use is conditional, based on an engineering and interference study

showing no harmful interference will occur from the proposed shared use and that the proposed shared use will not impede the full operation of the 800 MHz Statewide Trunked Radio System or any other communications system which may be operating on the same tower by such use.

11. In the event that the property is no longer need by OTM for the radio system, OTM will remove the tower and support building and restore the site to a condition approved by the AGENCY. This could include but not limited to removal of all base material and the planting of grass or sod to restore to a natural state.
12. In exchange for the use of the land under the control of the AGENCY, OTM will provide 800 MHz radio equipment valued at an amount not to exceed \$275,000 for the exclusive use of the AGENCY's public safety users. Additionally, there will be no charge to the AGENCY for any communications services related to the use of the 800 MHz Statewide Radio System infrastructure, which may include system software and/or hardware upgrades, so long as the Delaware General Assembly provides continuation funding for the maintenance and upkeep of the radio infrastructure. Should the General Assembly stop funding the maintenance of the infrastructure the AGENCY agrees to participate with the other State Agencies in sharing the expense of maintaining the infrastructure for the common good of all its users.
13. Nothing contained herein shall preclude any future transfers of land between the two parties.
14. OTM shall neither transfer nor assign the Agreement or any of the demised property nor sublet the demised property or any part thereof, nor grant any interest, privilege or license whatsoever in connection with this Agreement, except as permitted by Item #15, below.
15. OTM is allowed to enter into lease agreements, as provided by House Bill 400, with private telecommunications companies to license space for communications facilities on the telecommunications towers constructed as part of the State 800 MHz Digital Trunked Radio System. Prior to entering into any tower leases, OTM will submit all lease agreements for tower space to the Seaford's City Council for their review and administrative approval. The request for approval will be based on technical specifications submitted for compliance with all City building codes and for structural soundness of the tower to support the additional antennas and compliance with the FCC guidelines for Human Exposure to RF Electromagnetic Fields
16. All of the terms and conditions of this Memorandum of Agreement shall be binding upon and shall inure to the benefit of successors, subtenants and assigns of the parties.
17. The laws of the State of Delaware shall govern this Memorandum of Agreement.
18. All notices hereunder must be in writing and shall be deemed valid if sent by certified mail, return receipt requested, addressed as follows (or any other address that the Party to be notified may have designated in writing to the sender by like notice):

OTM: State of Delaware
Office of Telecommunications Management
801 Silver Lake Blvd.
Dover, DE 19904-2460
Attn: Peter A. LaVenja, Director
Phone: 302-739-9640
Fax: 302-739-9642

AGENCY: The City of Seaford
Pine and King Street
Seaford, DE 19973
Attn: Dolores J. Slatcher,
City Manager
Phone: 302-629-9173
Fax: 302-629-9307

SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the parties have hereunto set heir hands and seals on the day and year aforesaid.

**STATE OF DELAWARE
OFFICE OF INFORMATION SERVICES,
TELECOMMUNICATIONS MGMT.**

Richard B. Levens
WITNESS

1/15/98
Date

Peter A. LaVenja
Peter A. LaVenja, Director

1/15/98
Date

THE CITY OF SEAFORD, DELAWARE

Judith B. Dunes
WITNESS

1/12/98
Date

Dolores J. Slatcher
Dolores J. Slatcher, City Manager

1/12/98
Date

11844
3/26/24

CONSENT TO ASSIGNMENT OF LEASE

THE CITY OF SEAFORD hereby consents to the foregoing Assignment of Lease between **SOROPTIMIST INTERNATIONAL OF SEAFORD, DELAWARE, INC.**, a Delaware corporation, as Assignor, and **CURIOSITY SERVICE FOUNDATION, INC.**, a Delaware corporation, as Assignee, as it relates to the Lease Agreement entered into on June 27, 2003, among **THE CITY OF SEAFORD**, as Landlord; and **SOROPTIMIST INTERNATIONAL OF SEAFORD, DELAWARE, INC.**, a Delaware corporation, and **SOROPTIMIST SERVICE FOUNDATION OF SEAFORD, DELAWARE, INC.**, a Delaware Corporation (now known as Curiosity Service Foundation, Inc.), collectively as Tenants, to lease certain real property located at 1100 Middleford Road, Seaford, Delaware.

In all other respects, the aforesaid Lease Agreement remains in full force and effect.

THE CITY OF SEAFORD

Date

By: _____ (SEAL)

Print Name: _____

Print Title: _____

STATE OF DELAWARE)

) SS:

SUSSEX COUNTY)

BE IT REMEMBERED, that on, _____, 2024, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, _____ of the City of Seaford, known to me personally to be such and acknowledged this Consent to be their act and deed on behalf of the said City.

Notary Public

My Commission Expires: _____

ASSIGNMENT OF LEASE

This Assignment of Lease is made and entered into by and between:

SOROPTIMIST INTERNATIONAL OF SEAFORD, DELAWARE, INC., a Delaware corporation (hereinafter "Assignor"),

and

CURIOSITY SERVICE FOUNDATION, INC., a Delaware corporation (hereinafter "Assignee").

WHEREAS, on June 27, 2003, Assignor and **SOROPTIMIST SERVICE FOUNDATION OF SEAFORD, DELAWARE, INC.**, a Delaware Corporation, collectively as Tenants, entered into a Lease Agreement with the City of Seaford, Delaware, as Landlord, to lease certain real property located at 1100 Middleford Road, Seaford, Delaware (the "Lease Agreement").

WHEREAS, on May 5, 2003, **SOROPTIMIST SERVICE FOUNDATION OF SEAFORD, DELAWARE, INC.** changed its name to **CURIOSITY SERVICE FOUNDATION, INC.** by filing a Certificate of Amendment of Certificate of Incorporation with the State of Delaware Secretary of State, Division of Corporations.

WHEREAS, Assignor no longer desires to be a Tenant under the Lease Agreement and Assignee wishes to be the sole Tenant thereunder.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignor hereby assigns, transfers, and sets over all of its rights and obligations pursuant to the Lease Agreement, including any and all renewals or extensions thereof, unto Assignee.
2. Assignee hereby accepts assignment of Assignor's interest in the Lease Agreement and agrees to comply with all of the rights and obligations of Assignor thereunder.
3. In all other respects, the aforesaid Lease Agreement remains in full force and effect.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Lease to be executed and its seal to be affixed hereto on _____, 2024.

Assignor:

**SOROPTIMIST INTERNATIONAL OF
SEAFORD, DELAWARE, INC.,** a Delaware
Corporation

By: _____ (SEAL)
Cristine Layton, President

STATE OF DELAWARE)
) SS:
SUSSEX COUNTY)

BE IT REMEMBERED, that on, _____, 2024 personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, Cristine Layton, President of Soroptimist International of Seaford, Delaware, Inc., a Delaware corporation, party to this Instrument, known to me personally to be such and acknowledged this to be her act and deed on behalf of said corporation.

Notary Public
My Commission Expires: _____

- 3 -

COPY

LEASE AGREEMENT

THIS LEASE made this 27th day of JUNE, 2003, by and between THE CITY OF SEAFORD and Soroptimist Service Foundation of Seaford, Delaware, Inc. and Soroptimist International of Seaford, Delaware, Inc.

WITNESSETH:

1 PREMISES AND TITLE

- 1.1 That for and in consideration of the payment of the rental and performance of the covenants and agreements hereinafter set forth, Landlord leases to Tenant, and Tenant accepts from Landlord, that certain real property described as follows:
- 1.2 1100 Middleford Road, Seaford, Sussex County, Delaware containing 7,142 square feet of floor area including use of the parking lot. The unit is to be retrofitted by Tenant. Tenant may share the use of the additional parking in the rear.
- 1.3 Landlord warrants that it has title to the Leased Premises and that they have the right to lease the same for the term of this Lease. Landlord covenants that Tenant will be given lifetime use of the building for as long as it is used solely for the purpose of the Nellie G. Allen Curiosity Shop. The terms are on the basis of the Tenant having invested \$482,964 in this building for its use without hindrance on the part of the Landlord or any party claiming by, through or under it, for the term of this Lease and Landlord further warrants that it shall defend Tenant in such peaceful and quiet use, and enjoyment and possession of the Leased Premises against any such claim.

2 TERM

- 2.1 The term of this Lease shall be for fifty years (50) provided it is used solely as the Nellie G. Allen Curiosity Shop commencing on/or before January 1, 2003.

3 RENTAL

It is understood that the Tenant will have made an initial investment of \$482,964 in the building. Therefore this Tenant will be granted a term of fifty years (50) right for its use.

4 USE OF LEASED PREMISES

4.1 The Leased Premises shall be used and occupied by Tenant for the purposes of retail space, and for other functions as are incidental to such uses.

4.2 Landlord shall provide lighting for the parking area.

4.3 Tenant shall observe and comply with all orders or directives of the appropriate authorities pertaining to the manner in which Tenant uses the Leased Premises.

4.4 Landlord warrants that there is no restriction, conditions, or covenants in the chain of title to the Leased Premises, nor is there any zoning ordinances or other municipal or governmental statute, action, law or regulation, impending, limiting or prohibiting the use of the Leased Premises by Tenant for the purposes described in Paragraph 4.1.

4.5 Landlord and Tenant agree that the premises will be used for retail space and will allow no activities in the building that would normally be thought of as "industrial or manufacturing uses or any residential use."

4.6 The unit entrance, windows, etc., will be kept in such a manner as to reflect the professional decorum as determined by landlord. Trucks, vans and other similar service vehicles are to be parked to the rear of the building or in any other area designated by the Landlord. The purpose of this paragraph is to ensure the maintenance of a professional facility of the highest caliber.

5 TAXES AND ASSESSMENTS

- 5.1 Landlord shall promptly pay all taxes, assessments, duties, impositions, burdens and tax/assessment charges whatsoever, levied, assessed, charged or imposed by the appropriate authorities upon the Leased Premises.

6 UTILITIES AND SNOW REMOVAL

- 6.1 Landlord shall, at its expense, furnish and make available to the Leased Premises water and sewer hookup services and all necessary utility services and provide equipment for heat, air conditioning and electric services. Any additional capacity for heat, air conditioning, electric, water and sewer over and above the normal services available in the premises on the date of commencement of lease shall be provided by Tenant who shall bear the full responsibility for payment for said services and additional equipment.
- 6.2 Tenant shall pay all charges for fuel, gas, electricity, water and sewer used by it on the premises during the term of this lease and all extension thereof.
- 6.3 Tenant shall pay for the installation and utilization of its telephone service, cable TV service, and computer wiring if such wiring is desired.
- 6.4 Tenant shall be responsible for the removal of snow for the Leased Premises and agrees to pay the customary fee for this service.
- 6.5 Tenant shall be responsible for maintenance of the lawn, shrubs, trees, etc. and shall pay for same.
- 6.6 Tenant shall be responsible for their trash service. Dumpsters shall be located in the designated pad site. Tenant shall install landscape screening around the dumpsters as a buffer to the park and major roadways.

7 SIGNS

- 7.1 Tenant shall provide identifying signage on the front door of the unit that will be tasteful, in accord with the decorum of the professional facility. Any changes in the signage after the initial installation is also the responsibility of tenant.

8 ALTERATIONS, REPLACEMENTS AND IMPROVEMENTS

- 8.1 Tenant may make any alterations, additions, or improvements to the Leased Premises reasonably necessary to facilitate the operation of its business as described in Paragraph 4.1 with the prior written consent of Landlord, which consent shall not be unreasonably withheld.
- 8.2 Any such alterations, additions, or improvements, unless expressly agreed otherwise, may be removed by Tenant at any time, provided that Tenant shall repair any damage to the Leased Premises caused by such removal.
- 8.3 Landlord intends in the future to make additions to the structure for the purpose of restroom facilities and a concession stand to service Soroptmist Park. The tenant may experience some noise, dust, and/or interruption to their normal activities during construction.

9 REPAIR AND MAINTENANCE

- 9.1 The Tenant shall have all mechanical equipment and systems in good order, condition and repair to the satisfaction of Landlord prior to the commencement date of this Lease.
- 9.2 Tenant shall, at its expense, maintain the Leased Premises in good order, repair and condition and will make all necessary repairs and replacements, without limitation, the structure, site improvements, exterior walls, gutters, roof, exterior plumbing, water system and sanitary sewer system.

9.3 The Tenant shall keep, maintain and repair at its expense all interior portions of the building, including structural portions, and keep the plumbing, electrical, lighting, heating and air conditioning systems in repair.

9.4 Upon the expiration of this Lease, Tenant shall surrender the Leased Premises in the same condition, as the same existed on the commencement date, reasonable wear and tear damage by unavoidable casualty excepted.

10 CASUALTY INSURANCE

10.1 During the term of this Lease, Landlord shall maintain, at its expense, an "All Risk" form of insurance in full force and effect on the building located on the Leased premises insuring the same against loss or damage by fire, water, wind, the elements, unavoidable accident and any other causes included under said form of insurance. Tenant is to maintain its own insurance for its equipment and goods, workmen compensation for employees, and liability insurance naming City of Seaford and holding harmless for any injuries, which may occur on this property.

11 PUBLIC LIABILITY INSURANCE

11.1 During the term of this Lease, Tenant shall maintain insurance against public liability for personal injury or death or damage to property occurring in the premises arising out of the use and occupancy thereof by Tenant. Such insurance shall be with minimum limits of \$500,00/\$1,000,000 for personal injury or death and \$100,000 for property damage. Tenant shall provide landlord an insurance certificate at the beginning of the lease term and thereafter at lease once a year or on demand by Landlord.

12 FIRE OR OTHER CASUALTY

12.1 If any or all of the improvements located on the Leased Premises are damaged then the rights of the parties shall be determined as follows:

12.2 If less than all of the improved area of the Leased Premises is destroyed and the extent of the damage is such extent and with substantially the same efficiency as before the occurrence of the damage, Landlord shall, at its expense, and as promptly as possible, repair said damage and restore the Leased Premises to its condition prior to the damage. If all of the improved area of the Leased Premises is destroyed or the extent of the damage is such that Tenant is prevented from conducting its business on the Leased Premises to substantially the same extent and with substantially the same efficiency as before the occurrence of the damage, then Tenant shall have the option to either terminate this Lease or to require Landlord to make such repairs and improvements as shall be necessary to restore the Leased Premises so as to permit Tenant to carry on its business to substantially the same extent and with substantially the same efficiency as before the occurrence of the damage. Such option shall be exercised by Tenant's written notice to Landlord within ten days after the date of which the damage occurred. If the election is (1) To require Landlord to restore the Leased Premises, such restoration shall be completed by Landlord, at its expense, as promptly as reasonably possible (due allowance being made for the time taken for the settlement of insurance claims,) or (2) Tenant may given written notice to terminate the Lease and it shall be null and void with no further obligations, rights or duties surviving between the parties hereto except as otherwise specifically provided for herein.

13 ASSIGNMENT OR SUBLEASE

13.1 Tenant shall not have the right to assign this Lease or sublet the Leased Premises or any part thereof upon.

14 ACCESS TO LEASED PREMISES

14.1 Landlord shall have the right to enter the Leased premises at all reasonable hours for

emergencies or for the purpose of assisting with any repairs, alterations, additions or improvements to the Leased Premises. All such repairs, alterations, additions, and improvements shall be done in a manner so as not to unreasonably interfere with Tenant's use of the Leased Premises. Landlord reserves its rights for periodic inspection of property and to advise Tenant of any needed repairs.

15 DEFAULT BY TENANT

15.1 The following shall be deemed a default by Tenant under the terms of this Lease ("Event of Default"):

15.2 The failure by Tenant to perform any other of the terms, conditions, or covenants of this Lease to be observed or performed by Tenant for more than thirty days after written notice from Landlord of such default, unless such default is of a nature that it cannot practically be cured within such thirty day period and Tenant is proceeding with due diligence to cure such default;

15.2.1 The making by Tenant of an assignment for the benefit of creditors;

15.3 Upon the occurrence of an Event of Default, Landlord shall have the immediate right of re-entry and possession of the Leased Premises, which such right shall remain continuous until such time as Tenant shall have cured such Event of Default.

Notwithstanding such re-entry and possession of the Leased Premises by Landlord, Tenant shall remain liable for all expenses that the Landlord may incur in re-entering the Leased Premises and repairing and maintaining the same.

15.4 Additionally, upon the occurrence of any Event of Default, Landlord shall have the right to terminate this Lease by written notice of such intention to Tenant. Tenant shall remain liable, however, for the performance of all terms, conditions, covenants, and agreements relating to matters prior to the date of such termination.

16 WAIVER

- 16.1** The failure of either party to insist in any one or more instances upon a strict performance of any covenant of this Lease or the waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver or relinquishment of such term, covenant, or condition or any subsequent breach of same or any other term, covenant or condition herein contained. No covenant, term or condition of this Lease shall be deemed to have been waived by either party unless waived by written instrument.

17 SURRENDER OF POSSESSION AND HOLDING OVER

- 17.1** Tenant will surrender possession of the premises to Landlord at the expiration or prior termination of this Lease, unless the term has been extended.

17.2 MISCELLANEOUS PROVISIONS

- 17.3** Notices required to be given hereunder by either party to the other may be either personally delivered or sent by registered mail properly addressed and prepaid, to the following address of the parties. **Landlord: City of Seaford, Attn: City Manager, PO Box 1100, Seaford, Delaware 19973. Tenant: Soroptimist International of Seaford, Delaware, Inc. , PO Box 826, Seaford, Delaware 19973** or other address as the Landlord and - 8 -LEASE AGREEMENTdraft # 4 sorptimist10803Tenant shall advise each other in writing.

- 17.4** No change or modification of this Lease shall be valid unless the same is in writing and signed by both parties.

- 17.5** The terms and provisions of this Lease are to the benefit of and binding upon the respective heirs, executors, administrators, successors, and assigns of Landlord and Tenant.

IN WITNESS WHEREOF, the parties hereto have executed and sealed this Lease as of the day and year first above written.

ATTEST:

L. O. E. J. Hatcher

LANDLORD:

David B. Shaw

City of Seaford

Date

6/27/03

TENANT:

Reggie M. Hensley

Michelle L. Pro

WITNESS

Christine Vanderschuer

WITNESS

Linda H. Hollie

MEMORANDUM

NA#5
3/26/24

TO: Mayor and City Council
FR: Charles Anderson, City Manager
RE: Proposed Board of Elections Appointment
DT: March 13, 2024

Please accept my recommendation to appoint the following Seaford resident to replace, Mr. Earl Wright, as a member of the Board of Elections, for the remainder of the one-year term, to expire on February 13, 2025.

Board of Elections

Sharon Drugash – 717 W Ivy Drive

Should you have any additional questions please contact me. Thank you.

MEMORANDUM

NB#6
3/26/22

TO: Mayor & City Council

FR: Charles Anderson, City Manager

RE: Bids – Kiwanis Park Memorial Renovations.

DT: March 20, 2024

The city received one (1) bid for the above referenced project. Please see the below table:

Bidder	Total
The Whayland Company, LLC	\$74,700.00

It is my recommendation to award the bid for the Kiwanis Park Memorial Renovations to The Whayland Company, LLC., in the amount of \$74,700.00, with \$61,957.00 of the total cost to be funded by Community Transportation Funds (CTF), provided by Representative Short. Additionally, the City Council agreed to fund \$20,000 of this improvement at the February 13, 2024 regular meeting.

The Whayland Company has performed work for the City of Seaford in the past with good success.

Please contact me should you have any questions.