

**REGULAR MEETING OF WILMINGTON CITY COUNCIL
APRIL 4, 2019 @ 6:30 P.M.**

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

AGENDA

- I. Call to Order**
 - Prayer**
 - Pledge of Allegiance**
 - Roll Call**

- II. Approval of Minutes**

- III. Committee Reports**

- IV. Acceptance of Treasurer's Report**

- V. Non-Legislative Business**

All Council	Sympathy Janiya Monae Henry
All Council	Sympathy Christian Coffield
Guy	Sympathy Marcus Arnold Carroll, Sr.
Harlee	Recognize Beverly Bell
Oliver	Sympathy George W. Poindexter
Oliver	Recognize Kim Long
Shabazz	Sympathy Avery Fitzgerald
Williams	Sympathy Jeffrey Sywy
Williams	Recognize the Department of Public Works Sanitation Employees

VI. Legislative Business

OLIVER

#4633 An Ordinance to Authorize the City to Enter into an Assignment and Assumption of a Multi-Year Lease between Leased Access Preservation Association Inc. and Lancaster Associates LLC **(1st & 2nd Reading)**

Synopsis: *This Ordinance is being presented by City Council for Council's review and approval. This Ordinance authorizes the City to enter into an assignment and assumption of a multi-year lease between Leased Access Preservation Association Inc. and Lancaster Associates LLC for 2801 Suite 1 Lancaster Avenue, Wilmington, Delaware.*

SHABAZZ (Harlee presenting on behalf of Shabazz)

#4634 A Resolution Calling Upon the Delaware General Assembly to Enact Legislation Requiring a Full-time Mental Health Counselor on Staff at Every Elementary and Middle School

Synopsis: *This Resolution is being presented by City Council for Council's review and approval. This Resolution calls upon the Delaware General Assembly to enact legislation employing research-based best practice ratios of school counselors, school psychologists, school social worker, and ratios of students to school counselors and school psychologists far exceed national best practices. As youth spend a large amount of time in school settings, it is imperative that state and local policies prioritize the use of school-based mental health interventions, services and personnel to ensure all children, youth and their families can reach their fullest potential.*

HARLEE

#4621 Ord. 19-005 Approve the Removal of a Portion of Ball Place from the Official City Map (3rd & Final Reading)

Synopsis: *This Ordinance is being presented by the Administration for Council's review and approval. This Ordinance authorizes the removal of a ten foot by forty-seven foot portion of Ball Place from the Official City Map.*

#4635 A Resolution Approving the Department of Parks and Recreation's Grant Application to the Laffey-McHugh Foundation for the 2019 Youth Career Development Program

Synopsis: *This Resolution is being presented by the Administration for Council's review and approval. This Resolution authorizes the Department of Parks and Recreation's application for a grant from the Laffey-McHugh Foundation in the amount of \$10,000.00. The funds would be used to provide training and technical assistance for the City's 2019 Summer Youth Career Development Program. No local matching funds are required.*

#4636 A Resolution Approving the Department of Parks and Recreation's Grant Application to the State of Delaware for the 2019 Summer Food Service Program

Synopsis: *This Resolution is being presented by the Administration for Council's review and approval. This Resolution authorizes the Department of Parks and Recreation's application for a grant from the Delaware Department of Education in the amount of \$945,912.00. The funds would be used to provide meal service for the City's 2019 Summer Food Service Program. No local matching funds are required.*

TURNER

Rev. 1

#4616 Sub. 1 Ord. 19-002 To Enact Certain Parking Regulations (**3rd & Final Reading**)

Synopsis: *This Ordinance is being presented by the Administration for Council's review and approval. This Ordinance approves various parking regulations in the City.*

#4637 A Resolution to Reappoint Jereline Coleman and to Appoint Buck Simperts and Jeffrey Flynn to the Wilmington Parking Authority Board

Synopsis: *This Resolution is being presented by the Administration for Council's review and approval. This Resolution confirms Mayor Michael S. Purzycki's reappointment of Jereline H. Coleman and his appointment of Buck Simperts and Jeffrey Flynn to the Board of Directors of the Wilmington Parking Authority for terms expiring June 30, 2023, June 30, 2021, and June 30, 2024, respectively.*

#4638 A Resolution Urging the Delaware General Assembly to Adopt Policies Enhancing Delaware's Long-term Natural Resource Stewardship and Protection of Waterways

Synopsis: *This Resolution is being presented by City Council for Council's review and approval. The human right to water and to sanitation constitutes the right of every individual, without discrimination, to sufficient, safe, acceptable, accessible and affordable water and sanitation for personal use. This Resolution urges the Delaware General Assembly to enact legislation addressing ways to enhance water resource management, utilization and ecosystem restoration, affirming Delaware's commitment to ensuring affordable, accessible, acceptable and safe water sufficient to protect the health and dignity of Delaware residents.*

SHABAZZ (McCoy presenting on behalf of Shabazz)

#4639 A Resolution in Support of the Delaware State Senate Bill 25 to Raise the Tobacco and Tobacco Substitute Purchasing Age from 18 Years Old to 21 Years Old

Synopsis: *This Resolution is being presented by City Council for Council's review and approval. This Resolution encourages and supports the Delaware General Assembly in enacting legislation to raise the tobacco purchasing age from 18 years old to 21 years old.*

FREEL#4640 An Ordinance to Authorize a Multi-year Amendment to Contract 18022DFPS (Printing and Mailing Services) between the City of Wilmington and Mailroom Systems, Inc. (**1st & 2nd Reading**)

Synopsis: *This Ordinance is being presented by the Administration for Council’s review and approval. This Ordinance authorizes the City to enter into a multi-year amendment to Contract 18022DFPS for printing and mailing services with Mailroom Systems, Inc. (the “Contract”), which increases the quantities under the Contract from a maximum of 300,000 items per year to a maximum of 600,000 items per year, thereby increasing the maximum estimated annual price of the Contract to \$251,100.00 and the maximum estimated total price of the Contract to \$391,137.00, with the possibility of two (2) additional extensions of one (1) year thereafter at the same maximum estimated annual price of \$251,100.00.*

#4641 A Resolution Approving a Lease of a Portion of Kirkwood Park to New Castle County Vocational Technical School District (Howard High School of Technology) for the Installation of a Turf Practice Field

Synopsis: *This Resolution is being presented by the Administration for Council’s review and approval. This Resolution approves a lease of a portion of Kirkwood Park to New Castle County Vocational Technical School District (Howard High School of Technology) for the installation of a turf practice field.*

DIXON

#4642 A Resolution Approving a Grant Application to and the Acceptance of Grant Funds from JPMorgan Chase Foundation in Support of the West Center City Neighborhood Stabilization Plan

Synopsis: *This Resolution is being presented by the Administration for Council’s review and approval. This Resolution authorizes the Department of Real Estate and Housing grant application to and acceptance of grant funds from JPMorgan Chase Foundation in the amount of \$200,000. The funds will be used to support the West Center City Neighborhood Stabilization Plan. There is no negative fiscal impact to the City by accepting this grant and no matching funds required.*

GUY

#4643 A Resolution Declaring the Property Known as 1814 Gilpin Avenue to be Surplus and Approving the Property for Disposition to the Wilmington Firefighter’s Association, Local 1590

Synopsis: *This Resolution is being presented by City Council for Council’s review and approval. This Resolution declares properties known as 1814 Gilpin Avenue, Wilmington, Delaware to be surplus and approves the property for disposition to the Wilmington Firefighter’s Association, Local 1590.*

VII. Petitions and Communications

VIII. Adjournment

AN ORDINANCE TO AUTHORIZE THE CITY TO ENTER INTO AN ASSIGNMENT AND ASSUMPTION OF A MULTI-YEAR LEASE BETWEEN LEASED ACCESS PRESERVATION ASSOCIATION INC. AND LANCASTER ASSOCIATES LLC

#4633

Sponsor:

Council
Member
Oliver

WHEREAS, pursuant to Sections 2-308 and 8-200 of the City Charter, City Council may, by ordinance, authorize the leasing of real estate for a period of more than one year; and

WHEREAS, Leased Access Preservation Association, Inc. (“LAPA”) and the City entered into the Public Access and Leased Access Management Agreement (the “Agreement”) on March 24, 2014 whereby LAPA served as the third-party operator of the Access Channel; and

WHEREAS, LAPA and Lancaster Associates LLC (the “Landlord”) entered into a lease on December 17, 2013 (the “Lease”), for the lease of the property known as 2801 Lancaster Avenue, Suite 1, Wilmington, Delaware 19805 (the “Studio”), which is the location where LAPA operated the Access Channel; and

WHEREAS, the Lease between LAPA and the Landlord was for a term of three years commencing on April 1, 2014 and ending on March 31, 2017; and

WHEREAS, LAPA and the Landlord entered into an amendment to the Lease (the “Amendment”) on April 3, 2017, extending the term of the Lease an additional five (5) years commencing on April 1, 2017 and ending on March 31, 2022; and

WHEREAS, there are currently three (3) years remaining on the Lease with the option to renew the Lease for an additional five (5) years; and

WHEREAS, the Agreement between the City and LAPA ended on March 31, 2019; and

WHEREAS, in 2019, the City publicly advertised a request for proposals (“RFP”), in accordance with the requirements of Section 8-200 of the City Charter, to operate the Access

Channel and maintain the Studio; and

WHEREAS, DETV Foundation, Incorporated (“DETV”) was selected by the RFP process as the new manager and operator of the Access Channel; and

WHEREAS, LAPA’S Lease with the Landlord for the Studio was longer than its Agreement with the City to operate the Studio; and

WHEREAS, LAPA desires to assign the remaining term of the Lease to the City and the City desires to accept the assignment of the Lease from LAPA; and

WHEREAS, the Lease assignment is for a period of three (3) years from April 1, 2019 through March 31, 2022, at a price of eighty thousand, four hundred dollars (\$80,400.00) per year, for a total price of two hundred forty-one thousand, two hundred dollars (\$241,200.00), with the possibility of one (1) extension for an additional term of five (5) years, at the option of the City, subject to budget appropriations; and

WHEREAS, it is the recommendation of the City Council that the City enter into an assignment and assumption of the Lease (the “Assignment and Assumption of Lease”).

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

SECTION 1. The Assignment and Assumption of Lease between the City, Leased Access Preservation Association Inc. and Lancaster Associates LLC, a copy of which, in substantial form, is attached hereto as “Exhibit A”, for the period from April 1, 2019 through March 31, 2022, as a price of eighty thousand, four hundred dollars (\$80,400.00) per year for a total price of two hundred forty-one thousand, two hundred dollars (\$241,200.00), with the possibility of one (1) extension for an additional term of five (5) years, is hereby approved, and the City is hereby authorized and directed to execute as many copies of the Assignment

and Assumption of Lease, as well as all additional undertakings related thereto, as may be necessary.

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

First Reading.....April 4, 2019
Second Reading.....April 4, 2019
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2019.

Mayor

SYNOPSIS: This Ordinance authorizes the City to enter into an assignment and assumption of a multi-year lease between Leased Access Preservation Association Inc. and Lancaster Associates LLC for 2801 Lancaster Avenue, Suite 1, Wilmington, Delaware.

FISCAL IMPACT: The fiscal impact of this Ordinance is a lease for the period from April 1, 2019 through March 31, 2022, at a price of eighty thousand, four hundred dollars (\$80,400.00) per year for a total price of two hundred forty-one thousand, two hundred dollars (\$241,200.00), with the possibility of one (1) extension for an additional term of five (5) years.

EXHIBIT A

ASSIGNMENT AND ASSUMPTION OF LEASE

This **ASSIGNMENT AND ASSUMPTION OF LEASE** is made this _____ (____) day of _____, 20____, by and between **Leased Access Preservation Association Inc.** (hereinafter called Assignor”), the **City of Wilmington, Delaware**, a municipal corporation (hereinafter called “Assignee”), and **Lancaster Associates LLC**, a Delaware Limited Liability Company (hereinafter called “Landlord”).

WHEREAS, Assignor and Landlord entered into a lease agreement on December 17, 2013 (the “Lease”), attached hereto as “Attachment A”, for the lease of the property known as 2801 Suite 1 Lancaster Avenue, Wilmington, Delaware 19805 for a term of three years commencing on April 1, 2014 and ending on March 31, 2017;

WHEREAS, Assignor and Landlord entered into an agreement on April 3, 2017, attached hereto as “Attachment B”, to amend the Lease by extending the term of the Lease an additional five (5) years commencing on April 1, 2017 and ending on March 31, 2022;

WHEREAS, there are three (3) years remaining on the Lease with the option to renew the Lease for an additional five (5) years; and

WHEREAS, Assignor desires to assign the Lease to Assignee, and Assignee desires to accept the assignment of the Lease from Assignor, all in accordance with the terms hereof. Landlord consents to the assignment of the Lease dated _____ for _____ from Assignor to Assignee for the purposes set forth herein.

WHEREAS, Assignor and Landlord acknowledge that this agreement is subject to approval by City Council, pursuant to Section 2-513 of the Charter for the City of Wilmington. Absent approval by City Council by Ordinance, this agreement is null and void.

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

SECTION 1 ASSIGNMENT

Assignor, for and in consideration of the payment of the Rent (as such term is defined in the Lease) and other amounts due under the Lease by Assignee and the performance of the covenants under the Lease by the Assignee after the date hereof, does hereby grant and assign unto Assignee all its (Assignor’s) right, title, and interest in and to the Lease and the Premises for the remaining term of the Lease (including any options or renewals thereof). Landlord will return Assignor’s security deposit in the amount of \$5,000.00 within 30 days of execution of this agreement. Landlord further agrees that Assignee shall be responsible for paying a \$5,000.00 security deposit within two weeks of final approval of this agreement by City Council.

Assignor acknowledges and agrees, for the benefit of Landlord and Landlord’s successors-in-interest, that Assignor has not been relieved of any of his obligations under the Lease. Notwithstanding the foregoing and/or anything in the Lease to the contrary, it is agreed that Assignor shall remain liable for the performance and observance of the covenants and conditions that accrue under the Lease through the date of execution hereof and shall be relieved from

any liability that accrues under the Lease upon receipt of approval by City Council, pursuant to Section 2-513 of the Charter for the City of Wilmington.

SECTION 2
PERFORMANCE OF LEASE COVENANTS AND CONDITIONS

From and after the date hereof, Assignee hereby covenants and agrees, for the benefit of Landlord and Landlord's successors-in-interest, to perform all of Assignor's duties and obligations required under the terms, covenants and conditions of the Lease, arising from and after the date hereof, Assignee shall make all payments of Rent and Additional Rents and/or scheduled Payments due under the Lease from and after the date hereof in accordance with the terms of the Lease and shall send the same directly to Landlord as provided in the Lease, and/or modifications or changes thereof both prior to and subsequent to the assignment.

SECTION 3
INDEMNIFICATION

Assignee does hereby indemnify and hold Assignor harmless from and against any loss, claim, damage, or expense, including reasonable attorney fees, which assignor may suffer, incur, or expend, arising out of any failure on the part of the Assignee to perform fully its obligations hereunder after the date hereof. Assignor does hereby indemnify and hold Assignee harmless from and against any loss, claim, damage, or expense, including reasonable attorney fees, which Assignee may suffer, incur or expend, arising out of any failure on the part of Assignor to perform fully its obligations hereunder prior to the date hereof.

SECTION 4
LANDLORD'S CONSENT

Landlord, in consideration of the undertakings of the parties herein, hereby consents to the assignment of the Lease from Assignor to Assignee as set forth herein.

SECTION 5
REPRESENTATION OF ASSIGNOR AND LANDLORD

Assignor hereby warrants, represents and covenants to Assignee as follows.

- (a) The Lease will be valid and in full force and effect as noted in SECTIONS 1 and 2 above inclusive of all amendments and/or modifications.
- (b) Other than what is attached and made part of said lease prior to the date hereof, Assignor has not previously assigned or sublet the Premises or any parts thereof or entered into any agreement permitting any person or entity to use or occupy any portion of the Premises.
- (c) Assignor is not a debtor in a bankruptcy proceeding and is not the subject of any state insolvency proceeding.
- (d) There exists no default under the Lease on the part of Landlord.

Landlord hereby warrants, represents, and covenants to Assignee as follows:

- (a) To the best of Landlord's knowledge and belief, without investigation, the Lease will be valid and in full force and effect.
- (b) Landlord has not approved any assignment or subletting of the Premises or any portion thereof other than to Assignee.
- (c) Landlord is not a debtor in a bankruptcy proceeding and is not the subject of any state insolvency proceeding.
- (d) To the best of Landlord's knowledge and belief, without investigation, there exists no default under the Lease on the part of the Assignor that has not been waived as part of this Assignment.

**SECTION 6
USE**

The Assignee will conform to the use of the premises as granted in the Lease Agreement.

**SECTION 7
NOTICE**

For all purposes in the Lease, proper notice shall be deemed given to "Tenant" under the Lease if sent to:

Hanifa Shabazz
Louis L. Redding City/County Building
800 N. French St. 9th Floor
Wilmington, DE 19801

**SECTION 8
SUCCESSORS**

This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their personal representatives, and successors.

**SECTION 9
APPLICABLE LAW**

This Assignment shall be interpreted and construed in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the parties have caused this Assignment and Assumption of Lease to be properly executed under seal as of the day and year first above written.

ATTEST/WITNESS

ASSIGNOR: Leased Access Preservation Association Inc.

Date

ATTEST/WITNESS

ASSIGNEE: City of Wilmington

Date

ATTEST/WITNESS

LANDLORD: Lancaster Associates LLC

Date

Robert Stella
Managing Member
Lancaster Associates LLC
2126 W. Newport Pike
Suite 200
Wilmington, DE 19804

ATTACHMENT A

TENANT: Leased Access Preservation Association Inc. (LAPA)

TERM: 3 years

DATE: Decembr 17, 2013

LEASE COMMENCEMENT: April 1, 2014

Recommended Form of
SHOPPING CENTER LEASE
International Council of Shopping Centers, Inc.

Prepared For
FINANCIAL & CONSULTING SERVICES, INC.
2126 W. Newport Pike, Suite 200
Wilmington, DE 19804

RULES AND REGULATIONS

TENANT AGREES AS FOLLOWS:

- 1.) All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances, designated for such purpose by owner.
- 2.) The delivery of shopping of merchandise, supplies and fixtures to and from the leased premises shall be subject to such rules and regulations as in the judgment of Owner, are necessary for the proper operation of the leased premises or Shopping Center.
- 3.) All garbage and refuse shall be kept in the kind of container specified by Owner, and shall be placed outside of the premises prepared for collection in the manner and at the times and places specified by Owner. If Owner shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. Tenant shall pay the cost of removal of any of Tenant's refuse or rubbish.
- 4.) No radio or television or other similar device shall be installed without first obtaining in each instance Owner's consent in writing. No aerial shall be erected on the roof or exterior walls of the premises, or on the grounds, without in each instance, the written consent of Owner. Any aerial so installed without such written consent shall be subject to removal without notice at any time.
- 5.) No loud speakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the premises without the prior written consent of Owner.
- 6.) If the leased premises are equipped with heating facilities separate from those in the remainder of the Shopping Center, Tenant shall keep the leased premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.
- 7.) The outside areas immediately adjoining the premises shall be kept clean free from snow, ice dirt and rubbish by Tenant to the satisfaction of Owner, and Tenant shall not place or permit any obstructions or merchandise in such areas.
- 8.) Tenant and Tenant's employees shall park their cars only in those portions of the parking area designated for that purpose by Owner, Tenant shall furnish Owner with State automobile license numbers assigned to Tenant's car or cars, and cars of Tenant's employees, within five (5) days after such changes occur. In the event that Tenant or its employees fail to park their cars in designated parking areas as aforesaid, then Owner at its option shall charge Tenant Ten Dollars (\$10.00) per day per car parked in any area other than those designated, as and for liquidated damage.
- 9.) The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from a violation of this provision shall be borne by Tenant, who shall, or whose employees, agents or invitee shall have caused it.
- 10.) Tenant shall use at Tenant's cost such pest extermination contractor as Owner may direct and at such intervals as Owner may require.
- 11.) Tenant shall not burn any trash or garbage of any kind in or about the leased premises, the Shopping Center, or within one mile of the outside property lines of the Shopping Center.

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THIS INDENTURE OF LEASE, made on this 17th, day of December, 2013 by Lancaster Associates L.L.C., herein called "Owner" and "Leased Access Preservation Association Inc. (a 501(c) (3) (a Non-Profit Corporation)", herein called "Tenant".

WITNESSETH:
ARTICLE I
GRANT AND TERM

Section 1.01 LEASED PREMISES.

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Tenant to be observed and performed, the Owner demises and leases to the Tenant and Tenant rents from Owner, those certain premises, "AS/IS" "WHERE/IS", now or hereafter to be erected in the Westside Plaza Shopping Center (herein called the "Shopping Center") in Wilmington (City), New Castle (County), Delaware (State), which premises consists of a store having exterior measurements of approximately 6,000 sq. ft. known as 2801 Suite I Lancaster Avenue, Wilmington, Delaware, 19805. Said square footage shall be equal to 19% of the total square feet of the subject Shopping Center.

Section 1.02 USE OF ADDITIONAL AREAS.

The use and occupation by the Tenant of the leased premises shall include the use in common with others entitled thereto of the common areas, employees' parking areas, service roads, loading facilities, sidewalks and customer car parking areas, the owner, subject however to other terms and conditions of this Agreement and to reasonable rules and regulations for the use thereof as prescribed from time to time by the Owner.

Section 1.03 COMMENCEMENT AND ENDING DATE OF TERM.

The term of this Lease and Tenant's obligation to pay rent hereunder shall commence on April 1, 2014. The term of this lease shall be Three (3) years and shall end on the last day of March, 2017, as said term "Lease Year" is hereinafter defined.

Section 1.04 LEASE YEAR DEFINED.

The term "Lease Year" as used herein shall mean a period of twelve consecutive full calendar months. The first Lease year shall begin on the date of commencement of the term hereof if the date of commencement of the term hereof shall occur on the first day of a calendar month; if not, then the first Lease year shall commence upon the first day of the calendar month next following the date of commencement of the term hereof. Each succeeding Lease year shall commence upon the anniversary date of the first Lease year.

Section 1.05 FAILURE OF TENANT TO OPEN. N/A

Section 1.06 EXCUSE OF OWNER'S PERFORMANCE.

Anything in this agreement to the contrary notwithstanding, providing such cause is not due to the willful act or neglect of the Owner, the Owner shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease if same shall be due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material, service or financing, through Act of God or other cause beyond the control of the Owner.

Section 1.07 JOINT OPENING. N/A

Tenant shall cooperate in an endeavor to effect a joint opening of the Shopping Center and accordingly if so requested by Owner in writing, will delay the opening of its store for a period not to exceed thirty (30) days from the date it otherwise would have opened its store for business; but if Tenant does so at the written request of the Owner then, notwithstanding any provision to the contrary herein continued, the term of this Lease and Tenant's obligation to pay rent shall commence upon the date of said joint opening.

ARTICLE II
RENT

Section 2.01 MINIMUM RENT.

Tenant agrees to pay to Owner at the office of:

(PLEASE MAKE ALL CHECKS PAYABLE TO "LANCASTER ASSOCIATES. L.L.C.")
c/o Financial & Consulting Services
2126 W. Newport Pike, Suite 200
Wilmington, DE 19804

without any prior demand therefore and without any deduction or set-off whatsoever, and as fixed minimum rent: Rental payments shall be as follows:

Years 1 & 2: Beginning April 1, 2014 and ending March 31, 2016, the monthly base rent shall be in the amount of Five Thousand (\$5,000.00) Dollars.

Year 3: Beginning April 1, 2016 and ending March 31, 2017, the monthly base rent shall be in the amount of Five Thousand Two Hundred Fifty (\$5,250.00) Dollars

If the term shall commence upon a day other than the first day of a calendar month, then Tenant shall pay, upon the commencement date of the term, a pro-rata portion of the fixed per diem basis with respect to the fractional calendar month preceding the commencement of the first lease year hereof, together with the first full month rental payment. Tenant shall give written notice at least 120 days prior to the exploration of any terms of his intent to exercise any options hereof.

Section 2.02 PERCENTAGE RENT. N/A

Section 2.03 GROSS RECEIPTS DEFINED. N/A

Section 2.04 REAL ESTATE TAXES. (19% OF TOTAL).

(a) Tenant agrees to pay to Landlord each year during the term hereof, as additional rent, Tenant's Proportionate Share (as hereinafter defined) of Real Estate Taxes (as hereinafter defined) in the manner provided in Section (d) hereof.

(b) **REAL ESTATE TAXES**, as used herein, shall mean all taxes, assessments, and public charges of every kind and nature whatsoever, general and special extraordinary as well as ordinary, foreseen and unforeseen, which may be levied, assessed or imposed upon the land, buildings, and all other improvements of the Premises, including all school taxes and sewer taxes and charges, and all costs and fees, including attorney's fees, incurred by Landlord in contesting any of the above and/or negotiating with public authorities as to any of the above.

(c) **TENANT'S PROPORTIONATE SHARE** of Real Estate Taxes shall mean the percentage that the total square footage of floor area constructed gross leasable floor area of the buildings comprising the Premises determined as of the beginning of each Lease Year during the term hereof multiplied by the amount of Real Estate Taxes assessed during the calendar year in which said Lease Year commences. If said Lease Year shall be less than twelve (12) months, then Tenant's Proportionate Share of Real Estate Taxes shall be the amount calculated above multiplied by a fraction the numerator of which shall be the number of days in said Lease Year and the denominator of which shall be Three Hundred Sixty (360).

(d) **TENANT'S ESTIMATED SHARE OF REAL ESTATE TAXES** shall be paid in equal quarterly installments on or before the first day of each calendar month, in advance, as additional rent. For the Lease Year following the initial Lease Year of the term hereof, and for each Lease Year thereafter, Tenant's Estimated Share of Real Estate Taxes shall be adjusted upwards or downwards to reflect Tenant's Proportionate Share of Real Estate Taxes for the preceding Lease Year, said adjusted figure to be paid in equal quarterly installments on the first day of each month, in advance, as additional rent.

Upon receipt of all Real Estate Tax bills attributable to the Premises for any calendar year during the term hereof, Landlord shall furnish Tenant with a written statement of the amount of Tenant's Proportionate Share of Real Estate Taxes for the Lease Year in question, together with a statement detailing any adjustment in Tenant's Estimated Share of Real Estate Taxes. Tenant shall pay to Landlord within thirty (30) days of the date of said written statement the amount, if any, by which Tenant's Proportionate Share of Real Estate Taxes exceeds Tenant's Estimated Share of Real Estate Taxes for said Lease Year, exceeds Tenant's Proportionate Share of Real Estate Taxes. Should the taxing authorities include in such Real Estate Taxes the value of any improvements made by the Tenant or include machinery, equipment, fixtures, inventory or other personal property or assets of Tenant, then Tenant shall also pay the entire Real Estate Taxes, for such items. Tenant shall pay, before any fine, penalty, interest or costs may be added thereto for the non-payment thereof, any governmental tax or charge (other than income taxes) levied, assessed or imposed, by any governmental authority acting under any present or future law on account of or upon the receipt by Landlord or rents, business use and occupancy tax herein reserved.

- **For the purposes of Sections 2.04, 10.01, 13.02, Tenant shall pay a fixed \$2.11 per square foot for Tenant's proportionate share of R.E. Taxes, Insurance and Common Area Maintenance for the initial term.**

Section 2.05 ADDITIONAL RENT.

The Tenant shall pay as additional rent any money required to be paid pursuant to Sections 2.04, 10.01, 12.01, 12.02, 13.02, 13.04, 13.05, and 14.01, and all other sums of money or charges required to be paid by Tenant under Lease, whether or not the same be designated "additional rent". If such amounts or charges are not paid at the time provided in this Lease, they shall nevertheless, if not paid when due, be collectable as additional rent with the next installment of rent thereafter falling due hereunder, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder, or limit any other remedy of the Owner.

Section 2.06 PAST DUE RENT AND ADDITIONAL RENT.

If Tenant shall fail to pay, when the same is due and payable, any rent or any additional rent, or amounts or charges of the character described in Section 2.05 hereof, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the rate of two per cent (2%) per month for delinquent payments after ten (10) days from the first of the month.

ARTICLE III RECORDS AND BOOKS OF ACCOUNT

Section 3.01 TENANT'S RECORDS. N/A

Section 3.02 REPORTS BY TENANT N/A

ARTICLE IV AUDIT

Section 4.01 RIGHT TO EXAMINE BOOK. N/A

Section 4.02 AUDIT. N/A

ARTICLE V
CONSTRUCTION, ALTERATION, RELOCATION AND FINANCING
OF IMPROVEMENTS AND ADDITIONS THERETO

Section 5.01 OWNER'S OBLIGATION. N/A

Section 5.02 PARKING FACILITIES.

The Owner shall construct upon the Shopping Center site at its own cost, access roads, footways, and parking lots or facilities.

Section 5.03 CHANGES AND ADDITIONS TO BUILDINGS.

Owner hereby reserves the right at any time to make alterations or additions to and to build additional stories on the building in which the premises are contained and to build adjoining the same. Owner also reserves the right to construct other buildings or improvements in the Shopping Center from time to time and to make alterations thereof or additions thereto and to build additional stories on any such building or buildings and to build adjoining same and to construct double deck or elevated parking facilities.

Section 5.04 FINANCING.

The Owner shall not be obligated to proceed with the construction of the leased premises unless and until financing acceptable to Owner is obtained. Should such financing not be obtainable within six (6) months after completion of final plans and specifications, Owner may so notify Tenant in writing, and this Lease shall thereupon cease and terminate and each of the parties hereto shall be released and discharged from any and all liability and responsibility hereunder. If Owner can obtain financing only upon the basis of modifications of the terms and provisions of this Lease, the Owner shall have the right to cancel this Lease, if the Tenant refuses to approve in writing any such modification within thirty days after Owner's request therefore, which request may not be made after delivery of possession. If such right to cancel is exercised this Lease shall thereafter be null and void, any money or security deposited hereunder shall be returned to Tenant, and neither party shall have any liability to the other by reason of such cancellation.

Section 5.05 RIGHT TO RELOCATE.

Owner reserves the right at any time to relocate the various buildings, automobile parking areas, and other common areas.

ARTICLE VI
CONDUCT OF BUSINESS BY TENANT

Section 6.01 USE OF PREMISES.

Tenant shall use the leased premises solely for the purpose of conducting the business of a local broadcasting studio for publicaccess/leased access TV programming. Tenant shall occupy the leased premises within thirty (30) days after the date of the notice provided for in Section 1.03 hereof, and shall conduct continuously in the leased premises the business above stated. Tenant will not use or permit, or suffer the use of, the leased premises for any other business or purpose. Tenant shall not conduct catalogue sales in or from the leased premises except of merchandise which Tenant is permitted to sell "over the counter" in or at the leased premises pursuant to the provisions of this Section 6.01.

Section 6.02 OPERATION OF BUSINESS.

Tenant shall operate all of the leased premises during the entire term of this Lease with due diligence and efficiency so as to produce all of the gross sales which may be produced by such manner of operation, unless prevented from doing so by causes beyond Tenant's control. Subject to inability by reason of strikes or labor disputes, Tenant shall carry at all times in said premises a stock of merchandise of such size, character and quality as shall be reasonably designed to produce the maximum return to Owner and Tenant. Tenant shall conduct its business in the leased premises during the regular customary days and hours for such type of business in the City or trade area in which the Shopping Center is located, and will keep the leased premises open for business during the same days, nights and hours N/A store located in the Shopping Center, or during the days nights and hours agreed upon by a majority of the members of Merchants Association provided for in Section 18.03 hereof. Tenant shall install and maintain at all times displays of merchandise in the display windows (if any) of the leased premises. Tenant shall keep the display windows and signs, if any, in the leased premises well lighted during the hours from sundown to 11:00 o'clock p.m., unless prevented by causes beyond the control of Tenant.

Section 6.03 COMPETITION

During the term of this Lease, Tenant shall not directly or indirectly engage in any similar or competing business within a radius of three miles from the outside boundary of the Shopping Center. Tenant shall not perform any acts or carry on any practices which may injure the building or be a nuisance or menace to other tenants in the Shopping Center.

Section 6.04 STORAGE, OFFICE SPACE.

Tenant shall warehouse, store and/or stock in the leased premises only such goods, wares and merchandise as Tenant intends to offer for sale or retail at, in, from or upon the leased premises. This shall not preclude occasional emergency transfers of merchandise to the other stores of Tenant, if any, not located in the Shopping Center. Tenant shall use for office, clerical or other non-selling purposes only such space in the leased premises as is from time to time

reasonably required for Tenant's business in the leased premises. No auction, fire or bankruptcy sales may be conducted in the leased premises without the previous written consent of Owner.

ARTICLE VII OPERATION OF CONCESSIONS

Section 7.01 CONSENT OF OWNER.

Tenant shall not permit any business to be operated in or from the leased premises by any concessionaire or licensee without the prior written consent of Owner.

ARTICLE VIII SECURITY DEPOSIT

Section 8.01 AMOUNT OF DEPOSIT.

Tenant contemporaneously with the execution of this Lease, will deposited with Owner the sum of (\$5,000.00) Dollars. Said deposit shall be held by Owner, without liability for interest, as security for the faithful performance by Tenant of all of the terms, covenants, and conditions of this Lease by said Tenant to be kept and performed during the term hereof. If at any time during the term of this Lease any of the enter herein reserved shall be overdue and unpaid, or any other sum payable by Tenant to Owner hereunder shall be overdue and unpaid, then Owner may, at the option of Owner (but Owner shall not be required to), appropriate and apply any portion of said deposit to the payment of any such overdue rent or other sum.

Section 8.02 USE AND RETURN OF DEPOSIT.

In the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by Tenant, then the Owner at his option may appropriate and apply said entire deposit, or so much thereof as may be necessary, to compensate the Owner for loss or damage sustained or suffered by Owner due to such breach on the part of Tenant. Should the entire deposit, or any portion thereof, be appropriated and applied by Owner for the payment of overdue rent or other sums due and payable to Owner by Tenant hereunder, then Tenant shall, upon the written demand of Owner, forthwith remit to Owner a sufficient amount in cash to restore said security to the original sum deposited, and Tenant's failure to do so within five (5) days after receipt of such demand shall constituted breach of this lease. Should Tenant comply with all of said terms, covenants and conditions and promptly pay all of the rental herein provided for as it falls due, and all other sums payable by Tenant to Owner hereunder, the said deposit shall be returned in full to Tenant at the end of the term of this Lease, or upon the earlier termination of this Lease.

Section 8.03 TRANSFER OF DEPOSIT.

Owner may deliver the funds deposited hereunder by Tenant to the purchaser of Owner's interest in the leased premises, in the event that such interest be sold, and thereupon Owner shall be discharged from any further liability with respect to such deposit.

ARTICLE IX PARKING AND COMMON USE AREAS AND FACILITIES

Section 9.01 CONTROL OF COMMON AREAS BY OWNER

All automobile parking areas, driveways, entrances and exits thereto, and other facilities furnished by Owner in or near the Shopping Center, including employee parking areas, the truck way or ways, loading docks, package pick-up stations, pedestrian sidewalks and ramps, landscaped areas, exterior stairways, first-aid stations, comfort stations and other areas and improvements provided by Owner for the general use, uncommon, of tenants, their officers, agents, employees and customers, shall at all times be subject to the exclusive control and management of Owner, and Owner shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to all facilities and areas mentioned in this Article. Owner shall have the right to construct, maintain and operate lighting facilities on all said areas and improvements; to police the same; from time to time to change the area, level location and arrangement of parking areas and other facilities hereinabove referred to; to restrict parking by tenants; their officers, agents and employees to employee parking areas; to enforce parking charges (by operation of meters or otherwise), with appropriate provisions for free parking ticket validating by Tenants; to close all or any portion of said areas or facilities to such extent as may, in the opinion of Owner's counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public therein; to close temporarily all or any portion of the parking areas or facilities; to discourage non-customer parking; and to do and perform such other acts in and to said areas and improvements as, in the use of good business judgment, the Owner shall determine to be advisable with a view to the improvement of the convenience and use thereof by Tenants, their officers, agents, employees and customers. Owner will operate and maintain the common facilities referred to above in such discretion, Owner shall have the full right and authority to employ all personnel and to make all rules and regulations pertaining to and necessary for the proper operation and maintenance of the common areas and facilities.

***** Off--street parking is available at the Greenhill Avenue Car Wash. This is intended to relieve parking issues at the Center. Tenants and their staff will be permitted to park in the front retail parking lot only if street parking is not available or the alternate parking supplied by Landlord is not available. Tenants are urged to use the alternate parking facilities to allow ample parking in the Center's lot for clients and customers to the Center.**

Off-site parking is located at 111 Greenhill Avenue known as the Greenhill Car Wash. The gates are open between the hours of 7:00-7:30 a.m. and 10:30-11:00 p.m. seven days a week, weather permitting. Should the gates be locked, indicating the wash is closed, the combination to the lock is 2704.

The Tenant that unlocks the gate shall also be responsible for locking/securing it. We request that you supply management with a list of the names, make, model and vehicle color of the employees assigned to the lot. Parking rules are to be enforced by each Tenant through on site management and will be randomly monitored by West Side Plaza management.

The additional parking is a courtesy paid for by WestSide Plaza in an effort to support customer activity within the Center and benefit all Tenants. We also urge all employees and staff to utilize street parking first. This will also help to alleviate the parking situation within the lot and allow the availability of more parking for clients/customers visiting the Center.

Management will not be responsible for vehicles left in the the lot during bad weather. To ensure Tenant safety, once the lot has been plowed, plowed-in vehicles owners are not permitted to shovel the snow back into the lot. Additional snow removal caused by such vehicles will be billed to the Tenant. In the event the lot is plowed after the Center's normal business hours, the snowplow company has been authorized to tow any vehicle preventing proper snow removal

Section 9.02 LICENSE.

All common areas and facilities not within the leased premises, which Tenant may be permitted to use and occupy, are to be used and occupied under a revocable license, and if the amount of such areas be diminished, Owner shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or basement of rent, nor shall such diminution of such areas be deemed constructive or actual eviction.

ARTICLE X COST OF MAINTENANCE OF COMMON AREAS

Section 10.01 TENANT TO BEAR PRO RATA SHARE OF EXPENSES.

(a) In each Lease year, Tenant will pay to Owner, in addition to the rentals specified in Article II hereof, as further additional rent, subject to the limitation, hereinafter set forth, a proportion of the Shopping Center's operating cost, hereinafter defined, based upon the ratio of the square feet of the leased premises to the total square feet of all the building space leased in the Shopping Center, except that for the purpose of this computation each two (2) square feet of basement of second floor space shall be counted as one square foot.

(b) For the purposes of this Section 10.01 the "Shopping Center's operating cost" means the total cost and expense incurred in operating and maintaining the common facilities, hereinafter defined, actually used or available for use by Tenant and the employees, agents, servants, customers and other invitee of Tenant, excluding only items of expense commonly known and designated as carrying charges, but specifically including, without limitation, gardening and landscaping, the cost of public liability and property damage insurance, real estate taxes and assessments, repairs, line painting, lighting, sanitary control, removal of snow, trash, rubbish, garbage and other refuse, depreciation on machinery and equipment used in such maintenance, the cost of personnel to implement such services, to direct parking, and to police the common facilities and 19% of all the foregoing costs (excluding real estate taxes and assessments) to cover the Owner's administrative and overhead costs. "Common Facilities" means all areas, space, equipment and special services provided by Owner for the common or joint use and benefit of the occupants of the Shopping Center, their employees, agents, servants, customers and other invitee, including without limitation parking areas, access roads, driveways, retaining walls, landscaped areas, truck services or tunnels, loading docks, pedestrian malls, courts, stairs, ramps and sidewalks, comfort and first aid stations, washrooms and parcel pick-up stations.

(c) The additional rent provided to be paid in this Section 10.01 shall be computed on the basis of periods of three (3) consecutive calendar months, commencing and ending on such dates as may be designated by Owner, and shall be paid by Tenant promptly upon receipt of quarterly bills therefore from Owner without any deduction or set-off whatever.

(d) Changes in any particular floor area occurring during any quarterly period shall be effective on the first day of the next succeeding quarterly period, and the amount of any floor area in effect for the whole of any quarterly period shall be the average of the total amounts in effect on the first day of each calendar month in such quarterly period.

- For the purposes of Sections 2.04, 10.01, 13.02, Tenant shall pay a fixed \$2.11 per square foot for Tenant's proportionate share of R.E. Taxes, Insurance and Common Area Maintenance for the initial term.

ARTICLE XI SIGNS, AWNINGS, CANOPIES, FIXTURES, ALTERATIONS

Section 11.01 INSTALLATION BY TENANT.

All fixtures installed by Tenant shall be new or completely reconditioned. Tenant shall not make or cause to be made any alterations, additions or improvements or install or cause to be installed any trade fixture, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades or awnings or make any changes to the store front without first obtaining Owner's written approval and consent. Tenant shall present to the Owner plans and specifications for such work at the time approval is sought.

Section 11.02 REMOVAL AND RESTORATION BY TENANT.

All alterations, decorations, additions and improvements made by the Tenant, or made by the Owner on the Tenant's behalf by agreement under this Lease, shall remain the property of the Tenant for the term of the Lease, or any extension or renewal thereof. Such alterations, decorations, additions and improvements shall not be removed from the premises prior to the end of the term hereof without prior consent in writing from the Owner. Upon expiration of this Lease, or any renewal term thereof, the Tenant shall remove all such alterations, decorations, additions and improvements, and restore the Leased premises as provided in Section 12.03 hereof. If the Tenant fails to remove such alterations, decorations, additions, and improvements and restore the leased premises, then upon the expiration of this Lease, or any

renewal thereof, and upon the Tenant's removal from the premises, all such alterations, decorations, additions and improvements shall become the property of the Owner.

Section 11.03 TENANT SHALL DISCHARGE ALL LIENS.

Tenant shall promptly pay all contractors and materialmen, so as to minimize the possibility of a lien attaching to the leased premises, and should any such lien be made or filed, Tenant shall bond against or discharge the same within ten (10) days after written request by Owner.

Section 11.04 SIGNS, AWNINGS AND CANOPIES.

Tenant will not place or suffer to be placed or maintained on any exterior door, wall or window of the leased premises any sign, awning or canopy, or advertising matter or other thing of any kind, and will not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the leased premises without first obtaining Owner's written approval and consent. Tenant further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter or other thing as may be approved in good condition and repair at all times.

ARTICLE XII MAINTENANCE OF LEASED PREMISES

Section 12.01 MAINTENANCE BY TENANT.

Tenant shall at all times keep the leased premises (including maintenance of exterior entrances, all glass and show window moldings) and all partitions, doors, fixtures, equipment and appurtenances thereof (including lighting, heating and plumbing fixtures, escalators, elevators, and any air conditioning system) in good order, condition and repair (including reasonably periodic painting as determined by Owner), damage by unavoidable casualty excepted, except for structural portions of the premises which shall be maintained by Owner, but if Owner is required to make repairs to structural portions by reason of Tenant's negligent acts or omission to act, Owner may add the cost of such repairs to the rent which shall thereafter become due. Tenant shall be responsible for maintaining a quarterly service contract on the HVAC equipment.

Section 12.02 MAINTENANCE BY OWNER.

If Tenant refuses or neglects to repair property as required hereunder and to the reasonable satisfaction of Owner as soon as reasonably possible after written demand, Owner may make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures, or other property or to Tenant's business by reason thereof, and upon completion thereof, Tenant shall pay Owner's costs for making such repairs plus twenty percent for overhead, upon presentation of bill therefore, as additional rent. Provided Tenant has a valid service contract and has maintained the equipment with quarterly service visits, Landlord shall be responsible for the replacement of HVAC equipment.

Section 12.03 SURRENDER OF PREMISES.

At the expiration of the tenancy hereby created, Tenant shall surrender the leased premises in the same condition as the leased premises were in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted, and damage by unavoidable casualty excepted, and shall surrender all keys for the leased premises to Owner at the place then fixed for the payment of rent and shall inform Owner of all combinations on locks, safes and vaults, if any, in the leased premises. Tenant shall remove all its trade fixtures, and any alterations or improvements as provided in Section 11.02 hereof, before surrendering the premises as aforesaid and shall repair any damage to the leased premises caused thereby. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease.

Section 12.04 RULES AND REGULATIONS.

The rules and regulations appended to this Lease are hereby made a part of this Lease, and Tenant agrees to comply with and observe the same. Tenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Lease in the manner as if the same were obtained herein as covenants. Owner reserves the right from time to time to amend or supplement said rules and regulations and to adopt and promulgate additional rules and regulations applicable to leased premises and the Shopping Center. Notice of such additional rules and regulations, and amendments and supplements, if any shall be given to Tenant, and Tenant agrees thereupon to comply with and observe all such rules and regulations and amendments thereto and supplements thereof, provided the same shall apply uniformly to all tenants of the Shopping Center.

ARTICLE XIII INSURANCE AND INDEMNITY

Section 13.01 LIABILITY INSURANCE.

Tenant shall, during the entire term hereof, keep in full force and effect a policy of public liability and property damage insurance with respect to the leased premises, and the business operated by Tenant and any subtenants of Tenant in the leased premises in which the limits of public liability shall be less than \$500,000.00 per person and \$1,000,000.00 per accident and in which the property damage liability shall be no less than \$500,000.00. The policy shall name Owner, any person, firms or corporations designated by Owner, and Tenant as insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Owner ten days prior written notice. The insurance shall be an insurance company approved by Owner and a copy of the policy or a certificate of insurance shall be delivered to Owner. Tenant shall be required to supply Landlord with an endorsement to their insurance policy naming Lancaster Associates, LLC and Financial & Consulting Services, Inc. as additional insured.

Section 13.02 FIRE INSURANCE PREMIUM (19% OF TOTAL)

(a) Tenant agrees to pay monthly as so much additional rent, Tenant's proportionate share of Landlord's total cost of insurance policies including but not limited to the following coverage's: liability, fire, extended coverage, difference in conditions, boiler and machinery, sprinkler, vandalism and malicious mischief, loss of rent and rent insurance which insures the Premises other than such costs relating to Common Areas. Tenant's Proportionate Share shall mean the percentage that the total square footage of floor area in the Demised Premises bears to the total square footage of the constructed gross leasable area of the buildings comprising the Premises.

(b) TENANT'S PROPORTIONATE SHARE OF INSURANCE EXPENSE shall be paid in equal monthly installments on or before the first day of every month, in advance, as so much additional rent. For the calendar year following the commencement of the term hereof, and for each calendar year thereafter, Tenant's Estimated Share of Insurance shall be adjusted upwards or downwards to reflect Tenant's true proportionate share of the actual cost of insurance attributable hereto for the preceding calendar year, and adjusted figure to be paid in equal monthly installment on the first day of every month, in advance, as so much additional rent.

(c) Upon receipt of all insurance bills attributable hereto for any calendar year during the term hereof, Landlord shall furnish Tenant with a written statement of the actual amount of Tenant's Proportionate Share of insurance for such year in question, together with a statement detailing any adjustment in Tenant's Estimated Share of Insurance, as noted herein. If the term of this Lease shall begin or end other than on the first or last day of a calendar year, these charges shall be billed and adjusted on the basis of such fraction of a calendar year.

- For the purposes of Sections 2.04, 10.01, 13.02, Tenant shall pay a fixed \$2.11 per square foot for Tenant's proportionate share of R.E. Taxes, Insurance and Common Area Maintenance for the initial term.

Section 13.03 INDEMNIFICATION OF OWNER.

Tenant will indemnify Owner and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the leased premises, or the occupancy or use by tenant of the leased premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, lessees or concessionaires. In case Owner shall, without fault on its part, be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Owner harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Owner in connection with such litigation. Tenant shall also pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by Owner in enforcing the covenants and agreements in this Lease.

Section 13.04 PLATE GLASS.

Owner shall replace, at the expense of Tenant, any and all plate and other glass damaged or broken from any cause whatsoever in and about the leased premises. Owner may insure and keep insured, at Tenant's expense, all plate and other glass in the leased premises for and in the name of Owner. Bills for the premiums therefore shall be rendered by Owner to Tenant at such times as Owner may elect, and shall be due from, and payable by, Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rent.

Section 13.05 BOILER INSURANCE. N/A.

ARTICLE XIV
UTILITIES

Section 14.01 UTILITY CHARGES.

Tenant shall be solely responsible for and promptly pay all charges for heat, water, gas, electricity or any other utility used or consumed in the leased premises. Should Owner elect to supply the water, gas, heat, electricity or any other utility used or consumed in the leased premises, Tenant agrees to purchase and pay for the same as additional rent at the applicable rates filed by the Owner with the proper regulatory authority. In no event shall Owner be liable for an interruption or failure in the supply of any such utilities to the leased premises.

ARTICLE XIV
OFFSET STATEMENT, ATTORNMENT SUBORDINATION

Section 15.01 OFFSET STATEMENT.

Within ten days after request therefore by Owner, or in the event that upon any sale, assignment or hypothecation of the leased premises and/or the land thereunder by Owner an offset statement shall be required from Tenant; Tenant agrees to deliver in recordable form a certificate to any proposed mortgagee or purchaser, or to Owner, certifying (if such be the case) that this Lease is in full force and effect and that there are no defenses or offsets thereto, or stating those claimed by Tenant.

Section 15.02 ATTORNMENT.

Tenant shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by the Owner covering the leased premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Owner under this Lease.

Section 15.03 SUBORDINATION.

Upon request of the Owner, Tenant will subordinate its rights hereunder to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing, now or hereafter in force against the land and/or buildings of which the leased premises are a part or against any buildings hereafter placed upon the land of which the leased premises are a part, and to all advances made or hereafter to be made upon the security thereof.

Section 15.04 ATTORNEY IN FACT.

The Tenant, upon request of any party in interest, shall execute promptly such instruments or certificates to carry out the intent of Sections 15.02 and 15.03 above as shall be requested by the Owner. The Tenant hereby irrevocably appoints the Owner as attorney in fact for the Tenant with full power and authority to execute and deliver in the name of the Tenant any such instruments or certificates. If fifteen (15) days after the date of a written request by Owner to execute such instruments, the Tenant shall not have executed the same, the Owner may, at its option, cancel this Lease without incurring any liability on account thereof, and the term hereby granted is expressly limited accordingly.

ARTICLE XVI
ASSIGNMENT AND SUBLETTING

Section 16.01 CONSENT REQUIRED.

Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the leased premises, without the prior written consent of Owner in each instance. Such consent shall not be unreasonably withheld by Owner to any assignment or subletting. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. If this Lease be assigned, or if the leased premises or any part thereof be underlet or occupied by anybody other than Tenant, Owner may collect rent from the assignee, under-tenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, under Tenant or occupant as Tenant of covenants on the part of Tenant herein contained. Notwithstanding any assignment or sublease, Tenant shall remain fully liable on this Lease and shall not be released from performing any of the term, covenants and conditions of this Lease.

Section 16.02 CORPORATE OWNERSHIP.

If at any time during the term of this Lease any part or all of the corporate shares of Tenant shall be transferred by sale, assignment, bequest, inheritance, operation of law or other disposition so as to result in a change in the present effective voting control of Tenant by the person or persons owning a majority of said corporate shares on the date of this Lease, Tenant will promptly notify Owner in writing of such change, and Owner may terminate this Lease at any time after such change in control by giving Tenant ninety (90) days prior written notice of such termination. Any Change in corporate ownership shall not be unreasonably withheld by Owner.

ARTICLE XVII
WASTE, GOVERNMENTAL REGULATIONS

Section 17.01 WASTE OR NUISANCE.

Tenant shall not commit or suffer to be committed any waste upon the leased premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other Tenant in the building in which the leased premises may be located, or in the Shopping Center, or which may disturb the quiet enjoyment of any person within five hundred feet of the boundaries of the Shopping Center.

Section 17.02 GOVERNMENTAL REGULATIONS.

Tenant shall, at Tenant's sole cost and expense, comply with all of the requirements of all county, municipal, state, federal and other applicable governmental authorities now in force, or which may hereafter be in force, pertaining to the said premises, and shall faithfully observe in the use of the premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

ARTICLE XVIII
ADVERTISING, MERCHANTS ASSOCIATIONS

Section 18.01 CHANGE OF NAME.

Tenant agrees not to change the advertised name of the business operated in the leased premises without the written permission of Owner.

Section 18.02 SOLICITATION OF BUSINESS.

Tenant and Tenant's employees and agents shall not solicit business in the parking or other common areas, nor shall Tenant distribute any handbills or other advertising matter in automobiles parked in the parking area or in other common areas.

Section 18.03 MERCHANT'S ASSOCIATION. N/A

ARTICLE XIX
DESTRUCTION OF LEASED PREMISES

Section 19.01 TOTAL OR PARTIAL DESTRUCTION.

If the leased premises shall be damaged by fire, the elements, unavoidable accident or other casualty, but are not thereby rendered untenable in whole or in part, Owner shall at its own expense cause such damage to be repaired, and the rent shall not be abated. If by reason of such occurrence, the premises shall be rendered untenable only in part, Owner shall at its own expense cause the damage to be repaired, and the fixed minimum rent meanwhile shall be abated proportionately as to the portion of the premises rendered untenable. If the premises shall be rendered wholly untenable by reason of such occurrence the owner shall at its own expense cause such damage to be repaired, and the fixed minimum rent meanwhile shall abate until the leased premises have been restored and rendered tenable, or Owner

may at its election, terminate this Lease and the tenancy hereby created by giving to Tenant within the sixty (60) days following the date of said occurrence, written notice of Owner's election so to do and in event of such termination rent shall be adjusted as of such date. Nothing in this Section shall be construed to permit the abatement in whole or in part of the percentage rent, but for the purpose of Section 2.02 hereof the computation of percentage rent shall be based upon the revised minimum rent as the same be abated pursuant to this Section 19.01.

Section 19.02 PARTIAL DESTRUCTION OF SHOPPING CENTER.

In the event that fifty percent (50%) or more of the rentable area of the Shopping Center shall be damaged or destroyed by fire or other cause, notwithstanding that the leased premises may be unaffected by such fire or other cause, Owner may terminate this Lease and the tenancy hereby created by giving to Tenant five (5) days prior written notice of Owner's election so to do which notice shall be given, if at all, within the sixty (60) days following the date of said occurrence. Rent shall be adjusted as of the date of such termination.

ARTICLE XX EMINENT DOMAIN

Section 20.01 TOTAL CONDEMNATION OF LEASED PREMISES.

If the whole of the leased premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding and all rentals shall be paid up to date and Tenant shall have no claim against Owner nor the condemning authority for other value of any unexpired term of this Lease.

Section 20.02 PARTIAL CONDEMNATION

If any part of the leased premises shall be acquired or condemned as aforesaid, and in the event that such partial taking or condemnation shall render the leased premises unsuitable for the business of the Tenant, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding. Tenant shall have no claim against Owner nor the condemning authority for the value of any unexpired term of this Lease and rent shall be adjusted to the date of such termination. In the event of a partial taking or condemnation which is not extensive enough to render the premises unsuitable for the business of the tenant, then Owner shall promptly restore the leased premises to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking, and this Lease shall continue in full force and effect without any reduction or abatement of rent.

Section 20.03 TOTAL CONDEMNATION OF PARKING AREA.

If the whole of the common parking areas in the Shopping Center shall be acquired or condemned as aforesaid, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding unless Owner shall take immediate steps to provide other parking facilities substantially equal to the previously existing ratio between the common parking areas and the leased premises, and such substantially equal parking facilities shall be provided by Owner at its own expense within ninety (90) days from the date of acquisition. In the event that Owner shall provide such other substantially equal parking facilities, then this Lease shall continue in full force and effect without any reduction or abatement of rent.

Section 20.04 PARTIAL CONDEMNATION OF PARKING AREA.

If any part of the parking area in the Shopping Center shall be acquired or condemned as aforesaid, and if, as the result thereof the ratio of square feet of parking field to square feet of the sales area of the entire Shopping Center building is reduced to a ratio below two to one, then the term of this Lease shall cease and terminate upon the vesting of title in such proceeding, unless the Owner shall take immediate steps toward increasing the parking ratio to a ratio in excess of two to one, in which event this Lease shall be unaffected and remain in full force and effect without any reduction or abatement of rent. In event of termination of the Lease as aforesaid, Tenant shall have no claim against Owner nor the condemning authority for the value of any unexpired term of this Lease and rent shall be adjusted to the date of said termination.

Section 20.05 OWNER'S DAMAGES.

In the event of any condemnation or taking as aforesaid, whether whole or partial, the Tenant shall not be entitled to any part of the award paid for such condemnation and Owner is to receive the full amount of such award, the tenant hereby expressly waiving any right or claim to any part thereof.

Section 20.06 TENANT'S DAMAGES.

Although all damages in the event of any condemnation are to belong to the Owner whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the leased premises, tenant shall have the right to claim and recover from the condemning authority, but not from Owner, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's business by reason of the condemnation and for or on account of any cost or loss to which Tenant might be put in removing Tenant's merchandise, furniture, fixtures, leasehold improvements and equipment.

Section 20.07 CONDEMNATION OF LESS THAN A FEE.

In the event of a condemnation of a leasehold interest in all or a portion of the Lease premises without the condemnation of the fee simple title also, this Lease shall not terminate and such condemnation shall not excuse tenant from full performance of all of its covenants hereunder, but Tenant in such event shall be entitled to present or pursue against the condemning authority its claim for and to receive all compensation or damages sustained by it by reason of such condemnation, and Owner's right to recover compensation or damages shall be limited to compensation for and damages if any, to its reversionary interest; it being understood however, that during such time as tenant shall be out of possession of the Leased premises by reason of such condemnation, the Lease shall not be subject to forfeiture for failure to observe and

perform those covenants not calling for the payment of money. In the event the condemning authority shall fail to keep the premises in the state of repair required hereunder, or to perform any other covenant not calling for the payment of money. Tenant shall have ninety (90) days after the restoration of possession to it within which to carry out its obligations under such covenant or covenants. During such time as Tenant shall be out of possession of the leased premises by reason of such leasehold condemnation, Tenant shall pay to Owner, in lieu of the minimum and percentage rents provided for hereunder, an annual rent equal to the average annual minimum and percentage rents paid by Tenant for the period from the commencement of the term until the condemning authority shall take possession, or during the preceding three full calendar years, whichever period is shorter. At any time after such condemnation proceedings are commenced, Owner shall have the right, at its option, to require Tenant to assign to Owner all compensation and damages received pursuant to said assignment to be applied first to the payment of rents and all other sums from time to time payable by Tenant pursuant to the terms of this Lease as such sums fall due, and the remainder, if any, to be payable to Tenant at the end of the term hereof or on restoration of possession to Tenant, whichever shall first occur, it being understood and agreed that such assignment shall not relieve Tenant of any of its obligations under this Lease with respect to such rents, and other sums except as the same shall be actually received by Owner.

ARTICLE XXI DEFAULT OF THE TENANT

Section 21.01 RIGHT TO RE-ENTER.

In the event of any failure of Tenant to pay any rental due hereunder within ten (10) days after the same shall be due, or any failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant for more than thirty (30) days after written notice of such default shall have been given to Tenant, or if Tenant or an agent of Tenant shall falsify any report required to be furnished to Owner pursuant to the terms of the Lease, or if Tenant or any guarantor of this Lease shall become bankrupt or insolvent, or file any debtor proceedings or take or have taken against Tenant or any guarantor of this Lease in any court pursuant to any statute either of the United States or of any State a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or portion of Tenant's or any such guarantor's property, or if Tenant or any such guarantor makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, or if Tenant shall abandon said premises, or suffer this Lease to be taken under any writ of execution, then Owner besides other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the leased premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

Section 21.02 RIGHT TO RELET.

Should Owner elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease, make such alternations and repairs as may be necessary in order to Relet the premises, and Relet said premises or any part thereof, for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Owner in its sole discretion may deem advisable; upon each such reletting all rentals received by the Owner from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Owner, second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and of costs of such alterations and repairs; third, to the payment of rent due hereunder from Tenant to Owner, second, to the payment of any costs of such alterations and repairs; third, to the payment of rent due and unpaid hereunder, the residue, if any, shall be held by Owner and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Owner. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said premises by Owner shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Owner may at any time thereafter elect to terminate this Lease for such previous breach. Should Owner at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the leased premises, reasonable attorney's fees, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the leased premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Owner. In determining the rent which would be payable by Tenant hereunder, subsequent to default, the annual rent for each year of the unexpired term shall be equal to the average annual minimum and percentage rents paid by Tenant from the commencement of the term to the time of default, or during the preceding three full calendar years, whichever period is shorter.

Section 21.03 LEGAL EXPENSES.

In case suit shall be brought for recovery of possession of the leased premises, for the recovery, of rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Tenant to be kept or performed, and a breach shall be established Tenant shall pay to Owner all expenses incurred theretofore, including a reasonable attorney's fee.

Section 21.04 WAIVER OF JURY TRIAL AND COUNTERCLAIMS.

The parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Owner and Tenant, Tenant's use or occupancy of the leased premises, and/or any claim of injury

or damage. In the event Owner commences any proceedings for non-payment of rent, minimum rent, percentage rent or additional rent, Tenant will not interpose any counterclaim of whatever nature or description in any such proceedings. This shall not, however, be construed as a waiver of the Tenant's right to assert such claims in any separate action or actions brought by the Tenant.

Section 21.05 WAIVER OF RIGHT REDEMPTION.

Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Owner obtaining possession of the leased premises, by reason of the violation by Tenant of any of the covenants or conditions of this Lease, or otherwise.

ARTICLE XXII
ACCESS BY OWNER

Section 22.01 RIGHT OF ENTRY.

Owner or Owner's agents shall have the right to enter the leased premises at all times to examine the same, and to show them to prospective purchasers or lessees of the building, and to make such repairs, alterations, improvements or additions as Owner may deem necessary or desirable, and Owner shall be allowed to take all material into and upon said premises that may be required therefore without the same constituting an eviction of Tenant in whole or in part and the rent reserved shall in no way abate while said repairs, alterations, improvements or additions are being made, by reason of loss or interruption of business of Tenant, or otherwise. During the six months prior to the expiration of term of this Lease or any renewal term, Owner may exhibit the premises to prospective tenants or purchasers, and place upon the premises the usual notices "To Let" or "For Sale" which notices tenant shall permit to remain thereon without molestation. If Tenant shall not be personally present to open and permit an entry into said premises, at any time, when for any reason an entry therein shall be necessary or permissible, Owner or Owner's agents may enter the same by a master key, or may forcibly enter the same, without rendering Owner or such agents liable therefore, and without in any manner affecting the obligations and covenants of this Lease. Nothing herein contained, however shall be deemed or construed to impose upon Owner any obligation, responsibility or liability whatsoever, for the care, maintenance or repair of the building or of any part thereof, except as otherwise herein specifically provided.

Section 22.02 EXCAVATION.

If any excavation shall be made upon land adjacent to the leased premises, or shall be authorized to be made, Tenant shall afford to the person causing or authorized to cause such excavation, license to enter upon the leased premises for the purpose of doing such work as Owner shall deem necessary to preserve the wall or the building of which the leased premises form a part from injury or damage and to support the same by proper foundations, without any claim for damages or indemnification against Owner or diminution or abatement of rent.

ARTICLE XXIII
TENANT'S PROPERTY

Section 23.01 TAXES ON LEASEHOLD.

Tenant shall be responsible for and shall pay before delinquency all municipal, county or state taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind, owned by or placed in, upon or about the leased premises by the Tenant.

Section 23.02 LOSS AND DAMAGE.

Owner shall not be liable for any damage to property of Tenant or of others located on the leased premises, nor for the loss of or damage to any property of Tenant or of others by theft or otherwise. Owner shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the leased premises or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. Owner shall not be liable for any such damage caused by other tenants or persons in the leased premises, occupants of adjacent property, of the Shopping Center, or the public, or caused by operations in construction of any private, public or quasi-public work. Owner shall not be liable for any latent defect in the leased premises or in the building of which they form a part except for a period of one (1) year from the date tenant takes possession of the leased premises. All property of Tenant kept or stored on the leased premises shall be so kept or stored at the risk of Tenant only and Tenant shall hold Owner harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carrier, unless such damage shall be caused by the willful act or gross neglect of Owner.

Section 23.03 NOTICE BY TENANT.

Tenant shall give immediate notice to Owner in case of fire or accidents in the leased premises or in the building of which the premises are a part of defects therein or in any fixtures or equipment.

ARTICLE XXIV
HOLDING OVER, SUCCESSORS

Section 24.01 HOLDING OVER.

Any hold over after the expiration of the term hereof, with the consent of the Owner, shall be construed to be a tenancy from month to month at the rents herein specified (pro-rated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.

Section 24.02 SUCCESSORS.

All rights and liabilities herein given to, or imposed upon the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and assigns of the said parties; and if there shall be more than one Tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved by Owner in writing as provided in Section 16.01 hereof.

ARTICLE XXV
QUIET ENJOYMENT

Section 25.01 OWNER'S COVENANT.

Upon payment by the tenant of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the leased premises for the term hereby demised without hindrance or interruption by Owner or any other person or persons lawfully or equitably claiming by, through or under the Owner, subject, nevertheless, to the terms and conditions of this Lease.

ARTICLE XXVI
MISCELLANEOUS

Section 26.01 WAIVER.

The waiver by Owner of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Owner shall not be deemed to be a waiver of any proceeding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Owner's knowledge of such proceeding breach at the time of acceptance of such rent. No covenant, term or conditions of this Lease shall be deemed to have been waived by Owner, unless such waiver be in writing by Owner.

Section 26.02 ACCORD AND SATISFACTION.

No payment by Tenant or receipt by Owner of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or any letter accompany any check or payment as rent be deemed an accord and satisfaction, and Owner may accept such check or payment without prejudice to Owner's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

Section 26.03 ENTIRE AGREEMENT.

This Lease and the Exhibits, and Rider, if any attached hereto and forming a part hereof, set forth all the covenants promises, agreements, conditions and understandings between Owners and Tenant concerning the leased premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment change or addition to this Lease shall be binding upon Owner or Tenant unless reduced to writing and signed by them.

Section 26.04 NO PARTNERSHIP.

Owner does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or joint adventurer or a member of a joint enterprise with Tenant.

Section 26.05 FORCE MAJEURE.

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section 26.05 shall not operate to excuse Tenant from prompt payment of rent, additional rent or any other payments required by the terms of this Lease.

Section 26.06 NOTICES.

Any notice, demand, request or other instrument which may be or are required to be given under this Lease shall be delivered in person or sent by United States certified mail postage prepaid and shall be addressed (a) if to Owner at the address first herein above given or at such other address as Owner may designate by written notice and (b) if to Tenant at the leased premises or at such other address as tenant shall designate by written notice.

Section 26.07 CAPTIONS AND SECTION NUMBERS.

The captions, section numbers, article numbers, and index appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or described the scope or intent of such sections or articles of this Lease nor in any way affect this Lease.

Section 26.08 TENANT DEFINED, USE OF PRONOUN.

The word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a tenant herein, be the same one or more; and if there shall be more than one Tenant, any notice required or permitted by the terms of this

Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to Owner or Tenant shall be deemed a proper reference even though Owner or Tenant may be an individual, a partnership, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Owner or Tenant and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

Section 26.09 BROKER'S COMMISSION.

Each of the parties represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease, except as listed below, and each of the parties agrees to indemnify the other against, hold it harmless from all liabilities arising from any such claim (including, without limitation, the cost of counsel fees in connection therewith) except as follows: Landlord shall pay an amount equal to five percent (5%) of the gross rental on a monthly basis for the term of said Lease and any extensions thereof, to Financial & Consulting Services Inc.

Section 26.10 PARTIAL INVALIDITY.

If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or conditions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 26.11 NO OPTION.

The submission of this Lease for examination does not constitute a reservation of or option for the leased premises and this Lease becomes effective as a Lease only upon execution and delivery thereof by Owner and Tenant.

Section 26.12 RECORDING.

Tenant shall not record this Lease without the written consent of Owner, however, upon the request of either party hereto the other party shall join in the execution of a memorandum or so called "short form" of this lease for the purposes of recordation. Said memorandum or short form of this Lease shall describe the parties, the leased premises and the term of this Lease and shall incorporate this Lease by reference.

Section 26.13 RIDER. N/A

A rider consisting of (1) page, with sections numbered consecutively ___ through, ___ attached hereto and made a part hereof.

Section 26.14 NOTICES.

All notices shall be sent according to the terms of this Lease at the following address:

TENANT: LAPA
P.O. Box 2593
Wilmington, DE 19805

Contact: Ruth Baker 302-655-3477
Contact: Mrs. Cheris Congo 302-652-8887

LANDLORD: Lancaster Associates L.L.C.
C/O Financial & Consulting Services, Inc.
2126 W. Newport Pike, Suite 200
Wilmington, DE 19804

Phone: 302-633-9134 Fax: 302-633-9135
Email: Debbie@financialandconsulting.com

Section 26.15 COMPLIANCE WITH ANTI-TERRORISM LAWS

None of Tenant, Tenant Principals or any Person who Controls Tenant or Tenant Principal currently is identified by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") or otherwise qualifies as an Embargoed Person, and Tenant has implemented procedures to ensure that no Person who now or hereafter owns a direct or indirect equity interest in Tenant is an Embargoed Person or is Controlled by an Embargoed Person. None of Tenant or Tenant Principal is in violation of any applicable law relating to anti-money laundering or anti-terrorism, including, without limitation, those related to transacting business with Embargoed Persons or the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, U.S. Public Law 107-56, and the related regulations issued thereunder, including temporary regulations (collectively, as the same may be amended from time to time, the "Patriot Act"). To the best of Tenant's knowledge, no employee at the Property is currently identified by OFAC or otherwise qualifies as an Embargoed Person, or is owned or Controlled by an Embargoed Person. Tenant has determined that Manager has implemented procedures approved by tenant to ensure that no employee at the Property is currently identified by OFAC or otherwise qualifies as an Embargoed Person, or is owned or Controlled by an Embargoed Person.

Section 26.16 PATRIOT ACT

Neither Tenant nor Tenant Principal shall (a) be or become subject at any time to any law, regulation, or list of any government agency (including, without limitation, the list maintained by OFAC and accessible through the OFAC website) that prohibits or limits any Landlord from making any advance or extension of credit or lease to Tenant or from otherwise

conducting business with Tenant and Tenant Principal, or (b) fail to provide documentary and other evidence of Tenant's identity as may be requested by any Landlord at any time to enable any Landlord to verify Tenant's identity or to comply with any applicable law or regulation, including, without limitation, the Patriot Act. In addition, Tenant hereby agrees to provide to Landlord any additional information that Landlord deems necessary from time to time in order to ensure compliance with all applicable laws concerning money laundering and similar activities.

Section 26.17 OPTION TO RENEW

Tenant shall have the option to renew this Lease for Two (2) additional One (1) year terms. Rent to be determined.

IN WITNESS WHEREOF, Owner and Tenant have signed and sealed this Lease as of the day and year first written below.



WITNESS:

LESSOR: Lancaster Associates L.L.C.

By:  1/6/14
ROBERT M. STELLA: DATE

LESSEE: Leased Access Preservation Association Inc.
EIN: 27-1892027


WITNESS:

By:  1/2/2014
Ruth A. Baker: DATE


WITNESS:

By:  1/2/2014
Cheri D. Congo: DATE

ATTACHMENT B

LEASE AMENDMENT / EXTENSION

FOR CONSIDERATION MUTUALLY EXCHANGED between the parties "**Lancaster Associates LLC**", (hereinafter "Landlord") and "**Leased Access Preservation Association Inc. (LAPA)**" (hereinafter "Tenant"), herein agree to this Extension Agreement made this 3rd day of April, 2017.

WHEREAS, the Landlord and the Tenant previously entered into a Lease dated April 1, 2014; and

WHEREAS, said agreement concludes on March 31, 2017; and

WHEREAS, both parties desire to extend the lease;

NOW, therefore intending to be legally bound, both parties agree as follows:

To Amend and Extend the Lease for an additional term of Five (5) years beginning April 1, 2017 and ending March 31, 2022. For the duration of this lease extension, the **monthly base rent** shall be as follows:

Years 1-2: Beginning April 1, 2017 and ending March 31, 2019, the monthly base rent shall be in the amount of Five Thousand Two Hundred Fifty (\$5,250.00) Dollars.

Years 3-5: Beginning April 1, 2019 and ending March 31, 2022, the monthly base rent shall be in the amount of Five Thousand Six Hundred Twenty Five (5625.00) Dollars. Tenant's proportionate share of Taxes, Insurance and Common Area Maintenance shall increase to \$2.15 per square foot.

Tenant shall have one (1) option to renew the Lease for an addition term of five (5) years. Rent to be mutually agreed upon one hundred and twenty (120) days prior to the commencement of any such Option Period.

In all other aspects, said lease shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first written below.

Lessor: Lancaster Associates LLC

Witness: Robert A. Sudman

By: Robert Stella 4/4/17
Date

Lessee: Lease Access Preservation Association Inc.

Witness: _____

By: Ruth A. Baker 4/3/17
Ruth Baker Date

Witness: _____

By: Cheris Congo 4/3/17
Cheris Congo Date

Wilmington, Delaware
April 4, 2019

#4634

WHEREAS, research indicates that one in five youth experience a mental health

Sponsor:

disorder, described as serious deviations from expected cognitive, social and emotional development; and

**Council
President
Shabazz**

WHEREAS, the prevalence of certified mental health illness among children is a

Co-Sponsors:

critical issue due to the effects on the child, their family and the community. Amply documented evidence confirms that early intervention and prevention can help to address a child's behavioral and mental needs before symptoms exacerbate into more detrimental social, emotional or academic behaviors or activities; and

**Council
Members
Harlee
McCoy
Gray
Oliver**

WHEREAS, increasing the ratio of certified school counselors, school psychologists, school social workers and school nurses to students to minimally meet research-based best practices, would provide students more individual attention for academic or social guidance, early detection of learning problems and difficulties, and mental health service referrals and support; and

WHEREAS, without adequate resources to support our students, these challenges manifest as frequent and at times, severe disruptions in school that take impact learning and affect all our students; and

WHEREAS, studies have shown that when mental health prevention and intervention programs are coordinated with families and communities, they are likely to be more effective than stand-alone programs. A strong and trusting relationship among providers, certified school-based mental health professionals, school administrators, educators and parents is

essential to support positive student mental, behavioral, interpersonal and academic outcomes;
and

WHEREAS, leading counseling and mental health organizations, including the American School Counselor Association, the National Association of School Psychologists, and the School Social Worker Association of America recommend that schools maintain all of the following:

- a) A maximum student to school counselor ratio of 250 to 1
- b) A maximum student to school social worker ratio of 250 to 1
- c) A student to school psychologist ratio of 500-700 to 1

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON, that City Council and its constituent associations urge state and local policymakers and school districts to employ research-based best practice ratios of certified school counselors, school psychologists, school social workers, who are the most qualified professionals to provide school-based mental health services to students.

Passed by City Council,

Attest: _____
City Clerk

SYNOPSIS: This Resolution calls upon the Delaware General Assembly to enact legislation employing research-based best practice ratios of school counselors, school psychologists, school social workers. Nearly 90% of Delaware elementary schools do not employ a school social worker, and ratios of students to school counselors and school psychologists far exceed national best practices. As youth spend a large amount of time in school settings, it is imperative that state and local policies prioritize the use of school-based mental health interventions, services and personnel to ensure all children, youth and their families can reach their fullest potential.

AN ORDINANCE TO APPROVE THE REMOVAL OF A PORTION OF BALL PLACE FROM THE OFFICIAL CITY MAP

#4621

Sponsor:

**Council
Member
Harlee**

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

WHEREAS, Michael Marinelli (the "Applicant"), the owner of six parcels located on the northeast corner of the block bounded by Fourth, Fifth, Tatnall, and West Streets (collectively, the "Parcels"), would like to relocate his contractor shop to the Parcels; and

WHEREAS, the Parcels are currently developed with a vacant two-story building and an accessory parking lot; and

WHEREAS, the accessory parking lot abuts a short segment of Ball Place, which is approximately ten feet by forty-seven feet (the "Property"); and

WHEREAS, the Applicant has requested the removal of the Property from the Official City Map, as more particularly illustrated on Exhibit "A" attached hereto, in order to acquire the Property and expand the accessory parking lot; and

WHEREAS, the City has not been able to determine the ownership of Ball Place, which is a non-functioning alley; and

WHEREAS, the Department of Public Works has advised that: 1) there are no public water or sewer lines within the Property's right-of-way and 2) the Division of Transportation has no issues with the removal of the Property from the Official City Map; and

WHEREAS, the Department of Planning supports the removal of the Property from the Official City Map because: 1) the alleyway no longer serves the purpose for which it was established and it is not a functional alley; 2) there are no affected utilities within the alley bed; 3) existing conditions, including deteriorated road conditions, a change in topography which severely impedes access from Tatnall Street, and the presence of vegetative overgrowth and other obstacles, currently prevent the navigation of the full length of the alleyway; 4) leaving the other, longer segment of the alleyway in place assures that access rights are preserved for all of the parcels adjacent to the Property except for the Applicant's parcel; and 5) there are no findings to suggest that the street removal would create a detriment to the general public or to public safety; and

WHEREAS, the Fire Marshal's Office has no objection to the removal of the Property from the Official City Map because the provision of adequate access would be evaluated as a part of the subdivision and permitting processes for future development activity; and

WHEREAS, there is a lack of public interest in the Property; and

WHEREAS, there are no findings to suggest that the removal of the Property would create a detriment to the general public or to public safety; and

WHEREAS, the City Planning Commission has adopted Planning Commission Resolution 22-18, which recommended approval of the Applicant's request to remove the Property from the Official City Map; and

WHEREAS, the City Council deems it necessary and appropriate to approve the removal of the Property referenced in Exhibit "A" from the Official City Map.

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

SECTION 1. The removal from the Official City Map of a ten foot by forty-seven foot portion of Ball Place, which is illustrated on Exhibit "A" attached hereto, is hereby approved, and the Official City Map is hereby amended to reflect such removal.

SECTION 2. All City departments are hereby authorized to take any and all necessary actions required for the proposed removal of the ten foot by forty-seven foot portion of Ball Place from the Official City Map.

SECTION 3. This Ordinance shall become effective immediately upon its date of passage by the City Council and approval by the Mayor.

First Reading.....February 28, 2019
Second Reading.....February 28, 2019
Third Reading.....

Passed by City Council,

President of City Council

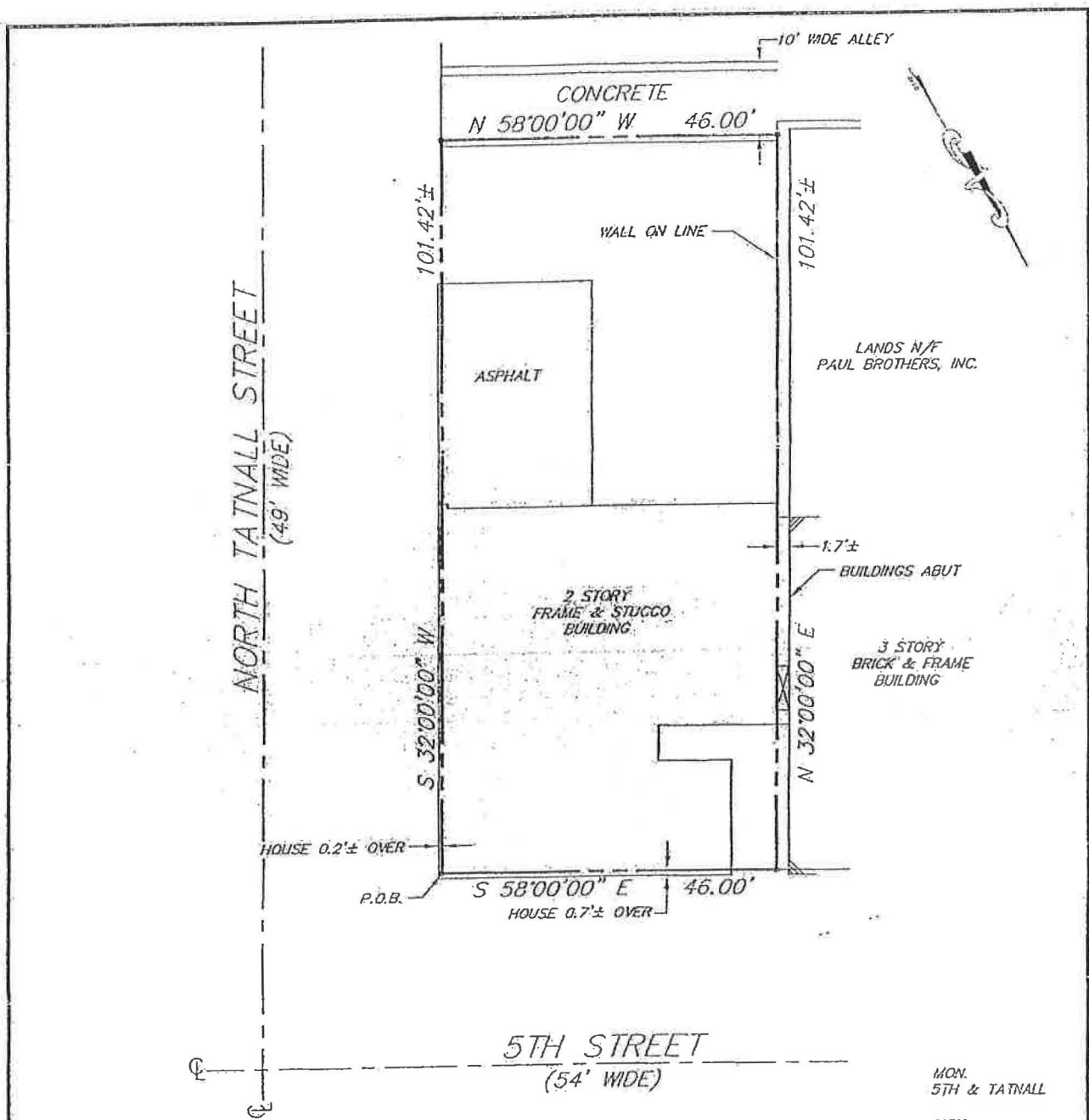
ATTEST: _____
City Clerk

Approved this ___ day of _____, 2019.

Mayor

SYNOPSIS: This Ordinance authorizes the removal of a ten foot by forty-seven foot portion of Ball Place from the Official City Map.

EXHIBIT A



THIS PLAN DOES NOT REPRESENT A PROPERTY SURVEY & SHOULD NOT BE USED FOR FURTHER IMPROVEMENTS. CORNERS HAVE NOT BEEN STAKED UNLESS NOTED. PARCEL IS SUBJECT TO EASEMENTS, RESTRICTIONS & RESERVATIONS OF RECORD.

MON.
5TH & TATNALL

MON.
4TH & TATNALL

SURVEY CLASS: B

MORTGAGE INSPECTION PLAN

THE FLYNN COMPANY

415 - 427 NORTH TATNALL STREET
CITY OF WILMINGTON
NEW CASTLE COUNTY, DELAWARE

PROJECT	TAX PARCEL #	DEED REF.	DATE	SCALE
507-0331	VARIOUS	2017-339	11-19-03	1" = 20'

[Signature]
APPROVED BY

PLANNED
PROFESSIONAL
SURVEYING
CORPORATION
EAST
COAST
SURVEY

P.O. BOX 265
YORKLYN, DE 19736
PHONE: 302/234-8100

CPC RESOLUTION 22-18

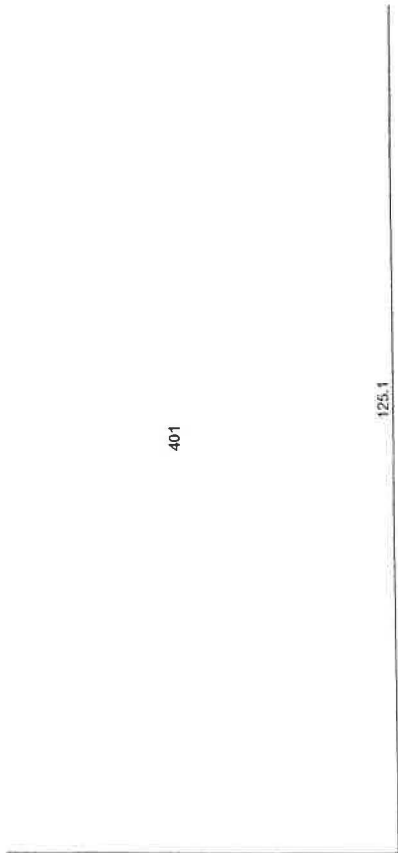
A proposal to remove a portion of Ball Place from the Official City Map

 Portion of Alley Subject to Removal

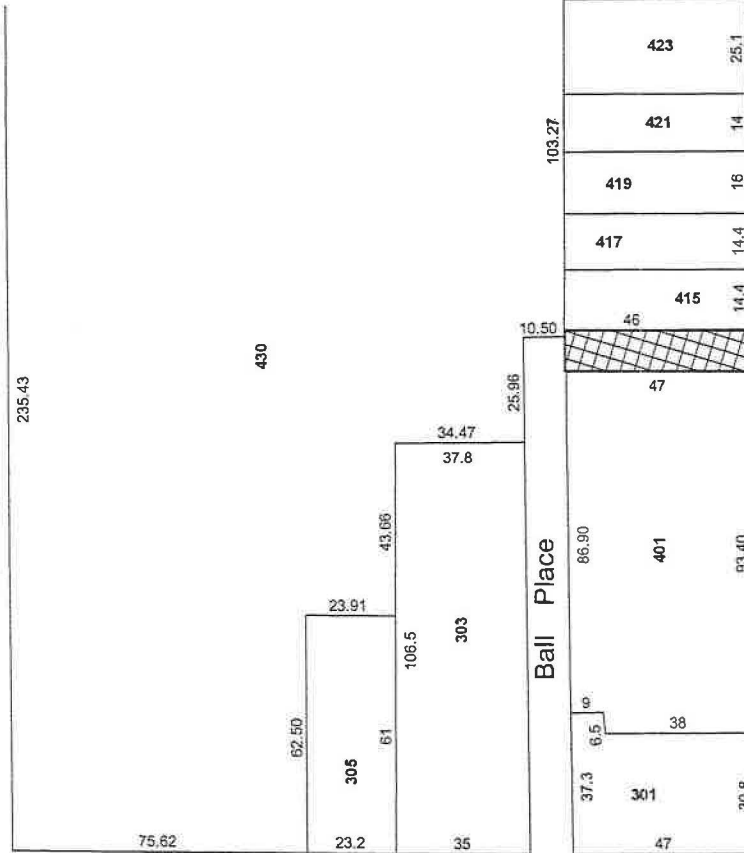
30	305	509
19.17	19	71

209	205
48.5	164

W 5th St

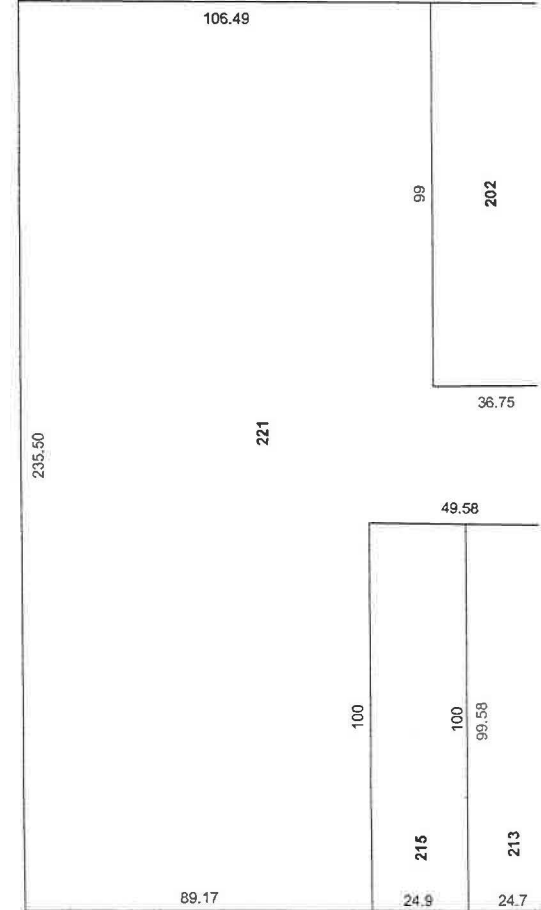


N West St



Ball Place

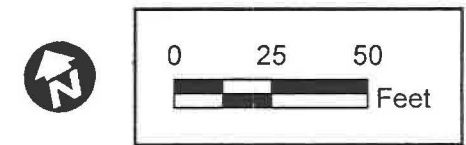
N Tatnall St



W 4th St

33.33	27	18	27.48
406	404	402	400

24	310	113.88	301	76.54
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November 2018

317	265
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Wilmington, Delaware
April 4, 2019

#4635

Sponsor:

Council
Member
Harlee

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

WHEREAS, the Department of Parks and Recreation submitted a grant application to the Laffey-McHugh Foundation in the amount of \$10,000.00 for the City's 2019 Summer Youth Career Development Program (the "Youth Program"); and

WHEREAS, the grant funds will be used to provide training and technical assistance for the Youth Program; and

WHEREAS, the Youth Program offers employment opportunities to the City's youth ages 14 to 20; and

WHEREAS, the City is not required to provide matching funds for receipt of these grant funds; and

WHEREAS, the Department of Parks and Recreation recommends that City Council approve the City's grant application; and

WHEREAS, City Council deems it necessary and appropriate to authorize the grant application, for the aforesaid purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON that the Department of Parks and Recreation's grant application to the Laffey-McHugh Foundation in the amount of \$10,000.00 is hereby authorized.

BE IT FURTHER RESOLVED that the Director of Parks and Recreation, or his designee, shall be authorized to take all necessary actions to accept any and all funds associated with the grant application and to fulfill the grant requirements.

Passed by City Council,

ATTEST: _____
City Clerk

SYNOPSIS: This Resolution authorizes the Department of Parks and Recreation's application for a grant from the Laffey-McHugh Foundation in the amount of \$10,000.00. The funds would be used to provide training and technical assistance for the City's 2019 Summer Youth Career Development Program. No local matching funds are required.

FISCAL IMPACT STATEMENT: This grant would not have a negative impact on the City because no local matching funds are required.

Wilmington, Delaware
April 4, 2019

#4636

Sponsor:

Council
Member
Harlee

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

WHEREAS, the Department of Parks and Recreation has applied for a grant from the Delaware Department of Education in the amount of \$954,912.00 to support the City's 2019 Summer Food Service Program (the "Summer Food Program"); and

WHEREAS, the proposed grant funds will be used to provide meal service for the Summer Food Program; and

WHEREAS, the Summer Food Program offers breakfasts, lunches, and dinners during the months of June through August 2019 to children via local community centers, camps, and other organizations; and

WHEREAS, the City is not required to provide matching funds for receipt of these grant funds; and

WHEREAS, the Department of Parks and Recreation recommends that City Council approve the City's grant application; and

WHEREAS, the Council deems it necessary and appropriate to authorize the grant application, for the aforesaid purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON that the Department of Parks and Recreation's grant application to the Delaware Department of Education in the amount of \$954,912.00 is hereby authorized.

BE IT FURTHER RESOLVED that the Director of Parks and Recreation, or his designee, shall be authorized to take all necessary actions to accept any and all funds associated with the grant application and to fulfill the grant requirements.

Passed by City Council,

ATTEST: _____
City Clerk

SYNOPSIS: This Resolution authorizes the Department of Parks and Recreation's application for a grant from the Delaware Department of Education in the amount of \$945,912.00. The funds would be used to provide meal service for the City's 2019 Summer Food Service Program. No local matching funds are required.

FISCAL IMPACT STATEMENT: This grant would not have a negative impact on the City because no local matching funds are required.

SUBSTITUTE NO. 1 TO ORDINANCE NO. 19-002

AN ORDINANCE TO ENACT CERTAIN PARKING REGULATIONS

WHEREAS, pursuant to the City Charter and Chapter 37 of the City Code, the Department of Public Works has proposed and the City Council deems it necessary and proper to enact the parking regulations set forth herein.

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

SECTION 1. That “**NO PARKING BETWEEN SIGNS**” signs be installed at the following locations:

- a. On the eastside of North Cleveland Avenue beginning 44 feet north of the northerly building line of Conrad Street and extending north 20 feet.
- b. On the southside of West 6th Street beginning at the westerly building line of North Van Buren Street and extending west 49 feet.

SECTION 2. That “**NO PARKING CHILD DROP OFF/PICK UP 7:00 AM to 9:00 AM, EXCEPT SATURDAYS AND SUNDAYS**” signs be installed on the southside of West 6th Street beginning 54 feet from the easterly building line of North Van Buren Street and extending east 20 feet.

SECTION 3. That “**NO PARKING CHILD DROP OFF/PICK UP 3:00 PM to 5:30 PM, EXCEPT SATURDAYS AND SUNDAYS**” signs be installed on the southside of West 6th Street beginning 54 feet from the easterly building line of North Van Buren Street and extending east 20 feet.

SECTION 4. That “**NO PARKING LOADING ZONE 8:00 AM TO 6:00 PM, EXCEPT SATURDAYS AND SUNDAYS**” signs be installed on the eastside of North

#4616

Sponsors:

Council
Members
Turner
Harlee
Williams

Market Street beginning 20 feet from the northerly building line of East 5th Street and extending north 60 feet.

SECTION 5. That the portions of legislation that designate the following be hereby **RESCINDED** to allow for the **REMOVAL** of signs as stated herein:

a. **“NO PARKING BUS STOP BETWEEN SIGNS”** signs be removed on the northside of West 4th Street beginning at the westerly building line of North Jefferson Street and extending west 60 feet.

b. **“NO PARKING LOADING ZONE 8:00 AM TO 6:00 PM, EXCEPT SATURDAYS AND SUNDAYS”** signs be removed from the following locations:

1. On the southside of West 10th Street beginning 110 feet from the westerly building line of North Washington Street and extending 65 feet west.

2. On the northside of Lancaster Avenue beginning 20 feet from the westerly building line of North Clayton Street and extending 30 feet west.

c. **“15 MINUTE PARKING 8:00 AM TO 6:00 PM, EXCEPT SUNDAYS”** signs be removed on the westside of North Union Street beginning 50 feet from the southerly building line of West 8th Street and extending south 20 feet.

SECTION 6. That **“ALL-WAY STOP SIGNS”** be installed at the following intersections:

a. North Clayton Street & Maple Street

b. West 32nd Street & North Madison Street

SECTION 7. This Ordinance shall become effective immediately upon its passage by City Council and approval by the Mayor.

First Reading..... February 7, 2019
Second Reading..... February 7, 2019
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2019.

Mayor

SYNOPSIS: This Substitute Ordinance approves various parking regulations in the City.

W0104899

Wilmington, Delaware
April 4, 2019

#4637

Sponsor:

Council
Member
Turner

WHEREAS, § 3-802 of the Wilmington Home Rule Charter provides that the Wilmington Parking Authority shall continue to be governed by the provisions of Title 22, Delaware Code, Chapter 5, until otherwise changed by law; and

WHEREAS, 22 Del. C. § 507 (also appearing as § 2-202 of the Related Laws part of the Wilmington City Code) provides inter alia that the Mayor shall appoint, for staggered terms of five (5) years each, the five (5) members of the Wilmington Parking Authority, subject to confirmation by the City Council; and

WHEREAS, Mayor Michael S. Purzycki wishes to (i) reappoint Jereline H. Coleman (whose term expired June 30, 2018), (ii) appoint Buck Simperts (to complete Patrick Carter's term which is set to expire on June 30, 2021), and (iii) appoint Jeffrey Flynn (to complete Leonard Sophrin's term, which is set to expire on June 30, 2019, and to thereafter commence a new five-year term beginning on July 1, 2019) to the Board of Directors of the Wilmington Parking Authority to serve as members of the said Board for terms to expire on June 30, 2023, June 30, 2021, and June 30, 2024 respectively; and

WHEREAS, the Wilmington City Council approves of said appointments and wishes to confirm the same.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON that the Wilmington City Council hereby approves and confirms the reappointment of Jereline H. Coleman and the appointment of Buck Simperts and Jeffrey Flynn by Mayor Michael S. Purzycki to the Board of Directors of the

Wilmington Parking Authority for terms ending June 30, 2023, June 30, 2021, and June 30, 2024, respectively.

Passed by City Council,

ATTEST: _____
City Clerk

SYNOPSIS: This Resolution confirms Mayor Michael S. Purzycki's reappointment of Jereline H. Coleman and his appointment of Buck Simperts and Jeffrey Flynn to the Board of Directors of the Wilmington Parking Authority for terms expiring June 30, 2023, June 30, 2021, and June 30, 2024, respectively.

Wilmington, Delaware
April 4, 2019

#4638

Sponsor:

**Council
Member
Turner**

WHEREAS, affordable, high-quality, and reliable fresh water is critical to the everyday lives of Delawareans, the stability and competitiveness of the state's economy, and Delaware's future economic development; and

WHEREAS, our economy is driven by agriculture and natural resource utilization, both of which are dependent on Delaware's jurisdictional waters. Federal policy changes over the last decade have left these streams and wetlands vulnerable to degradation or destruction; and

WHEREAS, while nature provides water, it takes pipes, pumps, treatment plants, and people working everyday to deliver clean, safe water to our homes and businesses, and then remove and treat wastewater so it can safely be returned to the environment; and

WHEREAS, the overwhelming weight of scientific evidence has confirmed that headwater streams and wetlands significantly affect the quantity and quality of water in larger bodies of water downstream and provide a wide variety of beneficial ecosystem services; and

WHEREAS, agriculture is Delaware's oldest, largest, and most valuable industry that relies on access to and the efficient use of water resources for the production of a diverse range of food and fiber for domestic and export markets; and

WHEREAS, municipalities depend on the Governor of Delaware and Delaware Department of Natural Resources and Environmental Control (DNREC) to adopt policies and regulations allocating a safe, sustainable supply of Delaware's water resources, establishing monitoring and accountability mechanisms and ensuring affordable services for everyone.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON, that City Council and its constituent calls on the Delaware General Assembly to apply public trust principles in developing long-term natural resource stewardship and management to protect the paramount interests of the public over those private entities, and the protection of waterways for the benefit of current and future generations.

Passed by City Council,

Attest: _____
City Clerk

SYNOPSIS: The human right to water and to sanitation constitutes the right of every individual, without discrimination, to sufficient, safe, acceptable, accessible and affordable water and sanitation for personal use. This Resolution urges the Delaware General Assembly to enact legislation addressing ways to enhance water resource management, utilization and ecosystem restoration, affirming Delaware’s commitment to ensuring affordable, accessible, acceptable and safe water sufficient to protect the health and dignity of Delaware residents.

Wilmington, Delaware
April 4, 2019

#4639

Sponsors:

Council
President
Shabazz

Council
Members
McCoy
Dixon
Freel
Harlee
Adams
Oliver
Congo
Williams

WHEREAS, according to the United States Centers for Disease Control and Prevention, over 16 million Americans have a disease caused by smoking, such as cancer, heart disease, stroke, lung diseases, diabetes, and chronic obstructive pulmonary disease (COPD), which includes emphysema and chronic bronchitis.; and

WHEREAS, over 480,000 American deaths are caused by smoking each year according to the United States Centers for Disease Control and Prevention; and

WHEREAS, 300 people below the age of 18 years old become daily cigarette smokers each day according to the United States Centers for Disease Control and Prevention; and

WHEREAS, at least 1,400 deaths in Delaware are caused by tobacco use each year; and

WHEREAS, products containing tobacco come in many forms such as cigarettes, cigars, dissolvables, hookah tobacco, nicotine gels, pipe tobacco, roll-your-own tobacco, smokeless tobacco products, which include- dip, snuff, snus, and chewing tobacco; vapes, e-cigarettes, hookah pens, and other electronic nicotine delivery systems (ENDS); and

WHEREAS, according to the United States Surgeon General, e-cigarettes are “devices that heat a liquid into an aerosol that the user inhales. The liquid usually has nicotine and flavoring in it, and other additives. The nicotine in e-cigarettes and regular cigarettes is addictive. E-cigarettes are considered tobacco products because most of them contain nicotine, which comes from tobacco.”; and

WHEREAS, the Delaware Code, in Title 11, Chapter 5, Subchapter 5, Section B. defines tobacco products as:

"any product that contains tobacco, including, but not limited to, cigarettes, cigars, pipe tobacco, snuff or smokeless tobacco and is intended for human consumption or use";
and

WHEREAS, the Delaware Code, in Title 11, Chapter 5, Subchapter 5, Section B. defines tobacco substitutes as:

“ any device employing a mechanical heating element, battery, or circuit, regardless of shape or size, that can be used to deliver nicotine into the body through inhalation and that has not been approved by the United States Food and Drug Administration for tobacco cessation or other medical purposes, or any noncombustible product containing nicotine intended for use in such a device that has not been approved by the United States Food and Drug Administration for tobacco cessation or other medical purposes”;
and

WHEREAS, in past years tobacco use by youth has decreased, but during the year of 2017- 2018, tobacco product use by high schoolers increased by 38% and increased by 29% among middle schoolers; and

WHEREAS, the United States Surgeon General has concluded that this increase in tobacco use by middle schoolers and high schoolers is most likely caused by the popularity of e-cigarettes; and

WHEREAS, the 2018 National Youth Tobacco Survey, administered by the United States Food and Drug Administration and the Centers for Disease Control and

Prevention found that there are over 3.6 million kids- under 18 years old in the United States using e-cigarettes; and

WHEREAS, The Institute of Medicine has issued a report in March 2015 titled “Public Health Implications of Raising the Minimum Age of Legal Access to Tobacco” and determined that increasing the “Minimum Legal Age” for tobacco products will likely prevent or delay initiation of tobacco use by adolescents and young adults; and

WHEREAS, The Institute of Medicine report also concludes that raising the tobacco purchasing age to 21 “will mean that those who can legally obtain tobacco are less likely to be in the same social networks as high school students”; and

WHEREAS, according to the Campaign for Tobacco-Free Kids, there are six states- California, New Jersey, Massachusetts, Oregon, Hawaii and Maine- and over 430 municipalities-including Washington, D.C.- in the United States, that have raised the tobacco purchasing age to 21 years old; and

WHEREAS, the City of Wilmington Delaware and other municipalities and counties in the State of Delaware are preempted from enacting legislation to change the tobacco purchasing age to 21 years old, by Delaware Code, Title 11, Chapter 5, subchapter V. Part B, § 1127 Preemption; and

WHEREAS, Title 11, Title 16, and Title 30 in the Delaware Code contain sections pertaining to tobacco purchasing age and tobacco use in the State of Delaware; and

WHEREAS, U.S. Senate Bill 2100 and U.S. House Bill 4273, both referred to as the Tobacco to 21 Act were introduced in the United States Senate and House in November 2017 and have been referred to subcommittees for review; and

WHEREAS, on January 17th, 2019 in his State-of-the- State Address, Delaware Governor John Carney stated that he “intends to support... a proposal to raise the age for purchasing cigarettes from 18 to 21”; and

WHEREAS, Senator Brian Townsend has introduced Senate Bill 25 to the Delaware General Assembly to raise the tobacco purchasing age from 18 years old to 21 years old.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON, that Wilmington City Council declares its’ encouragement and support of legislation in the Delaware General Assembly to raise the tobacco purchasing age from 18 years old to 21 years old. Furthermore, it supports amendments to the Delaware code that support this age change.

Passed by City Council,

Attest: _____
City Clerk

SYNOPSIS: This Resolution encourages and supports the Delaware General Assembly in enacting legislation to raise the tobacco purchasing age from 18 years old to 21 years old.

AN ORDINANCE TO AUTHORIZE A MULTI-YEAR AMENDMENT TO CONTRACT 18022DFPS (PRINTING AND MAILING SERVICES) BETWEEN THE CITY OF WILMINGTON AND MAILROOM SYSTEMS, INC.

#4640

Sponsor:

Council
Member
Freel

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

WHEREAS, the City publicly advertised the specifications for Contract 18022DFPS - Printing and Mailing Services (the "Contract") - in accordance with the requirements of Section 8-200 of the City Charter, and subsequently awarded the Contract, a copy of which is available for review in the Department of Finance, to Mailroom Systems, Inc., the highest ranked proposer; and

WHEREAS, the primary purpose of the Contract is to provide printing and mailing services for tax and utility billing for the Division of Revenue, Department of Finance; and

WHEREAS, the term of the Contract is for a period of three (3) years from September 22, 2017 through September 21, 2020, at an estimated maximum price of One Hundred Twenty-Six Thousand Six Hundred Dollars (\$126,600.00) per year for an estimated maximum total price of Three Hundred Seventy-Nine Thousand Eight Hundred Dollars (\$379,800.00), with the possibility of two (2) additional extensions of one (1) year thereafter at the same annual price, at the option of the City, subject to budget appropriations; and

WHEREAS, the quantities contained in the Contract were underestimated and need to be increased, which will thereby increase the total amount of the Contract; and

WHEREAS, the City would like to enter into an amendment to the Contract (the "Amendment"), a copy of which, in substantial form, is attached hereto and incorporated by reference herein as Exhibit "A", which would provide for an increase in quantities from a

maximum of 300,000 items per year to a maximum of 600,000 items per year, thereby increasing the estimated annual price of the Contract from a maximum of one hundred twenty-six thousand, six hundred dollars (\$126,600.00) to a maximum of two hundred fifty-one thousand, one hundred dollars (\$251,100.00); and

WHEREAS, the unit pricing in the Contract would be maintained; and

WHEREAS, the estimated maximum cost to the City of the Amendment would be two hundred fifty-one thousand, one hundred dollars per year (\$251,100.00) for an estimated maximum total price of three hundred ninety-one thousand, one hundred thirty-seven dollars (\$391,137.00), with the possibility of two (2) additional extensions of one (1) year thereafter at the same estimated maximum annual price of two hundred fifty-one thousand, one hundred dollars (\$251,100.00); and

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

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

SECTION 1. The Amendment to the Contract between the City and Mailroom Systems, Inc., a copy of which, in substantial form, is attached hereto as Exhibit "A", for the period from March 1, 2019 through September 21, 2020, at an estimated maximum price of two hundred fifty-one thousand, one hundred dollars (\$251,100.00) per year for an estimated maximum total price of three hundred ninety-one thousand, one hundred thirty-seven dollars (\$391,137.00), with the possibility of two (2) additional extensions of one (1) year thereafter at the same annual price, is hereby 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. This Ordinance shall be effective upon its passage by City Council and approval by the Mayor.

First Reading.....April 4, 2019
Second Reading.....April 4, 2019
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2019.

Mayor

SYNOPSIS: This Ordinance authorizes the City to enter into a multi-year amendment to Contract 18022DFPS for printing and mailing services with Mailroom Systems, Inc. (the "Contract"), which increases the quantities under the Contract from a maximum of 300,000 items per year to a maximum of 600,000 items per year, thereby increasing the maximum estimated annual price of the Contract to \$251,100.00 and the maximum estimated total price of the Contract to \$391,137.00, with the possibility of two (2) additional extensions of one (1) year thereafter at the same annual price.

FISCAL IMPACT: The fiscal impact of this Ordinance is a contract for the period from March 1, 2019 through September 21, 2020, at an estimated maximum price of fifty-one thousand, one hundred dollars (\$251,100.00) per year for an estimated maximum total price of three hundred ninety-one thousand, one hundred thirty-seven dollars (\$391,137.00), with the possibility of two (2) additional extensions of one (1) year thereafter at the same annual price.

EXHIBIT A

**AMENDMENT NO. 1 TO CONTRACT 18022DFPS DATED JULY 16, 2017 BETWEEN
THE CITY OF WILMINGTON AND MAILROOM SYSTEMS, INC. TO INCREASE
THE ESTIMATED QUANTITIES AND THE TOTAL CONTRACT AMOUNT**

THIS AMENDMENT (the "Amendment") is entered into this ____ day of _____, 2019, by and between the CITY OF WILMINGTON, a municipal corporation of the State of Delaware (the "City"), and MAILROOM SYSTEMS, INC.

WHEREAS, the City and Mailroom Systems, Inc. wish to amend Contract 18022DFPS for printing and mailing services dated July 16, 2017 (the "Contract"); and

WHEREAS, the quantities listed in the Contract were underestimated and need to be increased, which will thereby increase the total amount of the Contract; and

WHEREAS, the unit pricing in the Contract will be maintained.

NOW, THEREFORE, WITNESSETH that the City and Mailroom Systems, Inc., in consideration of the mutual promises made below, agree as follows:

1. The chart titled Schedule 5 on Mailroom Systems, Inc.'s proposal, which is incorporated into the Contract pursuant to Article I of the Contract, shall be deleted in its entirety and replaced with the chart listed below (the "New Chart"). The New Chart shall apply for the remainder of the Contract term, including the renewal options (if exercised). The quantities are estimated.

Printing	600,000	EA	\$0.011	\$6,600
Folding – Tri-fold 8-1/2 x 11	600,000	EA	\$0.01	\$6,000
One Time Set-Up & Testing	1	EA	\$0.0	
Insert Statement & Return Envelope (2 pc)	1,200,000	EA	\$0.0065	\$7,800
Presorting	600,000	EA	\$0.015	\$3,900
Mailing – Postage	600,000	EA	\$0.378	\$226,800
Grand Total				\$251,100

2. The effective date of this Amendment shall be March 1, 2019. This Amendment is subject to approval by the City Council.
3. All other terms and conditions of the Agreement 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: J. Brett Taylor
Title: Director of Finance

MAILROOM SYSTEMS, INC.

WITNESS: _____

By:
Title:

W0104216

Wilmington, Delaware
April 4, 2019

#4641

Sponsors:

Council
Members
Oliver
Freel

WHEREAS, pursuant to City Charter Section 1-101, the City of Wilmington (the “City”) may acquire, hold, manage, and dispose of property on such terms as it deems proper for any municipal purpose; and

WHEREAS, City Code Section 2-621(a) authorizes the Department of Real Estate and Housing to conduct disposition proceedings of real property owned by the City; and

WHEREAS, City Code Section 2-621(c) provides that governmental agencies are exempt from the City’s bid procedures and that, upon the declaration of a property as approved for disposition by resolution of City Council, the Department of Real Estate and Housing may lease property owned by the City to a governmental agency; and

WHEREAS, the City is the owner of that certain real property commonly known as Kirkwood Park, which is bounded by the Brandywine River, Northeast Boulevard, North Spruce Street, East 11th Street, North Pine Street, and certain lands respectively owned by the Christina School District and the New Castle County Vocational Technical School District (the “District”); and

WHEREAS, the District, a governmental agency, is comprised of several schools, one of which is Howard High School of Technology (“Howard”); and

WHEREAS, Howard has utilized a portion of Kirkwood Park (the “Practice Field Area”) for numerous years as a practice field for its students; and

WHEREAS, the District would like to install a turf practice field (the “Turf Practice Field”) on the Practice Field Area for use by Howard students and members of the public; and

WHEREAS, the City has negotiated a proposed lease with the District (the "Lease"), a copy of which is attached hereto as Exhibit A, for the Practice Field Area so that the District may install the Turf Practice Field; and

WHEREAS, the Lease provides (i) that the installation of the Turf Practice Field will be at the District's sole cost and expense and (ii) for public access to the Turf Practice Field.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON that the Council hereby approves the disposition of the Practice Field Area to New Castle County Vocational Technical School District pursuant to terms of the Lease.

BE IT FURTHER RESOLVED that the Mayor, or his designee, is hereby authorized to execute the Lease, attached hereto as Exhibit A, and the appropriate officers of the City are hereby authorized and directed to take all such actions and to execute any and all documents necessary to effectuate the Lease.

Passed by City Council,

ATTEST: _____
City Clerk

SYNOPSIS: This Resolution authorizes the City to enter into a lease with New Castle County Vocational Technical School District School of a portion of Kirkwood Park for the installation of a turf practice field for use by Howard High School of Technology and members of the public.

W0105053

EXHIBIT A

LEASE

(Kirkwood Park Practice Field)

THIS LEASE (this "Lease"), dated the ___ day of _____, 2019 (the "Effective Date"), is made by and between **THE CITY OF WILMINGTON**, a municipal corporation of the State of Delaware ("City"), having an address of 800 N. French Street, Wilmington, Delaware 19801, as landlord, and the **NEW CASTLE COUNTY VOCATIONAL TECHNICAL SCHOOL DISTRICT** (the "District"), having an address of 1417 Newport Road, Wilmington, DE 19804, Attn: Superintendent, as tenant.

RECITALS:

WHEREAS, the City owns Kirkwood Park, which is bounded by the Brandywine River, Northeast Boulevard, North Spruce Street, East 11th Street, North Pine Street and certain lands respectively owned by the Christina School District and the District;

WHEREAS, Section 154 of House Bill No. 475 (the "2019 Bond Bill") authorizes the District to transfer non-obligated funds from the Howard High School/1927 Building Renovation Project for the construction of multi-purpose fields for athletics in Kirkwood Park;

WHEREAS, the City has an interest in facilitating the installation of a turf athletic field in Kirkwood Park in order to benefit City residents, Howard High School of Technology ("Howard High School") students and other organizations and groups offering athletic programs for City residents;

WHEREAS, the City has determined that the District's installation of a turf field in the portion of Kirkwood Park that is currently being used as a football practice field will enhance the athletic and recreational opportunities available within Kirkwood Park; and

WHEREAS, in light of the foregoing, the City desires to lease the Practice Field (hereinafter defined) to the District under the terms and conditions of this Lease to the extent permitted under 22 *Del. C.* § 117.

NOW, THEREFORE, for and in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the District to be paid, kept and performed, the City has demised and leased and by these presents does demise and lease unto the District, and the District, does hereby take and hire from the City, for the term and subject to the covenants and conditions hereinafter expressed, the Practice Field, together with any and all improvements, appurtenances, rights, privileges and easements benefitting, belonging, or pertaining thereto.

1. Definitions. As used in this Lease, the following terms shall have the meanings set forth below.

(a) "Alterations" shall mean any alteration, addition, demolition, replacement, or change to the Practice Field following the Turf Field Installation.

(b) “City Time” means the time period allocated to the City for its or its designees’ and invitees’ use of the Practice Field, which allocation is described in Section 4(b). City Time shall expressly exclude any time period designated as District Time.

(c) “Commencement Date” means the date that is the later of (i) the Effective Date or (ii) the date that the Wilmington City Council approves this Lease.

(d) “DBE” is defined in Section 5(e).

(e) “District Time” means that period of time that the District shall have a right of exclusive use of the Practice Field or may exclusively select the users of the Practice Field.

(f) “Effective Date” has the meaning ascribed to such term in the first paragraph of this Lease.

(g) “Existing Users” means those sports teams and other individuals or organizations, excluding the District, who, historically, have been specifically invited, or otherwise specifically permitted, to use the Practice Field by the City.

(h) “Event of Default” is defined in Section 14(a).

(i) “Expiration Date” is defined in Section 2(a).

(j) “City” has the meaning ascribed to such term in the first paragraph of this Lease.

(k) “Law(s)” means all present and future laws, statutes, codes, ordinances, orders, rules and regulations of all federal, state and local governments, agencies and authorities having jurisdiction over the Practice Field.

(l) “Lease” has the meaning ascribed to such term in the first paragraph of this Lease.

(m) “Material Alteration” shall mean any Alteration that would limit or restrict Public Time or City Time at the Practice Field for a continuous period of more than five (5) days.

(n) “Permitted Use” means (1) any athletic or recreational use that is not a Prohibited Use or (2) any civic, community, educational, cultural or public activity approved by the City that is not a Prohibited Use.

(o) “Plans and Specifications” means those certain plans and specifications listed on Exhibit “B” attached hereto for the installation of a turf field on the Practice Field.

(p) “Practice Field” means that portion of Kirkwood Park that is currently being used as a practice football field, which is more particularly depicted on Exhibit “A” attached hereto.

(q) “Public Time” means the time period provided to the public to use the Practice Field, as set forth in Section 4(a).

(r) “Prohibited Use” means:

(i) selling, distributing, displaying, advertising or offering for sale any (A) alcohol, alcoholic beverages or illicit drugs, (B) paraphernalia commonly used in the use or ingestion of alcohol or illicit drugs, or (C) x-rated, pornographic, lewd, or so-called “adult” newspapers, books, magazines, films, pictures, video tapes, video disks, or other representations or merchandise of any kind;

(ii) any use that may bring disrepute on the City or the District;

(iii) any use prohibited by, or in violation of, the Law; and

(iv) any use inconsistent with the District policy attached hereto as Exhibit “C” (as such policy may be revised by the District in a manner consistent with 14 *Del. C. § 1056*).

(s) “Renewal Terms” is defined in Section 2(c).

(t) “Term” is defined in Section 2(a).

(u) “Termination Contingency Event” is defined in Section 2(b).

(v) “Termination Notice” is defined in Section 2(c).

(w) “Turf Field Installation” means the installation of a turf field on the Practice Field in accordance with the Plans and Specifications.

(x) “Use Agreements” is defined in Section 9.

2. Term; Contingency; Renewal.

(a) Subject to the renewal options set forth in Section 2(c) below, the term of this Lease (as it may be extended, the “Term”) shall commence on the Commencement Date and shall expire on the day immediately preceding the fiftieth (50th) anniversary of the Commencement Date (unless extended or terminated pursuant to Section 2(b) or (c) below, the “Expiration Date”).

(b) This Lease shall automatically terminate if (i) the funds transferred pursuant to Section 154 of the 2019 Bond Bill are insufficient to complete the Turf Field Installation or (ii) this Lease is not approved by the Co-Chairs of the Joint Legislative Committee on the Capital Improvement Program and the Director of the Office of Management and Budget

(the events described in the preceding clauses (i) and (ii) each being a "Termination Contingency Event"). Upon the occurrence of a Termination Contingency Event, the District shall promptly notify the City of the occurrence of such Termination Contingency Event.

(c) Absent the delivery of a written notice of termination from either party to the other at least sixty (60) days prior to then current Expiration Date (a "Termination Notice"), this Lease shall automatically renew without any action by either party beyond the initial Expiration Date and each successive Expiration Date thereafter, on a year to year basis ("Renewal Terms"), as long as (i) the District continues to use the Practice Field and (ii) an Event of Default has not occurred that remains uncured to the City's satisfaction. Notwithstanding anything to the contrary in this Lease, there shall be no more than twenty (20) Renewal Terms under this Lease, and this Lease shall automatically terminate on the last day of the 20th Renewal Term.

3. Rent. On or prior to the Commencement Date, the District shall pay to the City the sum of Ten Dollars (\$10.00) as the sole fixed rent amount payable under this Lease.

4. Use of Practice Field by the City of Wilmington and the General Public.

(a) Subject to safety limitations instituted by the District in accordance with this Section, the weather, acts of God and other similar causes beyond the control of the District, the District hereby agrees that the Practice Field shall be made available for use by the general public when approved by the District, which approval shall not be unreasonably withheld. The period of time described in the preceding sentence is referred to herein as "Public Time". In order to request usage of the Practice Field, the general public must complete a District Facilities Request Form as outlined in District Policy #501 entitled "Use of School Facilities" ("District Policy #501"). The general public shall be required to comply with District Policy #501 when using the Practice Field. Such use by the general public shall also be subject to all such reasonable rules and regulations for safety and operations as the District may prescribe in its discretion, including, without limitation, any restrictions the District may establish to prevent the objectionable or unlawful use of the Practice Field or any use that could cause immediate damage to the Practice Field. The rights of the public described herein are subordinate, under and subject to the terms of this Lease, matters of public record and all applicable Laws.

(b) Subject to safety limitations instituted by the District in accordance with this Section, the weather, acts of God and other similar causes beyond the control of the District, the District will make the Practice Field available for scheduling by the City of Wilmington's Department of Parks and Recreation for supervised public use, at no charge, for a minimum of an average of twenty (20) hours per month as determined on an annual basis. The period of time described in the preceding sentence is referred to herein as "City Time". Any unused City Time shall be forfeited. The District agrees that it shall not unreasonably withhold its consent to requests from the City for additional City Time beyond the minimum twenty (20) hours per month to the extent the Practice Field is available during the requested period of time. Representatives of the District and the Director of the City of Wilmington's Department of Parks and Recreation or his/her designee shall meet no less than twice per year to discuss the scheduling and allocation of City Time. The District shall maintain a schedule for the Practice Field, and the Director of the City of Wilmington's Department of Parks and Recreation or his/her designee will determine who is permitted to use the Practice Field during City Time. Such determination will be

made at least fourteen (14) days prior to the use of the Practice Field. Such use shall be permitted during normal hours of operation of the Practice Field as and when agreed to by the City and the District. Such use shall be subject to all such reasonable rules and regulations for safety and operations as the District may prescribe in its discretion, including, without limitation, any restrictions the District may establish to prevent the objectionable or unlawful use of the Practice Field or any use that could cause immediate damage to the Practice Field. All use of the Practice Field during City Time shall be at such user's own risk, and nothing contained herein shall be construed to allow the general public to use the Practice Field except as provided herein.

(c) The parties agree that all Existing Users will continue to have the right to use the Practice Field under similar terms (subject to rate increases to reflect inflation) as past practice so long as such Existing User continues to use the Practice Field at least once per calendar year. The time for exclusive use of the Practice Field by Existing Users will be deducted from City Time.

5. Turf Field Installation and Future Alterations.

(a) The Turf Field Installation shall commence no later than August 1, 2019 and shall be completed no later than December 1, 2019. If the District is unable to comply with these deadlines, it shall promptly notify the City and shall commit to new deadlines in writing that are reasonably acceptable to the City.

(b) The District shall have the right to make Alterations to the Practice Field at the District's sole cost and expense; provided, however, any Alteration that is a Material Alteration shall be subject to the City's prior written consent which shall not be unreasonably withheld, conditioned or delayed. The District shall be solely responsible for all engineering, technical and safety standards for the Turf Field Installation and for any Alterations.

(c) Notice is hereby given that the City shall not be liable for any labor or materials furnished or to be furnished to the District upon credit, and that no mechanic's or other lien for any such labor or materials shall attach to or affect the interest of the City in and to the Practice Field. Whenever and as often as any mechanic's lien shall have been filed against the Practice Field based upon any action or omission of the District or of anyone claiming through the District, the District shall either (i) within thirty (30) days after written notice from the City of the filing thereof, take such action by bonding, deposit or payment as will remove the lien as to the Practice Field such as reasonably protects the Practice Field from execution of such lien, to the reasonable satisfaction of the City, or (ii) contest any such lien in good faith and with all due diligence so long as any such contest, or action taken in connection therewith, protects the interests of the City. If the District shall fail to cause such lien to be so removed or fail to commence any such contest within such thirty (30) day period after being notified of the filing thereof, then, in addition to any other right or remedy of the City, the City may discharge the same by paying the amount of such lien or any portion thereof without inquiry as to the validity thereof, and such amount and all costs and expenses, including reasonable attorneys' fees and interest, incurred by the City in procuring the discharge of such lien shall be due and payable by the District to the City, as additional rent hereunder. The District shall indemnify, defend and hold harmless the City against all such liens, charges and encumbrances, expressed or implied, which may encumber the Practice Field.

(d) Prior to commencing the Turf Field Installation or any Alterations, unless expressly waived in writing by the City, the District shall obtain builders' risk insurance covering the Turf Field Installation or the Alterations, as applicable, to the full extent of the insurable replacement cost thereof for special perils. The policy shall expressly waive and bar any claim of subrogation against City. The policy shall be provided by an insurer licensed to do business in the State of Delaware.

(e) Prior to commencing the Turf Field Installation or any Alterations, the District and the District's general contractor shall review the City of Wilmington's Disadvantaged Business Enterprise ("DBE") list and shall incorporate potential DBEs into the bid package mailing list or otherwise invite such potential DBEs to submit bids in the same manner as all other potential bidders when bidding for construction or operational contracts. The District and the District's general contractor shall also work with local workforce development programs to identify local residents who would be eligible for employment on said project and shall work with said workforce development program to implement placement strategies to allow for increased participation of local residents to the extent practical without undue burden or cost.

(f) Until the Expiration Date or date of sooner termination of the Term of this Lease, the District shall retain title to the equipment and other items installed on the Practice Field. Upon the Expiration Date or date of sooner termination of the Term of this Lease, the equipment and other items installed on the Practice Field shall be and become the property of the City, free from any liens or claims of the District whatsoever, without any compensation therefor from the City to the District, except that all tangible personal property not permanently part of the Practice Field may be removed by the District at or prior to the Expiration Date or date of earlier termination of the Term of this Lease; provided that in the event of such removal at the Expiration Date or date of earlier termination, the District shall repair or pay the cost of repairing any damage to the Practice Field caused thereby.

6. Taxes and Utility Expenses. During the Term of this Lease, the District shall pay and discharge, or shall cause to be paid and discharged, as and when the same shall become due and payable, to the extent legally assessed against the Practice Field, all real estate taxes, special and general assessments, utility charges (including, but not limited to, charges for electric, stormwater, sewer and water), and all other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary.

7. Maintenance, Repair and Obligations.

(a) The District shall, at its sole cost and expense, keep, or cause to be kept, the Practice Field in good order and repair and shall make all restorations and improvements necessary to maintain the Practice Field in a good, safe and clean condition, including, but not limited to, (i) making necessary repairs to the playing surface, drainage system and any surrounding fencing; (ii) cutting and maintaining any surrounding grass or landscaping; and (iii) collecting and disposing of any trash that accumulates on or around the Practice Field. The District shall provide City with notice of any proposed Alterations and shall not commence construction on any Material Alterations without obtaining the City's approval. All maintenance restorations, Alterations and repairs shall be done in a good and workmanlike manner by qualified contractors.

(b) During the Term of this Lease, the District shall, at its own cost and expense, promptly observe and comply with all Laws applicable to the Practice Field.

8. Insurance and Indemnity.

(a) Insurance. The District, at its sole cost and expense, for the mutual benefit of the City and the District, shall at all times during the Term of this Lease, provide or confirm the procurement of, workers' compensation, commercial general liability and property damage liability insurance coverage for personal injury, sickness, disease or death, or for damage or injury to or destruction of property (including the loss of the use thereof) occurring upon, in, or about the Practice Field or any improvements erected or constructed thereon, to wit:

(i) Workers' Compensation & Employer's Liability Insurance

(A) The District and any vendor or independent contractor engaged for work or services on the Practice Field shall purchase and keep in force and effect workers' compensation insurance affording statutory coverage and containing statutory limits that will provide the applicable statutory benefits for employees of any employer who may or do suffer covered injuries or diseases while involved in the performance of their work at the Practice Field; and, even if permitted to do so by statute, the District, independent contractor, or vendor shall not reject any workers' compensation insurance option that, in the absence of such a rejection, would be applicable to any of the said employees.

(B) The District and any vendor or independent contractor shall purchase, and keep in force and effect, Employers' Liability insurance with maximum limits for each employee of \$1,000,000 for each bodily injury by accident or occupational disease, and \$1,000,000 aggregate maximum limits for all bodily injuries by accidents or occupational diseases within the coverage period, regardless of the number of employees who may sustain bodily injuries by accident or occupational disease.

(ii) Automobile and Commercial General Liability Insurance

(A) The District and any vendor or independent contractor shall purchase: (1) motor vehicle liability coverage with liability limits for bodily injury of at least \$1,000,000 with a combined single limit, and \$100,000 for property damage for owned, hired and non-owned vehicles, covering any and all claims for bodily injury and property damage that arise out of the District's, vendor's or independent contractor's performance of work, and (2) comprehensive commercial general liability ("CGL") insurance with limits of no less than \$1,000,000 per each occurrence and \$2,000,000 in the aggregate. The CGL policy shall be extended by endorsement or otherwise to also include (a) coverage for contractual liability assumed by the District, vendor and/or independent contractor, with defense provided in addition to and separate from policy limits for indemnities of the named insured, (b) coverage for Independent Contractor Liability, (c) coverage for broad form property damage liability, (d) coverage for personal injury and advertisers liability, and (e) products and completed operations. The City of Wilmington shall be named as an additional insured on the motor vehicle liability coverages and CGL coverages. The CGL policy shall provide an endorsement that specifically

waives any subrogation rights the insurer would otherwise have against the City of Wilmington, its officials or employees.

(iii) Professional Liability Insurance

(A) Each vendor or independent contractor hired by the District shall provide professional liability insurance with limits of at least \$1,000,000 per occurrence and \$1,000,000 in the aggregate to the extent that such insurance is commercially reasonable for the work being performed.

(iv) General Requirements for all Insurance

(A) All insurance required under this Lease except workers' compensation, employers' liability, and professional liability shall specifically name the City of Wilmington, its officials and employees as additional insureds.

(B) Every insurance policy, to the extent obtainable, shall provide written notice of cancellation to the City of such policy.

(C) Each policy shall be written by a carrier licensed by the State of Delaware that has, and maintains during the term of the policy, at least an "A" rating from the A.M. Best Agency with "Stable" outlook. Any change in this rating or outlook must be disclosed to the City by the District as soon as possible upon learning of the same.

(D) All insurance required under this Lease, except workers' compensation, employers' liability and professional liability, shall expressly provide that such insurance shall be primary insurance.

(E) The District shall procure and retain records including certificates of insurance evidencing the above-stated coverages and other requirements.

(b) The District shall deliver to the City certificates of insurance evidencing the existence of all policies of insurance described above. The District shall be permitted to maintain the coverages required by this Lease under one or more blanket policies of insurance that also cover other properties owned by the District.

(c) The District shall indemnify, defend and hold the City and its officials and employees harmless from any and all claims, lawsuits, loss, liability, costs or expenses, including reasonable attorneys' fees, arising out of or related to (i) any claim of bodily injury, property damage or other damages on the Practice Field or (ii) the activities, improvements and uses of the Practice Field contemplated by this Lease, except to the extent that such injury or damage results from the negligence, gross negligence or willful misconduct of the City or its officials or employees.

(d) The City shall not be liable or responsible for, and the District hereby releases the City from any and all claims with respect to, any loss, damage or injury to any property or person occasioned by (i) any condition, design, or defect in the Practice Field, (ii) the

District's use of the Practice Field, (ii) the repair or alteration of any part of the Practice Field, or (iii) any other cause whatsoever related to the use of the Practice Field.

9. Assignment and Sublease. The District shall not assign this Lease or otherwise transfer the District's interest in the Practice Field or any portion thereof to any person without obtaining, on each occasion, the express prior written consent of City. The City acknowledges and agrees that the District may enter into license and occupancy agreements (the "Use Agreements") for the use of the Practice Field for uses that are harmonious, tangential or supportive of the Permitted Use, under such terms and conditions as the District may desire and in compliance with applicable law. Notwithstanding the above, the District shall endeavor to engage other community and local groups who may be interested in utilizing the Practice Field, and the District shall develop criteria that will allow such groups to have reasonable access and use to the Practice Field.

10. CSO. The District acknowledges that a Combined Sewer Overflow ("CSO") structure is under a portion of the Practice Field, and the City will need both vehicular and pedestrian access over, across and around the Practice Field in order to conduct periodic inspections and clean-outs of such CSO structure. In order to accommodate the City's requirements for access to the CSO, the turf field to be installed by the District must be designed either (i) to include a perimeter of sufficient width and strength that a vehicle weighing ten (10) tons may be driven around the entire perimeter of the turf field or (ii) to support a vehicle weighing ten (10) tons being driven onto and across the turf field. Notwithstanding anything to the contrary in this Lease, the City shall have the right to temporarily close the Practice Field at any time, without notice, in order to clean-out, repair and/or replace the CSO structure, and the City shall have no obligation to repair or replace any portion of the Practice Field that is damaged by the clean-out, repair or replacement of the CSO structure unless such damage is caused by the negligence, gross negligence or willful misconduct of the City or its officials or employees. The City will endeavor, if possible, to provide twenty-four (24) hours' notice prior to closing the Practice Field to access the CSO structure.

11. Sewer Pipes. The District acknowledges that two sewer pipes are under a portion of the Practice Field, and the City will need both vehicular and pedestrian access over, across and around the Practice Field in the event either pipe fails, collapses, or needs repair or replacement. Notwithstanding anything to the contrary in this Lease, the City shall have the right to temporarily close the Practice Field at any time, without notice, to repair or replace either sewer pipe, and the City shall have no obligation to repair or replace any portion of the Practice Field that is damaged by the repair or replacement of either sewer pipe unless such damage is caused by the negligence, gross negligence or willful misconduct of the City or its officials or employees. The City will endeavor, if possible, to provide twenty-four (24) hours' notice prior to closing the Practice Field in order to repair and/or replace either pipe.

12. Tide Gate Valve. The District acknowledges that a tide gate valve is under a portion of the Practice Field. Notwithstanding anything to the contrary in this Lease, the City shall have vehicular and pedestrian access over, across and around the Practice Field, prior to the Turf Field Installation, to replace the tide gate valve, and the City thereafter shall have the right to temporarily close the Practice Field at any time, without notice, to repair or replace such tide gate valve. The City shall have no obligation to repair or replace any portion of the Practice Field that

is damaged by the repair or replacement of the tide gate valve unless such damage is caused by the negligence, gross negligence or willful misconduct of the City or its officials or employees. The City will endeavor, if possible, to provide twenty-four (24) hours' notice prior to closing the Practice Field in order to repair and/or replace the tide gate valve.

13. Quiet Enjoyment. The District, upon paying the rent and all other sums and charges to be paid by it under this Lease, and observing and keeping all covenants, warranties, agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Practice Field during the term of this Lease to the extent provided in this Lease.

14. Default Provisions.

(a) The occurrence and continuance any one or more of the following events shall constitute an "Event of Default" under this Lease:

(i) If the District ceases to own and/or operate Howard High School; or

(ii) If the District ceases to use the Practice Field as contemplated in this Lease; or

(iii) If default shall be made in the due and punctual payment of any rent or any other monetary payments to be made by the District to the City hereunder, when and as the same shall become due and payable, and such default shall continue for a period of ten (10) days after the District's receipt of written notice thereof from the City to the District; or

(iv) If default shall be made by the District in the performance of or compliance with any of the covenants, agreements, terms or conditions contained in this Lease and such default shall continue for a period of thirty (30) days after receipt of written notice specifying such default from the City to the District; or, if it shall not be reasonably possible to cure such default within a period of thirty (30) days, then such longer period reasonably designated by the City in order to allow the District to promptly remedy such default following the District's receipt of the default notice.

(b) If an Event of Default has occurred and continues beyond those periods of time herein granted to cure the same, then the City, in addition to any other remedies to which the City may be entitled at law or in equity, shall have the right to terminate this Lease by giving the District a notice of termination, whereupon the District's rights under this Lease shall terminate.

(c) THE CITY AND THE DISTRICT EACH AGREE TO AND THEY HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE LEASE, THE RELATIONSHIP OF THE CITY AND THE DISTRICT, OR THE DISTRICT'S USE OR OCCUPANCY OF THE PRACTICE FIELD, AND ANY CLAIM OR INJURY OR DAMAGE AND/OR ANY STATUTORY REMEDY.

15. Casualty. In the event of any casualty causing damage to, or destruction of, the Practice Field, the District, shall promptly restore the Practice Field as nearly as practicable to its condition prior to such damage or destruction. All insurance proceeds received by the District shall be applied to the payment of restoration of the Practice Field. In no event shall the City have any obligation under this Lease to repair, restore or rebuild the Practice Field.

16. Condemnation. If at any time during the Term of this Lease, title to the whole or any portion of the Practice Field shall be taken by exercise of the right of condemnation, eminent domain or by agreement between City and those authorized to exercise such right (all such proceedings being collectively referred to herein as a "taking"), this Lease shall terminate and expire on the date of such taking.

17. Notices. Every notice, approval or consent required by this Lease shall not be effective unless the same shall be in writing and sent postage prepaid, by (a) United States registered or certified mail, return receipt requested, (b) hand delivery, or (c) overnight courier, directed to the other party at its address hereinabove first mentioned, or such other address as either party may designate by notice given from time to time in accordance with this paragraph. Notices shall be deemed given when so sent; but time periods for performance following notice shall run from the date the notice has been delivered or delivery is refused.

18. Governing Law. This Lease and the performance of all the terms and conditions contained herein shall be governed, interpreted, construed and regulated by the laws of the State of Delaware. All disputes in connection with this Lease shall be resolved by the courts of New Castle County, Delaware. The parties agree to submit exclusively to the jurisdiction and venue of said courts.

19. Severability. Any provision of this Lease that may be determined by competent authority to be illegal, invalid, prohibited or unenforceable shall be ineffective to the extent of such illegality, invalidity, prohibition or unenforceability without invalidating the remaining terms and provisions hereof, and any such illegality, invalidity, prohibition or unenforceability shall not invalidate or render unenforceable any of the remaining terms and provisions hereof.

20. Entire Agreement; Amendments. This Lease shall constitute the entire agreement between the parties with respect to the subject matter of this Lease. This Lease shall not be modified or changed except by a writing executed and delivered by both parties.

21. Counterparts. This Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute but one and the same instrument.

22. Parties. Except as herein otherwise expressly provided, the covenants, conditions and agreements contained in this Lease shall bind, and inure to the benefit of, the District and the City and their respective successors and assigns.

23. No Partnership. It is understood and agreed that no party hereto shall be construed or held to be a partner, joint venturer or associate of the other in the conduct of the other's business, nor shall either party be liable for any debts incurred by the other; but it is

understood and agreed that the relationship is and at all times shall remain that of the City and the District.

24. Headings; Pronouns. The headings of the sections of this Lease are for convenience only and have no meaning with respect to this Lease or the rights or obligations of the parties hereto. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein: "person", as used herein, includes an individual, corporation, partnership, trust, unincorporated association, government, governmental authority, or other entity; "hereof", "herein", and "hereunder" and other words of similar import refer to this Lease as a whole; and "parties" means the City and the District. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of pronouns or nouns shall include the plural and vice versa.

25. Survival. All provisions of this Lease providing for indemnification or limitation of or protection against liability of either party and all other provisions hereof expressly stated to survive the termination of this Lease shall survive the termination, cancellation, or expiration of this Lease.

26. Computation of Time Periods. All periods of time referred to in this Lease shall include all Saturdays, Sundays and City, state or national holidays, unless the period of time specifies business days, provided that if the date or last date to perform any act or give any notice or approval shall fall on a Saturday, Sunday or holiday when City offices are closed, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or holiday when City offices are closed.

27. No Recordation of Lease. The City and the District agree that neither this Lease nor any memorandum thereof shall be recorded.

28. Time of the Essence. TIME IS OF THE ESSENCE IN ALL PROVISIONS OF THIS LEASE.

29. Joint Participation in Drafting. This Lease was drafted with the joint participation of the parties and shall not be construed for or against either party.

[signature page follows]

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

WITNESS:

CITY OF WILMINGTON

By: _____

Name: _____

Title: _____

Date: _____

WITNESS:

**NEW CASTLE COUNTY VOCATIONAL
TECHNICAL SCHOOL DISTRICT
BOARD OF EDUCATION**

By: _____

Name: _____

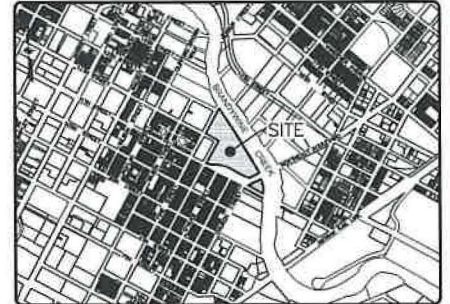
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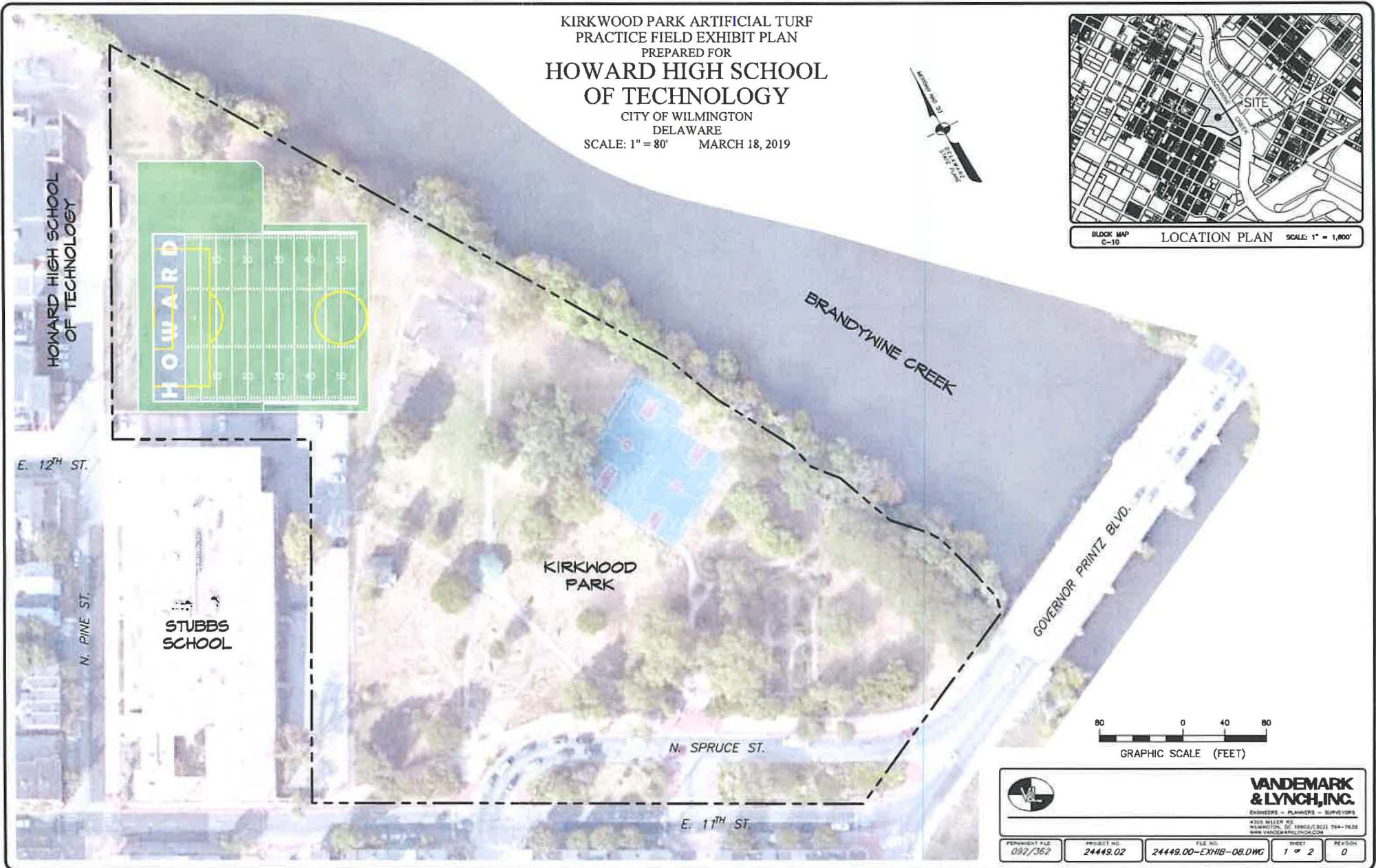
W0104855

EXHIBIT A
PRACTICE FIELD

KIRKWOOD PARK ARTIFICIAL TURF
 PRACTICE FIELD EXHIBIT PLAN
 PREPARED FOR
**HOWARD HIGH SCHOOL
 OF TECHNOLOGY**
 CITY OF WILMINGTON
 DELAWARE
 SCALE: 1" = 80' MARCH 18, 2019



BLOCK MAP C-10 LOCATION PLAN SCALE: 1" = 1,800'



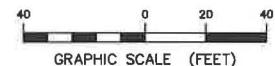
		VANDEMARK & LYNCH, INC. <small>ENGINEERS - PLANNERS - SURVEYORS</small> <small>4300 MILLER RD. WILMINGTON, DE 19802-1323 304-763-1933 WWW.VANDEMARKLYNCH.COM</small>		
				<small>PERMANENT FILE 092/362</small>

KIRKWOOD PARK ARTIFICIAL TURF
 PRACTICE FIELD EXHIBIT PLAN
 PREPARED FOR
**HOWARD HIGH SCHOOL
 OF TECHNOLOGY**
 CITY OF WILMINGTON
 DELAWARE
 SCALE: 1" = 40' MARCH 18, 2019



BLOCK MAP C-10 LOCATION PLAN SCALE: 1" = 1,800'

HOWARD HIGH SCHOOL OF TECHNOLOGY



VA
VANDEMARK & LYNCH, INC.
 ENGINEERS - PLANNERS - SURVEYORS
 4215 GILLETT RD
 WILMINGTON, DE 19802-2623 784-7638
 WWW.VANDEMARKLYNCH.COM

PERMANENT FILE 092/362	PROJECT NO. 24449.02	FILE NO. 24449.00-EXHIB-08.DWG	SHEET 2 OF 2	REVISION 0
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EXHIBIT B

PLANS AND SPECIFICATIONS FOR TURF FIELD INSTALLATION

SECTION 32 18 16.16

ARTIFICIAL GRASS – SLIT-FILM 2.25”

PART 1 - GENERAL

1.1 SUMMARY

- A. Furnish all labor, materials, tools and equipment necessary to install slit-film artificial grass as indicated on the plans and as specified herein; including components and accessories required for a complete installation. including but not limited to
 - 1. Acceptance of prepared sub-base.
 - 2. Coordination with related trades to ensure a complete, integrated, and timely installation: Aggregate base course, sub-base material (tested for permeability), grading and compacting, piping and drain components (when required); as provided under its respective trade section.

1.2 REFERENCE STANDARDS

- A. FM Factory Mutual
 - 1. P7825 - Approval Guide; Factory Mutual Research Corporation; current edition
- B. ASTM – American Society for Testing and Materials.
 - 1. D1577 - Standard Test Method for Linear Density of Textile Fiber
 - 2. D5848 - Standard Test Method for Mass Per Unit Area of Pile Yarn Floor Covering
 - 3. D1338 - Standard Test Method for Tuft Bind of Pile Yarn Floor Covering
 - 4. D1682 - Standard Method of Test for Breaking Load and Elongation of Textile Fabrics
 - 5. D5034 - Standard Test Method of Breaking Strength and Elongation of Textile Fabrics (Grab Test)
 - 6. F1015 - Standard Test Method for Relative Abrasiveness of Synthetic Turf Playing Surfaces
 - 7. D4491 - Standard Test Methods for Water Permeability of Geotextiles by Permittivity
 - 8. D2859 - Standard Test Method for Ignition Characteristics of Finished Textile Floor Covering Materials
 - 9. F355 - Standard Test Method for Shock-Absorbing Properties of Playing Surfaces.
 - 10. F1936 - Standard Test Method for Shock-Absorbing Properties of North American Football Field Playing Systems as Measured in the Field

1.3 SUBMITTALS

- A. Substitutions: Other products are acceptable if in compliance with all requirements of these specifications. Submit alternate products to Architect for approval prior to bidding in accordance Section 01 25 13, Product Substitution Procedures.
 - 1. Provide substantiation that proposed system does not violate any other

- manufacturer's patents, patents allowed or patents pending.
 - 2. Provide a sample copy of insured, non-prorated warranty and insurance policy information.
- B. Comply with Section 01 33 00, Submittals Procedures. Submit for approval prior to fabrication.
- C. Shop Drawings:
 - 1. Indicate field layout; field marking plan and details for the specified sports; i.e., NCAA Football; roll/seaming layout; methods of attachment, field openings and perimeter conditions.
 - 2. Show installation methods and construction indicating field verified conditions, clearances, measurements, terminations, drainage.
 - 3. Provide joint submission with related trades when requested by Architect.
- D. Product Data:
 - 1. Submit manufacturer's catalog cuts, material safety data sheets (MSDS), brochures, specifications; preparation and installation instructions and recommendations; storage, handling requirements and recommendations.
 - 2. Submit fiber manufacturer's name, type of fiber and composition of fiber.
 - 3. Submit data in sufficient detail to indicate compliance with the contract documents.
 - 4. Submit manufacturer's instructions for installation.
 - 5. Submit manufacturer's instructions for maintenance for the proper care and preventative maintenance of the synthetic turf system, including painting and markings.
- E. Samples: Submit a synthetic turf sample, 12 x 12 inches, representing the turf carpet portion of the product proposed for this project.
- F. Product Certification:
 - 1. Submit manufacturer's certification that products and materials comply with requirements of the specifications.
 - 2. Submit test results indicating compliance with Reference Standards.
- G. Project Record Documents: Record actual locations of seams, drains and other pertinent information in accordance with Specifications and General Requirements.
- H. List of existing installations: Submit list including respective Owner's representative and telephone number.
- I. Warranties: Submit warranty and ensure that forms have been completed in Owner's name and registered with approved manufacturer.
- J. Submit Bills of Lading/Material Delivery Receipts for synthetic turf infill materials. Bills of lading shall bear the name of the project/delivery address, quantity of materials delivered, source/location of origin of infill materials and/or manufacturer, and date of delivery.
- K. Testing Certification: Submit certified copies of independent (third-party) laboratory reports on ASTM testing:
 - 1. Pile Height, Face Weight & Total Fabric Weight, ASTM D5848.
 - 2. Primary & Secondary Backing Weights, ASTM D5848.

3. Tuft Bind, ASTM D1335.
 4. Grab Tear Strength, ASTM D1682 or D5034.
 5. Water Permeability, ASTM D4491
- L. The Turf Vendor shall submit a document holding the Owner and its representatives harmless as to any liability and or costs of any type, including but not limited to legal costs, royalties, replacement costs, etc. associated with any claim by the Turf Vendor or others associated and with any patents or infringements of any current or future patent issued for the synthetic turf product, infill materials, installation methods or drainage characteristics. It is not the intent of these documents to promote or induce the use of intellectual property belonging to others or promote infringement of any known or currently not known patents, licenses or rights of others.

1.4 QUALITY ASSURANCE

- A. Comply with Section 01 43 00, Quality Assurance.
- B. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section. The turf contractor and/or the turf manufacturer:
1. Shall be experienced in the manufacture and installation of slit-film grass turf for a minimum of three years. This includes use of a slit-film fiber, and the installation method.
 2. Shall have 100 fields in play for at least two years. Fields shall be 65,000 ft² or more.
 3. Turf manufacturer shall have installed a minimum of 5 fields that are at least 8 years old, which is equal to the respective warranty period.
 4. Shall have a minimum of 1 installation in the State of Delaware.
 5. Shall have a minimum of 100 installations in North America with a slit-film fiber, each field of 65,000 ft² or more.
- C. Installer: Company shall specialize in performing the work of this section. The Contractor shall provide competent workmen skilled in this specific type of synthetic grass installation.
1. The designated Supervisory Personnel on the project shall be certified, in writing by the turf manufacturer, as competent in the installation of specified slit-film material, including sewing seams and proper installation of the infill mixture.
 2. Installer shall be certified by the manufacturer and licensed.
 3. The installer supervisor shall have a minimum of 5 years experience as either a construction manager or a supervisor of synthetic turf installations
- D. Pre-Installation Conference: Conduct conference at project site at time to be determined by Architect. Review methods and procedures related to installation including, but not limited to, the following:
1. Inspect and discuss existing conditions and preparatory work performed under other contracts.
 2. In addition to the Contractor and the installer, arrange for the attendance of installers affected by the Work, The Owner's representative, and the Architect.
- E. The Contractor shall verify special conditions required for the installation of the system.

- F. The Contractor shall notify the Architect of any discrepancies.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Comply with Section 01 60 00, Product Requirements.
- B. Prevent contact with materials that may cause dysfunction.
- C. Deliver and store components with labels intact and legible.
- D. Store materials/components in a safe place, under cover, and elevated above grade.
- E. Protect from damage during delivery, storage, handling and installation. Protect from damage by other trades.
- F. Inspect all delivered materials and products to ensure they are undamaged and in good condition.

1.6 SEQUENCING AND SCHEDULING

- A. Coordinate the Work with installation of work of related trades as the Work proceeds.
- B. Sequence the Work in order to prevent deterioration of installed system.

1.7 WARRANTY AND GUARANTEE

- A. See Section 01 78 00 - Closeout Submittals, For Additional Warranty Requirements.
- B. The Contractor shall provide a warranty to the Owner that covers defects in materials and workmanship of the turf for a period of eight (8) years from the date of substantial completion. The turf manufacturer must verify that their representative has inspected the installation and that the work conforms to the manufacturer's requirements. The manufacturer's warranty shall include general wear and damage caused from UV degradation. The warranty shall specifically exclude vandalism, and acts of God beyond the control of the Owner or the manufacturer. The warranty shall be fully third party insured; prepaid for the entire 8 year term and be non-prorated. The Contractor shall provide a warranty to the Owner that covers defects in the installation workmanship, and further warrant that the installation was done in accordance with both the manufacturer's recommendations and any written directives of the manufacturer's representative. Prior to final payment for the synthetic turf, the Contractor shall submit to owner notification in writing that the field is officially added to the annual policy coverage, guaranteeing the warranty to the Owner. The insurance policy must be underwritten by an "AM Best" A rated carrier and must reflect the following values:
 - Pre-Paid 8-year insured warranty from a single source.
 - Maximum per claim coverage amount of \$15,000,000.

- Minimum of fifteen million dollars (\$15,000,000) annual.
 - Must cover full 100% replacement value of total square footage installed, minimum of \$7.00 per sq ft. (in case of complete product failure, which will include removal and disposal of the existing surface)
 - Provide a sample copy of insured, non-prorated warranty and insurance policy information.
 - Policy cannot include any form of deductible to be paid by the Owner.
- C. The artificial grass system must maintain a G-max of less than 200 for the life of the Warranty as per ASTM F1936

1.8 MAINTENANCE SERVICE

- A. Contractor shall train the Owner's facility maintenance staff in the use of the turf manufacturer's recommended maintenance equipment.
- B. Manufacturer must provide maintenance guidelines to the facility maintenance staff.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURER

- A. Approved manufacturers are as follows:
1. FieldTurf USA
Model: FieldTurf XT-57
 2. AstroTurf
Model: 3DX 2.25"
 3. Shaw
Model: Momentum 2.25"
 4. Sprinturf
Model: UltraBlade 2.25"
 5. A-Turf
Model: Premier XP 2.25"
 6. UBU
Model: S4-M 2.25"

7. Greenfields
Model: XP Blade 2.25"
8. Hellas
Model: Velocity 2.25"

2.2 MATERIALS AND PRODUCTS

- A. Artificial grass system materials shall consist of the following:
 1. Carpet made of slit-film polyethylene fibers tufted into a perforated backing.
 2. Infill: Graded sand and ambient rubber that partially covers the carpet.
 3. Glue, thread, paint, seaming fabric and other materials used to install and mark the artificial grass slit-film turf.
- B. The installed artificial grass slit-film turf shall have the following properties:

<u>Standard</u>	<u>Property</u>	<u>Specification</u>
ASTM D1577	Fiber Denier	9,000+
ASTM D3218	Tape Thickness	110+ Microns
ASTM D5823	Min. Pile Height	2 1/4"
ASTM D5793	Stitch Gauge	3/8" – 3/4"
ASTM D5848	Pile Weight	42+oz/square yard
ASTM D5848	Primary Backing	7+oz/square yard
ASTM D5848	Secondary Backing	16+oz/square yard
ASTM D5848	Total Weight	65+oz/square yard
ASTM D1335	Tuft Bind (Without Infill)	8+ lbs
ASTM D5034	Grab Tear (Width)	>200 lbs/force
ASTM D5034	Grab Tear (Length)	>200 lbs/force
ASTM D4491	Carpet Permeability	>40 inches/hour
ASTM F1936	Impact Attenuation (Gmax)	<200
	Min. Infill Material Depth	1.5 inches
	Minimum Sand Infill	3lbs/sq.ft
	Minimum SBR Rubber Infill	3lbs/sq.ft
	Total Product Weight	920+oz/sq. yard

Variation of +/- 5% on above listed properties is within normal manufacturing tolerances

- C. Carpet shall consist of slit-film fibers tufted into a primary backing with a secondary backing.
- D. Carpet Rolls shall be 15' wide rolls.
 1. Rolls shall be long enough to go from field sideline to sideline.
 2. Where the playing field is for football, the perimeter white line shall be tufted into the individual sideline rolls.
- E. Backing:
 1. Primary backing shall be a minimum double-layered polypropylene fabric.
 2. Secondary backing shall permanently lock the fiber tufts in place.
 3. Perforated (with punched holes), backed carpet are acceptable.

- F. Fiber shall be measuring no less than 2 ¼ inches high.
1. Systems with less than a 2 ¼ inch fibers are unacceptable.
- G. Infill materials shall be approved by the manufacturer.
1. The infill shall consist of a resilient-layered, granular system, comprising selected graded sand and ambient rubber.
- H. The sand infill will comply within the following characteristics:
- Average Particle size between 20 and 30 mesh [calculated based on summing the midpoint of sieve pan fractions times the % retained on given screen fractions]
 - Average Particle shape > 0.4 on the Krumbein scale
 - Particle structure predominantly single grain
 - Produce < 0.4%, -50M in API crush test at 80psig
- I. Non-tufted or inlaid lines and markings shall be painted with paint approved by the synthetic turf manufacturer.
- J. Thread for sewing seams of turf shall be as recommended by the synthetic turf manufacturer.
- K. Glue and seaming fabric for inlaying lines and markings shall be as recommended by the synthetic turf manufacturer.

2.3 QUALITY CONTROL IN MANUFACTURING

- A. The manufacturer shall own and operate its own manufacturing plant in North America. Both tufting of the field fibers into the backing materials and coating of the turf system must be done in-house by the turf manufacturer. Outsourcing of either is unacceptable.
- B. The manufacturer's full-time in-house certified inspectors shall perform pre-tufting fiber testing on tensile strength, elongation, tenacity, denier, shrinkage, and twist i.e., turns per inch, upon receipt of fiber spools from fiber manufacturer.
- C. The manufacturer shall have its own, in-house laboratory where samples of turf are retained and analyzed, based on standard industry tests, performed by full-time, in-house, certified inspectors.

2.4 FIELD GROOMER & SWEEPER

Supply field groomer/sweeper as part of the work.

1. Field Groomer shall include a towing attachment compatible with a field utility vehicle.
2. Equipment shall be from Greens Groomer (Greensgroomer and LtterKat), SMG (TCA 1400), FieldTurf (GroomRight/SweepRight) or equal.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that all sub-base leveling is complete prior to installation.
- B. Installer shall examine the surface to receive the synthetic turf and accept the sub-base planarity in writing prior to the beginning of installation.
 - 1. Acceptance is dependent upon the Owner's test results indicating compaction and planarity are in compliance with manufacturer's specifications.
 - 2. The surface shall be accepted by Installer as "clean" as installation commences and shall be maintained in that condition throughout the process.
- C. Compaction of the aggregate base shall be 95%, in accordance with ASTM D1557 (Modified Proctor procedure); and the surface tolerance shall not exceed 0-1/4 inch over 10 feet and 0-1/2" from design grade.
- D. Correct conditions detrimental to timely and proper completion of Work.
- E. Do not proceed until unsatisfactory conditions are corrected.
- F. Beginning of installation means acceptance of existing conditions.

3.2 PREPARATION

- A. Prior to the beginning of installation, inspect the sub-base for tolerance to grade.
- B. Sub-base acceptance shall be subject to receipt of test results (by others) for compaction and planarity that sub-base is in compliance with manufacturer's specifications and recommendations.
- C. Dimensions of the field and locations for markings shall be measured by a registered surveyor to verify conformity to the specifications and applicable standards. A record of the finished field as-built measurements shall be made.
- D. When requested by Architect, installed sub-base shall be tested for porosity prior to the installation of the slit-film turf. A sub base that drains poorly is an unacceptable substrate

3.3 INSTALLATION - GENERAL

- A. The installation shall be performed in full compliance with approved Shop Drawings.
- B. Only trained technicians, skilled in the installation of athletic caliber synthetic turf systems working under the direct supervision of the approved installer supervisors, shall undertake any cutting, sewing, gluing, shearing, topdressing or brushing operations.
- C. The designated Supervisory personnel on the project must be certified, in writing by the turf manufacturer, as competent in the installation of this material, including sewing seams and proper installation of the Infill mixture.

- D. Designs, markings, layouts, and materials shall conform to all currently applicable National Collegiate Athletic Association rules, NFHS rules, and/or other rules or standards that may apply to this type of synthetic grass installation. Designs, markings and layouts shall first be approved by the Architect or Owner in the form of final shop drawings. All markings will be in full compliance with final shop drawings.

3.4 INSTALLATION

- A. Install at location(s) indicated, to comply with final shop drawings, manufacturers'/ installer's instructions.
- B. The Contractor shall strictly adhere to specified procedures. Any variance from these requirements shall be provided in writing, by the manufacturer's on-site representative, and submitted to the Architect and/or Owner, verifying that the changes do not in any way affect the Warranty. Infill materials shall be approved by the manufacturer and installed in accordance with the manufacturer's standard procedures.
- C. Carpet rolls shall be installed directly over the properly prepared aggregate base. Extreme care shall be taken to avoid disturbing the aggregate base, both in regard to compaction and planarity.
 - 1. Repair and properly compact any disturbed areas of the aggregate base as recommended by manufacturer.
- D. Full width rolls shall be laid out across the field.
 - 1. Turf shall be of sufficient length to permit full cross-field installation from sideline to sideline.
 - 2. No cross seams will be allowed in the main playing area between the sidelines.
 - 3. Each roll shall be attached to the next roll utilizing standard state-of-the-art sewing procedures.
 - 4. When all of the rolls of the playing surface have been installed, the sideline areas shall be installed at right angles to the playing surface.
- E. Artificial turf panel seams shall be sewn. Other than extension inlays, seams secured by other means including gluing are unacceptable. Installation shall be 99% sewn.
 - 1. Minimum gluing will only be permitted to repair problem areas, corner completions, and to cut in any logos or inlaid lines as required by the specifications.
 - 2. Seams shall be flat, tight, and permanent with no separation or fraying.
 - 3. In the case of all lines and logos, turf carpet must be sheared to the backing (do not cut the backing) and adhered using hot melt adhesives.
- F. Infill Materials:
 - 1. Infill materials shall be applied in numerous thin lifts. The turf shall be brushed as the mixture is applied. The infill material shall be installed to a depth determined by the manufacturer.
 - 2. Infill materials shall be installed to fill the voids between the fibers and allow the fibers to remain vertical and non-directional. The Infill installation consists of a base layer of sand followed by a final application of specifically sized rubber that

completes the system. The Infill shall be installed to the depth of minimum 1.5".

- G. Non-tufted or inlaid lines and markings shall be painted in accordance with turf and paint manufacturers' recommendations. Number of applications will be dependent upon installation and field conditions.
- H. Synthetic turf shall be attached to the perimeter edge detail in accordance with the manufacturer's standard procedures.
- I. Upon completion of installation, the finished field shall be inspected by the installation crew and an installation supervisor.

3.5 FIELD MARKINGS

- A. Field markings shall be installed in accordance with approved shop drawings. If football is designated as the primary sport, all five yard lines will be tufted-in.
- B. Balance of sports markings will be inlaid or painted in accordance with the Drawings.
- C. Center field logo shall be either painted or inlaid according to artwork indicated on Drawings and in accordance with manufacturer's standard palette of turf colors.
- D. End-zone letters and logos shall be either painted or inlaid according to artwork and fonts indicated on the Drawings, and in accordance with manufacturer's standard palette of turf colors.

3.6 ADJUSTMENT AND CLEANING

- A. Do not permit traffic over unprotected surface.
- B. Contractor shall provide the labor, supplies, and equipment as necessary for final cleaning of surfaces and installed items.
- C. All usable remnants of new material shall become the property of the Owner.
- D. The Contractor shall keep the area clean throughout the project and clear of debris.
- E. Surfaces, recesses, enclosures, and related spaces shall be cleaned as necessary to leave the work area in a clean, immaculate condition ready for immediate occupancy and use by the Owner.

3.7 PROTECTION

- A. Protect installation throughout construction process until date of final completion.

EXHIBIT C
DISTRICT USE POLICY



NEW CASTLE COUNTY
VOCATIONAL-TECHNICAL SCHOOL DISTRICT
BOARD OF EDUCATION

Section: 500 – Property
Title: Use of School Facilities

Policy #: 501
Adopted: 09/10/1984
Revised: 02/28/2011

USE OF SCHOOL FACILITIES

Consistent with *Delaware Code*, Chapter 14, Section 1056(e), the Board of Education of New Castle County Vocational-Technical School District (NCCVTSD) may permit the use of property under its jurisdiction free of charge to non-profit organizations or approved educational institutions, except however, for the expense of custodial salaries, heating and lighting in excess of the school's normal operations. To be considered as an approved educational institution for the purpose of a fee waiver, the educational institution must have entered into a partnership with the District and provide a direct service to its employees. The use of all property by for-profit and non-education related organizations shall be charged a fee based upon the Board approved fee schedule. These fees will be retained by the District to be used for educational purposes.

For purposes of this policy, organizations will be considered not-for-profit based on Internal Revenue Code (IRS) regulations (see IRS Publication 557). Charges for facility use will be assessed for those organizations not showing valid IRS proof of non-profit status. These organizations will be assessed a usage charge based on the District approved fee schedule.

Each building shall designate an Assistant Principal responsible for overseeing the scheduling and coordination of building level facility use. This responsibility includes, but is not limited to providing potential users with request and fee forms, coordination of staff and security, compliance with policy, and serving as the liaison between the District and the user. The Facilities Management and Special Projects Supervisor or designee will be solely responsible for maintaining and coordinating the "Master Schedule" of facility availability and use, scheduling custodial staff accordingly, and communicating directly with the Building Assistant Principals. The Facilities Management and Special Projects Supervisor or designee will maintain on file facility request documentation.

External Requests

All external requests for facility use shall be made no less than 21 calendar days prior to the event. Requests will be submitted using an NCCVTSD Facilities Request Form. Requests submitted less than 21 days prior to the event will be denied. The District reserves the right to make exceptions on a case-by-case basis. All requests will be considered on an individual basis and will be reviewed and returned to the originator of the request within 10 calendar days of receipt by the designated assistant principal. In the unlikely event that an unplanned school/district related event is required to be scheduled at the time and place of an external request, the school/district request will take precedence.

Internal Requests

All internal facility use requests shall be made no less than 14-calendar days prior to the event using an Intra-District Facilities Request Form. All requests will be considered on an individual basis and will be reviewed and returned to the originator within seven (7) days of receipt. The District reserves the right to make exceptions on a case-by-case basis. Failure to comply with these policies and procedures will result in facility use privileges being denied or revoked.

The following activities are prohibited by NCCVTSD:

1. Use of school property by individual or organization whose activities are subversive in nature.
2. Use of school property for non-school activities that interfere with school activities.
3. Smoking and use of tobacco products on school premises.
4. Use of school premises for games of chance.
5. Use of intoxicating beverages on school premises.
6. Use of school premises for holding card parties or dances.
7. Use of school property by any person or organization that has previously caused damage to any district facility and refuses to pay for damages.
8. Use of school property by individuals or groups for engendering social or religious prejudices.
9. Use of school property for the staging and/or convening of demonstrations and/or parades that are, or may be, in the opinion of the Board, not in good taste or contrary to the general public welfare.

The NCCVTSD may refuse to permit the use of school property under its jurisdiction for any purpose that, in its discretion, would tend to interfere with the program of the public schools or would not be in harmony with the purposes of public education. Additionally, NCCVTSD may refuse to permit the use of school property for those activities that will impose undue stress and hardship to the personnel or facility. Refusal to permit the use of NCCVTSD facilities may be based on:

1. The use of the facility does not serve an educational, cultural, civic, political, or recreational purpose.
2. Creating unsafe conditions.
3. Disorder or misconduct inside or outside the building prior to, during, or after time for which the use was granted.
4. Failure to leave premises in a good condition. The school authorities are the sole judges of what constitutes "good condition."
5. Failure to pay fees in accordance with the approved fee schedule.
6. Disrespect to school representatives.
7. Non-compliance with school policies.
8. District's inability to provide the appropriate custodial or supervising staff.
9. Not providing proof of insurance.
10. Failure to provide proof of adequate security as dictated by local ordinance or by the appropriate police jurisdiction.

Any group of citizens permitted to use school property will provide, in advance of use, valid proof of adequate liability insurance. In addition, all groups will agree to sign a formal contract with NCCVTSD agreeing to make full payment one week prior to usage. By signing this contract, each person or organization agrees to release the District, Board of Education, and their agents and employees from all claims arising from the organization's use of the facilities. The person(s) or organization also agrees to defend, indemnify, and hold harmless the District from all claims arising from the acts, omissions, and/or negligence of the organization, and all invitees of organization, as well as all claims arising from the acts, omissions, and/or negligence of the District.

Wilmington, Delaware
April 4, 2019

#4642

Sponsor:

Council
Member
Dixon

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

WHEREAS, the Department of Real Estate and Housing submitted a grant application to and was approved to receive grant funds from JPMorgan Chase Foundation in the amount of \$200,000.00 to support the West Center City Neighborhood Stabilization Plan (the "Program"); and

WHEREAS, the Department of Real Estate and Housing intends to use the grant money for the Program, which will support an equitable development initiative in the West Center City neighborhood aiming to improve housing values through resident engagement, strategic code enforcement, sheriff sale pricing, and market value analysis; and

WHEREAS, the Program will include: 1) an inventory of acquisition and disposition strategy expanding home ownership and responsible rental investment and 2) support for a Program manager to i) oversee a capital fundraising campaign for the Program, ii) target low-cost construction lines of credit, iii) target community development block grant dollars, and iv) apply for low income housing tax credits; and

WHEREAS, the City is not required to provide matching funds for receipt of these grant funds; and

WHEREAS, the Department of Real Estate and Housing recommends that City Council approve the City's use of the grant funds for the Program in accordance with the terms of the grant; and

WHEREAS, the City Council deems it necessary and appropriate to authorize the grant application and the acceptance of the grant funds, for the aforesaid purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON that the Department of Real Estate and Housing's grant application to and acceptance of grant funds from JPMorgan Chase Foundation in the amount of \$200,000.00 to support the West Center City Neighborhood Stabilization Plan is hereby authorized, and the Director of the Department of Real Estate and Housing, or his designee, is hereby authorized to take all necessary actions associated with the grant application, the acceptance of the grant funds, and to fulfill the grant requirements.

Passed by City Council,

ATTEST: _____
City Clerk

SYNOPSIS: This Resolution authorizes the Department of Real Estate and Housing's grant application to and acceptance of grant funds from JPMorgan Chase Foundation in the amount of \$200,000.00. The funds will be used to support the West Center City Neighborhood Stabilization Plan.

FISCAL IMPACT STATEMENT: There is no negative fiscal impact to the City by accepting this grant. The Resolution approves a grant application to and the acceptance of grant funds from JPMorgan Chase Foundation for \$200,000.00 with no matching funds requirement.

Wilmington, Delaware
April 4, 2019

#4643

WHEREAS, pursuant to 1 Wilm. C. (Charter) § 1-101, the City may acquire, hold,

manage, and dispose of property on such terms as it deems proper for any municipal purpose;

and

Sponsor:

**Council
Member**

Guy

WHEREAS, Wilm. C. § 2-621(a) authorizes the Department of Real Estate and

Housing to conduct disposition proceedings of real property owned by the City; and

Co-Sponsor:

**Council
Member**

Williams

WHEREAS, Wilm. C. § 2-621(c) provides that governmental agencies, governmental

authorities organized pursuant to Title 22 of the Delaware Code, and non-profit organizations

are exempt from the City's bid procedures and that upon the declaration of a property as

approved for disposition by resolution of City Council, the Department of Real Estate and

Housing may negotiate an agreement of sale, lease, exchange, or other transfer of such

property owned by the City to any such governmental agency, governmental authority, or non-

profit organization; and

WHEREAS, the City currently owns the properties known as 1814 Gilpin Avenue, Wilmington, Delaware (the "Property"); and

WHEREAS, the Council, upon the recommendation of the Department of Real Estate and Housing, wishes to declare the Property surplus; and

WHEREAS, the Council further wishes to approve the disposition of the Property to the Wilmington Firefighter's Association, Local 1590.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON that Council hereby declares the Property to be surplus and approves the Property for disposition to the Wilmington Firefighter's Association, Local 1590.

BE IT FURTHER RESOLVED that Council hereby authorizes the Mayor or his designee to execute any and all documents necessary to effectuate disposition proceedings for the Property, including any and all further undertakings and assurances that may be appropriate.

Passed by City Council,

Attest: _____
City Clerk

SYNOPSIS: This Resolution declares properties known as 1814 Gilpin Avenue, Wilmington, Delaware to be surplus and approves the property for disposition to the Wilmington Firefighter's Association, Local 1590.