



# City of Wilmington

Va'Shun "Vash" Turner  
City Council Member, 5th District

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## **Public Works & Transportation Committee**

Va'Shun "Vash" Turner, Chair  
Ciro Adams, Vice Chair  
Ernest "Trippi" Congo, II  
Michelle Harlee  
Zanthia Oliver  
Loretta Walsh  
Dr. Hanifa Shabazz, Ex-Officio Member

# **NOTICE**

## **Public Works & Transportation Committee Meeting**

**Monday May 20, 2019**

**5:00 p.m.**

**1<sup>st</sup> Floor Council Committee Room**

## **Agenda**

- A Resolution Authorizing and Approving the First Amendment to a License Agreement between the City of Wilmington and T-Mobile USA, Inc., Regarding a Water Tower on or near 6 Newark Union Road
- A Resolution Authorizing the Department of Public Works' Application for a Grant from the State of Delaware ("State"), Delaware Department of Health and Social Services ("DHSS"), Division of Public Health ("Public Health"); and the Delaware Department of Natural Resources and Environmental Control ("DNREC") for the City to conduct a Hoopes Reservoir Interconnection Study
- A Resolution Encouraging the Mayor to Sub-name a Portion of the Street in the Area of New Castle Avenue and Lobdell Street as "Marvin Thomas Way"
- Presentations by David Gula of WILMAPCO Regarding Wilmington Initiatives:
  - Update on the 12<sup>th</sup> Street Connector Study Final Workshop
  - Update the East 7<sup>th</sup> Street Peninsula Roadway & Infrastructure Study Final Workshop

(5/13/19)

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

Wilmington, Delaware  
June 6, 2019

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**Sponsor:**

**Council  
Member  
Turner**

**WHEREAS**, pursuant to Wilmington Charter Section 8-205, the City may sell or exchange any real estate belonging to the City or grant any license, easement, right-of-way, or other interest over or in such real estate with authority by general ordinance and later resolution from Council to do so; and

**WHEREAS**, City Code Section 2-626 provides that the Council shall by resolution approve the grant of any utility license, easement, or right-of-way by the Department of Public Works; and

**WHEREAS**, on March 10, 2005, City Council passed a resolution approving a license agreement (the "License Agreement") between the City and Omnipoint Communications Enterprises, L.P. ("Omnipoint") which permitted Omnipoint to install and operate communications antennas on and a control cabinet at the base of the City's water tower on or near 6 Newark Union Road, Wilmington, Delaware; and

**WHEREAS**, T-Mobile Northeast, LLC ("T-Mobile") is the successor-interest to Omnipoint with respect to the License Agreement; and

**WHEREAS**, the License Agreement is set to expire on March 10, 2020; and

**WHEREAS**, the parties desire to amend the License Agreement (a copy of the amendment, in substantial form, is attached hereto as Exhibit "A") to: 1) extend the term of the License Agreement for an additional five (5) years commencing on March 10, 2020; 2) increase the license fee payable by T-Mobile to the City under the License Agreement to \$50,400 per year with an increase of three percent (3%) annually commencing on March 10,

2020; and 3) provide T-Mobile with an option to renew the License Agreement for two (2) additional terms of five (5) years thereafter.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON** that the Council hereby authorizes and approves the “First Amendment to License Agreement” between the City of Wilmington and T-Mobile Northeast, LLC, a copy of which, in substantial form, is attached hereto as Exhibit “A”, and the Mayor, or his designee, is hereby authorized to execute as many copies of said “First Amendment to License Agreement” as may be necessary.

Passed by City Council,

ATTEST: \_\_\_\_\_  
City Clerk

**SYNOPSIS:** This Resolution approves the First Amendment to a License Agreement between the City and T-Mobile Northeast, LLC (“T-Mobile”), which permits T-Mobile to install and operate communications antennas on and a control cabinet at the base of the City’s water tower located on or near 6 Newark Union Road, Wilmington, Delaware. The First Amendment will: 1) extend the term of the License Agreement for an additional five (5) years commencing on March 10, 2020; 2) increase the license fee payable by T-Mobile to the City under the License Agreement to \$50,400 per year with an increase of three percent (3%) annually commencing on March 10, 2020; and 3) provide T-Mobile with an option to renew the License Agreement for two (2) additional terms of five (5) years thereafter.

## **EXHIBIT A**

### FIRST AMENDMENT TO LICENSE AGREEMENT

This First Amendment to License Agreement (the "Amendment") is effective as of the date of execution by the last party to sign (the "Effective Date") by and between The City of Wilmington, a municipal corporation of the State of Delaware ("Licensor") and T-Mobile Northeast LLC, a Delaware limited liability company ("Licensee") (collectively, the "Parties").

Licensor and Licensee (or their predecessors-in-interest) entered into that certain License Agreement dated March 9, 2005 ("License") regarding Licensor's leased area ("Premises") located at Carr Rd & Newark Union Public, Wilmington, DE 19803 (the "Property").

NOW, for good and valuable consideration, Licensor and Licensee agree as follows:

1. The License is in full force and effect and neither Licensor nor Licensee is in breach under the terms of the License.
2. At the expiration of the License, the Term of the License will automatically be extended for three (3) additional and successive five (5) year terms (each a "Renewal Term"), provided, that Licensee may elect not to renew by providing Licensor thirty (30) days' notice prior to the expiration of the then current Renewal Term.
3. At the commencement of the first Renewal Term provided for in this Amendment, Licensee shall pay Licensor Four Thousand Two Hundred and No/100 Dollars (\$4,200.00) per month ("Rent") in advance, by the fifth day of each month. Any Rent previously paid from and after the commencement of the first Renewal Term provided for in this Amendment shall be offset against the new Rent. Rent shall be adjusted annually, effective on each anniversary of the Renewal Term, by an amount equal to three percent (3%) over the Rent for the immediately preceding year. This Rent adjustment shall supersede and replace any prior Rent adjustments.
4. Any charges payable under the License other than Rent shall be billed by Licensor to Licensee within twelve (12) months from the date in which the charges were incurred or due; otherwise the same shall be deemed time-barred and be forever waived and released by Licensor.
5. All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Licensor or Licensee may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Licensee:  
T-Mobile USA, Inc.  
12920 SE 38th Street  
Bellevue, WA 98006  
Attn: Lease Compliance/ 1NC6592B

If to Licensor:  
The City of Wilmington  
800 French Street, 6th Floor  
Wilmington, DE 19801

6. Licensee and Licensor will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property.

7. Except as expressly set forth in this Amendment, the License otherwise is unmodified. To the extent any provision contained in this Amendment conflicts with the terms of the License, the terms and provisions of this Amendment shall control. Each reference in the License to itself shall be deemed also to refer to this Amendment.
8. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic copies of this Amendment will legally bind the Parties to the same extent as originals.
9. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Amendment.

IN WITNESS, the Parties execute this Amendment as of the Effective Date.

**Licensor:**

**The City of Wilmington, a municipal corporation  
of the State of Delaware**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Licensee:**

**T-Mobile Northeast LLC, a Delaware limited  
liability company**

By:   
2707B357C46E437...

Print Name: Cheryl Downs

Title: Director, Technology Property Management

Date: 1/28/2019

Kelly Dunham 1/22/19  
T-Mobile Contract Attorney  
as to form

Wilmington, Delaware  
June 20, 2019

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**Sponsor:**

**Council  
Member  
Turner**

**WHEREAS**, pursuant to Section 2-363 of the City Code, the Council deemed it necessary and proper to specify the requirements for review and approval of City-sponsored grant applications and proposals, including authorization for expedited grant applications when necessary prior to Council's approval by resolution; and

**WHEREAS**, the City, through the Department of Public Works, applied for a grant from the State of Delaware ("State"), Delaware Department of Health and Social Services ("DHSS"), Division of Public Health ("Public Health"); and the Delaware Department of Natural Resources and Environmental Control ("DNREC") (collectively, the "Grantors"), in the amount of \$110,000; and

**WHEREAS**, the Department of Public Works intends to use the grant money to conduct a Hoopes Reservoir Interconnection Study for the City of Wilmington, and

**WHEREAS**, the project will strengthen the sustainability of the precious water resource (2 Billion Gallons) stored at Hoopes Reservoir; and

**WHEREAS**, the project will also provide greater accountability of the use of said stored water as it relates to the City and the State's dependence on this resource during times of need (i.e. drought, hazardous spills on regional streams, major storm events, etc.)

**WHEREAS**, the Department of Public Works intends to provide \$110,000 of already budgeted funds to meet the grant's matching funds requirement; and

**WHEREAS**, the Council deems it necessary and proper 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 Public Works' grant application to the grantors in the amount of \$110,000 is hereby authorized.

**BE IT FURTHER RESOLVED** that the Director of Public Works, or her 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 Public Works' application for a grant from the grantors in the amount of \$110,000. The grant will enable the City to conduct a Hoopes Reservoir Interconnection Study for the City of Wilmington with the goal of increasing accountability and strengthening sustainability of the City's water supply. There is a required 100% local match.

**FISCAL IMPACT STATEMENT:** There is no negative fiscal impact on the City. Although the grant requires that the City provide 100% in matching funds, the Department of Public Works intends to provide \$110,000 from already budgeted funds.



Wilmington, Delaware  
June 6, 2019

#XXXX

Sponsor:

Council  
President  
Shabazz

**WHEREAS**, pursuant to Wilm. C. § 2-3 the mayor retains authority to sub-name by executive order any city street and designate the appropriate sub-name signage pursuant to subsection 2-298(17); and

**WHEREAS**, it is fitting that the City take steps to properly recognize and pay tribute to Wilmington residents who make a significant impact on history and culture through their exemplary accomplishments; and

**WHEREAS**, one Wilmingtonian worthy of such an honor is Mr. Marvin Thomas, a management analyst who recently retired after 30-years of public service for the Delaware State Government within the field of human services; and

**WHEREAS**, much of Mr. Thomas' career has been centered on helping those most vulnerable, particularly in Wilmington's inner-city communities. He graduated from Delaware State College with a degree in Sociology, and went on to receive a Master's Degree in Community Organization and Social Welfare Administration from the Bryn Mawr Graduate School of Social Work; and

**WHEREAS**, upon completing his degrees, Mr. Thomas went on to serve his community in many different ways. He helped spearhead the construction of the Henrietta Johnson Medical Center, a Federally Qualified Health Center located in Wilmington that provides healthcare services to all patients in need, regardless of whether they have health insurance; and

**WHEREAS**, Mr. Thomas went on to become the chairperson of the Neighborhood House Housing Committee during the Apple Square townhouse construction and initiated the

creation of the Eastside/Southbridge New Millennium Community Development Corporation. It should also be noted that Mr. Thomas was a member of the Prince Hall Masons in Delaware and was the first statewide director of the youth program; and

**WHEREAS,** in addition to all of his other accomplishments and acts of service, Mr. Thomas also served on the Board of Directors Riverfront Development Corporation for over 10-years, served as President of the Southbridge Civic Association and numerous other community-based committees and organizations. Throughout his time serving his community at the state and local level, Mr. Thomas also owned and operated a retail business in Southbridge for over 30-years. He currently serves on the Board of the Neighborhood House Inc., and the Henrietta Johnson Medical Center building committee; and

**WHEREAS,** City Council wishes to recognize the exceptional accomplishments and contributions of Marvin Thomas. Mr. Thomas' efforts and leadership in the field of human services at the state and local level have inspired many and shown the importance and magnitude of serving one's community. Council therefore encourages the Mayor to sub-name a portion of the street in the area of New Castle Avenue and Lobdell Street as "Marvin Thomas Way."

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON,** that City Council respectfully encourages the Mayor to designate a portion of the street in the area of New Castle Avenue and Lobdell Street as "Marvin Thomas Way," in recognition of Mr. Thomas' significant contributions to the City of Wilmington. City Council looks forward to joining the Administration in celebrating this designation.

Passed by City Council,

Attest: \_\_\_\_\_  
City Clerk

**SYNOPSIS:** This Resolution encourages the Mayor to sub-name a portion of the street in the area of New Castle Avenue and Lobdell Street as “Marvin Thomas Way,” in recognition of the public servant’s significant contributions to the City of Wilmington.