

**REGULAR MEETING OF WILMINGTON CITY COUNCIL
FEBRUARY 6, 2020 @ 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 Russlean Eaddy
All Council	Sympathy former Wilmington Mayor and Delaware Congressman Harry G. "Hal" Haskell
Freel	Recognition Jake A. Poppiti
Oliver	Sympathy Jordan N. Tate
Oliver	Sympathy Barbara Barnes Coleman
Oliver	Sympathy Rashida R. McNeil-Fuller
Oliver	Sympathy Harrison E. Cephas
Oliver	Sympathy Lillian Marie Beard
Oliver	Sympathy James Pinkett
Oliver	Sympathy Kerisha M. Stroman
Shabazz	Sympathy Matthew Stehl
Shabazz	Sympathy Marietta McMillan
Shabazz	Sympathy Howard H. Brown, Esq.
Shabazz	Recognize Nomad 10 th Anniversary
Turner	Sympathy Patricia A. Lindsey

VI. Legislative Business

SHABAZZ (*Oliver presenting on behalf of Shabazz*)

#4762 An Ordinance to Amend Chapter 34 of the City Code Regarding Bed Bug Extermination and Treatment **(1st & 2nd Reading)**

Synopsis: *This Ordinance is being presented by City Council for Council's review and approval. This Ordinance prescribes the duties of landlords and tenants with regard to the treatment and control of bed bugs. For any rental agreement for a*

dwelling unit entered into or renewed after the effective date of this Ordinance, the landlord or any person authorized to enter into such agreement shall provide to such tenant an informational brochure on bed bug prevention and treatment prepared by the Department of Licenses and Inspections.

TURNER

#4763

A Resolution Approving First Amendment to License Agreement for Clear Wireless Carrier Sprint Spectrum Realty Company, LLC for the Foulk Road Water Tank

Synopsis:

This Resolution is being presented by the Administration for Council's review and approval. This Resolution approves the First Amendment to a License Agreement between the City and Sprint Spectrum Realty Company, LLC ("Sprint") which permits Sprint to install and operate communications antennas on and a control cabinet at the base of the City's water tower located on or near 1651 Foulk Road, Wilmington, Delaware. The First Amendment will: (1) extend the term of the License Agreement for an additional five (5) years commencing on August 1, 2020; (2) increase the license fee payable by Sprint to the City under the License Agreement to \$3,333.33 per month commencing on August 1, 2020 with an increase of three percent (3%) annual thereafter; and (3) provide Sprint with an option to renew the License Agreement for two (2) additional terms of five (5) years after the first five-year extension.

JOHNSON

#4764

A Resolution Approving the Wilmington Police Department's Grant Application to the Department of Safety and Homeland Security for Electronic Surveillance Equipment

Synopsis:

This Resolution is being presented by the Administration for Council's review and approval. This Resolution authorizes the Wilmington Police Department's grant applications to the State of Delaware in the total amount of \$29,538.17. The proposed grant funds would be used to make a surveillance camera equipment purchases, upgrades for the Department's Drug, Organized Crime and vice Division's undercover fleet, and overtime funds for narcotics investigations. No local matching funds are required.

#4765

A Resolution Approving the Wilmington Police Department's Grant Application to the High Intensity Drug Trafficking Area Grant Program for Personnel and Equipment Funding

Synopsis:

This Resolution is being presented by the Administration for Council's review and approval. This Resolution authorizes the Wilmington Police Department's pass-through grant applications to the High Intensity Drug Trafficking Area

(“HIDTA”) grant program in the total amount of \$29,538.17. The proposed grant funds would be used to fund overtime for two detectives and their police vehicles to engage with HIDTA law enforcement initiatives developed to identify and disrupt/dismantle drug trafficking organizations and money laundering organizations; reduce drug-related crime and violence; and identify and respond to emerging drug trends. No local matching funds are required.

- #4766 A Resolution Approving the Wilmington Police Department’s Grant Application to the State of Delaware Criminal Justice Council Stop Violence Against Women Grant Program for Overtime Funding

Synopsis: *This Resolution is being presented by the Administration for Council’s review and approval. This Resolution authorizes the Wilmington Police Department’s grant applications to the State of Delaware Criminal Justice Council (“CJC”) in the total amount of \$33,685.00. The said grant funds will be used to provide funding in the amount of \$33,685.00 for overtime to be dedicated to the enforcement of Protection From Abuse (PFA) order warrant attempts.*

- #4767 A Resolution Approving the Wilmington Police Department’s Grant Application to the Department of Safety and Homeland Security for SALLE funds to be Used for Advanced and Specialized Training

Synopsis: *This Resolution is being presented by the Administration for Council’s review and approval. This Resolution authorizes the Wilmington Police Department’s grant applications to the State of Delaware Department of Safety and Homeland Security in the total amount of \$54,384.63. The proposed grant funds will be used to provide advanced and specialized training in the areas of both law enforcement and drug enforcement for sworn officers. No local matching funds are required.*

- #4768 A Resolution Approving the Wilmington Police Department’s Grant Application to the Department of Safety and Homeland Security for a Robotic Ordnance Disposal Unit

Synopsis: *This Resolution is being presented by the Administration for Council’s review and approval. This Resolution authorizes the Wilmington Police Department’s grant applications to the State of Delaware Department of Safety and Homeland Security in the total amount of \$78,000.00. The proposed grant funds would be used to purchase a Type II Explosive Ordnance Disposal (“EOD”) Robot (Remotec model #F6B). No local matching funds are required.*

- #4769 A Resolution Approving the Wilmington Police Department’s Grant Application to the Department of Safety and Homeland Security for Funds to Retrofit and Upgrade Departmental Shotguns

Synopsis: *This Resolution is being presented by the Administration for Council's review and approval. This Resolution authorizes the Wilmington Police Department's grant applications to the State of Delaware Department of Safety and Homeland Security in the total amount of \$18,000.00. The proposed grant funds would be used to retrofit and upgrade the current departmental shotguns. No local matching funds are required.*

#4770 A Resolution Approving the Wilmington Police Department's Grant Application to the Department of Justice for Ten (10) Motorized Trikke Police Interceptors

Synopsis: *This Resolution is being presented by the Administration for Council's review and approval. This Resolution authorizes the Wilmington Police Department's grant applications to the State of Delaware Criminal Justice Council in the total amount of \$100,000.00. The proposed grant funds would be used to purchase ten (10) Trikke Police Interceptor mobile vehicles along with safety equipment and training, providing police officers with additional contact with the community while simultaneously enabling the officers to respond quickly to incidents.*

SHABAZZ (Johnson presenting on behalf of Shabazz)

#4759 Ord. 20-004 Adopt the Major Subdivision known as "South Road Connector" and Accept the Dedication of an Unnamed City Street Between the South Walnut Street Access Road and Garasches Lane to be Added to the Official City Map **(3rd & Final Reading)**

Synopsis: *This Ordinance is being presented by the Administration for Council's review and approval. This Ordinance approves the South Road Connector Major Subdivision and accepts the dedication of an unnamed street connecting the southern side of Garasches Lane to the South Walnut Access Road.*

ADAMS

#4771 A Resolution to Amend City Council Rules 2 and 3 Regarding Order of Business and Public Comment

Synopsis: *This Resolution is being presented by City Council for Council's review and approval. This Resolution amends City Council Rules 2 and 3 to provide for the following: (1) public comment will be part of the order of business at regular meetings of City Council; (2) the public comment period, which had occurred from 6:00 p.m. to 6:30 p.m. before regular Council meetings, will now take place immediately after regular Council meetings are called to order; (3) the sign up deadline for members of the public who would like to speak during the public comment period will be changed from 5:45 p.m. to 6:25 p.m.; (4) any person who has signed up with the City Clerk by 6:25 p.m. will be allowed to speak for up to three minutes during the public comment period; (5) there will be no limit on the number of speakers allowed to speak during public comment period; (6) the*

duplicative public comment period after the close of debate on each legislative item at regular City Council meetings is eliminated; and (7) the duplicative second round of debate by Council Members at regular City Council meetings is eliminated. In addition, as housekeeping matters, certain sections of Rule 2 are relettered and the word “official” in the first sentence of Rule 2 is replaced with the word “regular”.

GUY

#4761

A Resolution Authorizing a Grant to Christina Cultural Arts Center

Synopsis:

This Resolution is being presented by City Council Member Samuel L. Guy for Council’s review and approval. As stated in Section 2-369 of the City Code, City Council authorization is required for Council member Samuel L. Guy to award a \$1,000 grant to the Christina Cultural Arts Center, Incorporated, from his portion of City Council’s Discretionary Fund. In order to provide this grant, this Resolution must be passed by City Council.

#4772

An Ordinance to Amend Chapter 34 of the City Code Regarding the Inspection of Dwellings Prior to Lease or Rental **(1st & 2nd Reading)****Synopsis:**

This Ordinance amends Section 34-45 regarding pre-rental inspections.

VII. Petitions and Communications**VIII. Adjournment**

**AN ORDINANCE TO AMEND CHAPTER 34 OF THE CITY CODE REGARDING
BED BUG EXTERMINATION AND TREATMENT**

#4762

Sponsor:

**Council
President
Shabazz**

Co-Sponsor:

**Council
Member
Oliver**

WHEREAS, the City of Wilmington is comprised mainly of row homes, attached structures and other higher density housing that can contribute to widespread bed bug infestation; and

WHEREAS, tenants and owners of buildings and premises containing two or more dwelling units have an equally important role in preventing and eradicating bed bugs; and

WHEREAS, Wilmington residents as well as the general public lack awareness about bed bug prevention and treatment, and the rights and responsibilities of tenants, landlords, property owners and managers, and dwelling facility operators to safely eliminate bed bugs from their properties.

THE COUNCIL OF THE CITY OF WILMINGTON HEREBY ORDAINS:

SECTION 1. An infestation of bed bugs is declared a public nuisance dangerous to the public health.

SECTION 2. Chapter 34 of the City Code is hereby amended by adding the underlined language as follows:

Sec. 34-1. – Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

...

Extermination means the control and elimination of insects, including bed bugs; rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that may serve as their food; by poisoning, spraying, fumigating,

trapping; or by any other recognized and legal pest elimination methods approved by the enforcement officer.

...

Infestation means the presence, within or around the dwelling, of any insects, including bed bugs, rodents or other pests.

Sec. 34-236. - Responsibilities of owners.

(a) No person shall own a building within the city which does not comply with the following requirement, particularly with respect to any evidence of decay of any of the items enumerated:

...

(12) Pest Control. Every owner of a dwelling containing two or more dwelling units shall be responsible for the extermination of insects, including bed bugs, rodents or other pests on the premises. Whenever an infestation exists in two or more of the dwelling units in a dwelling or in the shared or public parts of any dwelling containing two or more units, extermination thereof shall be the responsibility of the owner.

Sec. 34 - 237 Responsibilities of occupants; penalties for violations

(a) The occupants of every dwelling or dwelling unit shall comply with the following requirements:

...

(5) Pest control. Every occupant of a dwelling containing a single dwelling unit shall be responsible for the extermination of any insects, including bed bugs, rodents or other pests therein or on the premises; and every occupant of a dwelling unit in a dwelling containing more than one dwelling unit shall be responsible for such extermination whenever his dwelling unit is the only one infested....

SECTION 3. Chapter 34 of the City Code is hereby amended by adding the underlined

language as follows:

Sec. 34-271. –Insect and rodent control

No dwelling or dwelling unit shall be deemed to comply with the requirements of this chapter relating to exclusion of insects and rodents unless it complies with Sections 34-234(9) and 34-234(10) and with the requirement that every basement or cellar window shall be supplied with a heavy wire screen of not larger than one-fourth-inch mesh.

(a) Bed Bugs

(1) Definitions. The following words, terms and phrases, when used in this section, shall be defined as follows:

- a) "Pest Management Professional" means a person who: (i) is licensed, registered or certified by the State of Delaware to perform pest control services (ii) has attended courses or undergone training for the proper method for the extermination of bed bugs; and (iii) follows National Pest Management Association Best Practices for the extermination of bed bugs.
- b) "Dwelling facility operator" means the governing association of a condominium or cooperative building; the operator of any apartment building; the operator of any group living home or facility; or the operator of a hotel or other transient facility.
- c) "Dwelling facility resident" shall mean the owner of a condominium unit or occupant of a unit in a cooperative building; a resident of any apartment building, group living home or facility; or a resident or guest of any hotel or other transient facility.
- d) "Informational brochure" means a brochure or other document prepared by the Department of Licenses and Inspections that sets forth information on how to prevent the spread of bed bugs, how to detect the presence of bed bugs, and describes landlord and tenant rights and responsibilities with respect to bed bugs extermination under this Chapter.
- e) "Rental unit" means any dwelling unit which is not owner-occupied and is held out for rent to tenants, including any single-family home held out for rent to tenants

- f) “Landlord” means the owner of a dwelling unit or a building containing multiple dwelling units leased for residential purposes.

(2) Education

- a) The Commissioner of Licenses & Inspections shall be responsible for the development of an informational brochure, and its posting on the City of Wilmington’s website, containing, at a minimum, the following:
- i. A statement that the presence of bed bugs in any building or dwelling unit is a public nuisance;
 - ii. Information on how to detect the presence of bed bugs;
 - iii. Information on how to prevent the spread of bed bugs within dwelling units and buildings;
 - iv. A statement that tenants shall contact their landlord as soon as practicable if they know or suspect they have bed bugs in their dwelling unit; and
 - v. Contact information as to where people can obtain more information
- b) For any rental agreement for a dwelling unit entered into or renewed after the effective date of this ordinance, the landlord or any person authorized to enter into such agreement on his behalf shall provide to such tenant the informational brochure on bed bugs provided by the Department of Licenses and Inspections.
- i. The landlord shall maintain a written record signed by the tenant in acknowledgement of the receipt of the informational brochure. Such record shall be available upon request by the Commissioner of Licenses and Inspections, or his or her designee.

(3) Responsibilities of Owners

- a) Prior to renting a dwelling unit, the owner or property manager shall visually inspect the unit for any evidence of the presence of bed bugs, which may be indicated by observation of a living bed bug, bed bug carapace, eggs or egg casings, or brownish or blood spotting on linens, mattresses, or furniture. An owner may not offer for rent a dwelling unit that the landlord knows or suspects is infested with bed bugs.

- b) Prior to renting a dwelling unit, a landlord shall disclose to a prospective tenant if an adjacent unit or units are currently infested with or are being treated for bed bugs. The landlord shall maintain a written record, signed by the tenant, acknowledging the presence or absence of a bed bug infestation, or the treatment thereof, in an adjacent unit at the time of entering into the lease or rental agreement.
- c) Upon request from a tenant or prospective tenant, a landlord shall disclose the last date that the dwelling unit the landlord seeks to rent, or an adjacent unit or units were inspected and found to be free of a bed bug infestation.
- d) In accordance with Section 34-236(a)(12), if a bed bug infestation exists in two or more of the dwelling units in any dwelling, or in the shared or public parts of any dwelling containing two or more dwelling units, extermination thereof shall be the responsibility of the owner.
 - i. Pest control services. Where a bed bug infestation exists or is reasonably suspected in two or more dwelling units or in the shared or public parts of a dwelling containing two or more dwelling units, the owner must provide extermination services by a pest management professional.
 - a. The owner shall provide the pest control services to determine whether an infestation exists within 48 hours after (1) a bed bug is found or reasonably suspected anywhere in the shared or public parts of any dwelling containing two or more dwelling units; or (2) being notified in writing by the tenants of two or more dwelling units of a known or reasonably suspected bed bug infestation on the premises or in the tenants' rental units.
 - b. In buildings of four or more dwelling units, such as multi-unit apartment buildings or high rises, the owner must obtain investigatory services by a pest management professional for any unit directly adjacent to, above or below the unit from which the original report of bed bugs came.
 - c. Owner must provide all tenants of units infested with bed bugs with written notice of the pest management professional's determination within two business days of receipt of information from the professional.
 - d. If the pest management professional determination that an infestation exists, the owner is responsible for

extermination treatment until such a time that no evidence of bed bugs can be found and verified.

- ii. Record of pest control. The owner must maintain a written record or treatment report of the pest control measures performed by the pest management professional in the dwelling units and areas of the premises where an infestation is found or reasonably suspected. The record shall include reports and receipts prepared by the pest management professional, detailing the chemicals used for the treatment. The record shall be maintained for a period of four years and shall be open to inspection by authorized personnel of the Department of Licenses and Inspections.

(4) Responsibilities of tenants.

- a) In accordance with Section 34-237(a)(5), the occupant(s) of a single family dwelling shall be responsible for the extermination of bed bugs. If bed bugs are found or reasonably suspected in a dwelling unit in a dwelling containing more than one dwelling unit, the tenant shall be responsible for such extermination if his dwelling unit is the only unit infested. The tenant's responsibilities are as follows:
 - i. A tenant shall not knowingly bring into the building personal furnishings or belongings that are known or reasonably suspected to be infested with bed bugs.
 - ii. A tenant who finds or reasonably suspects a bed bug infestation in the tenant's dwelling unit or in a common area of the building shall notify the owner or property manager in writing within 48 hours of finding or suspecting the infestation.
 - a. If the owner or property manager has not received notice of a known or reasonably suspected infestation in another dwelling unit, the owner shall inform the tenant within two (2) business days, by written notice, of the tenant's responsibility to provide extermination services for the dwelling unit by a pest management professional.
 - b. The tenant shall obtain pest control services, at his or her expense, within 48 hours of receiving notice from the owner or property manager of the tenant's responsibilities under this Section, unless the responsibility to pay for such services is waived by the

owner or an alternate payment schedule is agreed to, in writing, by the landlord and tenant.

- c. The tenant shall provide to the owner or property manager a written record or treatment report of the pest control measures performed by the pest management professional in the dwelling unit. The record shall include reports and receipts prepared by the pest management professional, detailing the chemicals used for the treatment.
- iii. A tenant who notifies a landlord of a suspected infestation, or that is advised by a landlord in writing of a suspected infestation in the building, shall cooperate with reasonable recommendations provided by a pest management professional hired by the landlord to investigate and remediate the infestation, including by:
 - a. Granting access at reasonable times to the tenant's unit for purposes of inspection and remediation, upon reasonable notice by the landlord;
 - b. Not interfering with inspections or remediation efforts; and
 - c. Carrying out reasonable preparations, such as cleaning or moving furniture, before treatment, in accordance with the recommendations of the pest management professional.

(5) Tenant Protections

- a) A tenant may not be evicted in retaliation for reporting a known or suspected bed bug infestation.
- b) If a tenant is unable to comply with treatment preparations due to physical limitations, upon notice to the owner or property manager by the tenant of need for assistance, the landlord shall offer reasonable assistance to enable the tenant's compliance. After first disclosing what the cost of such an accommodation may be, and upon written agreement by the tenant, a landlord may charge a reasonable amount for any such assistance, subject to a reasonable payment schedule not to exceed six months, unless an extension or waiver of costs is agreed to in writing by the landlord and tenant.

(6) Bed Bugs and Dwelling Facility Operators

- a) No dwelling facility operator shall knowingly lease or provide a room or unit in its facility in which a bed bug infestation exists.
- b) No dwelling facility operator shall retaliate against a dwelling facility resident, employee, contractor, lessee or other user of its facility for reporting a suspected or known bed bug infestation to the facility operator or for sharing such information with other residents or users.
- c) A dwelling facility resident shall notify in writing the dwelling facility operator of any known or reasonably suspected bed bug infestation in an occupied room or unit, within three calendar days of discovery, and cooperate with the dwelling facility operator in the investigation and remediation of the infestation.

(7) Enforcement and Violations

- a) The Department of Licenses and Inspections shall have the authority to enforce this Section. The Commissioner of the Department of Licenses and Inspections or his Inspector or designee is authorized to inspect for bed bugs the interior and exterior of dwellings, dwelling units, buildings, other structures or parcels on which a building is located.
- b) A violation of this Section has occurred when a tenant, dwelling facility resident, owner or dwelling facility operator is required by this Section to obtain extermination services to treat a known or reasonably suspected bed bug infestation and fails to so act.
 - i. All violations of this Section shall be reported to the Department of Licenses and Inspections which shall enforce this Section pursuant to Sections 34-237(b)-(d).
 - ii. A property owner of a multi-unit dwelling or dwelling facility operator in violation of any order of the Commissioner of Licenses based on the provisions of this Section shall be denied the right to renew or obtain a rental business license.

SECTION 4. This Ordinance shall become effective ninety (90) days upon its date of passage by the City Council and approval by the Mayor and apply only with respect to leases or the renewal of leases entered into after the effective date of this Ordinance.

First Reading.....February 6, 2020

Second Reading.....February 6, 2020

Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2020.

Mayor

SYNOPSIS: This ordinance would prescribe the duties of landlords and tenants with regard to the treatment and control of bed bugs. For any rental agreement for a dwelling unit entered into or renewed after the effective date of this ordinance, the landlord or any person authorized to enter into such agreement shall provide to such tenant an informational brochure on bed bug prevention and treatment prepared by the Department of Licenses and Inspections (L&I).

FISCAL IMPACT STATEMENT: The projected fiscal impact of this Ordinance is a nominal increase relevant to the development and availability of the bed bugs informational brochure.

POLICY STATEMENT: The resurgence of bed bugs has created significant concern in the pest management industry and in society overall. The spread of bed bug infestations is a burden on the resources of Wilmington residents, property owners and health and social services providers in both the public and private sectors. In a time of fiscal austerity, cities should choose strategies that are both cost-efficient and highly effective. Smart, dedicated action can prevent the spread of bed bugs, thereby saving money and preventing waste in the long term. Municipalities across the country are creating and/or strengthening legislation on this issue. Examples of such proactive local jurisdictions include Philadelphia, Chicago, Jersey City, San Francisco, New York City, Boston, Cincinnati and Detroit. The goal of these regulations is not to overburden landlords, but to raise the bar and ensure to the extent possible that landlords are responsible stewards of their properties, working with the municipality to ensure safe, clean and healthy neighborhoods.

W0109437

Wilmington, Delaware
February 6, 2020

#4763

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 May 19, 2005, City Council passed a resolution approving a license agreement (the "License Agreement") between the City and Sprint Spectrum Realty Company, LLC (formerly a limited partnership) a Delaware limited liability company, successor in interest to Sprint Spectrum L.P.; ("Sprint") which permitted Sprint to install and operate communications antennas on and a control cabinet at the base of the City's water tower located on or near 1651 Foulk Road, Wilmington, Delaware; and

WHEREAS, the License Agreement is set to expire on July 31, 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 August 1, 2020; (2) increase the license fee payable by Sprint to the City under the License Agreement to \$3,333.33 per month commencing on August 1, 2020 with an increase of three percent (3%) annually thereafter; and (3) provide Sprint with an option to renew the License Agreement for two (2) additional terms of five (5) years after the first five-year extension.

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 Sprint Spectrum Realty Company, LLC, a copy of which, in substantial form, is attached hereto as Exhibit “A”, and the Commissioner of Public Works, or her 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 Sprint Spectrum Realty Company, LLC (“Sprint”) which permits Sprint to install and operate communications antennas on and a control cabinet at the base of the City’s water tower located on or near 1651 Foulk Road, Wilmington, Delaware. The First Amendment will: (1) extend the term of the License Agreement for an additional five (5) years commencing on August 1, 2020; (2) increase the license fee payable by Sprint to the City under the License Agreement to \$3,333.33 per month commencing on August 1, 2020 with an increase of three percent (3%) annually thereafter; and (3) provide Sprint with an option to renew the License Agreement for two (2) additional terms of five (5) years after the first five-year extension.

W0108848

EXHIBIT A

FIRST AMENDMENT TO LICENSE AGREEMENT

THIS FIRST AMENDMENT TO LICENSE AGREEMENT ("First Amendment"), is made this _____ day of _____, 201__ ("Effective Date"), by and between The City of Wilmington, a municipal corporation of the State of Delaware, with its principal place of business at 800 French Street, Wilmington, DE 19801 ("Licensor") and Sprint Spectrum Realty Company, LLC (formerly a limited partnership) a Delaware limited liability company, successor in interest to Sprint Spectrum L.P., with its principal place of business at 6220 Sprint Parkway, Overland Park, KS 66251 ("Licensee").

WHEREAS, Licensor is the fee simple owner of that certain parcel of property located at or near 1651 Foulk Road, Wilmington, DE 19810; and

WHEREAS, Licensor and Licensee entered into the certain Agreement dated May 24, 2005 ("Agreement" or "License"), whereby Licensee licenses a certain space on Licensor's water tank that is located on the Property; and

WHEREAS, Licensor and Licensee desire to amend the Agreement to extend the term of the Agreement; and

WHEREAS, Licensor and Licensee desire to adjust the license fee in conjunction with the modifications to the Agreement contained herein.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **Extension of Term.** In addition to the extension terms presently set forth in the Agreement at Section 2, the parties hereby agree to add three (3) additional extension terms of five (5) years each. Accordingly, commencing as of August 01, 2020, the term will automatically renew for a five (5) year period upon the same terms and conditions of the Agreement except for the adjustment of fees described below. Licensee shall have the option to renew the term for two (2) additional five (5) year terms upon the same terms and conditions set forth in the Agreement except for the adjustment of fees described below, unless Licensee notifies Licensor in writing of Licensee's intention not to renew the Agreement at least ninety (90) days prior to the expiration of the existing Agreement.

2. **License Fee.** Effective on the Effective Date, Section 3.1 of the Agreement is supplemented by adding the following to the end of the section:

Notwithstanding anything contained in Section 3.1 of the Agreement to the contrary, commencing as of August 1, 2020, the license fee payable under the Agreement shall be Three Thousand Three Hundred Thirty-Three and 33/100 Dollars (\$3,333.33) per month, subject to an annual increase thereafter in the amount of three percent (3%) over the license fee for the immediately preceding

year, and any further adjustments as provided in the Agreement.

3. **Notices.** Section 20.3 of the Agreement is hereby deleted in its entirety and replaced with the following:

All notices must be in writing and will be deemed to have been delivered upon receipt or refusal to accept delivery and are effective only when deposited in the U.S. mail, certified mail, return receipt requested and postage prepaid or when sent via nationally-recognized courier delivery service addressed to the recipient party as follows:

To Licensors:	The City of Wilmington 800 French Street, 6 th Floor Wilmington, DE 19801
To Licensee:	Sprint Property Services Sprint Site ID: PL64XC113-A Mailstop KSOPHD0101-Z2650 6220 Sprint Parkway Overland Park, Kansas 66251-2650
With a mandatory copy to:	Sprint Law Department Sprint Site ID: PL64XC113-A Attn.: Real Estate Attorney Mailstop KSOPHD0101-Z2020 6220 Sprint Parkway Overland Park, Kansas 66251-2020

Licensors or Licensee may from time to time designate any other address for this purpose by written notice to the other party.

4. **Other Terms and Conditions Remain.** Except as modified herein, all other terms and conditions of the Agreement are hereby ratified and shall remain in full force and effect. In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.

signatures on following page

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

LICENSOR:

CITY OF WILMINGTON,
a municipal corporation

WITNESS

Kelly A. Williams
Commissioner
Department of Public Works

LICENSEE:

SPRINT SPECTRUM REALTY
COMPANY, LLC,
a Delaware limited liability company

WITNESS

By: Silvia J. Lin
Title: Manager, Real Estate

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Sprint Property Services
Sprint Site ID: PL64XC113-A
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, Kansas 66251-2650

[space above this line for Recorder's use]

MEMORANDUM OF AMENDMENT

THIS MEMORANDUM OF AMENDMENT (this "Memorandum"), by and between The City of Wilmington, a municipal corporation ("**Licensor**") and Spectrum Realty Company, LLC (formerly a limited partnership), a Delaware limited liability company ("**Licensee**"), evidences the License Agreement made and entered into between Licensor and Licensee dated May 24, 2005 (the "**Agreement**") has been amended by written agreement between the parties (the "**Amendment**"). The term "Agreement" hereinafter refers to and includes the Amendment.

This Memorandum amends that certain Memorandum of License recorded with the Office of County Recorder, County of New Castle, State of Delaware, as document number 20050525-0048948 on May 25, 2005.

The Agreement provides in part that Licensor leases to Licensee certain real property owned by Licensor and located at 1651 Foulk Road, City of Wilmington, County of New Castle, State of Delaware ("**Property**") for the purpose of installing, operating and maintaining a communications facility and other improvements. The Property is legally described in Exhibit A attached hereto. The portion of the Property leased to Licensee together with non-exclusive utility and access easements is further described in the Agreement.

Commencing on August 1, 2020, the term of Licensee's lease and tenancy under the Agreement, as amended by the Amendment, is three (3) terms of five (5) years each that may be exercised by Licensee.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year indicated below.

Licensor:
The City of Wilmington,
a municipal corporation

Licensee:
Spectrum Realty Company, LLC,
a Delaware limited liability company

By: _____
(please use blue ink)

Printed Name: _____

Title: _____

Date: _____, 201__

By: _____

Printed Name: Silvia J. Lin

Title: Manager, Real Estate

Date: _____, 201__

LICENSOR NOTARY BLOCK: (please use blue ink)

STATE OF _____)
) ss.
 COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

(Use this space for notary stamp/seal)	Dated: _____
	Notary Public: _____
	Print Name: _____
	My commission expires: _____

LICENSEE NOTARY BLOCK:

STATE OF KANSAS)
) ss.
 COUNTY OF JOHNSON)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

(Use this space for notary stamp/seal)	Dated: _____
	Notary Public: _____
	Print Name: _____
	My commission expires: _____

**EXHIBIT A
TO MEMORANDUM OF AMENDMENT**

Site located at 1651 Foulk Road, City of Wilmington, County of New Castle, State of Delaware, Tax Parcel #0605400013

MAP:11403720 PARCEL: 06-054-013

Legal Description:

Description: BEGINNING at a point in the center line of Foulk Road, so called, distant in the center line of said Foulk Road South 45° 33' 30", West 802.90 feet from the intersection of the center line of said Foulk Road and the center line of Silverside Road, so called being also the Northeast corner of land of this Grantor; thence North 42° 31' 00", West by land of Curtis E. Talley 600.0 feet to a point in the boundary line between the said Curtis B. Talley and this Grantor; thence South 45° 36' 30" West in land of this Grantor 300.0 feet to a point; thence South 42° 31' 00" East in land of this Grantor 300.0 feet to a point; thence North 45° 36' 30" East in inland of this Grantor 250.0 feet to a point; thence South 42° 31' 00" East in land of this Grantor 300.0 feet to a point in the center line of the above named Foulk Road; thence North 45° 36' 30" East in the center line of the above names Foulk Road 50.0 feet to the point of BEGINNING.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT made as of this day of , 2005, by and between:

THE CITY OF WILMINGTON, a municipal corporation of the State of Delaware, with its principal place of business at 800 French Street, Wilmington, Delaware 19801

("LICENSOR")

and

Sprint Spectrum, L.P., a Delaware limited partnership, having an office at 6391 Sprint Parkway, Overland Park, Kansas 66251-2650

("LICENSEE")

WITNESSETH:

WHEREAS:

A. Licensor is the owner in fee simple of certain real property located on or near 1651 Foulk Road, Wilmington, Delaware, sometimes referred to as Tax Parcel 06-054-00-013, as more particularly described on Exhibit A, attached hereto and made a part hereof (the "Property") upon which there is located a water tower (the "Tower") owned by Licensor, the location of which is shown on the map or site plan attached hereto and made a part hereof as Exhibit B; and

B. Licensee desires to acquire a license to use a portion of the Property from Licensor and to construct thereon a communication shelter cabinet, and to install and maintain its communication facilities as hereinafter described on the Tower; and

C. Licensor and Licensee desire to enter into this License upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. LICENSE

1.1 Licensor hereby licenses to Licensee and Licensee hereby hires from Licensor that portion of the Property more particularly described on Exhibit B (the "Premises" or the "Licensed Premises") upon which to install the cabinet (hereinafter described) and grants to Licensee the right from time to time to install, operate, repair, replace and maintain upon the Tower those communications facilities consisting of radio equipment and related equipment, cables, accessories, improvements, and antennas ("the Facilities") at the heights and locations, all as more particularly described on

Exhibit B, attached hereto and made a part hereof, upon the terms and conditions herein contained.

1.2 Licensee shall have the right at its own cost and expense to survey the Premises. If such survey reveals any discrepancies with Exhibit B, the parties shall amicably seek to resolve such discrepancies in good faith, but in the event that they are unable to effect such resolution, then either party shall have the right to terminate this License without further liability to either party.

1.3 Licensor hereby grants to Licensee a non-exclusive easement during the term of this License for ingress and egress to the Premises upon and across the Property and the adjacent properties, if any, of Licensor for the movement of men, machinery, vehicles and equipment for the purpose of constructing, operating, repairing and maintaining the Improvements (as hereinafter defined). Such access for operation, repair and maintenance shall be on a 24-hour a day, 365 days a year basis. Licensee shall also have the right in common with others to use the parking spaces, roads and driveways located on the Property.

1.4 During the term of this License, Licensee shall also have the right to use the Property and the adjacent properties of Licensor, if any, for providing electric and telephone services to the Premises, both of which services are to be connected, installed and maintained at Licensee's sole cost and expense, in such locations as shall have been approved by Licensor, such approval not to be unreasonably withheld. Subject to the foregoing, Licensor hereby agrees to execute and deliver whatever easements may be necessary to the utility companies providing such service. The routes and locations of the utility lines shall be subject to Licensor's approval which approval shall not be unreasonably withheld. Licensee shall restore the Property, or any part thereof, which has been disturbed due to the installation of such utilities or to other construction, to its original condition, reasonable wear and tear excepted.

1.5 Licensor does not guarantee access or utility service to the Property to Licensee over lands not owned by Licensor. Licensee shall be solely responsible to satisfy itself that Licensee has such access and utility service capabilities to the Property as it may require.

2. TERMS AND RENEWALS

2.1 The term of this License shall be for five (5) years. The term shall commence on the first day of the calendar month following Lessee's receipt of the last of the Permits as defined in paragraph 4.2 below ("the Commencement Date").

2.2 Licensee shall have the option to renew the term for two (2) additional five (5) year terms, upon the same terms and conditions set forth herein, except for the adjustment to fees which is described in paragraph 3.2 below. This License shall automatically be renewed for such renewal term, unless Licensee shall notify Licensor of Licensee's intent not to renew this License no later than ninety (90) days prior to the

expiration of the original term. Absent such notice by Licensee, the term shall automatically renew without the necessity of any notice.

3. LICENSE FEES

3.1 The annual base fee for the first twelve months of the term shall be the sum of Twenty- Eight Thousand Eight Hundred Dollars (28,800.00). The annual base fee for each subsequent year of the term and renewal term shall be equal to the annual base fee payable hereunder during the immediately preceding twelve month period increased by the percentage increase which occurred in the Index between the first and last months of such preceding twelve month period. The Index shall be the Consumer Price Index (All Items) for the Philadelphia Metropolitan Area, published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the original or any renewal term, such other government index of computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

3.2 All fee payments for the original term and renewal term shall be made in equal monthly installments, in advance. The first such installment shall be due on the Commencement Date, with each subsequent installment being due on the fifth day of each calendar month.

3.3 As additional fees, Licensee shall pay to Licensors any and all increases in real estate taxes with respect to the Property which are directly attributable to the Improvements placed on the Property by Licensee. As a condition precedent to its right to receive such payment, Licensors agree to promptly furnish proof of any such increases to Licensee including true copies of the real property tax bills rendered to Licensors. Licensee shall have the right to appeal any such taxes in its own name or that of Licensors.

3.4 In the event Licensee has not obtained all Permits as described in paragraph 4 within one hundred eighty (180) days after the execution of this License by both Licensors and Licensee, the obligation to pay the monthly fee shall thereupon commence, however, the term shall not commence until the Commencement Date as defined in Paragraph 2.1 above.

4. USE

4.1 Licensee shall use the Premises for the purpose of constructing, maintaining and operating a communications facility together with uses incidental thereto involving the transmission and/or receipt of radio and microwave signals, all in accordance with applicable laws.

4.2 Licensee may install on the Premises at its sole cost and expense an equipment cabinet and appurtenant facilities ("the Cabinet"), all in accordance with applicable laws. The foregoing together with the Facilities are sometimes herein collectively referred to as the "Improvements". Licensee shall be solely responsible for obtaining all Federal, State, County and Municipal approvals, licenses, certificates and permits (collectively the "Permits") as are necessary to construct, operate and maintain the Improvements. All plans and specifications for the Improvements shall be subject to Licensors prior written approval, which shall not be unreasonably withheld or delayed but shall not exceed forty-five (45) days from receipt thereof. It is expressly agreed that the Exhibits annexed to this License do not constitute consent by Licensors to Licensee's final plans. Such final plans and specifications shall be submitted to Licensors for approval, as aforesaid (a) prior to submission to the governmental authorities having jurisdiction for final land use approvals; and (b) with respect to final construction drawings, prior to submission to the governmental authorities having jurisdiction for a building permit. Unless otherwise agreed to by Licensors in writing, Licensee shall not add or install any equipment or additional Improvements of any kind other than those that contained in the final plans which have been approved by Licensors without a subsequent agreement for the payment of additional license fees to Licensors.

Licensors also grants to Licensee the right to (i) install and operate transmission cable from the equipment to the antennas, electric lines from a main feed or off-site power source to the equipment and telephone lines from a main or off-site telephone entry point to the equipment, and (ii) erect, construct or make utility improvements, alterations or additions to the Property ("Licensee's Changes") appropriate for Licensee's use. Licensee's Changes shall require the prior written approval of Licensors, such consent not to be unreasonably delayed or withheld.

4.3 Licensee shall, at its own expense, maintain its Facilities on the Tower in a safe condition, in good order and repair and in such manner so as to not conflict or interfere with the existing uses of the Tower by the Licensors or others.

4.4 Licensee covenants and agrees that the Facilities and the installation, operation and maintenance thereof will not damage or impair the strength of the Tower and the accessories thereto nor interfere with the maintenance thereof or with the lighting system, if any, of the Tower.

4.5 Only qualified contractors and employees of Licensee shall be permitted to install, repair and remove the Facilities from the Tower.

4.6 Payment of the license fee shall entitle Licensee to install up to nine (9) antennas (3 arrays of 3) on the Tower. In the event Licensee desires to install more antennas, Licensee shall be required to obtain the written approval of Licensors, as well as a subsequent agreement with Licensors for the payment of additional license fees.

5. **CONTINGENCIES FOR THE BENEFIT OF LICENSEE**

5.1 Commencement of the term of this License is conditioned and contingent upon Licensee's obtaining all Permits after the execution of this License, as well as, but not limited to, satisfactory soil boring and engineering tests, which will permit Licensee to use the Premises and Tower as above described. Licensors hereby grants Licensee permission to commence such tests, provided, however, that Licensee shall notify Licensors in advance of its intent to perform such tests so that they can be performed in a manner which will not interfere with Licensors's operations.

5.2 Licensors shall reasonably cooperate with Licensee in its effort to obtain the Permits and shall take no unreasonable action which would adversely affect the status of the Property with respect to the proposed use thereof by Licensee. The costs shall be borne by Licensee exclusive of the time spent by Licensors in assisting with this process. In the event that any of the applications for the Permits shall be rejected or denied or the soil boring or engineering tests are found to be unsatisfactory such that Licensee determines in its sole discretion that the Premises or Tower are unusable for their intended purposes, then Licensee shall have the right to terminate this License upon notice to Licensors whereupon there shall be no further liability to either party, except that any prepaid fees shall be kept by Licensors.

5.3 Prior to the commencement of the term, Licensee shall have the right to obtain a title report or commitment for a title policy from a title insurance company of Licensee's choice. If in the opinion of Licensee, such title report shows any defects of title or any liens or encumbrances which would adversely affect Licensee's use of the Premises or Licensee's ability to obtain financing, Licensee shall have the right to cancel this License upon written notice to Licensors, whereupon there shall be no further liability to either party except that any prepaid fees shall be immediately returned to Licensee.

6. **TAXES**

6.1 Licensors shall pay all real property taxes assessed upon the Property.

6.2 Licensee shall pay all personal property taxes assessed upon the Improvements, as well as any increase in real estate taxes as described in paragraph 3.4 above.

7. **INSURANCE**

7.1 Licensee shall obtain and keep in effect throughout all periods this License is in effect, including any extension or renewal thereof, an insurance policy or policies, providing general public liability insurance against claims for personal injury (including death) and property damage in amounts not less than \$5,000,000.

7.2 Licensors shall be named as an additional insured on said liability policy and Licensee shall annually provide to Licensors evidence that such insurance is in effect.

8. **REPAIR AND MAINTENANCE**

8.1 Licensors shall keep and maintain the Property and the Tower in good order and repair.

8.2 Licensee shall keep and maintain the Premises and the Improvements in good order and repair.

8.3 Licensee recognizes that the Tower may from time to time require maintenance by Licensors, such as repainting, sandblasting, refinishing, and otherwise. Licensors and Licensee agree to mutually cooperate with each other in connection with such maintenance so as to expedite the work and minimize any disruption to Licensee's operations on the Tower. Licensors agree to give Licensee not less than sixty (60) days written notice of any routine maintenance work on the Tower, which may interfere or disrupt Licensee's operations so as to afford Licensee the opportunity to prepare for same. In the case of emergency or non-routine maintenance to the Tower which may affect Licensee's operations, Licensors shall make its best efforts to notify Licensee promptly thereof as circumstances may allow.

9. **UTILITIES**

9.1 Licensee shall be responsible at its sole cost and expense for bringing utilities to the Premises and causing an electric meter to be installed.

9.2 Licensee shall pay for all utility services used at the Premises as well as for the power needed to operate the Facilities. In the event Licensee cannot secure its own metered electrical supply from the local utility company, Licensee shall have the right, at its own cost and expense, to sub-meter from the Licensors, on a monthly basis, for the electric consumed by Licensee. Licensee shall pay monthly the current local utility company rate for sub-metered electric, after the meter is read by the Licensors and billed to Licensee.

10. **REMOVAL OF IMPROVEMENTS; SURRENDER**

10.1 It is expressly acknowledged and agreed that the Facilities are and shall remain the personal property of Licensee, removable and replaceable at any time and from time to time by Licensee, notwithstanding any physical annexation thereof to the land.

10.2 At the termination of this License, the Licensee shall remove the Improvements from the Property. Licensee shall restore the Premises to its original

condition, reasonable wear and tear excepted. If such time for removal causes Licensee to remain on the Property after termination of this License, Licensee shall be deemed to be a month to month licensee and shall pay fees at the then existing monthly rate, until such time as the removal of the Improvements are completed; provided, however, that if the Improvements are not removed within sixty (60) days after the termination of this License, they shall be deemed to have been abandoned and may become the property of the Licensor at the election of the Licensor.

11. AUTHORIZED USE

11.1 Licensor covenants, represents and agrees that the Licensor is the owner of the Property and the Tower and has the full right, power and authority to enter into, execute and deliver this License. Further, if applicable, the undersigned individuals represent that they are corporate officers or partners of the Licensor, as applicable and have the right, power, and authority to bind the Licensor.

11.2 Licensor covenants and agrees that the Licensee, on paying the fees and performing the conditions and covenants herein, may use the Premises and have the rights herein granted for the term hereof, and during any extension or renewal thereof.

12. MANAGEMENT OF SITE ENGINEERING

12.1 Licensee agrees not to interfere with communications transmission or reception equipment as shown on Exhibit C, a copy of which is attached hereto and made a part hereof, properly located on the Property owned by Licensor or others of which the Licensed Premises forms a part, provided that such equipment is actually in place as of the date of this License. Licensee also agrees not to interfere with any communications transmission or reception equipment that may be attached to the Property in the future by any other person. If Licensee should cause such interference, Licensee shall eliminate it immediately, except for brief tests necessary for the elimination of such interference.

12.2 If any measurable interference is caused by Licensor or anyone now or in the future holding a Property interest from or under Licensor due to improper or unlawful operation, or any subsequent change or addition of equipment or improvements by Licensor or any such other holder on the Property, Licensor agrees to endeavor to assist Licensee to eliminate same in a prompt and timely manner upon written notice from Licensee to Licensor in accordance with Paragraph 12.4. Notwithstanding anything contained herein to the contrary, Licensor shall not be required to cause the elimination of interference that is beyond Licensor's control, such as interference caused by parties now or in the future holding a Property interest for the operation of communications equipment from or under Licensor. In the event such interference is caused by a party holding a Property interest from or under Licensor, Licensor shall not be required to act as a mediator in resolving any disputes between

such party and Licensee and further, after Licensor has in good faith and with due diligence attempted to assist Licensee to resolve the interference experienced by Licensee, Licensee's sole remedy thereafter shall be to terminate this License, and neither party shall have any liability to the other.

12.3 Notwithstanding anything herein contained to the contrary, Licensee acknowledges the existing uses at the Property and states that none of them will cause interference with Licensee's operations.

12.4 Licensor and Licensee agree to cooperate with each other in order to try to avoid the use of any equipment which will cause interference to the other or to anyone now or in the future holding a Property interest from or under Licensor. The cooperative efforts shall include, but not be limited to the following type of actions:

(i) written notification to each other at least ten (10) days prior to the initial installation of any subsequent wireless communications antennas on the Property; or

(ii) in the event of interference, the aggrieved party shall provide evidence of such interference and such evidence shall ascertain, with a good degree of certainty, the source of such interference.

13. COMPLIANCE WITH LAWS

13.1 Licensee covenants and agrees to comply with all applicable governmental laws, rules, regulations and orders respecting the Improvements, and its use thereof including but not limited to those of the Federal Communications Commission ("FCC"), the Delaware Department of Natural Resources and Environmental Control ("DNREC") and the United States Environmental Protection Agency ("EPA").

13.2 Licensor covenants and agrees to use its best efforts to comply with all applicable governmental laws, rules, regulations and orders respecting the Property, the Tower and the use thereof including, but not limited to those of DNREC and the EPA. Licensor represents to the best of its knowledge that the Property is presently in compliance with all such laws, rules, regulations and orders.

13.3 Licensor acknowledges and agrees that Licensor is responsible for painting and lighting, if required, of its Tower and tower structures subject to this License. To the best of both parties' knowledge, at present, the Tower is not required to have any special painting or illumination features. In the event Licensor is required to paint or illuminate the Tower due to Licensee's Facilities and/or Improvements, Licensee shall cause the Tower to comply with FCC regulations at Licensee's own cost and expense, provided, however, that all such work shall be subject to the reasonable approval of Licensor.

14. **INDEMNIFICATION**

Licensee hereby agrees to defend, indemnify, and hold Licenser harmless from and against any claim, liability, loss or expense (including reasonable attorneys' fees) from personal injury (including death), property damage or other liability including without limitation claims or loss due to interference with or from the communications equipment of Licensee or that of others at or near the Property resulting from or arising out of the use and/or occupancy of the Premises and the Tower by the Licensee, its servants, agents, contractors or invitees, and the installation, operation, use, maintenance, repair or removal of the Facilities by Licensee and such persons acting on its behalf excepting, however, such claims, liabilities or damages as may be due to or caused by the negligent or intentional wrongful acts or omissions of the Licenser, or its servants, agents, contractors or invitees.

15. **DEFAULT**

15.1 If Licensee defaults in the payment of base fees, or any additional fees, or defaults in the performance of any other covenants or conditions herein contained, Licenser may give notice of such default, and if Licensee does not cure any fee default within fifteen (15) days of such notice or within forty-five (45) days of such notice of nonmonetary default (of if such nonmonetary default is of such nature that it cannot be completely cured within forty-five (45) days, if Licensee does not commence remedial action within such forty-five (45) days and thereafter proceed with reasonable diligence and in good faith to cure such default within an additional thirty (30) days, then Licenser may terminate this License on not less than fifteen (15) days notice to Licensee, and on the date specified in said notice, Licensee's right to possession of the Premises shall cease, and Licensee shall quit and surrender the Premises to Licenser and this License shall terminate as of such termination date.

15.2 Licenser shall also have any and all other rights and remedies as may be provided in law or equity in the event Licensee defaults hereunder and fails to cure such default within the applicable grace period provided for in paragraph 15.1.

15.3 In the event Licenser defaults in any of its covenants and obligations hereunder, Licensee shall provide Licenser with notice thereof, and Licenser shall have a reasonable time under the circumstance to cure such default. If Licenser fails to cure such default, Licensee shall have the right to terminate this License. Such termination shall be the sole remedy of Licensee and Licenser shall bear no further liability to Licensee.

16. **TERMINATION**

16.1 This License may be terminated by Licensee without any penalty or further liability (except as hereinafter provided) upon sixty (60) days written notice to

Licensor upon the occurrence of any of the following: (a) Licensee is unable to obtain or maintain any Permit as described in paragraph 4.2 or any and all easements or rights of way required by a third party; or (b) the Property, the Tower or the Premises is or becomes unacceptable under the Licensee's design or engineering specifications for Licensee's tower facilities or communications systems; or (c) Licensee determines that the Premises are not appropriate for Licensee's operations for economic reasons; or (d) Licensee's license to operate is revoked, removed or suspended; or (e) the Improvements, the Tower, or any material portion thereof are destroyed by fire or other casualty. In the event that Licensee terminates this License by reason of Subparagraph (c) hereof and such termination comes within the original five (5) year term, Licensee shall be responsible for and shall pay to Licensor the License fee for the remainder of such term.

16.2 This License may be terminated by Licensor without penalty or liability to Licensor therefor upon one hundred eighty (180) days written notice to Licensee in the event that Licensor removes any tower, tank or supporting structure from the Premises because of structural or environmental reasons, the adoption of new laws or regulations affecting the use of the Premises, or other similar reasons related to the inability of Licensee to continue to use the Premises for its present purpose. In addition, this License may be so terminated if the Tower, tank, or supporting structure becomes seriously impaired for any reason.

17. CONDEMNATION

If a condemning authority takes all of the Premises or the Property, or a portion sufficient in Licensee's determination, to render the Premises or Tower unsuitable for the use which Licensee was then making thereof, this License shall terminate and be of no further force or effect as of the date the title vests in the condemning authority. Licensee shall have no right to participate in the condemnation proceeds for the value of the land taken, but shall be entitled to make claim for its moving expenses if cognizable under applicable law, provided that the same does not diminish the Licensor's condemnation award. Sale of all or part of the Property to a purchaser with the power of eminent domain under the threat of condemnation shall be treated as a taking by condemnation under this Article.

18. ASSIGNMENT

18.1 Licensor may assign this License upon written notice to Licensee and said assignee will be responsible to Licensee for the performance of all the terms and conditions of this License.

18.2 Licensor agrees that Licensee may assign all rights, benefits, duties and obligations under this License without Licensor's consent to any corporation, firm or person licensed by governmental agencies to operate a wireless communications system which is (a) controlled by Licensee, or (b) controlling Licensee, or (c) otherwise

affiliated with Licensee by giving Licensors thirty (30) days written notice. Licensee shall not otherwise be permitted to assign or sublet this License to any other party without the prior written consent of Licensors, such consent not to be unreasonably withheld. In any event, Licensee shall remain liable to Licensors in connection with all of Licensee's duties and obligations under this License.

18.3 Licensee may mortgage and/or grant a security interest in this Lease and the Facilities, to Licensee's mortgagees or holders of security interests, including their successors or assigns (hereinafter collectively referred to as "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Licensors shall execute such consent to leasehold financing as may reasonably be required by Mortgagees, provided Licensee gives at least thirty (30) days advance written notice thereof to Licensors. Licensors agree to notify Licensee and Licensee's Mortgagees (if notified of any such Mortgagees) simultaneously of any default by Licensee and to give Mortgagees the same right to cure any as Licensee except that the cure period for any Mortgagee shall not be less than ten (10) days after receipt of the default notice.

19. MEMORANDUM OF LICENSE

Upon request, Licensors agree to execute a memorandum of this License in recordable form which Licensee may record in the recording office of the County in which the Property is located.

20. MISCELLANEOUS

20.1 Entire Agreement. This License contains all agreements, promises and understandings between the Licensors and Licensee. No verbal or oral agreements, promises or understandings shall be binding upon either the Licensors or Licensee in any dispute, controversy or proceeding at law, and any addition, variation or modification to this License shall be void and ineffective unless made in writing signed by the parties.

20.2 Governing Law. This License and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State of Delaware, and all disputes shall be resolved solely in the courts of the State of Delaware.

20.3 Notices. All notices hereunder, in order to be effective, must be in writing (unless otherwise expressly provided for herein) and shall be given by either certified mail, return receipt requested, or by nationally recognized overnight courier service, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

To Licensors:

At the address set forth on the first page of this License.

Site Name: Foulk Road Water Tank

Site # PL64XC113-A

with a copy to: Same address, Attention: City Solicitor.

To Licensee: *Sprint Contracts & Performance, Mailstop
KSOPHT0101-Z2650, 6391 Sprint Parkway,
Overland Park, Kansas 66251-2650*

with a copy to: *Sprint Law Department
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, Kansas 66251-2020
Attn.: Sprint Real Estate Attorney, RE: Site
#PL64XC113-A Foulk Road Water Tank*

20.4 Estoppel. Either party shall, from time to time, on not less than thirty (30) days prior written request by the other, execute, acknowledge and deliver a written statement certifying that this License is unmodified and in full force and effect, or that the License is in full force and effect as modified and listing the instruments of modification; the dates to which fees have been paid; and whether or not to the best knowledge of the party delivering the estoppel the other party is in default hereunder, and if so, specifying the nature of the default. It is intended that any such statement may be relied upon by the requesting party's prospective purchaser, mortgagee, sublicensee or assignee.

20.5 Waiver. No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition or duty of the other shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty.

20.6 Heirs, Successors. This License shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors in interest, successors in title and assigns.

21. HAZARDOUS WASTE

Licensee represents and warrants that its use of the Property will not generate and that Licensee will not store or dispose on the Property nor transport over or to the Property any hazardous substance. Licensee shall be responsible for compliance with all hazardous waste laws (including for any required clean-up) pertaining to its operation on the Property and Licensee will defend, indemnify and hold harmless Licensors from and against any and all liabilities, damages, losses, costs, assessments, penalties, fines, expenses and fees including reasonable legal fees, to the extent of Licensee's obligations to comply therewith, or breach thereof. This indemnity specifically includes reasonable costs, expenses and fees incurred by Licensors in connection with any investigation of Property conditions or clean-up, removal or restoration of the Property related to hazardous wastes of Licensee required by any governmental authority. This

Site Name: Foulk Road Water Tank

Site # PL64XC113-A

indemnification shall survive the expiration or earlier termination of this License Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be duly executed by their authorized representatives as of the date first above written.

Licensor:

Witness:

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

By: _____
Name: _____
Position: _____
Date: _____

Licensee:
Sprint Spectrum, L.P., a Delaware limited
partnership

Witness:

Kathy Jesson

By: T. Jesson
Name: Ted W. Jesson
Position: Senior Project Manager
Date: 5-17-05

Site Name: Foulk Road Water Tank

Site # PL64XC113-A

EXHIBIT A

Legal description

Site located at 1651 Foulk Road, City of Wilmington, County of New Castle, State of Delaware, Tax Parcel #0605400013.

MAP: 11403720 PARCEL: 06-054-00-013

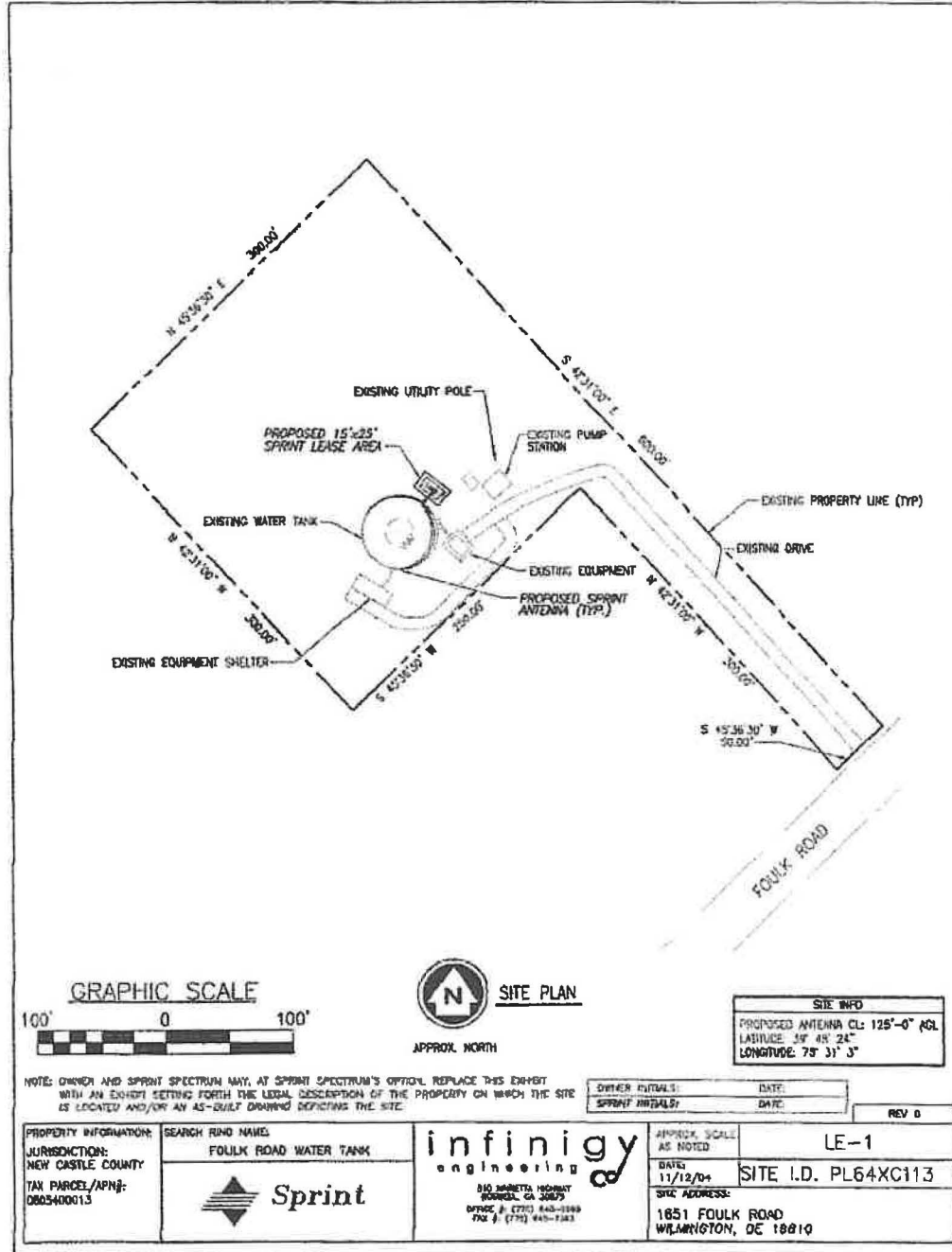
Description: BEGINNING at a point in the center line of Faulk Road, so called, distant in the center line of said Faulk Road South $45^{\circ} 33' 30''$, West 802.90 feet from the intersection of the center line of said Faulk Road and the center line of Silverside Road, so called being also the Northeast corner of land of this Grantor; thence North $42^{\circ} 31' 00''$, West by land of Curtis E. Talley 600.0 feet to a point in the boundary line between the said Curtis B. Talley and this Grantor; thence South $45^{\circ} 36' 30''$ West in land of this Grantor, 300.0 feet to a point; thence South $42^{\circ} 31' 00''$ East in land of this Grantor 300.0 feet to a point; thence North $45^{\circ} 36' 30''$ East in land of this Grantor 250.0 feet to a point; thence South $42^{\circ} 31' 00''$ East in land of this Grantor 300.0 feet to a point in the center line of the above named Faulk Road; thence North $45^{\circ} 36' 30''$ East in the center line of the above names Faulk Road 50.0 feet to the point of BEGINNING.

Site Name: Foulk Road Water Tank

Site # PL64XC113-A

EXHIBIT B

Site Plan
Page 1 of 3

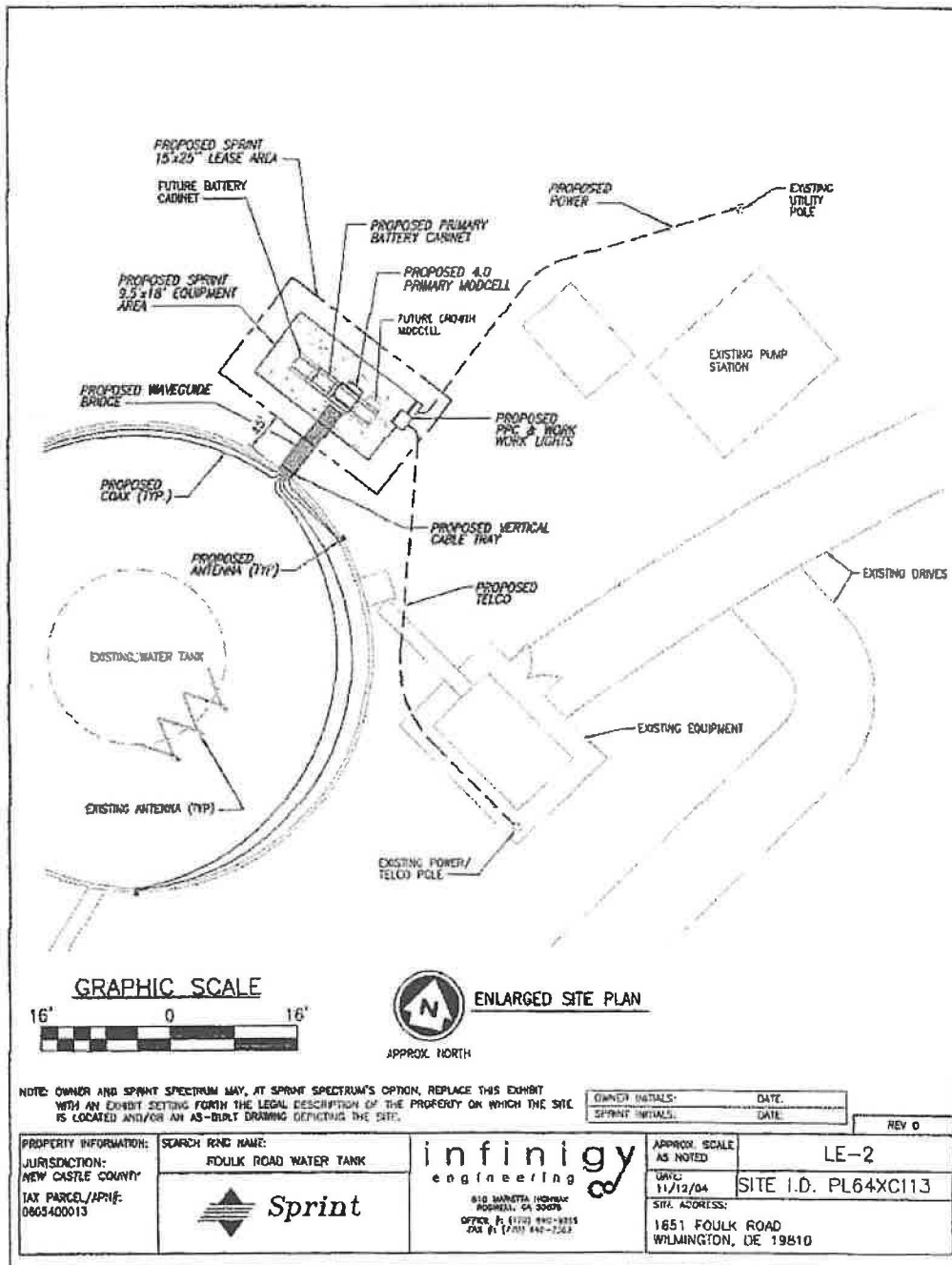


Site Name: Foulk Road Water Tank

Site # PL64XC113-A

EXHIBIT B

Site Plan
Page 2 of 3

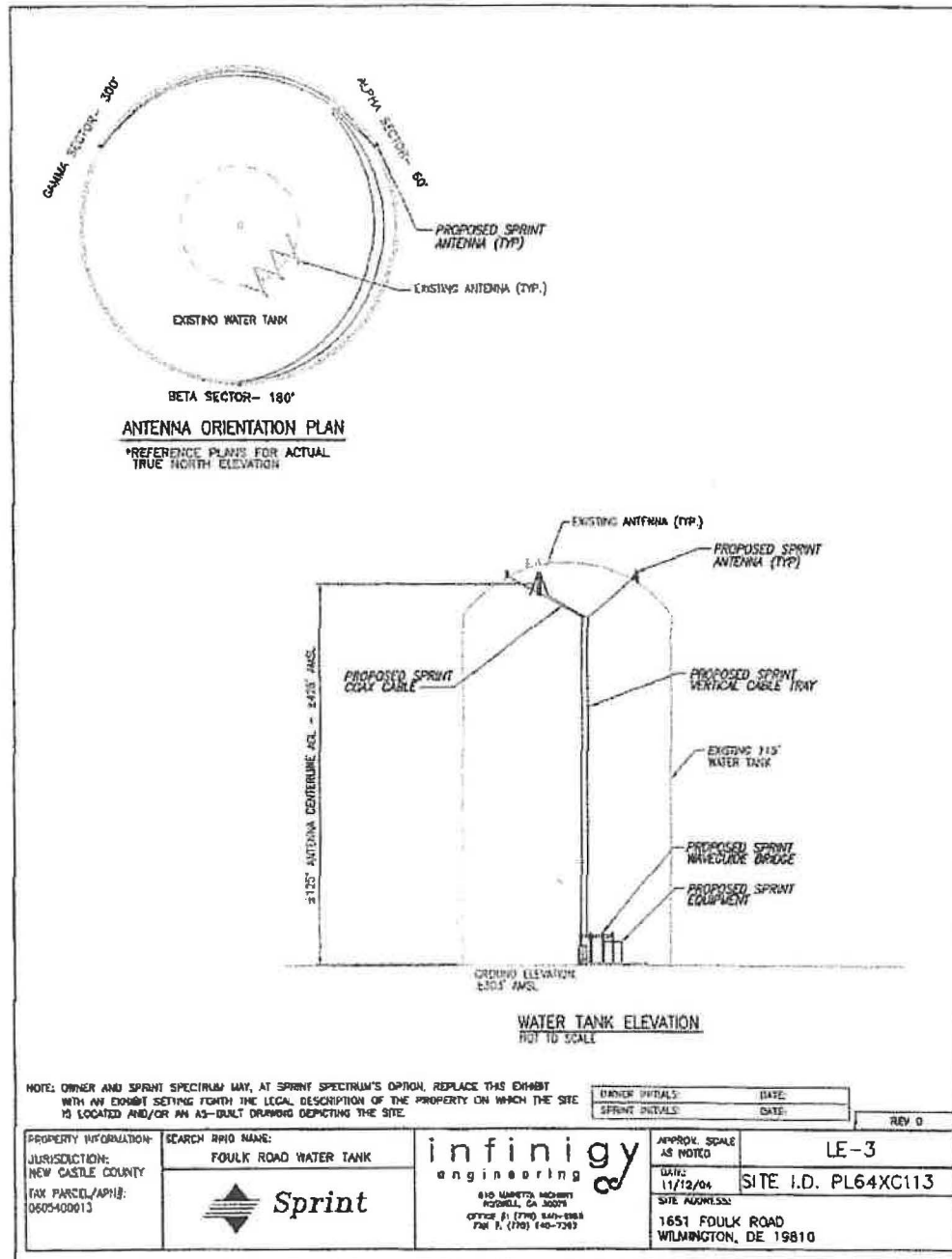


Site Name: Foulk Road Water Tank

Site # PL64XC113-A

EXHIBIT B

Site Plan
Page 3 of 3



Site Name: Foulk Road Water Tank

Site # PL64XC113-A

Exhibit C
Existing Equipment on Property

**City of Wilmington to Provide per paragraph
12 Management of Site Engineering**

Exhibit D
MEMORANDUM OF LICENSE

This Memorandum of License is entered into on this _____ by and between The City of Wilmington, a municipal corporation of the State of Delaware, with its principal place of business at 800 French Street, Wilmington, Delaware 19801 (hereinafter referred to as ("LICENSOR") and Sprint Spectrum L.P., a Delaware limited partnership (hereinafter referred to "LICENSEE")

1. Licensor is the owner in fee simple of certain real property located on or near 1651 Foulk Road, Wilmington, Delaware, sometimes referred to as Tax Parcel 06-054-00-013, as more particularly described on Exhibit A, attached hereto and made a part hereof (the "Property") upon which there is located a water tower (the "Tower") owned by Licensor, the location of which is shown on the map or site plan attached hereto and made a part hereof as Exhibit B; and

2. Licensor and Licensee entered into a License Agreement (Agreement") on the _____ for the purpose of Licensee to construct, install, operate and maintain its communications facility and other improvements. All of the foregoing is set forth in the Agreement.

3. The term of the Agreement is for five (5) years. The term shall commence on the first day of the calendar month following Licensee's receipt of the last permits, (the "Commencement Date"), and terminating on the fifth (5th) anniversary of the Commencement Date with two (2) successive five (5) year terms to renew.

IN WITNESS WHEREOF, the parties have executed this Memorandum of License as of the day and year first above written.

Licensor

THE CITY OF WILMINGTON, a municipal
corporation of the State of Delaware

Licensee

Sprint Spectrum L.P., a Delaware limited
partnership

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Site Name: Foulk Road Water Tank

Site # PL64XC113-A

Exhibit D

MEMORANDUM OF LICENSE

EXHIBIT A

Legal description

Site located at 1651 Foulk Road, City of Wilmington, County of New Castle, State of Delaware, Tax Parcel #0605400013.

MAP: 11403720 PARCEL: 06-054-00-013

Description: BEGINNING at a point in the center line of Faulk Road, so called, distant in the center line of said Faulk Road South 45° 33' 30", West 802.90 feet from the intersection of the center line of said Faulk Road and the center line of Silverside Road, so called being also the Northeast corner of land of this Grantor; thence North 42° 31' 00", West by land of Curtis E. Talley 600.0 feet to a point in the boundary line between the said Curtis B. Talley and this Grantor; thence South 45° 36' 30" West in land of this Grantor, 300.0 feet to a point; thence South 42° 31' 00" East in land of this Grantor 300.0 feet to a point; thence North 45° 36' 30" East in land of this Grantor 250.0 feet to a point; thence South 42° 31' 00" East in land of this Grantor 300.0 feet to a point in the center line of the above named Faulk Road; thence North 45° 36' 30" East in the center line of the above named Faulk Road 50.0 feet to the point of BEGINNING.

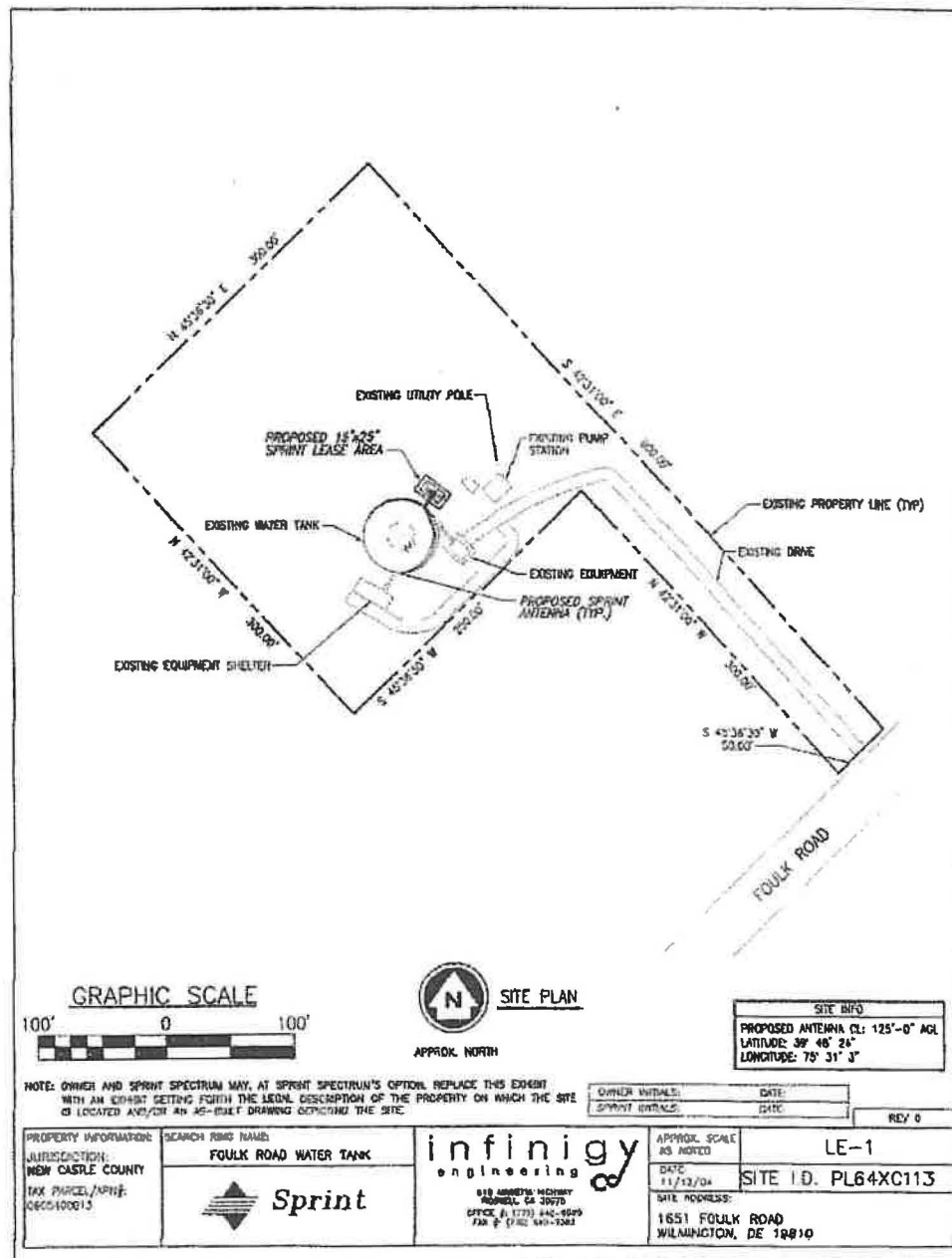
Site Name: Foulk Road Water Tank

Site # PL64XC113-A

EXHIBIT D
MEMORANDUM OF LEASE

EXHIBIT A

Site Plan
Page 1 of 3

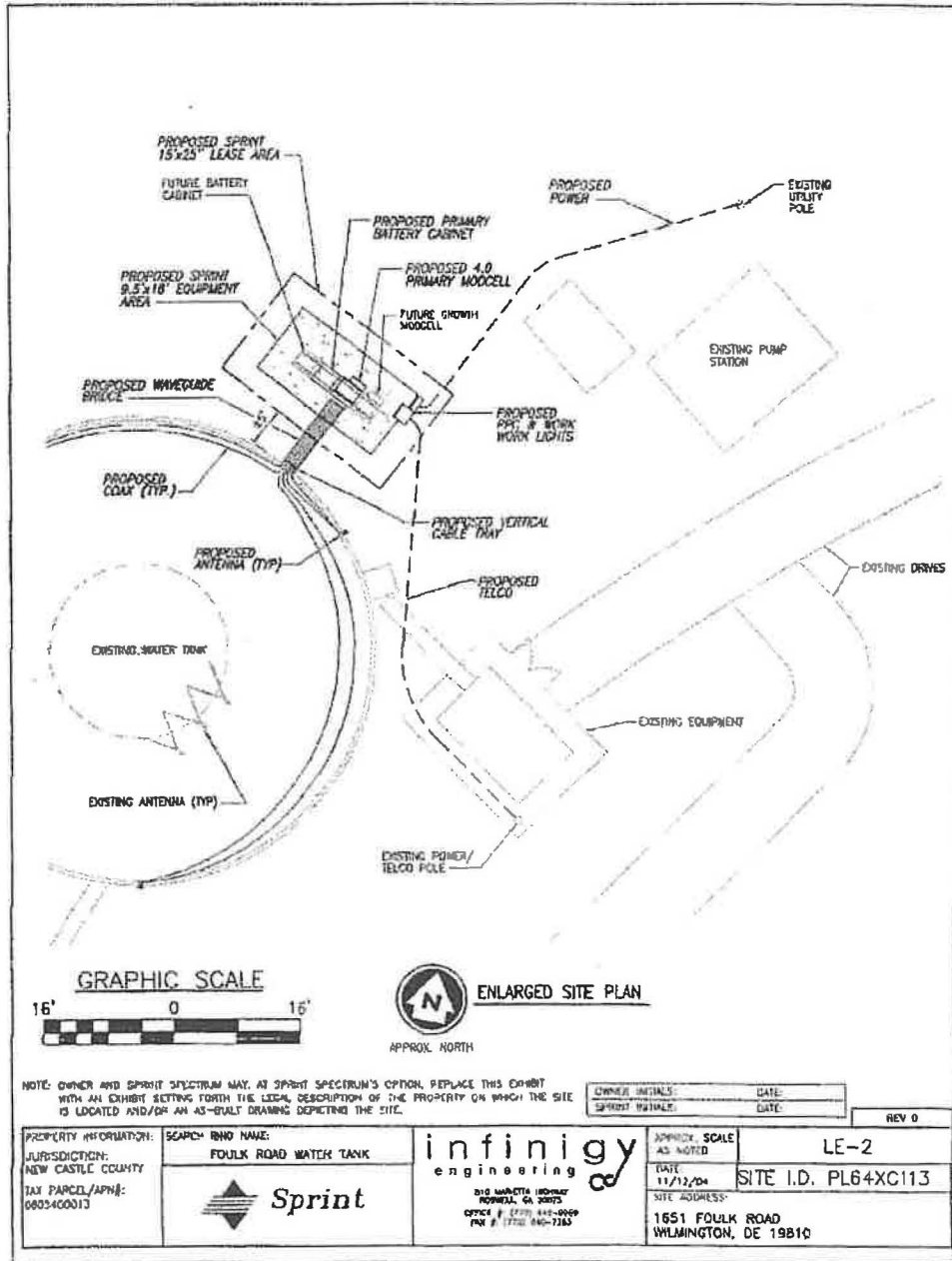


Site Name: Foulk Road Water Tank

Site # PL64XC113-A

EXHIBIT D
MEMORANDUM OF LEASE

Exhibit B
Site Plan
Page 2 of 3



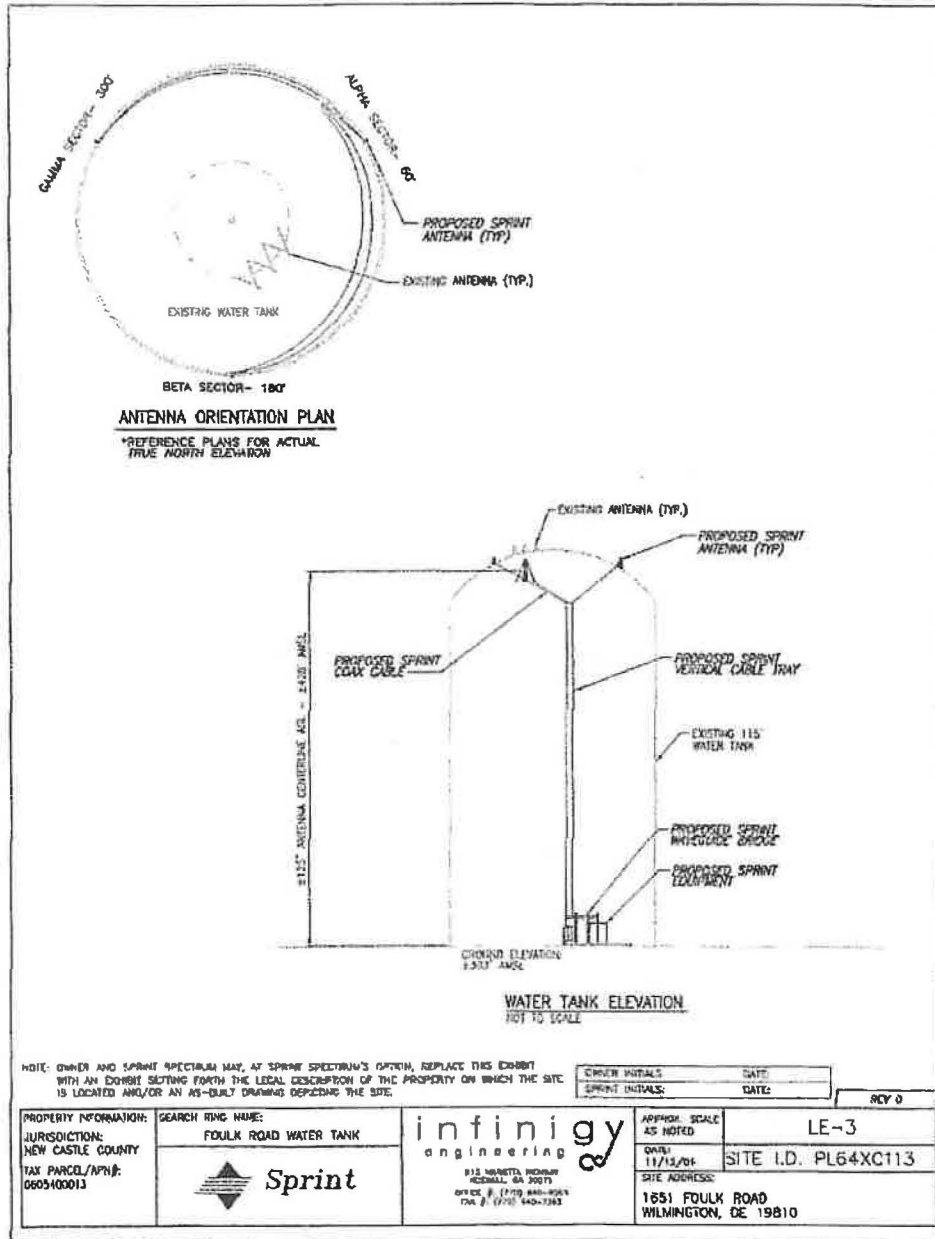
Site Name: Foulk Road Water Tank

Site # PL64XC113-A

EXHIBIT D

MEMORANDUM OF LEASE

Exhibit B
Site Plan
Page 3 of 3



Site Name: Foulk Road Water Tank

Site # PL64XC113-A

LICENSOR NOTARY BLOCK

STATE OF DELAWARE

County of _____

On _____, before me, _____,
Notary Public personally appeared _____, personally
known to me (or proved to me on the basis of satisfactory evidence) to be the person
whose name is subscribed to the within instrument and acknowledged to me that he/she
executed the same in his/her authorized capacity, and that by his/her signature on the
instrument, the person, or the entity upon behalf of which the person acted, executed
the instrument.

WITNESS my hand and official seal

Notary Public

My commission expires: _____

(SEAL)

Site Name: Foulk Road Water Tank

Site # PL64XC113-A

LICENSEE NOTARY BLOCK:

STATE OF _____

COUNTY OF _____

On _____, before me, _____,
Notary Public, personally appeared _____,
personally known to me (or proved to me on the basis of satisfactory evidence) to be
the person whose name is subscribed to the within instrument and acknowledged to me
that he/she executed the same in his/her authorized capacity, and that by his/her
signature on the instrument, the person, or the entity upon behalf of which the person
acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

(SEAL)

RES: 05-051

Wilmington, Delaware
May 19, 2005

#2441

Sponsor:

Council
Member
Kelley

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON that the License Agreement between the CITY OF WILMINGTON, a municipal corporation of the State of Delaware, and SPRINT SPECTRUM, L.P., a limited partnership of the State of Delaware, to install and operate communications antennas and related equipment on and about the water tower located at or near 1651 Foulk Road, Wilmington, Delaware, a copy of which is attached hereto and made a part hereof, is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute as many copies of said License Agreement as may be necessary.

Passed by City Council,
May 19, 2005

ATTEST: Maribel Ruiz
City Clerk

Approved as to form,
May 16, 2005

Manoel P. Silva
Assistant City Solicitor

SYNOPSIS: This Resolution approves a License Agreement between the City and Sprint Spectrum, L.P. ("Sprint"), to permit Sprint to install and operate communications antennas on and a control cabinet at the base of the City's water tower located at or near 1651 Foulk Road, Wilmington, Delaware.

Sprint will pay the City a license fee in the amount of \$28,880.00 per year which will be increased by the change in the CPI. The term of the License Agreement will be for a period of five years, with two possible five-year extensions, at the option of Sprint.

Once constructed, the communications equipment will be "unmanned," except for periodic testing, adjustment, and maintenance. All installation will be subject to the reasonable approval of the City.

Wilmington, Delaware
February 6, 2020

#4764

Sponsor:

**Council
Member
Johnson**

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 Wilmington Police Department, has submitted grant applications to the State of Delaware Department of Safety and Homeland Security for funding from the State Law Enforcement Assistant Fund ("SLEAF") in the amount of \$29,538.17; and

WHEREAS, the proposed grant funds would be used to make a surveillance camera equipment purchase, upgrades for the Department's Drug, Organized Crime and Vice Division's undercover fleet, and overtime funds for narcotics investigations; and

WHEREAS, no matching funds are required; 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 Wilmington Police Department's grant applications to the State of Delaware in the total amount of \$29,538.17 is hereby authorized.

BE IT FURTHER RESOLVED that the Chief of Police, 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 Wilmington Police Department's grant applications to the State of Delaware in the total amount of \$29,538.17. The proposed grant funds would be used to make surveillance camera equipment purchases; upgrades for the Department's Drug, Organized Crime and Vice Division's undercover fleet; and overtime funds for narcotics investigations. No local matching funds are required.

FISCAL IMPACT STATEMENT: There is no negative fiscal impact to the City as no local matching funds are required by the grants.

W0109394

Wilmington, Delaware
February 6, 2020

#4765

Sponsor:

**Council
Member
Johnson**

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 Wilmington Police Department, has submitted grant applications for pass-through grant funding from the United States Bureau of Alcohol, Tobacco, and Firearms' ("ATF") Bit Force Initiative via the High Intensity Drug Trafficking Area ("HIDTA") grant program for a total of \$53,572.00; and

WHEREAS, the High Intensity Drug Trafficking Areas (HIDTA) program is a federal program administered by the White House Office of National Drug Control Policy ("ONDCP"), designed to provide resources to federal, state, local, and tribal agencies to coordinate activities to address drug trafficking in specifically designated areas of the country; and

WHEREAS, New Castle County, including the City of Wilmington, has historically been designated as a High Intensity Drug Trafficking Area; and

WHEREAS, the proposed grant funds would be used to fund overtime for two detectives and their police vehicles to engage with HIDTA law enforcement initiatives developed to identify and disrupt/dismantle drug trafficking and money laundering organizations; reduce drug-related crime and violence; and identify and respond to emerging drug trends; and

WHEREAS, no matching funds are required; 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 Wilmington Police Department's grant applications to the United States Bureau of Alcohol, Tobacco, and Firearms in the total amount of \$53,572.00 is hereby authorized.

BE IT FURTHER RESOLVED that the Chief of Police, 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 Wilmington Police Department's pass-through grant applications to the High Intensity Drug Trafficking Area ("HIDTA") grant program in the total amount of \$53,572.00. The proposed grant funds would be used to fund overtime for two detectives and their police vehicles to engage with HIDTA law enforcement initiatives developed to identify and disrupt/dismantle drug trafficking and money laundering organizations; reduce drug-related crime and violence; and identify and respond to emerging drug trends. No local matching funds are required.

FISCAL IMPACT STATEMENT: There is no negative fiscal impact to the City as no local matching funds are required by the grants.

W0109396

Wilmington, Delaware
February 6, 2020

#4766

Sponsor:

**Council
Member
Johnson**

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 Wilmington Police Department ("WPD"), has submitted pass-through grant applications to the State of Delaware Criminal Justice Council ("CJC") via the United States Department of Justice's ("USDOJ") Stop Violence Against Women Act Grant Program for a total of \$33,685.00; and

WHEREAS, the grant funds will be used to provide funding in the amount \$33,685.00 for overtime to be dedicated to the enforcement of Protection From Abuse (PFA) order warrant attempts; and

WHEREAS, an in-kind match of \$11,431.00 is required by the grant, however, these monies will be provided by WPD via already budgeted funds; 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 Wilmington Police Department's grant applications to the State of Delaware in the total amount of \$33,685.00 is hereby authorized.

BE IT FURTHER RESOLVED that the Chief of Police, 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 Wilmington Police Department's grant applications to the State of Delaware Criminal Justice Council ("CJC") in the total amount of \$33,685.00. The said grant funds will be used to provide funding for overtime dedicated to the enforcement of Protection From Abuse (PFA) order warrant attempts.

FISCAL IMPACT STATEMENT: There is no negative fiscal impact to the City. Although the grant requires an \$11,431.00 in-kind match, these monies will be provided by WPD via already budgeted funds.

W0109397

Wilmington, Delaware
February 6, 2020

#4767

Sponsor:

**Council
Member
Johnson**

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 Wilmington Police Department ("WPD), has submitted grant applications to the State of Delaware Department of Safety and Homeland Security for funding from the State Aid to Local Law Enforcement ("SALLE") grant program in the amount of \$54,384.63; and

WHEREAS, the Department proposes to use funds received from the SALLE grant program to provide advanced and specialized training in the areas of both law enforcement and drug enforcement; and

WHEREAS, advanced and specialized training for sworn personnel is essential for the Department as it is required to equip officers with specialized skills, and will enhance their capabilities as law enforcement officers; and

WHEREAS, the proposed training will include areas such as Advanced S.W.A.T. Training, Proactive Internal Affairs investigations, and Supervisory Leadership Training, amongst others; and

WHEREAS, the funds will be used for both on-site and off-site training, including travel, lodging, and registration fees for the sworn members of the Department; and

WHEREAS, no matching funds are required; 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 Wilmington Police Department's grant applications to the State of Delaware Department of Safety and Homeland Security in the total amount of \$54,384.63 is hereby authorized.

BE IT FURTHER RESOLVED that the Chief of Police, 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 Wilmington Police Department's grant applications to the State of Delaware Department of Safety and Homeland Security in the total amount of \$54,384.63. The proposed grant funds will be used to provide advanced and specialized training in the areas of both law enforcement and drug enforcement for sworn officers. No local matching funds are required.

FISCAL IMPACT STATEMENT: There is no negative fiscal impact to the City as no local matching funds are required by the grants.

W0109399

Wilmington, Delaware
February 6, 2020

#4768

Sponsor:

**Council
Member
Johnson**

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 Wilmington Police Department ("WPD"), has submitted grant applications to the State of Delaware Department of Safety and Homeland Security for funding from the State Law Enforcement Assistant Fund ("SLEAF") in the amount of \$78,000.00; and

WHEREAS, the proposed grant funds would be used purchase a Type II Explosive Ordnance Disposal ("EOD") Robot (Remotec model #F6B); and

WHEREAS, the current Ordnance Disposal Unit utilized by WPD is over 16 years old. It has deteriorated in reliability, and recently experienced a catastrophic failure; and

WHEREAS, the proposed new upgraded unit presents an extra layer of protection to police personnel, as the bomb disposal unit is controlled from a distance and will demonstrate higher reliability, leading to greater safety to WPD Officers operating and supporting the unit, as well as the general public; and

WHEREAS, no matching funds are required; 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 Wilmington Police Department's grant applications to the State of

Delaware Department of Safety and Homeland Security in the total amount of \$78,000.00 is hereby authorized.

BE IT FURTHER RESOLVED that the Chief of Police, 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 Wilmington Police Department's grant applications to the State of Delaware Department of Safety and Homeland Security in the total amount of \$78,000.00. The proposed grant funds would be used to purchase a Type II Explosive Ordnance Disposal ("EOD") Robot (Remotec model #F6B). No local matching funds are required.

FISCAL IMPACT STATEMENT: There is no negative fiscal impact to the City as no local matching funds are required by the grants.

W0109401

Wilmington, Delaware
February 6, 2020

#4769

Sponsor:

**Council
Member
Johnson**

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 Wilmington Police Department ("WPD), has submitted grant applications to the State of Delaware Department of Safety and Homeland Security for funding from the State Law Enforcement Assistant Fund ("SLEAF") in the amount of \$18,000.00; and

WHEREAS, the proposed grant funds would be used make an equipment purchase; and

WHEREAS, the Department requests to retrofit currently existing departmental weapons. The grant funds would be used to purchase equipment for the purpose of improving the stocks and ammunition capabilities on the existing departmental shotguns; and

WHEREAS, the proposed upgrades will improve the handling and storage of the weapons; and

WHEREAS, no matching funds are required; 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 Wilmington Police Department's grant applications to the State of Delaware Department of Safety and Homeland Security in the total amount of \$18,000.00 is hereby authorized.

BE IT FURTHER RESOLVED that the Chief of Police, 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 Wilmington Police Department's grant applications to the State of Delaware Department of Safety and Homeland Security in the total amount of \$18,000.00. The proposed grant funds would be used to retrofit and upgrade the current departmental shotguns. No local matching funds are required.

FISCAL IMPACT STATEMENT: There is no negative fiscal impact to the City as no local matching funds are required by the grants.

W0109402

Wilmington, Delaware
February 6, 2020

#4770

Sponsor:

**Council
Member
Johnson**

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 Wilmington Police Department ("WPD), has submitted grant applications to the State of Delaware Criminal Justice Council in the amount of \$100,000.00; and

WHEREAS, the proposed grant funds would be used purchase ten (10) Trikke Police Interceptor mobile vehicles along with safety equipment and training; and

WHEREAS, the mobile vehicles will help officers maintain an increased presence in public areas where traditional vehicles cannot gain access (ex. River Walk, bike paths, city parks, etc.); and

WHEREAS, the vehicle has been tested on site, and officers found that they were more readily able to interact with the community while using those vehicles as opposed to patrol cars.; and

WHEREAS, the vehicle is able to put officers in direct contact with the community while simultaneously enabling the officer to respond quickly to an incident; and

WHEREAS, no matching funds are required; 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 Wilmington Police Department's grant applications to the State of Delaware Criminal Justice Council in the total amount of \$100,000.00 is hereby authorized.

BE IT FURTHER RESOLVED that the Chief of Police, 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 Wilmington Police Department's grant applications to the State of Delaware Criminal Justice Council in the total amount of \$100,000.00. The proposed grant funds would be used to purchase ten (10) Trikke Police Interceptor mobile vehicles along with safety equipment and training, providing police officers with additional contact with the community while simultaneously enabling the officers to respond quickly to incidents.

FISCAL IMPACT STATEMENT: There is no negative fiscal impact to the City as no local matching funds are required by the grants.

W0109403

AN ORDINANCE TO APPROVE AND ADOPT THE MAJOR SUBDIVISION PLAN KNOWN AS "SOUTH ROAD CONNECTOR" AND ACCEPT DEDICATION OF AN UNNAMED CITY STREET BETWEEN THE SOUTH WALNUT STREET ACCESS ROAD AND GARASHES LANE TO BE ADDED TO THE OFFICIAL CITY MAP

#4759

Sponsor:

Council
President
Shabazz

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, the Riverfront Development Corporation (the "Applicant") has requested that: (1) the City approve and adopt the Major Subdivision Plan known as the "South Road Connector," attached hereto as Exhibit "A" (the "Plan") and made a part of this Ordinance by reference; (2) the City accept the dedication by the Applicant to the City of a new public right-of-way comprising Tax Parcel No. 5 as depicted on the Plan and color coded in lavender for clarity, said right-of-way to connect Garashes Lane on its south side with the South Walnut Street Access Road at the City/County border created by City Line Ordinance 13-18 and County Line Ordinance 18-78; and (3) the unnamed street be added to the Official City Map; and

WHEREAS, the Applicant holds title to the street bed beneath the right-of-way depicted as Tax Parcel No. 5 on the Plan, and by the filing of the Plan dedicates that parcel as the right-of-way for public use under the ownership of the City; and

WHEREAS, there are no findings to suggest that acceptance of the proposed right-of-way would be detrimental to the surrounding properties, the general public, or public safety; and

WHEREAS, the new city street would be located as depicted on the Plan, and once the new street is built to all City standards and all requirements of the Department of Public Works, it will be conveyed to the City; and

WHEREAS, the City Planning Commission has adopted Planning Commission Resolution 16-19, which, among other things, recommended approval of the Applicant's request; and

WHEREAS, the City Council deems it necessary and appropriate to approve the Applicant's Plan, to accept the unnamed street, and to add it to the Official City Map.

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

SECTION 1. The Major Subdivision Plan known as the "South Road Connector" is hereby approved as depicted on Exhibit "A" attached hereto.

SECTION 2. The acceptance of the Applicant's dedication of the new public right-of-way depicted as Tax Parcel No. 5, which is illustrated as the lavender color coded section on Exhibit "A" attached hereto, is hereby approved.

SECTION 3. All City departments are hereby authorized to take any and all necessary actions required for the acceptance of the dedication of the proposed new public right-of-way and, once those actions are completed, to add it to the Official City Map.

SECTION 4. This Ordinance shall become effective immediately upon its date of passage by the City Council and approval by the Mayor.

First Reading January 16, 2020
Second Reading January 16, 2020
Third Reading

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2020.

Mayor

SYNOPSIS: This Ordinance approves the Major Subdivision Plan known as the “South Road Connector” and accepts the dedication of an unnamed street connecting the southern side of Garasches Lane to the South Walnut Access Road.

FISCAL IMPACT: This Ordinance has no significant anticipated fiscal impact.

W0109131

EXHIBIT A

GENERAL NOTES:

1. PURPOSE OF THIS PLAN
A. RESUBDIVIDE 3 EXISTING TAX PARCELS INTO 5 NEW TAX PARCELS
B. DEDICATE THE PROPOSED TAX PARCEL NO. 5 TO THE CITY OF WILMINGTON FOR A NEW UNNAMED PUBLIC RIGHT OF WAY, TO BE ADDED TO THE OFFICIAL CITY MAP

2. DEEDS AND COORDINATES AS SHOWN HEREON ARE BASED ON THE DELAWARE STATE PLAT MAP 83/786.

3. TOWNS AS SHOWN HEREON ARE BASED ON NAVD 83 EXISTING TOPOGRAPHY SHOWN ON MAP 83/786. THIS SURVEY WAS PERFORMED BY R. KLEPPER & E. KALE, LLP ON APRIL 16, 2004 AS SUPPLEMENTED BY A FIELD SURVEY BY R. KLEPPER & E. KALE, LLP ON APRIL 16, 2004. THE SPORTSPLEX SHOWN HEREON ARE BASED ON ENGINEERING PLANS AND PROPOSED TO BE DEDICATED TO PUBLIC RIGHT OF WAY.

4. PROPOSED DEVELOPMENT PARCELS (TAX PARCEL NO. 4)
PROPOSED TAX PARCEL NO. 4: 0.5720 ACRES +/- (24,394 SQ. FT. +/-)
PROPOSED TAX PARCEL NO. 2: 0.4676 ACRES +/- (20,369 SQ. FT. +/-)
PROPOSED TAX PARCEL NO. 3: 1.7568 ACRES +/- (76,525 SQ. FT. +/-)
PROPOSED TAX PARCEL NO. 4: 0.5732 ACRES +/- (24,369 SQ. FT. +/-)
PROPOSED TAX PARCEL NO. 5: 0.6900 ACRES +/- (30,058 SQ. FT. +/-)
TOTAL SITE AREA = 4.0596 ACRES +/- (176,835 SQ. FT. +/-)

5. INDEXED REFERENCES:
-057.00-054 RIVERFRONT DEVELOPMENT CORPORATION OF DELAWARE INSTR. NO. 201059-0024997
-057.00-054 RIVERFRONT DEVELOPMENT CORPORATION OF DELAWARE INSTR. NO. 201059-0024997
-057.00-054 RIVERFRONT DEVELOPMENT CORPORATION OF DELAWARE INSTR. NO. 201059-0024997
-057.00-054 RIVERFRONT DEVELOPMENT CORPORATION OF DELAWARE INSTR. NO. 201059-0024997

6. ERTY ADDRESS:

-057.00-054 800 S. WALNUT ST. WILMINGTON, DE 19801
-057.00-054 40 GARASCHES LANE WILMINGTON, DE 19801
-057.00-054 0 GARASCHES LANE WILMINGTON, DE 19801

7. DIRT CORNERS ARE TO BE REINFORCED WITH PLASTIC REINFORCING CEMENT MARKED "PPR" CORNER "PPR" CORNERS; EGG OTHERWISE INDICATED HEREON.

8. TIES AND OTHER OBSTRUCTIONS AS SHOWN HEREON HAVE BEEN LAYED BY ACTUAL FIELD MEASUREMENTS SUPPLEMENTED BY INFORMATION OBTAINED FROM THE VENDORS' RECORDS. HOWEVER, WE DO NOT GUARANTEE THE ACCURACY OR THE COMPLETENESS OF THE INFORMATION RECEIVED. THE CONTRACTOR MUST VERIFY ALL INFORMATION TO HIS OWN SATISFACTION AND MUST NOTIFY THE CITY COMMISSIONERS PRIOR TO THE START OF THE WORK.

9. LOCATION OF INDIVIDUAL ELECTRIC, TELEPHONE, GAS, WATER, AND SEWER SERVICE CONNECTIONS AS SHOWN HEREON ARE BASED ON THE LOCATION OF SAID CONNECTIONS HAS BEEN FIELD LAYED WHERE POSSIBLE, BUT IN CASES WHERE THE LINES HAVE BEEN LOST OR DESTROYED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING SAID LINES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE SAID LINES PRIOR TO THE START OF THE WORK.

10. TOWN ZONING CLASSIFICATION:
M-1 LIGHT MANUFACTURING BUILDING HEIGHT 4 STORIES 55' FLOOR AREA RATIO 2.0 BUILDING SETBACK BUILDING OR STRUCTURE ERECTED IN AN M-1 DISTRICT WHICH ABUTS A STREET LESS THAN 80' IN WIDTH SHALL BE SET BACK NOT LESS THAN 40' FROM THE CENTERLINE OF SUCH STREET.

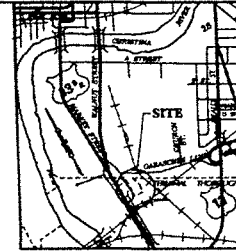
11. REAR YARD: 5' MIN. SIDE YARD: 4' MIN. 2' FOR EACH ADDITIONAL STORY, BUT IN NO CASE NEED HAVE A WIDTH IN EXCESS OF TEN FEET.

12. FEMA FLOODPLAIN ZONES: AS FIRM MAP NUMBER 100030066A, LAST REVISED FEBRUARY 4, 2005.

13. SURVEYED PREMISES AS INDICATED HEREON IS LOCATED WITHIN ONE (1) AC. BASE FLOOD ELEVATION DETERMINED ELEVATION 8' (A.V.D. 8' MIN.) AS INDICATED ON FEMA FLOOD INSURANCE RATE MAP 01000 3C 0564 NEW CASTLE COUNTY AND CITY OF WILMINGTON, DELAWARE, REVISED FEBRUARY 4, 2005.

14. TITLE REPORT WAS PROVIDED BY CLIENT.

Tax Parcel No.5 to be Dedicated to the City of Wilmington as an Unnamed Street



VICINITY MAP
SCALE: 1"=2000'

LEGEND

- GA GAS METER
- SD STORM DRAIN MANHOLE
- SM SANITARY MANHOLE
- WM WATER METER
- WV WATER VALVE
- FAL FIRE HYDRANT
- DL DRAINAGE INLET
- LP LIGHT POLES
- SON SON
- PROPOSED CONDITIONS
- EDGE OF FLEXIBLE PAVEMENT
- BUILDING LINE
- RAILROAD
- PROPERTY LINE
- RIGHT OF WAY LINE
- CITY/COUNTY BOUNDARY LINE
- CONTOUR LINE AND ELEVATION
- SURVEY TRAVERSE
- G.V. GAS VALVE
- IP 1/2" IRON PIPE FOUND
- OP 1/2" OPEN PIPE FOUND
- REBAR 1/2" REBAR FOUND
- R/C REBAR AND CAP FOUND
- PA POLE ANCHOR
- TM TELEPHONE MANHOLE
- UP UTILITY POLE

CERTIFICATION OF PLAN ACCURACY

I, JEANNE L. KLEPPER & E. KALE, LLP, A REGISTERED PROFESSIONAL SURVEYOR IN THE STATE OF DELAWARE, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CERTIFY THAT THE INFORMATION ON THIS PLAN IS TRUE AND CORRECT TO THE ACCURACY REQUIRED BY ACCEPTED SURVEYING STANDARDS AND PRACTICES. THE PROPOSED CONSTRUCTION AS SHOWN ON THE PLAN COMPLES WITH ALL APPLICABLE LAWS AND REGULATIONS.

JEANNE L. KLEPPER & E. KALE, LLP
JEANNE L. KLEPPER, PLS
PROFESSIONAL LAND SURVEYOR
DELAWARE LICENSE NO. 828 EXP. 6/30/2009
EMAIL: JKL@JEANNEK.COM

DATE

APPROVED FOR RECORDATION

DIRECTOR OF DEPARTMENT PLANNING AND DEVELOPMENT DATE

PROPOSED CONDITIONS



700 EAST PRATT STREET, SUITE 500, BALTIMORE, MD. 21202
PH: 410-728-2300

REVISIONS	
No.	Description

GRAPHIC SCALE

0' 50' 100'
1"=50'

PLAN PREPARATION	COMPUTED BY: JCF
DESIGN BY: JCF	DATE: NOVEMBER 21, 2010
CHECKED BY: JN	SCALE: 1"=50'

MAJOR SUBDIVISION	PROJECT
SOUTH ROAD CONNECTOR SUBDIVISION	16-135 TK
WILMINGTON, DE. 19801	SHEET N
	1 OF 2



PROJECT NO.
16-135 TK80

SHEET NO.
2 OF 2

Wilmington, Delaware
~~January 16, 2020~~
February 6, 2020

#4761

Sponsor:

Council
Member
Guy

WHEREAS, City Council member Samuel L. Guy seeks to award a grant of \$1,000 to Christina Cultural Arts Center, Incorporated, from his portion of Council's Discretionary Funds and this grant must be approved by Council since it will cause the grant total for this budget year to exceed a threshold amount; and

WHEREAS, Section 2-369 of the City Code requires grants awarded by City Council in the amount of \$5,000 or more to be approved by resolution of City Council; and

WHEREAS, the mission of the Christina Cultural Arts Center Inc. is "to make affordable arts, education, career training, exhibitions and live performances accessible to youth and adults in a welcoming learning environment.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON that authorization for City Council member Samuel L. Guy to award a grant of \$1,000 to Christina Cultural Arts Center, Incorporated, from his portion of Council's Discretionary Funds is approved.

Passed by City Council,

Attest: _____
City Clerk

SYNOPSIS: This Resolution provides authorization for City Council member Samuel L. Guy to award a grant of \$1,000 to Christina Cultural Arts Center, Incorporated, from his portion of Council's Discretionary Funds. As stated in Section 2-369 of the City Code, in order to provide such a grant, this resolution must be passed by City Council.

**AN ORDINANCE TO AMEND CHAPTER 34 OF THE CITY CODE REGARDING
THE INSPECTIONS OF RENTED OR LEASED DWELLINGS OR BUILDINGS FOR
RESIDENTIAL OCCUPANCY**

#4772

Sponsors:

Council
Members
Guy
Turner

WHEREAS, the City Code has long included provisions related to the mandatory inspection, by the Department of Licenses and Inspections, of rental dwellings and rental dwelling units; and

WHEREAS, the objective of these provisions is to take measures to protect and promote the health and safety of those residing in Wilmington, while also endeavoring to ensure that the City's housing stock remains strong.

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

SECTION 1. Chapter 34 of the City Code is hereby amended by deleting the stricken language and adding the underlined language as follows:

Sec. 34-45. – Inspections of ~~rented or leased~~ dwellings prior to lease or rental, or ~~buildings for residential occupancy, to include~~ installment sales; no warranty of condition.

(a) Inspection prior to lease or a rental dwelling ~~or building~~. Any person who leases or rents any dwelling or any dwelling unit, as defined in this Chapter, shall, prior to such leasing or renting:

(1) Cause the same to be inspected by the Commissioner of Licenses and Inspections, or his or her designee; and ~~every two years for each dwelling or building consisting of five or fewer units. An initial rental inspection shall be required for each such dwelling or building consistent with a rental inspection schedule set by the commissioner of licenses and inspections. The two-year period referenced in this subsection shall be calculated based upon the rental inspection schedule set by the commissioner of licenses and inspections. Inspections of dwellings or buildings required under this subsection may consist of a random sampling of units in the dwelling or building as determined by the commissioner of licenses and inspections or his designee. The purpose of all rental inspections shall be enforcement of the provisions of the City Code concerning life safety items which include, but are not limited to: smoke/carbon monoxide detectors, heating sources, hot water sources, electrical systems, sanitary disposal sources, water damage, roofs and means of egress and ingress;~~

- (2) Cause any violations of this Chapter, which may be cited as a result of such pre-rental inspection, to be corrected prior to permitting any tenant or lessee or any other person to occupy such dwelling or dwelling unit. Cause the same to be inspected by the commissioner of licenses and inspections, or his designee every five years for each dwelling or building consisting of six or more units. An initial rental inspection shall be required for each such dwelling or building consistent with a rental inspection schedule set by the commissioner of licenses and inspections. The five year period referenced in this subsection shall be calculated based upon the rental inspection schedule set by the commissioner of licenses and inspections. Inspections of dwellings or buildings required under this subsection may consist of a random sampling of units in the dwelling or building as determined by the commissioner of licenses and inspections or his designee. The purpose of all rental inspections shall be enforcement of the provisions of the City Code concerning life safety items which include, but are not limited to: smoke/carbon monoxide detectors, heating sources, hot water sources, electrical systems, sanitary disposal sources, water damage, roofs and means of egress and ingress.
- (3) With the exception of the initial rental inspection, a waiver of a subsequent rental inspection required under subsections (1) and (2) above may be granted by the commissioner of licenses and inspections if all the following conditions are present:
- a. The dwelling or building has no outstanding violations of the building, housing, sanitation, vegetation, animal, zoning or licensing provisions of the City Code at the time the waiver is requested;
 - b. The property owner and/or property manager has not been convicted of, or pled guilty or no contest to, or assessed a civil penalty for any violations of the building, housing, sanitation, vegetation, animal, zoning or licensing provisions of the City Code within the applicable two or five year period preceding the waiver request;
 - c. The dwelling or building has not been the subject of a notice declaring said dwelling or building to be unfit for human habitation by the department of licenses and inspections within the applicable two or five year period preceding the waiver request;
 - d. The property owner and, if applicable, the property manager, is properly registered and licensed by the department of licenses and inspections;
 - and e. The property owner and, if applicable, the property manager, are in good standing with regard to any city financial obligations.

A waiver must be requested by the owner of the property, or if applicable, the property manager, each time a rental inspection is required. A request for waiver must be in writing and on a form provided by the department of licenses and inspections.

- (4) If the dwelling unit is unoccupied at the time of the rental inspection, cause any

~~violations cited during the rental inspection to be corrected prior to permitting any tenant or lessee or any other persons to occupy such dwelling or dwelling unit. If the dwelling unit is occupied at the time of the rental inspection, cause any violations cited during the rental inspection to be corrected within the time period designated by the commissioner of the department of licenses and inspections or his designee, and cause the dwelling unit to be re-inspected upon correction of the violation(s).~~

The provisions of this section shall apply to the lease or rental of any dwelling or dwelling unit whether it is to be leased to the current tenant or to a new tenant and whether the same is to be done by the current owner or a new owner. In any instance in which a tenant remains in possession during a change in ownership by sale, exchange or any other transfer, the pre-rental inspection requirements of this Chapter shall be applicable and shall be given full force and effect, and any violations cited shall be corrected within a reasonable period of time as shall be determined at the sole discretion of the Commissioner of Licenses and Inspections.

- (b) Transitional provisions. The provisions of this section shall apply to all leases or rentals, whether such leasing or rental is a new lease or rental or the renewal of an existing lease or rental.
- (c) *Installment sales.* Whenever any person sells any dwelling, dwelling unit, hotel, building or rooming house in the city wherein there is a retention of title by the seller and a deferred installment payment plan is set forth in the contract or lease agreement, the seller shall comply with the inspection requirements of subsection (a) of this section and the provisions of section 34-43 shall not be applicable to any such seller of property who or which is subject to the provisions of this subsection.
- (d) *Disclaimer of warranty of condition.* Nothing contained in this section shall be construed as any manner of warranty or guarantee by the city or by its agent, the Department of Licenses and Inspections, that any particular property at any particular time fully complies with the provisions of this chapter and all rules and regulations adopted pursuant thereto or that any violations of this chapter and the rules and regulations adopted pursuant thereto cited by the Department of Licenses and Inspections are necessarily the only violations existing in or upon a particular property at any particular time or that corrections of violations of this Chapter and any rules and regulations adopted pursuant thereto which have been cited by the Department of Licenses and Inspections are necessarily full and complete corrections such that no other violations exist in or upon any particular property at any particular time.
- (e) *Fee.*
 - (1) Any person who leases or rents any dwelling or any dwelling unit in willful violation of this section shall pay \$25.00 for any inspection or re-inspection

required under this Section, in addition to any other penalty provided for such violation.

- (2) If more than one re-inspection is necessary to determine compliance with any violation cited during the initial rental inspection, an additional fee in the amount of \$25.00 will be assessed for each re-inspection, commencing with a second re-inspection. Said re-inspection fee may be waived for good cause shown at the discretion of the code enforcement officer.

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

First Reading..... February 6, 2020
Second Reading.... February 6, 2020
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of ____, 2020

Mayor

SYNOPSIS: This Ordinance amends Section 34-45 of the City Code to require inspections of dwellings and dwelling units by the Department of Licenses and Inspections prior to the lease or rental of any such unit. This Ordinance also imposes a \$25 fee for any inspection required when there has been a willful violation of this Section.

FISCAL IMPACT: Currently, Section 34-45 requires any dwelling or dwelling unit in a dwelling or building consisting of five or fewer units to be inspected every two years, and every dwelling or dwelling unit in a building with six or more units to be inspected every five years. This Ordinance requires pre-rental inspections of all dwellings and dwelling units prior to the lease, rental, or renewal of an existing lease agreement of such unit. The projected fiscal impact of this Ordinance, determined based on an estimated 15,000 rental units with a vacancy rate of 25%, is an annual cost of \$541,000.

W0109436