KENT COUNTY LEVY COURT
Dover, DE 19901 (302) 744-2300
www.kentcountyde.gov

Kent County Levy Court Workshop
Meeting Notice and Agenda
555 Bay Road , Dover, DE 19901
Caucus - Room 230
Tuesday, June 2, 2026

*May need to recess to have a Business Meeting at 7PM. Discussion on remaining Workshop Items will continue after the Business Meeting.

6:00 PM, WORKSHOP

Location: Caucus Room
The public is welcome to attend in person, via WebEx, or by phone.
to join via WebEx go to: https://kentcountyde.webex.com/kentcountyde/j.php?MTID=mb5be1b37cbbf8809edf94daf921c9a4b
or by phone: 1-408-418-9388; Meeting number (access code): 2342 429 6539; Meeting password: #

CALL TO ORDER

DETERMINATION OF QUORUM

WORKSHOP ITEMS:
1. LC26-06 Data Centers
2. Twin Maples MHP Septic Elimination Project - Professional Services Contract Approval
3. Lease Agreement – Delaware State Police Office Space at 911 Public Safety Boulevard
4. America 250 Business Meeting (June 23, 2026) Overview

PUBLIC COMMENTS

COMMISSIONERS' COMMENTS

EXECUTIVE SESSION, if needed
Immediately following the Workshop,
Caucus Room
For preliminary discussion on site acquisition for a publicly funded capital improvement; legal strategy session regarding collective bargaining; pending or potential litigation; and personnel matters.
Pursuant to 29 Del.C. 10004(b)(2), (4), & (9)

ADJOURN

Posting Info:

Posted: 5/26/26
Revised:
Posted by: L. Tanaka
Time: 5PM
Take down: Upon Replacement or on 6/3/26

29 Del.C. §10004(e)(2). The Agenda items as listed may not be considered in sequence. This Agenda is subject to change to include additional items including Executive Sessions or the deletion of items including Executive Sessions, which arise at the time of the meeting.

AGENDA ITEM NO. 1.

Item Cover Page

LEVY COURT WORKSHOP AGENDA ITEM REPORT

DATE: June 2, 2026

SUBMITTED BY: Sarah Keifer, Planning Services

ITEM TYPE: Ordinance

AGENDA SECTION: WORKSHOP ITEMS:

SUBJECT: LC26-06 Data Centers

ATTACHMENTS:
LC26-06 Data Centers LC Workshop.doc
LC26-06 Data Centers.docx

MEMORANDUM

KENT COUNTY DEPARTMENT OF
PLANNING SERVICES
555 BAY ROAD
DOVER, DELAWARE 19901

TO: Levy Court Commissioners

CC: Kevin Sipple, County Administrator

FROM: Sarah E. Keifer, Director, Department of Planning Services

DATE: April 27, 2026

SUBJECT: LC26-06 Data Centers

Attached, please find draft ordinance LC26-06 Data Centers drafted following Levy Court's December 9, 2025 workshop. In short, the ordinance:

1. Creates definitions of data center and data center accessory uses.
2. Explicitly excludes separate power generation with the exception of solar.
3. Establishes data centers as a permitted use with conditions in the IL (Limited Industrial) and IG (General Industrial) zoning districts.
4. Establishes a 300 foot setback for data centers and 400 foot setback for accessory equipment including generators.
5. Requires the same planted buffer as is required for solar and wind facilities.
6. Limits noise to 55 dB(A) at the property line of the data center site.
7. Requires pre and post construction noise studies.
8. Limits hours for generator testing.
9. Requires all outside lighting to be shielded and downward directed.
10. Confirmation from applicable utilities of the ability to serve the use.
11. Includes the same decommissioning requirements as solar facilities.

This item is scheduled for workshop on June 2, 2026. Please feel free to contact me with any questions in advance of the meeting.

Thank you.

INTRODUCED BY: Jeffrey Hall
DATE INTRODUCED:
PUBLIC HEARING DATE:
PUBLIC HEARING TIME: 7:00 p.m.
ADOPTION DATE: _____
EFFECTIVE DATE: Upon Adoption

Ordinance LC26-06
Data Centers

An Ordinance to amend Kent County Code, Vol. II, Chapter 205, Zoning, as amended by revising Article V – Permitted Uses, §205-53, Permitted use table and §205-59 Industrial uses and Article VI Conditions of Approval, §205-72 Industrial uses to add Data Center as a permitted use with conditions in the IL (Limited Industrial) and IG (General Industrial) zoning districts, define the use, and establish conditions for the use.

THE LEVY COURT OF KENT COUNTY, DELAWARE, HEREBY ORDAINS:

Section 1. That the Kent County Code, Vol. II, Chapter 205, Zoning, Article V – Permitted Uses, §205-53, Permitted use table is hereby amended by adding the following underlined language in alphabetical order:

§ 205-53. Permitted use table.

B. Permitted use table.

Uses	AC	AR	RS1	RS5	RM	RMH	BN	BG	OC	IL	IG
Industrial Uses											
Data Center										PC	PC

Section 2. That the Kent County Code, Vol. II, Chapter 205, Zoning, Article V – Permitted Uses, §205-59, Industrial Uses is hereby amended by adding the following underlined language in alphabetical order:

Data Center

A building or buildings which are occupied primarily by computers and/or telecommunications and related equipment where digital information is processed, transferred and/or stored, primarily to and from offsite locations. This use does not include computers or telecommunications related equipment that is secondary and customarily incidental to an otherwise

permitted use on the property, such as servers associated with an office building. A data center may include data center accessory uses (NAICS 518210)

DATA CENTER ACCESSORY USE

Ancillary uses or structures secondary and incidental to a data center use, including but not limited to: administrative, logistical, fiber optic, storage, and security buildings or structures; sources of electrical power such as generators used to provide temporary power when the main source of power is interrupted; electrical substations used to distribute or transform electricity; utility lines; domestic and non-contact cooling water and wastewater treatment facilities; water holding facilities; pump stations; water towers; environmental controls (air conditioning or cooling towers, fire suppression, and related equipment); security features, provided such data center accessory uses/structures are located on the same tract or assemblage of adjacent parcels developed as a unified development with a data center. With the exception of rooftop solar installations, energy generation systems intended to supply power to the data center during normal operations shall not be considered an accessory use and shall require separate conditional use approval under the applicable provisions of this Chapter.

Section 3. That the Kent County Code, Vol. II, Chapter 205, Zoning, Article VI Conditions of Approval, §205-72 Industrial uses is hereby amended by adding the following underlined language in alphabetical order:

H. Data Center

1. Setbacks. The setbacks for the zoning district shall apply except:
    a. All buildings shall be located a minimum of 300 feet from a residential zoning district.
    b. All accessory equipment, including but not limited to generators, chillers, cooling towers, HVAC, and switchgear, shall be located a minimum of 400 feet from a residential zoning district and located behind the principal structure and fully screened. The setback may be reduced to 300 feet if the accessory equipment is located within a building which includes sound attenuation designed to reduce noise emissions to comply with Item 3 below.

2. Landscape Buffer
    a. Along public roads and residential zoning districts, the site shall be planted to achieve a minimum six-foot-high four-season visual barrier in accordance with the following guidelines:

i. Include a variety of native evergreen trees. Existing native vegetation may be used to achieve the required planted buffer.
ii. A minimum of two rows shall be installed and trees shall be planted in staggered rows. Plantings shall be placed at maximum 20 feet apart within the same row and 10 feet apart from the adjacent, staggered row.
iii. Include ground cover to minimize growth of invasive species or provide a mowing schedule until the area is fully established in a natural condition.
iv. The buffer shall be maintained to prevent disease from spreading and any trees that do not survive shall be replaced.
v. A raised berm with a 1:4 side slope and flat top may be used to achieve minimum height at planting.
vi. The required buffer may be counted toward planting requirements included in Chapter 187, Subdivision and Land Development.

3. Noise Allowances
   a. The site shall be designed to minimize noise impact on neighboring residential properties and shall not exceed 55 dB(A) at the property line of the data center site.
   b. A noise study shall be completed by a licensed Delaware Professional Engineer documenting existing conditions at the time of plan application and a post construction study demonstrating compliance shall be provided to the Planning Department within 60 days after issuance of the Certificate of Occupancy.
   c. Generator testing may be conducted only between 10:00 a.m. until 4:00 p.m. Monday through Friday unless testing at a time outside of this range is required by the Department of Natural Resources and Environmental Control.
   d. Compliance shall be based on the cumulative sound level of all equipment operating simultaneously.
   e. For Data Centers on property adjacent to property with existing residential development or a zoning district permitting residential uses, mechanical equipment, whether on a roof top, on the ground level, or elsewhere on the exterior of the property, must be screened on all four sides by an acoustical barrier. For purposes of this section, acoustical barrier is defined as an exterior solid or louvered wall containing sound-proofing materials designed to absorb noise and protect neighboring properties from noise pollution.

f. All generators shall comply with applicable federal and state air quality requirements and obtain all permits required by DNREC.

4. Lighting. All site lighting shall be downward directed and fully shielded such that no lumens cross property lines.

5. Utilities
As part of the preliminary plan application, the owner or operator shall provide:

   a. Written confirmation from the applicable electric utility that:
      i. Service is available with existing infrastructure or contingent upon upgrades
      ii. Whether upgrades are on-site only, off-site, utility-owned or customer-owned.
   b. Written confirmation from the applicable water utility that:
      i. Adequate capacity exists to serve the use
      ii. Any constraints, conditions, or required improvements
      iii. Whether the cooling method assumptions align with available supply.
   c. Applicants shall identify the proposed cooling method as part of the preliminary plan submission. Open-loop or once-through cooling systems shall be prohibited unless reclaimed water is utilized or unless specifically approved as part of the conditional use based on demonstrated minimal impact.

6. Abandonment, Decommissioning, and Financial Assurance
   a. Abandonment
   A data center that ceases operations for a continuous period of one (1) year or more shall be presumed to have been abandoned. For purposes of this section, cessation of operation may include, but is not limited to, discontinuation of data processing activities, disconnection from utility electric service or fiber service, or failure to maintain required permits or approvals.

   The owner or operator may request a good-cause exemption from a finding of abandonment. Such exemption shall not be unreasonably withheld, provided that all real estate taxes associated with the property are current and in good standing.

Any data center determined to have been abandoned without obtaining a good-cause exemption shall be decommissioned and removed within one hundred eighty (180) days of such determination.

b. Decommissioning
Decommissioning shall consist of the following:

i. Physical removal of all data center buildings and structures that cannot be safely and feasibly reused, equipment, including but not limited to, servers, mechanical and electrical equipment, generators, substations, fuel storage systems, cooling systems, security barriers, and associated utility connections.
ii. Recycling, reuse, or disposal of all solid and hazardous waste in accordance with applicable local, state, and federal regulations.
iii. Stabilization or revegetation of the site as necessary to minimize erosion and ensure site safety. The Planning Director is authorized to allow the owner or operator to leave landscaping or designated below-grade foundations in place where such action minimizes erosion, avoids unnecessary disturbance, and does not pose a safety or environmental hazard.

c. Decommissioning Plan

i. A decommissioning plan outlining the anticipated means and costs of removing the facility shall be submitted with the application for approval.
ii. The decommissioning plan shall ensure that the owner or operator properly removes all buildings, equipment, and infrastructure upon the end of the facility's operational life or upon abandonment. The plan shall include provisions for the removal of all structures and foundations, removal of electrical and utility components, and restoration or stabilization of soil and vegetation.
iii. The owner or operator shall provide a present-day decommissioning cost estimate and identify parties responsible for decommissioning. The County shall engage a qualified third party to review and confirm the cost estimate, and the expense of such review shall be paid by the owner or operator.

d. Financial Assurance

i. The owner or operator shall provide a bond, surety, letter of credit, or other financial assurance in a form and amount acceptable to the Department to secure payment of one hundred percent (100%) of the anticipated cost of decommissioning and site restoration.
ii. The financial assurance shall remain in full force and effect for as long as the data center facility remains in place. The amount of the financial assurance shall be reviewed and, if necessary, updated every five (5) years to ensure it reflects current market conditions and decommissioning costs.

7. Letters of No Objection
Prior to final plan approval the following letters of no objection shall be provided to the Department:
   a. Kent County Department of Public Works
   b. Delaware Department of Transportation
   c. Delaware Department of Natural Resources and Environmental Control
   d. Delaware State Fire Marshal's Office
   e. Kent Conservation District
   f. Applicable Electrical Utility
   g. Applicable Water Utility
   h. Any other agency having jurisdiction.

Section 4. Severability.

The provisions of this Ordinance are severable and if any of its provisions or any sentence, clause, or paragraph or the application thereof to any person or circumstance shall be held unconstitutional or violative of the Laws of the State of Delaware by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions which can be given effect without the invalid provision or application.

Section 5. Effective Date.

This Ordinance shall be effective upon the date of adoption.

ADOPTED BY THE LEVY COURT OF KENT COUNTY, DELAWARE

_____
President, Kent County Levy Court

This _____ day of _____, 20__

ATTEST: _____
Clerk of the Peace

Synopsis: This ordinance adds Data Center as a permitted use with conditions in the IL (Limited Industrial) and IG (General Industrial) zoning districts, establishes definitions for data center and its accessory uses, and establishes conditions for the use.

AGENDA ITEM NO. 2.

Item Cover Page

LEVY COURT WORKSHOP AGENDA ITEM REPORT

DATE: June 2, 2026

SUBMITTED BY: Segundo Bautista, Public Works

ITEM TYPE: Contract

AGENDA SECTION:

WORKSHOP ITEMS:

SUBJECT: Twin Maples MHP Septic Elimination Project - Professional Services Contract Approval

ATTACHMENTS:
LC Memo- 052726.pdf

Kent County
Department of Public Works

MEMORANDUM

DATE: June 2, 2026

TO: Levy Court Commissioners

VIA: Kevin Sipple, County Administrator

FROM: Sam Bautista, P.E., Public Works Director

RE: Twin Maples MHP Septic Elimination Project – Professional Services Contract Approval

Levy Court approved the award of the engineering services for septic elimination engineering services to Davis, Bowen and Friedel Inc. (DBF). DBF Inc has provided a proposal and services agreement to perform the engineering services necessary for submitting funding applications, design, permitting, bidding and construction phase services. The Department of Public Works has reviewed their proposal and agreement and found it acceptable. The Department recommends approving the contract for engineering services in an amount not to exceed $230,000.00.

Therefore, the Department recommends the following motions:

1. **"Move to approve a contract for the Twin Maples MHP Septic Elimination Project engineering services to Davis Bowen & Friedel Inc. in an amount not to exceed $230,000.00. Funding will be through Sewer Fund operating revenues, DNREC funding and other specific project funds as budgeted or amended." AND**

2. **"Move to authorize the President of Levy Court to sign the contract subject to County Attorney concurrence;" AND**

3. **"Move to authorize the Director of Public Works to pursue funding from state and federal agencies and complete necessary funding applications."**

Reviewed and concurred:

Susan Durham, CPA, Finance Director

AGENDA ITEM NO. 3.

Item Cover Page

LEVY COURT WORKSHOP AGENDA ITEM REPORT

DATE: June 2, 2026

SUBMITTED BY: Kevin Sipple, Administration

ITEM TYPE: Agreement

AGENDA SECTION: WORKSHOP ITEMS:

SUBJECT: Lease Agreement – Delaware State Police Office Space at 911 Public Safety Boulevard

ATTACHMENTS:
Lease Agreement â€“ Delaware State Police Office Space at 911 Public Safety Boulevard 2026.docx
Lease_DSHS-DSP_911 Public Safety Blvd Dover 2026.docx

MEMORANDUM

TO: Levy Court Commissioners
FROM: Kevin R. Sipple, County Administrator
SUBJECT: Lease Agreement – Delaware State Police Office Space at 911 Public Safety Boulevard
DATE: May 24, 2026

Administration is requesting approval of a proposed lease agreement between Kent County Levy Court and the State of Delaware, Office of Management and Budget, acting on behalf of the Department of Safety and Homeland Security / Delaware State Police, for office space located at 911 Public Safety Boulevard, Dover, Delaware.

The agreement provides for approximately 3,570 square feet of dedicated office and shared use space within the Kent County Emergency Services Building for an initial ten-year term beginning June 1, 2026, and expiring May 31, 2036. The annual lease amount is $47,500.00.

Kent County has been operating without a formal lease agreement for this space since 2022. Over the past year, County Administration and staff have worked extensively with the Office of Management and Budget (OMB), Delaware State Police, and legal counsel to finalize an agreement that protects the interests of both parties and clearly defines operational responsibilities moving forward.

The lease has been reviewed by legal counsel and updated to include the final revisions requested by both parties, including updated notice provisions and the corrected Exhibit G floor plan attachment.

Recommended Motion:

“I move to approve the lease agreement between Kent County Levy Court and the State of Delaware, Office of Management and Budget, acting on behalf of the Department of Safety and Homeland Security/Delaware State Police as presented and authorize the Levy Court President to execute all necessary documents associated with the agreement.”

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET
LEASE FOR REAL PROPERTY

THIS LEASE made this __ day of _____ 2026, by and between the State of Delaware Office of Management and Budget, Division of Facilities Management, acting on behalf of the Department of Safety and Homeland Security, Delaware State Police, an agency of the State of Delaware (collectively, "Tenant"), and Kent County Levy Court, ("Landlord"). Tenant and Landlord are collectively the "Parties" and, individually, a "Party."

WITNESSETH, that for and in consideration of the rents hereinafter reserved and the respective covenants to be kept and performed by and on the part of Landlord and Tenant, Landlord has rented and leased and by these presents does rent and lease to Tenant, its successors, and assigns:

ALL THOSE CERTAIN PREMISES located at Kent County Emergency Services Building, 911 Public Safety Boulevard, Dover, DE 19901, comprising 3,570 square feet of dedicated office space and shared use area, including adequate parking spaces ("Premises"). See Exhibit G, attached to and incorporated herein.

TERM: Said Lease shall exist for a term of ten (10) years (the "Initial Term"). Lease shall commence approximately June 1, 2026, ("Lease Commencement") and shall expire on May 31, 2036 ("Lease Expiration"). Rent shall commence on Lease Commencement ("Rent Commencement").

(1) HOLDING OVER
If Tenant shall fail to vacate the Premises upon expiration, Tenant shall be a month-to-month tenant and subject to all laws of the State of Delaware applicable to such tenancy. Tenant's rent during such continued occupancy shall be the same as the rent to be paid on the first day of the Renewal Term and shall increase in accordance with the provisions of Section 8 related to the Renewal Term.

(2) TENANT'S OPTION TO RENEW: Provided that Tenant is not in default of the terms of this Lease, Tenan shall have one (1) option to renew this lease (the "Lease Renewal Option") for an additional ten (10) years (the "Renewal Term". To exercise the Lease Renewal Option, Tenant shall provide sixty (60) days written notice prior to Lease Expiration to Landlord. The Renewal Term shall commence on Lease Expiration.

(3) LANDLORD'S NOTICE OF TERMINATION: Landlord may terminate this Lease upon 365-days' notice to Tenant.

(4) OPTION TO EXPAND PREMISES: In the event Tenant decides to consolidate all Delaware 911 Services at any time during the lease term, and desires to do so at the leased premises, Tenant shall have the option to enlarge the premises to accommodate Tenant's need for additional space. If Tenant exercises this option, the term will be extended to July 31, 2045 (the "Automatic Renewal Term"), rent will increase as per paragraph (8), and consistent with the terms set forth in Paragraph (22).

(5) POSSESSION OF PREMISES: DELAYED DELIVERY

Tenant herein confirms as of the date of signing, Tenant is in possession of and fully occupies the Premises and Landlord has met it's obligation to deliver possession.

(6) ACCEPTANCE OF PREMISES

The Parties herein agree that Tenant took possession of the Premises under the terms of this Lease on August 1, 2025 and that Tenant had a right to provide to Landlord a written list of any and all latent defects and deficiencies within thirty (30) calendar days after Tenant's first day of occupancy. Tenant's failure to provide a written list shall be a rebuttable presumption that the Premises is in satisfactory condition and acceptable. Nothing in this Section shall be construed as Tenant's waiver of any remedies, in law or in equity, which Tenant may have for latent defects and deficiencies that could not be reasonably discovered during the thirty (30) calendar days after Tenant's first day of occupancy however, any defects or deficiencies found following the date of signing this document shall be address as per the procedure found in Section 10 *infra*.

(7) SUBSTITUTE PREMISES

At any time during the term of this Lease, Landlord shall have the right to request in writing that Tenant move to a different premises ("Substitute Premises") located in the same building as the Premises. The Substitute Premises shall contain the same approximate square footage as the Premises. Tenant shall have thirty (30) days from the date of receipt of Landlord's written request to send Landlord a written acceptance or rejection of the Substitute Premises. If accepted, Landlord shall be solely responsible for any and all costs and expenses incurred to remodel the Substitute Premises to be, as nearly as possible, similar in layout and finish to the Premises. Upon Landlord's completion of remodeling and delivery of possession, Tenant shall vacate the Premises and relocate to the Substitute Premises. Except for the change in designation of the Premises, all provisions of this Lease, including rental due, shall remain the same. Landlord shall pay any and all costs and expenses associated with Tenant's relocating itself to the Substitute Premises.

(8) RENT

The rent to be paid for the above-described Premises is $47,500.00 per year. This is equal to approximately $13.30 per square foot.

All monies payable by Tenant to Landlord under this Lease shall be deemed to be rent and shall be payable and recoverable as rent in the manner herein provided. Rent shall be paid to Landlord in advance, in one of two ways as preferred by the Tenant: (i) one lump sum payment due August 1, 2025 and on the 1st of August each subsequent year, or (ii) in twelve (12) equal installments of Three Thousand Nine Hundred Fifty-eight Dollars and Thirty-three cents ($3958.33) due on the first day of each calendar month, during the entire Initial Term of this Lease, without deduction or set-off, except as otherwise provided herein, at the address of Landlord as set forth, or to such other person or entity or to such other address as Landlord may designate in writing. An election to pay in full one year shall not preclude the Tenant from making monthly installments the following year, provided that Tenant shall notify Landlord in writing of its' intent to pay monthly by June 1st of any year which Tenant is converting from full payment to monthly payments for the upcoming year commencing on August 1. Should this Lease commence on a day other than the first day of the month or terminate on a day other than the last day of the month, the rent for such partial month shall be pro-rated based on a 365-day year.

If Tenant exercises its Lease Renewal Option or elects to consolidate at any time thereby triggering the Automatic Renewal Term, beginning August 1, 2035 rent shall be adjusted annually at the rate of 3% per annum as reflected in the table below:

Lease Year	Previous Year Annual Total Rent	Amount of Increase	New Annual Amount	Price per Square Foot
1-10	$47,500	0	$47,500	$13.30
11	$47,500	$1,425	$48,925	$13.70
12	$48,925	$1,467	$50,392	$14.11
13	$50,392	$1,511	$51,903	$14.53
14	$51,903	$1,557	$53,460	$14.97
15	$53,460	$1,603	$55,063	$15.42
16	$55,063	$1,651	$56,714	$15.88
17	$56,714	$1,701	$58,415	$16.36

18	$58,415	$1,752	$60,167	$16.85
19	$60,167	$1,805	$61,972	$17.35
20	$61,972	$1,859	$63,831	$17.88

The above Table is subject to change in accordance with the provisions of Section 22S *infra* "Expansion of Premises" to reflect an increase in square footage. In the event that Tenant desires to lease additional square footage at any time, the Parties agree that such additional rent shall be calculated by multiplying the additional square footage for each year that the additional square footage is leased, by the price per square foot for that year and adding the calculated additional cost to the yearly base rent.

(9) SERVICES

Landlord and Tenant hereby agree that each Party shall be solely responsible for the costs and expenses for performance of building services hereto as follows, and in accordance with the Exhibits attached hereto and made a part hereof:

A.	Utilities	
	- Electricity	Landlord
	- Gas	Landlord
	- Water and Sewer	Landlord
	- Telephone	Landlord
B.	Janitorial Service	Landlord
C.	Repair and maintenance of heating, air conditioning, plumbing, electrical and lighting systems (Exhibit C)	Landlord
D.	Exterior, structural, grounds, parking area repair and Maintenance, including ice and snow removal	Landlord
E.	Ordinary repair and maintenance to the interior (Exhibit E)	Landlord
F.	Ordinary repair and maintenance to the exterior	Landlord
G.	Taxes and Insurance	Landlord

(10) TENANT'S RIGHT TO MAINTAIN OR REPAIR

If Tenant first informs Landlord in writing of the needed repairs for which Landlord is responsible under the terms of this Lease, Landlord shall have 30 days from receipt of Tenant's written notice to complete such needed repairs. If Landlord fails to complete such needed repairs within 30 days, Tenant shall be authorized to expend reasonable costs and expenses incurred in repairing the Premises, excluding only Tenant-owned contents within the Premises, so that the operation of Tenant's function may continue unimpaired. All costs and expenses incurred by Tenant under this provision shall thereafter be forwarded to Landlord for payment and, if payment is not forthcoming in a timely manner, Tenant shall pay the same but may abate such amount from future rental payments.

(11) MAINTENANCE BY LANDLORD

Landlord shall repair, replace, and maintain the external and structural parts of the building which do not comprise a part of the Premises, janitor and equipment closets, and shafts within the Premises designated by Landlord for use by it in connection with the operation and maintenance of the building. Landlord shall perform such repairs, replacements, and maintenance with reasonable dispatch, in a good and workmanlike manner. If Landlord fails to perform in accordance with this section, Tenant shall have the right to set off rent.

Tenant shall have the right to perform air quality tests at any time during the term of this Lease, at Tenant's sole cost and expense. Should the results of any air quality test determine that there are air quality issues within the Premises, Landlord shall bear the cost and expense of such tests and Landlord shall have a period of ninety (90) days to cure such air quality issues. Should Landlord not correct air quality issues in the ninety (90) day period, Tenant shall have the right to terminate this Lease. In order to exercise this right to terminate, Tenant shall provide Landlord with 30 (thirty) days advanced written notice and shall vacate the Premises within a 90 (ninety) day period. Tenant shall remain obligated for all monetary and non-monetary duties and obligations under this Lease up to and including the date Tenant vacates the Premises, if that date is after the 30 (thirty) days advanced written notice.

(12) LANDLORD'S RIGHT OF ENTRY

Landlord, its agents, or employees shall have the right to enter the Premises during business hours to make inspections, alterations, or repairs to the building or the Premises, after providing Tenant with forty-eight (48) hours' notice, exclusive of weekends and Holidays. In event of emergency, Landlord, its agents, or employees shall have the right to enter the Premises at any time and may perform any acts necessary to ensure the safety, protection, preservation, or improvement of the building or the Premises. Except for repair of casualty damage, Tenant shall not be entitled to any abatement or reduction of rent because of Landlord's work performed within the building or the Premises.

(13) QUIET ENJOYMENT

Landlord agrees that, subject to terms, covenants and conditions of this Lease, Tenant may, upon observing and complying with all terms, covenants, and conditions of this Lease, peaceably and quietly occupy the Premises.

(14) ASSIGNMENT; SUBLET

Tenant shall not assign or mortgage this Lease, or sublet all or any portion of the Premises, without Landlord's prior written consent, which consent shall not be unreasonably withheld. No assignment, mortgaging, or subletting, if consented to by Landlord's prior written consent, shall relieve Tenant of its obligation to pay rent under this Lease. Consent by Landlord shall not operate as a waiver of the necessity for consent to any subsequent assignment, mortgaging, or subletting, and the terms of such consent

shall be binding upon the assignee, mortgagee, or subtenant. Any transfer of this Lease by merger, consolidation or liquidation or any change in ownership shall constitute an assignment, whether the result of a single or series of transactions.

(15) ZONING

Landlord warrants that the Premises is in compliance with all applicable laws, codes, regulations, ordinances, rules, restrictions, easements of record, and administrative and court orders and directives of governmental authorities having jurisdiction thereof. If at any time during the term of this Lease, the Premises is not in compliance with the above, and such noncompliance deprives Tenant of a substantial part of the benefit of its bargain, Tenant shall have the right to notify Landlord, in writing, of Tenant's electing to vacate the Premises and to terminate this Lease. Such written notice shall be given no later than thirty (30) days prior to termination. If Tenant elects not to vacate, but to remain in and continue occupying the Premises, Landlord shall promptly, and at its own cost and expense, correct such noncompliance within ninety (90) days of the date of receipt of Tenant's written thirty (30) days' notice. In the event that Tenant elects to remain in and continue occupying the Premises, the rents due under this Lease shall be abated, and Tenant shall be liable only for the value of that portion of the Premises which is in compliance as stated above in this Section 13 and in which Tenant remains and continues its occupancy. If Landlord does not correct such noncompliance within ninety (90) days as stated in this Section 13, Tenant may vacate the Premises and notify Landlord, in writing, of its election to vacate within seven (7) days of sending such written notice. In such instance, this Lease shall terminate as of the date Landlord received such written notice. It is understood and agreed that the Premises shall be used solely for general office use and for no other purpose and that any and all of Landlord's improvements, fit-out, or alterations of the Premises shall be in compliance with all applicable laws, codes, regulations, ordinances, rules, restrictions, easements of record, and administrative and court orders and directives of governmental authorities having jurisdiction thereof.

(16) SURRENDER AT EXPIRATION

Upon expiration or other termination of this Lease, Tenant shall immediately surrender possession of the Premises to Landlord in substantially the condition in which Tenant is required to maintain the Premises, except for reasonable wear and tear and damage by fire or casualty. All keys which Tenant has been furnished for any locks within and to the building and the Premises shall be delivered to Landlord and, on the date of delivery to Landlord of Tenant's keys, all right, title, and interest of Tenant in the Premises shall cease. All property remaining in the Premises following surrender shall be considered to have been abandoned by Tenant, and Landlord may dispose of it in any manner Landlord wishes.

(17) ALTERATIONS

Tenant shall not make any structural alterations to the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld. Tenant shall not be required to obtain Landlord's consent with regard to alterations necessary for the installation of telephone or teletype equipment, ordinary business machines, shelving, or demountable office partitions furnished by Tenant. Nothing contained herein, however, shall preclude Landlord from stipulating in writing where such machines or apparatus shall be installed due to considerations of weight load, noise vibrations, or other engineering difficulties. All trade fixtures and apparatus installed on or in the Premises shall remain the property of Tenant and at the option of Tenant shall be removable before the expiration of the term herein provided, or any extension hereof; provided, however, that Tenant shall restore the Premises to the condition in which it was before the installation of such trade fixtures and apparatus, reasonable wear and tear excepted. Any changes, upgrades or improvements to machines or equipment used by Tenant must be mutually agreed upon by both Parties. The Parties expressly agree that Tenant shall have no duty or obligation to incur any costs or expenses necessary to bring the Premises into compliance with any changes in Federal, State, or local laws or regulations.

(18) INSURANCE: DAMAGE OR DESTRUCTION

Tenant shall comply with all laws, rules, orders, directions, and requirements and recommendations of the local board of fire underwriters and the fire insurance rating organizations having jurisdiction over the area in which the Premises is situated, or other bodies or agencies now or hereafter exercising similar functions in the area in which the Premises is situated, in any way pertaining to the Premises or the use and occupancy thereof.

The Parties expressly acknowledge that Tenant, as an agency of the State of Delaware, is self-insured only as to State-owned property within the Premises and that the State of Delaware, including Tenant, is sovereignly immune from liability claims. Landlord covenants and agrees to maintain liability insurance and insurance covering the building and the Premises against loss from damage or fire and the perils specified in the standard extended coverage endorsement; and Landlord hereby expressly releases and discharges Tenant, its agents, visitors, servants, or employees in case of damage or destruction by fire or such perils; it being the Parties' agreement that Landlord shall look only to its insurance carrier for payment of such loss.

If the Premises shall be rendered unusable in whole or in part by fire, the elements, unavoidable accident, environmental contamination (including without limitation toxic mold or detriments to water or air quality), or other casualty, such that there is a material adverse impact on Tenant's business operations (and without limiting any other applicable right of Tenant relating thereto), Tenant may immediately vacate the Premises and notify Landlord, in writing, of its electing to vacate within seven (7) days of vacating. In such instance, this Lease shall terminate as of the date Landlord received such notice.

If Tenant elects not to vacate, but to remain and continue occupying Premises, Landlord shall promptly, and at its sole cost and expense, cause such damage to be repaired. Such repairs shall be completed within ninety (90) days of the date of such casualty. In the event that Tenant elects to remain in and continue occupying the Premises, the rents due under this Lease shall be abated, and Tenant shall be liable only for the value of that portion of the Premises in which Tenant remains and continues its occupancy.

(19) INDEMNIFICATION

In addition to the Parties' express acknowledgement that Tenant is self-insured only as to State-owned property within the Premises and is sovereignly immune from all other liability claims, Landlord covenants to indemnify and save Tenant harmless (to the extent not reimbursed by insurance required by this Lease to be furnished by Landlord) from any and all claims for liability of any nature whatsoever arising from any use, occupancy, construction, repairs, or other work or activity done by Landlord in, on, or about the Premises during the term, from any condition of the Premises or anything thereon or therein during the term caused by Landlord, or from any occurrence whatever in, on, or about the Premises during the term caused by Landlord, including all Tenant's reasonable costs, expenses, and counsel fees in connection with any such claim.

If a claim for liabilities is to be made by Tenant as the Party entitled to indemnification hereunder against Landlord as the indemnifying Party, Tenant shall give written notice to Landlord as soon as practical, but in no event later than thirty (30) days after Tenant becomes aware of any fact, condition, or event which may give rise to liabilities for which indemnification may be sought under this Section 17. If any lawsuit or enforcement action is filed against Tenant as the Party entitled to the benefit of indemnity hereunder, written notice hereof shall be given to Landlord as the indemnifying Party as promptly as practicable (and in any event within thirty (30) days after the service of the citation or summons). After such notice, if Landlord shall acknowledge in writing to Tenant that Landlord shall be obligated under the terms of its indemnity hereunder in connection with such lawsuit or action, Landlord shall be entitled, if it so elects, to take control of the defense and investigation of such lawsuit or action and, with Tenant's written consent, which shall not be unreasonably withheld, to settle such a lawsuit or action, and to employ and engage attorneys of its own choice to handle and defend the same, at Landlord's sole cost, risk and expense, provided that Landlord and its counsel shall proceed with diligence and in good faith with respect thereto. Tenant shall cooperate in all reasonable respects with Landlord and its attorneys in the investigation, trial, and defense of such lawsuit or action and any appeal arising therefrom; provided, however, that Tenant may, at its own cost, participate in the investigation, trial, and defense of such lawsuit or action and any appeal arising therefrom.

(20) CONDEMNATION

If the whole or any part of the Premises shall be taken under the power of condemnation or eminent domain, this Lease shall terminate as to the part so taken on the day when Tenant is required to yield possession thereof. Landlord shall make such repairs and alterations as may be necessary in order to restore the portion not taken to useful condition. Such repairs shall be completed within sixty (60) days of the date Tenant is required to yield possession. If Landlord fails to make such repairs and alterations after sixty (60) days of the date Tenant is required to yield possession of the Premises, Tenant may terminate this Lease without cost or penalty to Tenant. Pending the restoration by Landlord of the Premises, the rent due hereunder shall be reduced proportionately as to the part of the Premises rendered untenantable due to the restoration. If the amount of the Premises so taken is such as to substantially impair the usefulness of said Premises for the purpose for which the same are hereby leased, Tenant shall have the option to terminate this Lease (by written notice to Landlord) as of the date when Tenant is required to yield possession. The compensation awarded for such taking, both as to Landlord's reversionary interest and Tenant's interest under this Lease, shall belong to and be Landlord's property; provided, however, that Landlord shall not be entitled to any portion of the award made to Tenant for loss of business and for the cost and expenses of removal of its stock and fixtures.

(21) SIGNAGE

Tenant shall have the right to place or maintain any sign, billboard, placard, awning, lettering, decoration, and advertising matter of any kind, whether any or all of the foregoing are permanent or temporary, on the exterior of the Premises, only with the written consent of Landlord, which consent shall not be unreasonably withheld. Tenant shall have the right to place or maintain any sign, placard, lettering, decoration, advertising matter of any kind, whether permanent or temporary on the glass, windows, and doors of the Premises, without the consent of Landlord, unless Landlord has an established standard with which all occupants of the Premises must comply. Tenant's right to place or maintain such signs, placards, lettering, decoration, or advertising matter shall be limited by applicable ordinances. No political sign or notice shall be posted on the Premises by neither Tenant nor Landlord.

(22) EXPANSION OF PREMISES.

In the event that the Tenant exercises its' option to consolidate all Delaware 911 services to a central location and such expansion includes either (i) expansion of the square footage occupied by the Tenant in the Landlord's facility, or (ii) or construction of additional space or a new facility by the Landlord for the purpose of providing new or additional space for the benefit of the Tenant, or (iii) both, the Landlord shall have the option, but not the obligation, to increase the amount of rent to be paid, not to exceed $13.30 per square foot during the initial 10-year term (2025-2035). Regardless of whether Landlord exercises its' right to increase rent proportionally to additional square footage

during the Initial Term, Rent shall be increased for the Automatic Renewal Term period (years 2035-2045) in accordance with the provisions found in Section 8 *supra*.

(23) NOTICES

Any and all notices required by the provisions of this Lease shall be in writing and shall be mailed, certified or registered mail, return receipt requested. All notices shall be sent to the following addresses:

TO TENANT
Real Property Administrator
Division of Facilities Management
Office of Management and Budget
Haslet Armory
122 Martin Luther King Jr. Blvd.
Dover, DE 19901

With a copy:

TO TENANT
Delaware State Police
1441 N. DuPont Highway
Dover, DE 19901

TO LANDLORD
Kent County Levy Court
555 Bay Road
Dover, DE 19901
Attn: County Administrator

Notification of any change in address shall be made pursuant to the above provisions.

(24) WAIVER

Except as provided in Sections 16, 17, and 34 herein, no mention in this Lease of any specific right or remedy shall preclude either Party from exercising any other right or from having any other remedy or from maintaining any action to which it may be otherwise entitled either at law or in equity; and the failure of either Party to insist in any one or more instances upon a strict performance of any covenant of the other Party under this Lease or to exercise any option or right herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, right, or option, but the same shall remain in full force and effect unless the contrary is expressly waived in writing.

(25) MORTGAGE BY LANDLORD

Landlord shall have the right to transfer, assign, mortgage, or convey, in whole or in part, the Premises and any and all of its rights under this Lease, and nothing herein shall be construed as a restriction upon Landlord's so doing.

(26) SUBORDINATION

This Lease is subject and subordinated to all present and future mortgages, deeds of trust, and other encumbrances affecting the Premises. After written request from Landlord, Tenant agrees to execute an instrument which may be deemed necessary by Landlord to further effect the subordination of this Lease to any mortgage, deed of trust, or encumbrance subject to the terms of this Lease. Said instrument shall be subject to the terms of this Lease.

(27) ATTORNMENT

If the interest of Landlord is transferred to any person or entity by reason of foreclosure or other proceedings for enforcement of any mortgage, deed of trust, security interest, or by delivery of a deed in lieu of foreclosure or other proceedings, Tenant shall attorn to such person or entity. In event of such transfer, this Lease and Tenant's rights hereunder shall continue undisturbed so long as Tenant is not in default of this Lease.

(28) ENVIRONMENTALLY HAZARDOUS MATERIALS AND ACTIVITIES

Tenant agrees to refrain from and prohibit the use or possession on the Premises, and on the ground of which it is a part, of any environmentally hazardous materials and activities. Landlord shall hold Tenant harmless from any and all costs and expenses for removing any material from the Premises required by any local, State, or Federal agency to the extent that said materials and activities were placed at the Premises prior to Lease Commencement or placed at the Premises after Lease Commencement by Landlord or third parties.

(29) ACCESSIBILITY BY THE HANDICAPPED

Landlord covenants and agrees that, as of Lease Commencement, the Premises shall comply with the requirements of 29 Delaware Code Section 7308(c), the Rehabilitation Act of 1973, 29 U.S.C. Section 701 et seq., the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101 et seq., to ensure accessibility of the facility by disabled or handicapped persons. The cost and expenses of any and all renovations required to bring the facility into compliance shall be borne solely by Landlord.

(30) CONSENT NOT UNREASONABLY WITHHELD

Unless otherwise specifically provided, whenever consent or approval of Landlord or Tenant is required under the terms of this Lease, such consent or approval shall not be unreasonably withheld or delayed.

(31) SUCCESSORS

All covenants, agreements, terms, and conditions contained in this Lease shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors, and assigns.

(32) RELATIONSHIP OF PARTIES

Nothing contained in this Lease shall create any relationship between Landlord and Tenant other than that of Landlord and Tenant, and it is acknowledged and agreed that Landlord does not in any way or for any purpose become a partner of Tenant in the conduct of Tenant's business, or a joint venturer or a member of a joint or common enterprise with Tenant.

(33) ENTIRE AGREEMENT; CAPTIONS

Tenant acknowledges and agrees that it has not relied upon any statement, representation, agreement, or warranty, except such as may be expressly set forth in this Lease. Further, Landlord and Tenant agree that no amendment or modification of this Lease shall be valid or binding unless in writing executed by Landlord and Tenant. The section headings contained in this Lease are for convenience only and shall in no way be held or deemed to define, limit, describe, explain, modify, amplify, or add to the interpretation, construction, or meaning of any provision of or the scope or intent of this Lease nor in any way affect this Lease.

(34) SEVERABILITY

Each and every covenant and agreement contained in this Lease is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which is invalid or unenforceable, shall not be affected.

(35) GENDER

Words of any gender used in this Lease shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, unless the context otherwise requires.

(36) TERMINATION UPON FAILURE OF APPROPRIATION

In the event the Delaware General Assembly or the United States Congress shall fail to provide specific appropriations to Tenant to sustain this Lease or to satisfy any covenant of this Lease requiring the expenditure of money, Tenant may cancel this Lease at the commencement of the applicable fiscal year, or this Lease shall terminate as of the exhaustion of appropriated funds automatically, with no penalty whatsoever. Tenant shall notify Landlord of the above as soon as practical after the occurrence of non-appropriation or exhaustion of funds, but failure to provide such notification shall not affect the termination of this Lease as set out above. As used in this Section 34, the terms "appropriate, appropriated, or appropriation" shall mean the amount of money specified in the purchase order approved by the Secretary of Finance of the State of Delaware for this Lease. Upon termination under this Section 34, Tenant shall have no further liability to Landlord under this Lease, monetary or otherwise.

(37) FORCE MAJEURE

Force Majeure ; Applicability. Neither Landlord nor Tenant shall be held liable for non-performance under the terms and conditions of this Agreement due, but not limited to:

a. Acts of God; labor disturbances; accidents; failure of a governmental entity to issue a permit or approval required for performance when a Party has engaged any person or entity, including but not limited to any agent, employee, or contractor, and such Party's engaged person or entity has filed proper and timely application with the appropriate government entity; civil disorders; acts of aggression; changes in any law or regulation adopted or issued by a governmental entity after the date of this Lease; a court order, explosions, failure of utilities; material shortages;

b. Diseases, plagues, quarantine, epidemics, or pandemics;

c. Federal, state, or local work or travel restrictions to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics; or

d. Tenant's need to occupy, utilize or repurpose an active or prospective work area due to diseases, plagues, quarantine, epidemics, pandemics, work or travel restrictions, and the need to control, mitigate, or reduce transmission of diseases, plagues, epidemics or pandemics.

Each Party shall notify the other Party in writing of any situation that may prevent performance under the terms and conditions of this contract within 2 business days of the Party's knowledge of significant non-performance risk due to an event of force majeure. Any time limit provided herein for an action on either Party's part shall be automatically extended for the amount of any delay attributable to force majeure.

(38) SALE OR CONVEYANCE OF PREMISES

In the event the Landlord shall sell or convey the Premises, Landlord will notify the Tenant at least 30 days prior to the transaction, by providing an Assignment of Lease form. The Assignment of Lease form is required by Tenant before a remit to address can be changed in the State accounting system. If Landlord shall fail to notify Tenant, the subsequent rent payments could be delayed.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties hereto have affixed their hands and seals, on the day and year first above written.

Kent County Levy Court

WITNESS _____ LANDLORD:_____

DATE:_____

State of Delaware
Department of Safety and Homeland Security

WITNESS _____ TENANT:_____
Joshua A. Bushweller, Cabinet Secretary

DATE:_____

Office of Management and Budget

WITNESS _____ TENANT: _____
J. Brian Maxwell, Director

DATE:_____

Exhibit A
Rent Grid

INTENTIONALLY OMMITTED

Exhibit B
Janitorial Services

INTENTIONALLY OMMITTED

Exhibit C

Repair and maintenance of heating, air conditioning, plumbing, electrical and lighting systems

1. Landlord shall provide a designee with all necessary contact information for Tenant to identify repairs and maintenance needed for the above systems. Landlord shall be responsible for all costs of repair and maintenance.

2. Heating and Air Conditioning systems shall maintain compliance with Executive Order 18, *Leading By Example Towards A Clean Energy Economy & Sustainable Natural Environment*.

    a. Operating heating systems with temperature settings not to exceed 68 — 70 degrees during normal working hours. Lobby, corridor and restroom areas shall be kept at a temperature setting of 65 — 67 degrees during working hours if possible. Building entrances and storage areas shall be kept at a temperature setting of 60 — 62 degrees if possible. Temperature settings shall also not exceed 55 degrees in those facilities that are unoccupied during the non-business hours of 6:00 p.m. to 7:00 a.m. workdays, as well as weekends and holidays, if possible.

    b. Operating air conditioning no more than is necessary to maintain a temperature setting of 75 - 78 degrees during normal working hours. Lobby, corridor and restroom areas shall be kept at a temperature setting of 78 — 80 degrees during working hours if possible. In facilities that are unoccupied during non-business hours, weekends and holidays, the air conditioning temperature should be no less than is required to maintain the integrity and operation of the system.

3. Heating and Air Conditioning systems shall have preventative maintenance performed as required on a regular basis.

4. Tenant shall have contact information available to identify emergency services needed for immediate response when required. Routine repairs and non-emergency

maintenance requests shall be coordinated within 48 hours after initial contact and services rendered at times mutually agreed upon by both Parties.

5. Performance

    a. At the option of, and in the manner prescribed by Tenant, the Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Lease.

    b. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Tenant will complete this form and provide to Landlord for prompt response. The form and process are available at https://mymarketplace.delaware.gov/documents/car.pdf.

Exhibit D

Exterior, structural, grounds, parking area repair and maintenance including ice and snow removal

INTENTIONALLY OMMITTED

Exhibit E

Ordinary repair and maintenance to the interior

1. Landlord shall conduct with Tenant an annual inspection of the property interior. The interior condition of the property shall be documented, and any necessary maintenance responsibilities determined at that time.

2. During the tenancy, Landlord shall maintain the rental unit and fixtures in as good a condition as they were, or ought by law or agreement to have been, at the commencement of the tenancy.

3. Landlord shall be responsible for but not limited to the following repair and maintenance actions at the intervals identified.

	Frequency	Task
a.	As Needed	All interior ceiling tiles inspected, damaged tiles replaced.
b.	N/A	All interior walls repainted
c.	N/A	All interior carpeting replaced

4. Performance

    a. At the option of, and in the manner prescribed by Tenant, the Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Lease.

    b. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Tenant will complete this form and provide to Landlord for prompt response. The form and process are available at https://mymarketplace.delaware.gov/documents/car.pdf.

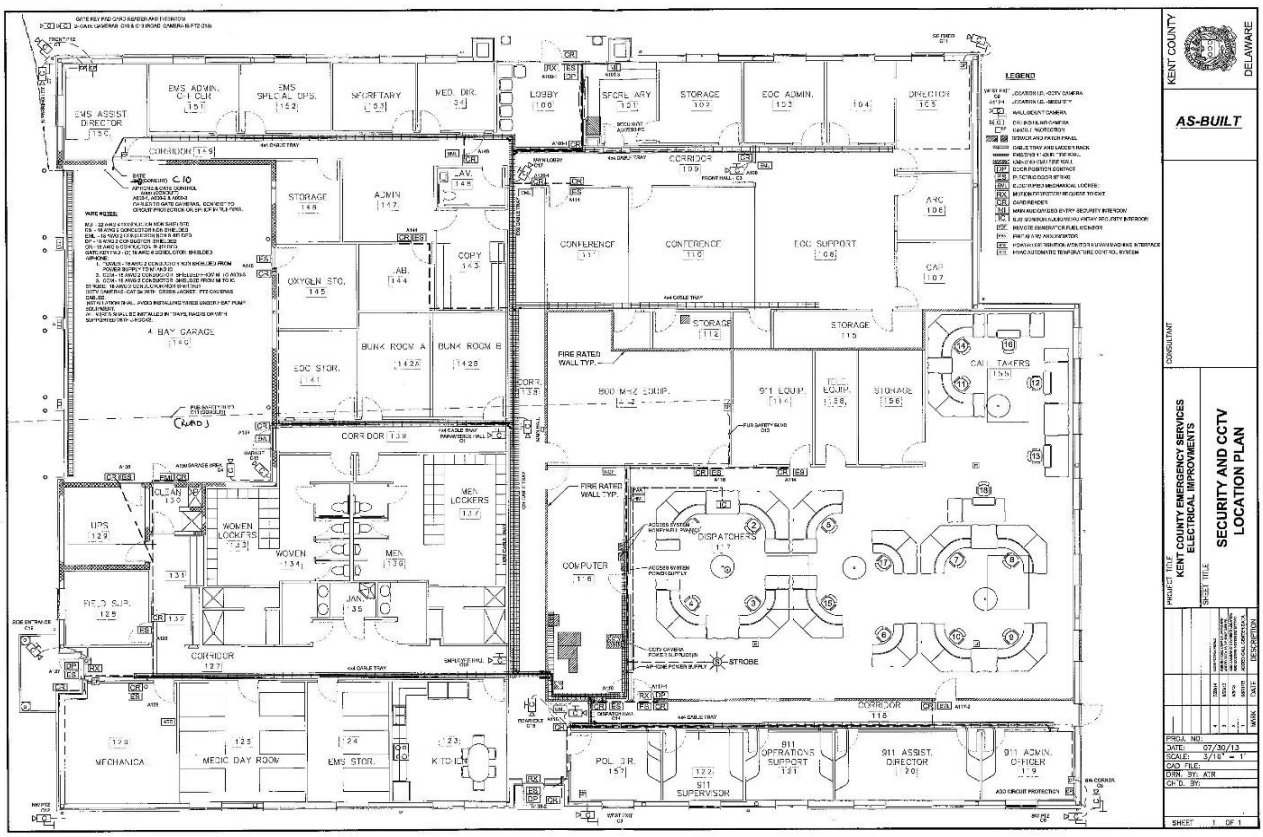
Exhibit F

LANDLORD IMPROVEMENTS

INTENTIONALLY OMMITTED

Exhibit G

Plans



AGENDA ITEM NO. 4.

Item Cover Page

LEVY COURT WORKSHOP AGENDA ITEM REPORT

DATE: June 2, 2026

SUBMITTED BY: Joel Gartner, Administration

ITEM TYPE: Information / Discussion Item

AGENDA SECTION: WORKSHOP ITEMS:

SUBJECT: America 250 Business Meeting (June 23, 2026) Overview

ATTACHMENTS:
DE250 Celebration WS 260602.pdf

DIRECTOR OF ADMINISTRATION

May 27, 2026

T0: Levy Court Commissioners

Via: Kevin Sipple, County Administrator

FROM: Joel Gartner, Director of Administration

RE: Delaware 250 Celebration & Commissioner Itinerary

Tuesday, June 23, 2026

11:00 a.m. to 3:00 p.m.
Employee Appreciation Luncheon (County offices CLOSED)
Kent County Administrative Complex

- Lunch provided by Felton Fire Company
- Commissioners are welcome to attend throughout the event

Scheduled Activities:
- Employee Training Session
11:00 a.m. to 12:00 p.m.
KCLC Chambers

- Delaware Choral Society Performance
12:00 p.m. to 2:00 p.m.
Second Floor Rotunda

- Employee Training Session
2:00 p.m. to 3:00 p.m.
KCLC Chambers

4:00 p.m. to 5:00 p.m.
Liberty Tree Planting Ceremony
Kent County Administrative Complex

6:00 p.m.
Commissioner & County Administration Arrival
Old State House, 25 The Green

Upon Arrival:
• Enter at door at bottom of accessibility ramp (left of building when looking from front)
• Parking on street (Reserved) and behind Biggs Museum
• Report for period attire/clothing fit
• Participate in pre-event briefing and coordination overview
• Final staging instructions will be provided prior to opening

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7:00 p.m.
Delaware 250 Special Levy Court Business Meeting
Old State House

After Adjourn:
• Sign Resolution
• Sign Certificates
• Photos
    - Levy Court Commissioners
    - Employee of the Month
    - New Hires
    - Historical and Cultural Affairs staff

Agenda (Key Points):

- Procession, Call to Order, Invocation, Pledge, Moment of Silence, Roll Call
- Public Comment on Agenda – only public comment period for meeting
    - CA welcome, recognition of guests and comments
- Presentation – Declaration of Independence
- New and Other Business: Resolution for 250th and certificates for HCA
- Commissioner Comments – 250th Anniversary for the Record

Important Notes:

- Please plan to arrive on time for all scheduled evening activities to ensure adequate preparation and coordination prior to the ceremonial meeting.
- Dinner provided for Commissioners
- Bottled water available during business meeting at Old State House

Large Chambers Layout



- Back Row (closest to flags)
    - 3x seats (County Administrator, President, Vice President)
- Bull Pen (fully enclosed table – large table will be removed)
    - 4x seats: 5x Commissioners (District order)

- Alternate accommodation (if needed)
    - Aisle between back row and bull pen
    - 2x seats (Past President and Past Vice-President)
    - Bull Pen: 3x seats (Commissioners in District order)
- Platform to right (with benches)
    - Attendees who need accessibility accommodations
- Platform to left (with benches)
    - 2x seats for Clerk of Peace and Municipal Clerk

- Pen and paper at very front of dais (small table will be installed)
    - Presentation, Introductions, New Business speakers
- Photos and signing staged at aisle between back row and bull pen