



**Kent County Levy Court Business
Meeting Notice and Agenda
555 Bay Road , Dover, DE 19901
Levy Court Chamber - Room 203
Tuesday, June 9, 2026**

7:00 PM, BUSINESS MEETING

Join the Meeting:

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 Access Code: 2342 429 6539; Password: #

Call to Order

Invocation

Pledge of Allegiance

Moment of Silence for our Troops and First Responders

Roll Call and Determination of Quorum

Adoption of Agenda

Public Comments on Agenda Items

- *Note: Public Comments for Public Hearing Item(s) will be during their public hearings.*

Consent Agenda 26-10

- *(Item(s) on the Consent Agenda are considered routine and/or non-controversial and will be acted upon by a single roll call vote of the Levy Court. There will be no separate discussion of this/these item(s) unless a Commissioner so requests, in which event the item(s) shall be removed from the Consent Agenda and considered separately under New Business.)*
- *Approval of Levy Court Business Meeting Minutes of Tuesday, May 26, 2026*

PRESENTATION:

1. Presentation from Scouting America (Del-Mar-Va Council) regarding the Akridge Scout Reservation

PUBLIC HEARINGS

Mr. Pepper:

1. **FY27 Budget Ordinance**, related **Resolutions**, and **Sewer Assessment Rolls**:
 1. **Resolution 4157** - FY27 Sewer Assessment Rolls
 2. **Resolution 4158** – FY27 Property Tax Rate
 3. **Resolution 4159** – FY27 Old Mill Acres Suburban Park District Tax Rate
 4. **Resolution 4160** – FY27 Royal Grant Suburban Park District Tax Rate
 5. **Resolution 4161** – FY27 Eagles Nest Suburban Park District Tax Rate
 6. **Resolution 4162** - FY27 - Kent County Disposal District No. 1 User Rates
 7. **Resolution 4163** - FY27 Milford Library District Tax Rate
 8. **Resolution 4164** - FY27 Duck Creek Library District Tax Rate
 9. **Resolution 4165** - FY27 Lake Forest Library District Tax Rate
 10. **Resolution 4166** - FY27 Caesar Rodney Library District Tax Rate
 11. **Resolution 4167** - FY27 Capital Library District Tax Rate
 12. **Resolution 4168** - Command to the Director of Finance to collect Sewer Delinquent Accounts by District as of March 31, 2026
 13. **Ordinance LC26-07**, An Ordinance adopting the Annual Operating Budget for Kent County Delaware, for the fiscal year beginning on July 1, 2026 and ending June 30, 2027

CLOSE PUBLIC HEARINGS

OLD BUSINESS

NEW BUSINESS

Mr. Angel:

1. ReIntroduce **Ordinance LC26-04**, An Ordinance repealing the current Kent County Code, Volume I, Chapter 41, Ethics, Code of, and replacing it with a new Chapter 41, Relating to Ethics, Post-Employment Restrictions and Standards of Conduct and removing Chapter 68, Personnel Policy § 68-7 Vacancies, recruitments and appointments, paragraph H. *for Public Hearing on Tuesday, July 21, 2026 at 7:00 PM*
2. *Action Item from June 2nd Workshop:* Lease Agreement - Delaware State Police Office Space at 911 Public Safety Boulevard

Mr. Hall:

1. *Potential Action Items from Workshop:*
Resolution 4172 - A Resolution Opposing Senate Bill 23
Resolution 4173 - A Resolution Opposing House Bill 450
2. Introduction of **Ordinance LC26-10**, An Ordinance to amend the Comprehensive Plan Map Designation and the Official Zoning Map of Kent County, Delaware pursuant to the provisions of Kent County Code, Vol. II, Chapter 205 Zoning, Article III, Section 205-8 and Section 205-9, and Article XXVIII (changes and amendments) effective December 01, 2000, as amended. ref: CZ-26-02: Taylor Joseph Lewis IV and Christina L. *For Public Hearing on Tuesday, July 21, 2026 at 7PM*
3. *Action item from June 2, 2026 Workshop:* Introduction of **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.

for Public Hearing on Tuesday, July 21, 2026 at 7PM

Mr. Hertz:

1. *Potential Action Item from Workshop:* FY 2026 Generator Replacements Award
2. *Action item from 6/2/26 Workshop:* Twin Maples MHP Septic Elimination Project - Professional Services Contract Approval

Mr. Pepper:

1. ReIntroduce **Ordinance LC25-24** amending Chapter 128 (Fees), Article XI (Fees Enumerated), 128-49 (Meeting Room Fee Schedule) *for Public Hearing on Tuesday, July 21, 2026 at 7:00 PM.*
2. Commands to the Director of Finance pertaining to the FY2027 Budget Resolutions **NOTE:** Upon the adoption of the resolutions, commands are issued to the Director of Finance to collect the taxes

OTHER BUSINESS

- Move to go into Executive Session immediately following the Business Meeting for preliminary discussion on site acquisition for a publicly funded capital improvement; legal strategy session regarding collective bargaining or pending or potential litigation; and personnel matters pursuant to 29 Del.C. 10004(b)(2), (4), and (9)

INFORMATION ITEMS

PUBLIC COMMENTS

COMMISSIONERS' COMMENTS

EXECUTIVE SESSION, if needed

- Immediately following the Business Meeting.
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: 6/2/26

Revised: 6/4/26

Posted by: L. Tanaka

Time: 3PM

Take down: Upon Replacement or on 6/10/26

**Revised 6/3 & 6/4/23 to add an action item from the 6/2/26 Workshop under New Business, Mr. Hertz.; clarify presentation information and delete duplicate information.

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.

**MINUTES OF THE KENT COUNTY LEVY COURT
LEVY COURT BUSINESS MEETING
KENT COUNTY ADMINISTRATIVE COMPLEX
555 BAY ROAD, DOVER, DE
LEVY COURT CHAMBER, ROOM 203
TUESDAY, MAY 26, 2026**

Call to Order - 7:03 p.m. Honorable Joanne Masten

Invocation - Honorable Paul Hertz

Pledge of Allegiance - Honorable Jeff Hall

Moment of Silence for our Troops and First Responders - Honorable Jody Sweeney

Roll Call and Determination of Quorum

Honorable Terry L Pepper
Honorable Joanne Masten
Honorable Jeffrey W Hall
Honorable Allan F Angel
Honorable Robert J Scott
Honorable George "Jody" Sweeney
Honorable Paul Hertz

Commissioner Angel and Commissioner Pepper via WebEx

Adoption of Agenda

Motion to approve M-26-063 Adoption of Agenda made by Honorable Robert J Scott; seconded by Honorable Allan F Angel; carried by vote 7 yeas.

Consent Agenda 26-09

Approval of Levy Court Business Meeting Minutes of Tuesday, May 12, 2026

Department: Clerk of the Peace Office

Motion to approve M-26-064 Consent Agenda 26-09 made by Honorable Robert J Scott; seconded by Honorable Terry L Pepper; carried by vote 7 yeas.

PRESENTATIONS:

1.) Rural Businessperson of the Year Tribute

Department: Administration

Honorable Paul Hertz read tribute into the record naming Nichole Krambeck as the first recipient of the Rural Businessperson of the Year.

- 2.) Resolution 4171 - A Resolution Supporting the Creation of a Greater Dover Museum

Department: Administration

Motion to approve M-26-065 Resolution 4171 - A Resolution Supporting the Creation of a Greater Dover Museum made by Honorable Robert J Scott; seconded by Honorable Terry L Pepper; carried by vote 7 yeas.

- 3.) June 2026 Employee of the Month Recognition

Department: Human Resources Office

Public Works Director Sam Bautista read the tribute into the record honoring Michael Harrington, Department of Public Safety, Engineering Division June 2026 Employee of the Month

PUBLIC HEARINGS

Mr. Hall:

- 1.) Ordinance LC26-03 Water Supply Facilities: An Ordinance to amend Kent County Code, Vol. II, Chapter 187, Subdivision and Land Development, as amended by revising Article X ? Required Improvements, § 187-53 Minimum requirements, Item C. Water supply facilities in order align the provisions of Table X-1 Water Supply Facilities with Table X-2 Sanitary Sewer Requirements and require central water service with fire protection for all major subdivisions with 11 or more lots.

Department: Planning Services

No one spoke in favor of or in opposition to this ordinance.

Motion to approve M-26-066 Ordinance LC26-03 Water Supply Facilities: An Ordinance to amend Kent County Code, Vol. II, Chapter 187, Subdivision and Land Development, as amended by revising Article X ? Required Improvements, § 187-53 Minimum requirements, Item C. Water supply facilities in order align the provisions of Table X-1 Water Supply Facilities with Table X-2 Sanitary Sewer Requirements and require central water service with fire protection for all major subdivisions with 11 or more lots. made by Honorable Jeffrey W Hall; seconded by Honorable Robert J Scott; carried by vote 7 yeas.

Mr. Sweeney:

- 1.) CS-26-03 Tidewater Utilities-Jarrell Ridge: Request for Conditional Use Site Plan Approval of an Elevated Water Storage Tank located inside

the Growth Zone Overlay District / Parcel # NM-00-119.00-02-48.02-000

Department: Planning Services

Charlie Barnett, Morris & Ritchie and Greg Corey, TUI spoke on behalf of this ordinance. No one spoke in opposition to.

Motion to approve M-26-067 made by Honorable George "Jody" Sweeney; seconded by Honorable Allan F Angel; carried by vote 7 yeas.

Mr. Pepper:

Ordinance LC26-09, An Ordinance Authorizing the Issuance of Kent County, Delaware Economic Development Revenue Bonds in an Amount Not to Exceed \$5,000,000 for the Benefit of Providence Creek Academy Charter School, Inc. to Refinance Prior Debt

Department: Finance Department

Motion to approve M-26-068 Ordinance LC26-09, An Ordinance Authorizing the Issuance of Kent County, Delaware Economic Development Revenue Bonds in an Amount Not to Exceed \$5,000,000 for the Benefit of Providence Creek Academy Charter School, Inc. to Refinance Prior Debt made by Honorable Terry L Pepper; seconded by Honorable Paul Hertz; carried by vote 6 yeas.

CLOSE PUBLIC HEARINGS

PUBLIC COMMENTS - None

OLD BUSINESS - None

NEW BUSINESS

Mr. Angel:

- 1.) Introduction of Ordinance LC26-04, An Ordinance repealing the current Kent County Code, Volume I, Chapter 41, Ethics, Code of, and replacing it with a new Chapter 41, Relating to Ethics, Post-Employment Restrictions and Standards of Conduct and removing Chapter 68, Personnel Policy § 68-7 Vacancies, recruitments and appointments, paragraph H. for Public Hearing on Tuesday, July 7, 2026 at 7:00 PM

Department: Administration

Mr. Hertz:

- 1.) Action Item from May 19 Workshop: FY23-FY26 Commercial Trash Contract- 1 Year Extension

Department: Public Works

Motion to approve M-26-069 Action Item from May 19 Workshop: FY23-FY26 Commercial Trash Contract- 1 Year Extension made by Honorable Terry L Pepper; seconded by 0; carried by vote 6 yeas.

- 2.) Diffuser Replacement Services and Disposal Costs

Department: Public Works

Motion to approve M-26-070 Diffuser Replacement Services and Disposal Costs made by Honorable Paul Hertz; seconded by Honorable Robert J Scott; carried by vote 6 yeas.

Mr. Pepper:

- 1.) Introductions of FY27 Budget Ordinance, related Resolutions, and Sewer Assessment Rolls for Public Hearing of Tuesday, June 9, 2026 at 7:00 PM:1. Resolution 4157 - FY27 Sewer Assessment Rolls2. Resolution 4158 ? FY27 Property Tax Rate3. Resolution 4159 ? FY27 Old Mill Acres Suburban Park District Tax Rate4. Resolution 4160 ? FY27 Royal Grant Suburban Park District Tax Rate5. Resolution 4161 ? FY27 Eagles Nest Suburban Park District Tax Rate6. Resolution 4162 - FY27 - Kent County Disposal District No. 1 User Rates7. Resolution 4163 - FY27 Milford Library District Tax Rate8. Resolution 4164 - FY27 Duck Creek Library District Tax Rate9. Resolution 4165 - FY27 Lake Forest Library District Tax Rate10. Resolution 4166 - FY27 Caesar Rodney Library District Tax Rate11. Resolution 4167 - FY27 Capital Library District Tax Rate12. Resolution 4168 - Command to the Director of Finance to collect Sewer Delinquent Accounts by District as of March 31, 202613. Ordinance LC26-07, An Ordinance adopting the Annual Operating Budget for Kent County Delaware, for the fiscal year beginning on July 1, 2026 and ending June 30, 2027

Department: Finance Department

- 2.) Introduction of Ordinance LC25-24 amending Chapter 128 (Fees), Article XI (Fees Enumerated), 128-49 (Meeting Room Fee Schedule) for Public Hearing on Tuesday, July 7, 2026 at 7:00 PM.

Department: Administration

OTHER BUSINESS - None

INFORMATION ITEMS - None

PUBLIC COMMENTS - None

COMMISSIONERS' COMMENTS - None

ADJOURNED - 8:09 p.m. by President Masten

Brenda A. Wootten, Clerk of the Peace

Certifying Officer [Name, Title]

Brenda A. Wootten

Signature

AKRIDGE SCOUT RESERVATION

Property
located
May 2008

Becker Morgan
Group Design
Team Selected
March 2009

Design Steering
Committee
convenes
May 2009

Levy Court MOU
Executed
October 2009



AKRIDGE SCOUT RESERVATION

Kent Planning
& Zoning Site
Plan &
Conditional
Use Approval
March 2010

Property
Settlement
June 2010

Kent
Construction
Company
begins
Construction
September
2011



COUNCIL JAMBOREE APRIL 2026



COMFORT STATION CONSTRUCTION COMPLETE



Kent County Levy Court and
Del-Mar-Va Council, Scouting
America construction
partnership 2025-26.

LEADERSHIP DEVELOPMENT CENTER CONSTRUCTION



ARPA funding construction
match project underway

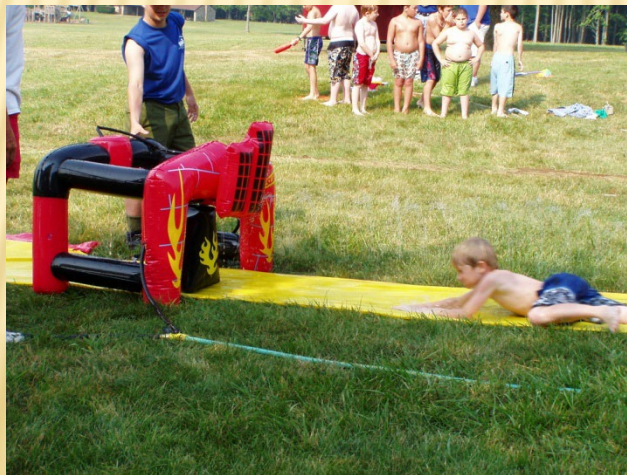


PROGRAM & COMMUNITY IMPACT

Del-Mar-Va Council currently serves a growing membership of nearly 4,000 youth and 1200 adult volunteers

We expect approximately 20,000 visitors per year when completely built out

Anticipate 12.5 new Kent County jobs will be created over time, including a full time onsite camp ranger



INTRODUCED BY: Commissioner Terry L. Pepper
INTRODUCTION DATE: May 26, 2026
PUBLIC HEARING DATE: June 9, 2026
EFFECTIVE DATE: July 1, 2026

RESOLUTION NO. 4157

FY 2027 Sewer Assessment Rolls for Kent County Sewage Disposal District No. 1 (KCSDD No. 1) as listed Bakers Choice, Bowers Beach, Burtonwood Village, Capitol Park, Carlisle Village, Cheswold, Colony West, Dover Air Force Base & Housing, Dykes Branch, East Dover, Felton, Frederica, Garrisons Lake I, Garrisons Lake II, Garrisons Lake IV, Garrisons Lake V, Generals Greene, Greater Houston-Breeders Crown Farm, Greater Houston-Southfield, Hartly, Hilltop, Isaacs, Kenton, Kitts Hummock, Little Creek, Little Heaven, Magnolia, Milford Neck Area, North Magnolia, Northeast (NESSD), Paris Villa - London Village (PV-LV), Smyrna/Clayton, South Central, Tidbury.

BE IT RESOLVED, that the annual Assessment Roll for **Kent County Sewage Disposal District No. 1 (KCSDD No. 1)** is accepted and adopted.

BE IT FURTHER RESOLVED, that the annual assessment be apportioned against the several lots and parcels of land herein according to the previously established zones of assessments so that each parcel shall be annually assessed in accordance with Tables I and II. The said assessments are to be billed in quarterly increments; therefore the sanitary sewer district quarterly rate is calculated as in Table III.

HON. Joanne Masten, PRESIDENT

HON. Robert J. Scott, VICE PRESIDENT

HON. Terry L. Pepper, COMMISSIONER

HON. Paul Hertz, COMMISSIONER

HON. George Wm. Sweeney, Sr., COMMISSIONER

HON. Allan F. Angel, COMMISSIONER

HON. Jeffrey W. Hall, COMMISSIONER

ATTEST:

PUBLIC NOTICE

The Kent County Levy Court will hold a public hearing on **Tuesday, June 9, 2026**, at 7:00 p.m. in the Levy Court Chambers, Room 203, at the Kent County Administrative Complex located at 555 Bay Road, Dover, DE concerning Resolution 4157, FY 2027 Sewer Assessment Rolls for Kent County Sewage Disposal District No. 1 (KCSDD No. 1).

WEBEX: <https://kentcountyde.webex.com/kentcountyde/j.php?MTID=mb5be1b37cbbf8809edf94daf921c9a4b>

OR

CALL IN NUMBER: 1-408-418-9388

MEETING NUMBER (ACCESS CODE): 2342 429 6539

MEETING PASSWORD: #

As listed below:

Bakers Choice, Bowers Beach, Burtonwood Village, Capitol Park, Carlisle Village, Cheswold, Colony West, Dover Air Force Base & Housing, Dykes Branch, East Dover, Felton, Frederica, Garrisons Lake I, Garrisons Lake II, Garrisons Lake IV, Garrisons Lake V, Generals Greene, Greater Houston-Breeders Crown Farm, Greater Houston-Southfield, Hartly, Hilltop, Isaacs, Kenton, Kitts Hummock, Little Creek, Little Heaven, Magnolia, Milford Neck Area, North Magnolia, Northeast (NESSD), Paris Villa - London Village (PV-LV), Smyrna/Clayton, South Central, Tidbury.

The Assessment Rolls for each of the above referenced Sanitary Sewer Districts for the fiscal year of **July 1, 2026 to June 30, 2027** have been completed and filed and are available for inspection at the office of the Kent County Levy Court located at 555 Bay Road, Dover, DE. The Assessment Rolls contain each respective Sanitary Sewer District which will be assessed sewer charges together with the method of apportioning said assessments. At the public hearing the Kent County Levy Court will hear and consider any objections to the Assessment Rolls. The Levy Court may affirm and adopt the Assessment Rolls as it deems necessary or just. The Levy Court may affirm and adopt the Assessment Rolls as originally proposed or amended or changed, or the Levy Court may prepare new Assessment Rolls as it deems necessary or just.

Kent County Sewer District Assessment Roll - Fiscal Year 2027

(July 1, 2026 through June 30, 2027)
 (Public Hearing Date June 9, 2026)

	<u>Bakers Choice</u>	<u>Bowers Beach</u>	<u>Burtonwood Village</u>	<u>Capitol Park</u>	<u>Carlisle Village</u>	<u>Cheswold</u>	<u>Colony West</u>	<u>DAFB & Housing</u>	<u>Dykes</u>
Facility Served									
Single Family Residence	119.92	0.00	22.60	22.60	22.60	31.36	0.00	22.60	22.60
Multiple Family Residence (per EDU)	119.92	0.00	22.60	22.60	22.60	31.36	0.00	22.60	22.60
Apartments (per EDU)	119.92	0.00	22.60	22.60	22.60	31.36	0.00	22.60	22.60
Mobile Homes	119.92	0.00	22.60	22.60	22.60	31.36	0.00	22.60	22.60
Commercial (Rates based on Chapter 128, Kent County Code. Minimum amounts listed are for one EDU.)	119.92	0.00	22.60	22.60	22.60	31.36	0.00	22.60	22.60
Industrial (Rates based on Chapter 128, Kent County Code. Minimum amounts listed are for one EDU.)	119.92	0.00	22.60	22.60	22.60	31.36	0.00	22.60	22.60
Others (Rates based on Chapter 128, Kent County Code. Minimum amounts listed are for one EDU.)	119.92	0.00	22.60	22.60	22.60	31.36	0.00	22.60	22.60
Undeveloped Land which is defined as a parcel upon which a building can be constructed pursuant to the Kent County Zoning Ordinance. (Rates based per acre or fraction thereof.)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Penalty on Past-Due Balance (1 1/2% per month, 18% per annum)	1 1/2%	1 1/2%	1 1/2%	1 1/2%	1 1/2%	1 1/2%	1 1/2%	1 1/2%	1 1/2%
<u>TABLE II - ANNUAL OPERATIONS AND MAINTENANCE</u>									
Uniform Rate	509.36	509.36	509.36	509.36	509.36	509.36	509.36	509.36	509.36
Contractual O&M Rate (Greater Houston) Note 1									
<u>TABLE III - CALCULATION OF QUARTERLY RATE</u>									
Quarterly Debt Service	29.98	0.00	5.65	5.65	5.65	7.84	0.00	5.65	5.65
Uniform Rate (Operating and Maintenance Cost)	127.34	127.34	127.34	127.34	127.34	127.34	127.34	127.34	127.34
Contractual O&M Rate (Greater Houston)									
Quarterly Sewer Rate	157.32	127.34	132.99	132.99	132.99	135.18	127.34	132.99	132.99
Undeveloped Land	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Director of Finance Command for Assessment Collection: (Quarterly rates X 4 quarters)									
Connected User	629.28	509.36	531.96	531.96	531.96	540.72	509.36	531.96	531.96
Undeveloped Land	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Kent County Sewer District Assessment Roll - Fiscal Year 2027

(July 1, 2026 through June 30, 2027)
 (Public Hearing Date June 9, 2026)

	<u>East Dover</u>	<u>Felton</u>	<u>Frederica</u>	<u>Garrisons Lake I</u>	<u>Garrisons Lake II</u>	<u>Garrisons Lake IV</u>	<u>Garrisons Lake V</u>	<u>Generals Greene</u>	<u>Greater Houston - Breeders Crown</u>
Facility Served									
Single Family Residence	210.96	51.36	51.36	22.60	22.60	22.60	22.60	22.60	157.00
Multiple Family Residence (per EDU)	210.96	51.36	51.36	22.60	22.60	22.60	22.60	22.60	157.00
Apartments (per EDU)	210.96	51.36	51.36	22.60	22.60	22.60	22.60	22.60	157.00
Mobile Homes	210.96	51.36	51.36	22.60	22.60	22.60	22.60	22.60	157.00
Commercial (Rates based on Chapter 128, Kent County Code. Minimum amounts listed are for one EDU.)									
	210.96	51.36	51.36	22.60	22.60	22.60	22.60	22.60	157.00
Industrial (Rates based on Chapter 128, Kent County Code. Minimum amounts listed are for one EDU.)									
	210.96	51.36	51.36	22.60	22.60	22.60	22.60	22.60	157.00
Others (Rates based on Chapter 128, Kent County Code. Minimum amounts listed are for one EDU.)									
	210.96	51.36	51.36	22.60	22.60	22.60	22.60	22.60	157.00
Undeveloped Land which is defined as a parcel upon which a building can be constructed pursuant to the Kent County Zoning Ordinance. (Rates based per acre or fraction thereof.)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Penalty on Past-Due Balance (1 1/2% per month, 18% per annum)	1 1/2%	1 1/2%	1 1/2%	1 1/2%	1 1/2%	1 1/2%	1 1/2%	1 1/2%	1 1/2%
TABLE II - ANNUAL OPERATIONS AND MAINTENANCE									
Uniform Rate	509.36	509.36	509.36	509.36	509.36	509.36	509.36	509.36	509.36
Contractual O&M Rate (Greater Houston) Note 1									
TABLE III - CALCULATION OF QUARTERLY RATE									
Quarterly Debt Service	52.74	12.84	12.84	5.65	5.65	5.65	5.65	5.65	39.25
Uniform Rate (Operating and Maintenance Cost)	127.34	127.34	127.34	127.34	\$ 127.34	\$ 127.34	127.34	127.34	127.34
Contractual O&M Rate (Greater Houston)									
Quarterly Sewer Rate	180.08	140.18	140.18	132.99	132.99	132.99	132.99	132.99	166.59
Undeveloped Land	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Director of Finance Command for Assessment Collection: (Quarterly rates X 4 quarters)									
Connected User	720.32	560.72	560.72	531.96	531.96	531.96	531.96	531.96	666.36
Undeveloped Land	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Kent County Sewer District Assessment Roll - Fiscal Year 2027

(July 1, 2026 through June 30, 2027)
 (Public Hearing Date June 9, 2026)

	Greater Houston - Southfield	Hartly	Hilltop	Isaacs	Kenton	Kitts Hummock	Little Creek	Little Heaven	Magnolia
Facility Served									
Single Family Residence	157.00	331.64	152.88	22.60	22.60	460.40	80.68	0.00	0.00
Multiple Family Residence (per EDU)	157.00	331.64	152.88	22.60	22.60	460.40	80.68	0.00	0.00
Apartments (per EDU)	157.00	331.64	152.88	22.60	22.60	460.40	80.68	0.00	0.00
Mobile Homes	157.00	331.64	152.88	22.60	22.60	460.40	80.68	0.00	0.00
Commercial (Rates based on Chapter 128, Kent County Code. Minimum amounts listed are for one EDU.)	157.00	331.64	152.88	22.60	22.60	460.40	80.68	0.00	0.00
Industrial (Rates based on Chapter 128, Kent County Code. Minimum amounts listed are for one EDU.)	157.00	331.64	152.88	22.60	22.60	460.40	80.68	0.00	0.00
Others (Rates based on Chapter 128, Kent County Code. Minimum amounts listed are for one EDU.)	157.00	331.64	152.88	22.60	22.60	460.40	80.68	0.00	0.00
Undeveloped Land which is defined as a parcel upon which a building can be constructed pursuant to the Kent County Zoning Ordinance. (Rates based per acre or fraction thereof.)	0.00	0.00	0.00	0.00	0.00	0.00	89.72	0.00	0.00
Penalty on Past-Due Balance (1 1/2% per month, 18% per annum)	1 1/2%	1 1/2%	1 1/2%	1 1/2%	1 1/2%	1 1/2%	1 1/2%	1 1/2%	1 1/2%
TABLE II - ANNUAL OPERATIONS AND MAINTENANCE									
Uniform Rate	509.36	509.36	509.36	509.36	509.36	509.36	509.36	509.36	509.36
Contractual O&M Rate (Greater Houston) Note 1									
TABLE III - CALCULATION OF QUARTERLY RATE									
Quarterly Debt Service	39.25	82.91	38.22	5.65	5.65	115.10	20.17	0.00	0.00
Uniform Rate (Operating and Maintenance Cost)	127.34	127.34	127.34	127.34	127.34	127.34	127.34	127.34	127.34
Contractual O&M Rate (Greater Houston)									
Quarterly Sewer Rate	166.59	210.25	165.56	132.99	132.99	242.44	147.51	127.34	127.34
Undeveloped Land	0.00	0.00	0.00	0.00	0.00	0.00	22.43	0.00	0.00
Directof of Finance Command for Assessment Collection: (Quarterly rates X 4 quarters)									
Connected User	666.36	841.00	662.24	531.96	531.96	969.76	590.04	509.36	509.36
Undeveloped Land	0.00	0.00	0.00	0.00	0.00	0.00	89.72	0.00	0.00

Kent County Sewer District Assessment Roll - Fiscal Year 2027

(July 1, 2026 through June 30, 2027)
 (Public Hearing Date June 9, 2026)

	<u>Milford Neck</u>	<u>North Magnolia</u>	<u>Northeast (NEESD)</u>	<u>Paris Villa/ London Village</u>	<u>Smyrna-Clayton</u>	<u>South Central</u>	<u>Tidbury</u>
Facility Served							
Single Family Residence	794.00	222.72	125.84	50.60	22.60	157.00	22.60
Multiple Family Residence (per EDU)	794.00	222.72	125.84	50.60	22.60	157.00	22.60
Apartments (per EDU)	794.00	222.72	125.84	50.60	22.60	157.00	22.60
Mobile Homes	794.00	222.72	125.84	50.60	22.60	157.00	22.60
Commercial (Rates based on Chapter 128, Kent County Code. Minimum amounts listed are for one EDU.)	794.00	222.72	125.84	50.60	22.60	157.00	22.60
Industrial (Rates based on Chapter 128, Kent County Code. Minimum amounts listed are for one EDU.)	794.00	222.72	125.84	50.60	22.60	157.00	22.60
Others (Rates based on Chapter 128, Kent County Code. Minimum amounts listed are for one EDU.)	794.00	222.72	125.84	50.60	22.60	157.00	22.60
Undeveloped Land which is defined as a parcel upon which a building can be constructed pursuant to the Kent County Zoning Ordinance. (Rates based per acre or fraction thereof.)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Penalty on Past-Due Balance (1 1/2% per month, 18% per annum)	1 1/2%	1 1/2%	1 1/2%	1 1/2%	1 1/2%	1 1/2%	1 1/2%
<u>TABLE II - ANNUAL OPERATIONS AND MAINTENANCE</u>							
Uniform Rate	509.36	509.36	509.36	509.36	509.36	509.36	509.36
Contractual O&M Rate (Greater Houston) Note 1							
<u>TABLE III - CALCULATION OF QUARTERLY RATE</u>							
Quarterly Debt Service	198.50	55.68	31.46	12.65	5.65	39.25	5.65
Uniform Rate (Operating and Maintenance Cost)	127.34	127.34	127.34	127.34	127.34	127.34	127.34
Contractual O&M Rate (Greater Houston)							
Quarterly Sewer Rate	325.84	183.02	158.80	139.99	132.99	166.59	132.99
Undeveloped Land	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Director of Finance Command for Assessment Collection: (Quarterly rates X 4 quarters)							
Connected User	1,303.36	732.08	635.20	559.96	531.96	666.36	531.96
Undeveloped Land	0.00	0.00	0.00	0.00	0.00	0.00	0.00

INTRODUCED BY: Terry L. Pepper
INTRODUCTION DATE: May 26, 2026
PUBLIC HEARING DATE: June 9, 2026
PUBLIC HEARING TIME: 7 P.M.
ADOPTION DATE: _____
EFFECTIVE DATE: July 1, 2026

RESOLUTION 4158

FY 2027 PROPERTY TAX RATE

BE IT RESOLVED, that the KENT COUNTY LEVY COURT affixes the PROPERTY TAX RATE for fiscal year 2027 to be 5.72 cents (\$.0572 per \$100 assessed value).

SEAL OF THE OFFICE OF THE KENT COUNTY LEVY COURT.

PRESIDENT, KENT COUNTY LEVY COURT

VICE PRESIDENT

COMMISSIONER

COMMISSIONER

COMMISSIONER

ATTEST: _____
SECRETARY

COMMISSIONER

COMMISSIONER

INTRODUCED BY: Terry L. Pepper
INTRODUCTION DATE: May 26, 2026
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PUBLIC HEARING TIME: 7 P.M.
ADOPTION DATE: _____
EFFECTIVE DATE: July 1, 2026

**RESOLUTION 4159
FY 2027 OLD MILL ACRES SUBURBAN PARK DISTRICT TAX RATE**

BE IT RESOLVED, that the KENT COUNTY LEVY COURT affixes the OLD MILL ACRES SUBURBAN PARK DISTRICT TAX RATE for fiscal year 2027 to be 0.842 cents (\$.00842 per \$100 Assessed Value).

SEAL OF THE OFFICE OF THE KENT COUNTY LEVY COURT.

PRESIDENT, KENT COUNTY LEVY COURT

VICE PRESIDENT

COMMISSIONER

COMMISSIONER

COMMISSIONER

ATTEST: _____
SECRETARY

COMMISSIONER

COMMISSIONER

INTRODUCED BY: Terry L. Pepper
INTRODUCTION DATE: May 26, 2026
PUBLIC HEARING DATE: June 9, 2026
PUBLIC HEARING TIME: 7 P.M.
ADOPTION DATE: _____
EFFECTIVE DATE: July 1, 2026

**RESOLUTION 4160
FY 2027 ROYAL GRANT SUBURBAN PARK DISTRICT TAX RATE**

BE IT RESOLVED, that the KENT COUNTY LEVY COURT affixes the ROYAL GRANT SUBURBAN PARK DISTRICT TAX RATE for fiscal year 2027 to be 0.933 cents (\$.00933 per \$100 Assessed Value).

SEAL OF THE OFFICE OF THE KENT COUNTY LEVY COURT.

PRESIDENT, KENT COUNTY LEVY COURT

VICE PRESIDENT

COMMISSIONER

COMMISSIONER

COMMISSIONER

ATTEST: _____
SECRETARY

COMMISSIONER

COMMISSIONER

INTRODUCED BY: Terry L. Pepper
INTRODUCTION DATE: May 26, 2026
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PUBLIC HEARING TIME: 7 P.M.
ADOPTION DATE: _____
EFFECTIVE DATE: July 1, 2026

**RESOLUTION 4161
FY 2026 EAGLES NEST SUBURBAN PARK DISTRICT TAX RATE**

BE IT RESOLVED, that the KENT COUNTY LEVY COURT affixes the EAGLES NEST SUBURBAN PARK DISTRICT TAX RATE for fiscal year 2027 to be 1.173 cents (\$.01173 per \$100 Assessed Value).

SEAL OF THE OFFICE OF THE KENT COUNTY LEVY COURT.

PRESIDENT, KENT COUNTY LEVY COURT

VICE PRESIDENT

COMMISSIONER

COMMISSIONER

COMMISSIONER

ATTEST: _____
SECRETARY

COMMISSIONER

COMMISSIONER

INTRODUCED BY: Terry L. Pepper
INTRODUCTION DATE: May 26, 2026
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PUBLIC HEARING TIME: 7 P.M.
ADOPTION DATE: _____
EFFECTIVE DATE: July 1, 2026

RESOLUTION 4162

KENT COUNTY DISPOSAL DISTRICT NO. 1 USER RATES

BE IT RESOLVED, the user rate for Kent County Disposal District No. 1 for fiscal year 2027 be \$4.24 per 1,000 gallons of sewage transmitted into the District. This rate will be assessed on Sanitary Sewer Districts and others, except septage haulers, contracting with Kent County for sewage disposal services.

SEAL OF THE OFFICE OF THE KENT COUNTY LEVY COURT.

PRESIDENT, KENT COUNTY LEVY COURT

VICE PRESIDENT

COMMISSIONER

COMMISSIONER

COMMISSIONER

ATTEST: _____
SECRETARY

COMMISSIONER

COMMISSIONER

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ADOPTION DATE: _____
EFFECTIVE DATE: July 1, 2026

**RESOLUTION 4163
FY 2027 MILFORD LIBRARY DISTRICT TAX RATE**

BE IT RESOLVED, that the KENT COUNTY LEVY COURT affixes the MILFORD LIBRARY DISTRICT TAX RATE for fiscal year 2027 to be 1.21 cents (\$.0121 per \$100 Assessed Value).

SEAL OF THE OFFICE OF THE KENT COUNTY LEVY COURT.

PRESIDENT, KENT COUNTY LEVY COURT

VICE PRESIDENT

COMMISSIONER

COMMISSIONER

COMMISSIONER

ATTEST: _____
SECRETARY

COMMISSIONER

COMMISSIONER

INTRODUCED BY: Terry L. Pepper
INTRODUCTION DATE: May 26, 2026
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PUBLIC HEARING TIME: 7 P.M.
ADOPTION DATE: _____
EFFECTIVE DATE: July 1, 2026

RESOLUTION 4164

FY 2027 DUCK CREEK LIBRARY DISTRICT TAX RATE

BE IT RESOLVED, that the Kent County Levy Court affixes the DUCK CREEK LIBRARY DISTRICT TAX RATE for fiscal year 2027 to be 0.51 cents (\$.0051 per \$100 Assessed Value).

SEAL OF THE OFFICE OF THE KENT COUNTY LEVY COURT.

PRESIDENT, KENT COUNTY LEVY COURT

VICE PRESIDENT

COMMISSIONER

COMMISSIONER

COMMISSIONER

ATTEST: _____
SECRETARY

COMMISSIONER

COMMISSIONER

INTRODUCED BY: Terry L. Pepper
INTRODUCTION DATE: May 26, 2026
PUBLIC HEARING DATE: June 9, 2026
PUBLIC HEARING TIME: 7 P.M.
ADOPTION DATE: _____
EFFECTIVE DATE: July 1, 2026

RESOLUTION 4165

FY 2027 LAKE FOREST LIBRARY DISTRICT TAX RATE

BE IT RESOLVED, that the Kent County Levy Court affixes the LAKE FOREST LIBRARY DISTRICT TAX RATE for fiscal year 2027 to be 0.51 cents (\$.0051 per \$100 Assessed Value).

SEAL OF THE OFFICE OF THE KENT COUNTY LEVY COURT.

PRESIDENT, KENT COUNTY LEVY COURT

VICE PRESIDENT

COMMISSIONER

COMMISSIONER

COMMISSIONER

ATTEST: _____
SECRETARY

COMMISSIONER

COMMISSIONER

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ADOPTION DATE: _____
EFFECTIVE DATE: July 1, 2026

RESOLUTION 4166

FY 2027 Caesar Rodney Library District Tax Rate

BE IT RESOLVED, that the Kent County Levy Court affixes the CAESAR RODNEY LIBRARY DISTRICT TAX RATE for fiscal year 2027 to be .51 cents (\$.0051 per \$100 Assessed Value).

SEAL OF THE OFFICE OF THE KENT COUNTY LEVY COURT.

PRESIDENT, KENT COUNTY LEVY COURT

VICE PRESIDENT

COMMISSIONER

COMMISSIONER

COMMISSIONER

ATTEST: _____
SECRETARY

COMMISSIONER

COMMISSIONER

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INTRODUCTION DATE: May 26, 2026
PUBLIC HEARING DATE: June 9, 2026
PUBLIC HEARING TIME: 7 P.M.
ADOPTION DATE: _____
EFFECTIVE DATE: July 1, 2026

RESOLUTION 4167

FY 2027 Capital Library District Tax Rate

BE IT RESOLVED, that the Kent County Levy Court affixes the CAPITAL LIBRARY DISTRICT TAX RATE for fiscal year 2027 to be 0.51 cents (\$.0051 per \$100 Assessed Value).

SEAL OF THE OFFICE OF THE KENT COUNTY LEVY COURT.

PRESIDENT, KENT COUNTY LEVY COURT

VICE PRESIDENT

COMMISSIONER

COMMISSIONER

COMMISSIONER

ATTEST: _____
SECRETARY

COMMISSIONER

COMMISSIONER

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INTRODUCTION DATE: May 26, 2026
PUBLIC HEARING DATE: June 9, 2026
PUBLIC HEARING TIME: 7 P.M.
ADOPTION DATE: _____
EFFECTIVE DATE: July 1, 2026

RESOLUTION 4168

**COMMAND FOR COLLECTION OF
SEWER DELINQUENT ACCOUNTS**

BE IT RESOLVED, that the KENT COUNTY LEVY COURT
commands the DIRECTOR OF FINANCE to
collect Sewer Delinquent Accounts by District
as of March 31, 2026.

SEAL OF THE OFFICE OF THE KENT COUNTY LEVY COURT.

PRESIDENT, KENT COUNTY LEVY COURT

VICE PRESIDENT

COMMISSIONER

COMMISSIONER

COMMISSIONER

ATTEST: _____
SECRETARY

COMMISSIONER

COMMISSIONER

INTRODUCED BY: Terry L. Pepper
INTRODUCTION DATE: May 26, 2026
PUBLIC HEARING DATE: June 9, 2026
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ADOPTION DATE: _____
EFFECTIVE DATE: July 1, 2026

ORDINANCE LC26-07

An Ordinance adopting the budget of Kent County, Delaware, for the fiscal year beginning July 1, 2026.

WHEREAS, The Kent County Levy Court Commissioners have diligently reviewed actual revenues and expenses for FY26 and projected revenues and expenses for FY27, and

WHEREAS, after careful consideration, the Kent County Levy Court Commissioners have developed budgets for all general, restricted, and other funds.

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

Section 1. The Kent County Levy Court Fiscal Year 2027 Budget, incorporated herein by this reference, is adopted as the Annual Operating Budget of Kent County, Delaware, for the fiscal year beginning July 1, 2026, and ending June 30, 2027.

Section 2. This Ordinance is adopted pursuant to the powers conferred upon the Levy Court of Kent County, Delaware, in the Delaware Code, Title 9, Section 4110.

Section 3. If any section, paragraph, sentence, clause, or phrase of this Ordinance shall be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this Ordinance which shall continue in full force and effect; and to this end, the provisions of this Ordinance are hereby declared to be severable.

**ADOPTED BY THE LEVY COURT
OF KENT COUNTY, DELAWARE**

PRESIDENT, KENT COUNTY LEVY COURT
THIS ____ DAY OF _____, 2026

ATTEST: _____
CLERK OF THE PEACE

SYNOPSIS

This Ordinance adopts The Kent County Levy Court Fiscal Year 2027 Budget, for the fiscal year beginning on July 1, 2026, and ending June 30, 2027.

**Kent County Levy Court
Budget Ordinance - FY 2027**

**Section 1. The Statement Of Anticipated General Fund Revenues for the
Fiscal Year ending June 30, 2027, is as follows:**

<u>General Fund Revenue</u>	<u>FY 2027</u>
<u>Taxes</u>	
Real Property - County	\$ 15,000,000
Real Property - Library	\$ 331,200
Real Property - Suburban Parks	\$ 15,600
Realty Transfer Tax	\$ 8,900,000
Telephone Tax (911 surcharge)	\$ 270,000
Penalties and Interest	\$ 102,000
Total Taxes	<u>\$ 24,618,800</u>
 <u>Grants</u>	
Federal Grants	
Emergency Management Planning Grant	\$ 160,000
Federal Grant IT Related	\$ -
ARPA Grant	\$ -
 State Grants	
LEPC State Grant	\$ 78,300
Library Standards Grant	\$ 253,900
Paramedic Grant	\$ 3,388,800
Total Grants	<u>\$ 3,881,000</u>

General Fund Revenues (Continued)**FY 2027****Charges for Services****General Government Services**

Building Entrance ID Fees	\$	300
No-Photo ID Fees	\$	6,000
Room Rental Fees - Admin Bldg	\$	1,000
Information Technology Fees	\$	4,600
Technology Fees - Deeds	\$	116,900
Return Check Fees	\$	4,000
Manufactured Housing Letter Fees	\$	12,000
Assessment Office Fees	\$	400
Monition-related fees	\$	130,000

Community Services

Recreation Fees - General	\$	130,000
Recreation Fees - Rec Center	\$	265,000
Recreation Program Misc Fees	\$	200
Rec Center Rental Fees	\$	3,000
Rec Center CAM Fees	\$	32,000
Parks Special Programs Fees	\$	14,000
Parks Rental Fees	\$	4,000
Library Fines	\$	1,600
Misc Library Fees	\$	4,400

Planning Services

Inspection & Enforcement (I&E) Fees	\$	1,500,000
Code Enforcement Fines	\$	1,000
I&E Lien Admin Fees	\$	5,000
Grass Cutting Reimbursement	\$	30,000
Housing Demolition Reimbursement	\$	45,000
Manufactured Home Demo Reimburse	\$	11,000
Planning Application Fees	\$	95,000
Zoning Application Fees	\$	20,000

General Fund Revenues (Continued)**FY 2027****Planning Services (Continued)**

Misc Planning Fees	\$	800
HOA Admin Fees	\$	8,100
Street Addressing Fees	\$	18,000
GIS Fees	\$	100

Public Safety Services

Special Events Fees	\$	86,800
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Row Offices

Clerk of Peace - Marriage License/Ceremony	\$	102,000
Recorder of Deeds Fees	\$	4,306,300
Register of Wills Fees	\$	1,025,000
Sheriff's Office Fees	\$	739,100

Total Charges for Services	\$	8,722,600
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Other Revenues

Rental Income	\$	40,800
Payment in Lieu of Taxes	\$	8,000
Interest Income	\$	3,000,000
Miscellaneous Revenue	\$	51,000

Total Other Revenue	\$	3,099,800
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Other Financing Sources

Appropriated (Drawdown) Reserves	\$	6,094,993
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Total Other Financing Sources	\$	6,094,993
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Total Revenues

\$	46,417,193
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Section 2. The Statement Of Anticipated General Fund Expenditures for the Fiscal Year ending June 30, 2027, is as follows:

<u>General Fund Expenditures</u>	<u>FY 2027</u>
Administration	
Administration	\$ 2,148,500
Economic Development	126,100
Information Technology	2,696,500
Human Resources	739,200
Facilities Management	1,278,700
Legal Services	250,000
Total Administration	\$ 7,239,000
Finance	
Finance Administration	\$ 645,300
Accounting Services	1,571,000
Tax Division	1,114,400
Assessment Division	2,179,800
Total Finance	\$ 5,510,500
Community Services	
Community Services Administration	\$ 499,100
Library Services	\$ 1,008,600
Library Standards Grant (Offset)	\$ 253,900
Recreation	\$ 2,012,900
Parks	\$ 1,366,400
Suburban Parks	\$ 15,600
Total Community Services	\$ 5,156,500

General Fund Expenditures (Continued)**FY 2027****Planning**

Planning Administration	\$	663,300
Geographic Information Systems	\$	642,800
Inspections & Enforcement	\$	2,912,500
Land Use (formerly Planning)	\$	1,883,700

Total Planning **\$ 6,102,300****Public Safety**

Public Safety Administration	\$	136,500
Emergency Communications	\$	5,248,100
Mobile Command Center	\$	47,600
Emergency Medical Services (EMS)	\$	11,402,000
EMS Special Events & Non-reimburse costs	\$	1,591,500
Emergency Management (EMPG)	\$	473,400
Emergency Management (LEPC)	\$	98,200

Total Public Safety **\$ 18,997,300****Row Offices**

Clerk of the Peace	\$	351,100
Recorder of Deeds	\$	876,800
Register of Wills	\$	853,400
Sheriff's Office	\$	1,089,700

Total Row Offices **\$ 3,171,000****Special Grants & Programs**

Open Space Preservation	\$	100,000
Dog Control Support	\$	810,700
Volunteer Fire Companies	\$	1,515,000
Community Service Grants	\$	454,293

Total Special Grants & Programs **\$ 2,879,993**

General Fund Expenditures (Continued)

FY 2027

Other Expenditures

Building Security	\$	135,000
Debt Service	\$	362,600
Interest Expense	\$	307,500
Benefits to Retirees	\$	70,000
Contingency	\$	1,000,000

Total Other Expenditures **\$ 1,875,100**

Operating Transfers Out

Transfer to CDBG	\$	436,500
Transfer to Capital Projects Fund	\$	4,501,500

Total Transfers Out **\$ 4,938,000**

Sub Total Expenditures

\$ 55,869,693

Less: Indirect cost allocation:

\$ 9,452,500

Total Expenditures

\$ 46,417,193

Section 3. The Statement Of Anticipated General Government Capital Projects Fund Revenue and Expenditures for Fiscal Year ending June 30, 2027 is as follows:

<u>Capital Projects Revenue & Other Financing Sources</u>	<u>FY 2027</u>
Grants	\$ 1,000,000
Other Financing Sources	\$ 1,500,000
Capital Project Fund Reserves	\$ 732,000
Transfer from Real Estate Transfer Tax	\$ 940,500
Transfers from General Fund	\$ 3,561,000
Total Revenues	<u><u>\$ 7,733,500</u></u>

<u>Capital Projects Expenditures</u>	<u>FY 2027</u>
Information Technology	
Department Upgrades	\$ 108,000
Network Switch & Firewall Replacement (Virtual Machine Server Farm Replacement)	\$ 50,000
Future Capital Outlays	\$ 25,000
Network Intrusion Disaster Recovery	\$ 10,000
A/V Replacement Fund	\$ 60,000
VM Server Replacement	\$ 20,000
Phone System	\$ 41,600
ERP	\$ 100,000
Total Information Technology	<u><u>\$ 414,600</u></u>

Facilities Management	
Stormwater Pond Management	\$ 50,000
Commercial Grade 60' Cut Lawn Mower	\$ 20,000
Replace Custodial Equipment Floor Scrubber	\$ 15,000
Administrative Complex Digital Sign Upgrade	\$ 40,000
Ventilation System Duct Cleaning-Admin Complex	\$ 242,500
Replace HVAC Boiler-Admin Complex	\$ 10,000

Flooring Replacement-Admin Complex	\$	10,000
Security Enhancement	\$	200,000
New ADA Employee Entrance	\$	25,000
Chiller Replacement-Admin Complex	\$	10,000
Lighting Controls Replacement-Admin Complex	\$	50,000
Total Facilities Management	\$	672,500

Capital Project Expenditures Continued

FY 2027

Administration

Vehicle-County Administrator	\$	61,500
Total Administration	\$	61,500

Economic Development

Land Acquisition	\$	100,000
Total Economic Development	\$	100,000

Finance

Property Reassessment	\$	1,700,000
Total Finance	\$	1,700,000

Community Services

Picadilly Playground Replacement	\$	250,000
Big Oak Park Loop Trail	\$	20,000
Brecknock Maintenance Bldg Paving	\$	25,000
Brecknock Red Barn Rehabilitation	\$	7,500
Kesselring Irrigation Well & Hose Reel System	\$	50,000
Batwing Mower Replacement (Brecknock & Big Oak Parks)	\$	27,000
Truck Replacement (Brecknock & Big Oak Parks)	\$	60,000
Brecknock Split Rail Fencing Replacement	\$	20,000
Big Oak Park Pickleball Courts	\$	540,000
Floor Scrubbing Machine	\$	40,000
Update Furniture & Shelving	\$	65,000
Total Community Services	\$	1,104,500

Planning Services

(2) Pickup Trucks	\$	75,000
Total Planning Services	\$	75,000

Public Safety

EMS vehicle purchase & conversion	\$	210,000
Portable Radio Replacement	\$	180,000
Gator Replacements	\$	35,000
Gear Bag Replacement	\$	70,000
Drone Replacement	\$	25,000
Public Safety Building Renovation	\$	1,500,000
EMS Station Building Renovations	\$	50,000
Energy Lane EMS Building	\$	1,500,000
Total Public Safety	\$	3,570,000

Recorder of Deeds

Land Record Management System	\$	35,400
Total Recorder of Deeds	\$	35,400

Total Expenditures

\$	7,733,500
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Section 4. The Statement Of Anticipated Sewer Fund Revenues and Expenses for the Fiscal Year ending June 30, 2027, is as follows:

<u>Revenues & Other Financing</u>	<u>FY 2027</u>
Operating Revenues	
User Fees	\$ 28,686,600
Permits & Review Fees	\$ 294,800
Rent	\$ 146,100
Other Revenue	\$ 390,000
Non-Operating Revenues	
Interest	\$ 800,000
Misc Revenues	\$ 50,900
Other Financing Sources	
Transfers	\$ 852,600
<u>Total Revenues & Other Financing</u>	<u>\$ 31,221,000</u>
<u>Expenditures & Debt Service</u>	<u>FY 2027</u>
Operating Expenses	
Engineering	\$ 3,575,200
Enviromental Programs	\$ 525,400
WWF: Administration	\$ 1,213,700
Operations & Biosolids	\$ 11,594,300
Maintenance	\$ 6,155,000
Non-Operating Expenses	
Capital Expenses	\$ 2,145,000
Debt Service	\$ 4,454,200
Contingency	\$ 1,558,200
<u>Total Expenses & Debt Service</u>	<u>\$ 31,221,000</u>

**Section 5. The Statement Of Anticipated Sewer Fund Capital Projects
Revenues and Expenses for the Fiscal Year ending
June 30, 2027, is as follows:**

Revenues & Other Financing	<u>FY 2027</u>
Transfer from Sewer Fund Operating	\$ 1,395,000
Working Capital Reserve	\$ 1,533,600
State of DE Revolving Fund Loan	\$ 11,370,000
State of DE Revolving Fund Loan w/Redemption	\$ 1,900,000
Federal Grant	\$ 1,770,000
Main System Capital Improvement Fees	\$ 1,830,800
Total Revenues	<u><u>\$ 19,799,400</u></u>
Expenses	<u>FY 2027</u>
Treatment Plant Upgrades	
Elevated water tower inspection and painting	\$ 55,000
Headworks Improvements	\$ 200,000
UV Disinfection System Upgrade	\$ 1,800,000
Biological Process Capacity Upgrade;Study, Design, & Construction	\$ 500,000
Sodium Hypochlorite Tank&Containment	\$ 100,000
Conveyance System Expansion & Upgrades	
Route 13 forcemain relocation- S Dover Design & Construction Phase 2	\$ 4,620,000
Route 13 forcemain relocation - PS3 to Puncheon Run Design & Construction	\$ 6,150,000
PS24A Upgrades & Improvements	\$ 420,000
Murderkill River main transmission 36" crossing replacement	\$ 700,000
Sanitary Sewer Districts	
Hedgerow Hollow Mobile Home Park	\$ 1,900,000

Sewer Fund Capital Project Expenses (Continued)**FY 2027****Pump Station Upgrades**

Pump replacement (PS3)	\$	250,000
Influent Screen (PS3)	\$	1,000,000
Wet Well Rehabilitation (PS4)	\$	1,214,400
Lead/Lag Pump Replacement (PS14)	\$	90,000
Pumps for pump stations	\$	125,000

Equipment & Software Projects

Loader	\$	225,000
Pumper truck	\$	150,000

Special Projects

Wastewater Rate Study	\$	100,000
Security Upgrade	\$	50,000
SCADA Master Plan	\$	150,000

Total Expenses**\$ 19,799,400**

Section 6. The Statement Of Anticipated CDBG Revenues and Expenditures for the Fiscal Year ending June 30, 2027, is as follows:

Special Revenue Funds (Community Development Block Grant)

<u>Revenues & Other Financing Sources</u>	<u>FY 2027</u>
Grants (CDBG)	\$ 1,055,400
Transfers from General Fund	\$ 436,500
Total Revenues	\$ 1,491,900
<u>Expenditures</u>	
Grant Expenditures (CDBG)	\$ 1,055,400
County Match	\$ 436,500
Total Expenditures	\$ 1,491,900

Section 7. The Statement Of Anticipated AeroPark Revenues and Expenditures for the Fiscal Year ending June 30, 2027, is as follows:

<u>Revenues & Other Financing Sources</u>	<u>FY 2027</u>
Interest Income	\$ 7,000
Total Revenues	\$ 7,000
<u>Expenditures</u>	
Economic Development	\$ 7,000
Total Expenditures	\$ 7,000

Section 8. The Statement Of Anticipated Landfill Fund Revenues and Expenses for the Fiscal Year ending June 30, 2027, is as follows:

Landfill Fund Revenues & Expenses

<u>Revenues & Other Financing</u>	<u>FY 2027</u>	
Interest	\$	11,000
Contribution from HLCC	\$	3,000
Total Revenues	\$	14,000
<u>Expenses</u>		
Legal & Contractual	\$	8,000
Indirect Costs	\$	6,000
Total Expenses	\$	14,000

Section 9. The Street Light District Rates for Fiscal Year ending June 30, 2027 shall be:

Streetlight District Rates

<u>District Number</u>	<u>District Name</u>	<u># of Customers</u>	<u>FY 2027 Unit Rate</u>
1	Briar Park	141	\$ 135.28
2	Kent Acres	135	\$ 55.04
3	Rodney Village	380	\$ 70.21
4	Capitol Park	212	\$ 82.04
6	Richardson Estates	22	\$ 53.74
8	Moores Lake	236	\$ 77.84
9	Old Mill Acres	64	\$ 61.58
10	Northridge	128	\$ 58.35
11	Brookdale	61	\$ 144.94
13	Windswept	57	\$ 138.10
14	Star Hill	173	\$ 85.72
20	Generals Greene	97	\$ 49.49
21	Burwood	31	\$ 187.62
22	Sheffield Farms	121	\$ 128.27
23	Kentbourne	52	\$ 195.31
24	Eagles Nest	99	\$ 71.82
25	Old Mill Manor	77	\$ 81.55
26	Pennwood	141	\$ 80.23
27	Hidden Acres	95	\$ 196.57
28	Brighton/Windy Way	53	\$ 51.31
39	Brookfield	166	\$ 167.34
41	Stonegate	180	\$ 161.25
42	John Char	56	\$ 189.87
44	Wild Quail	185	\$ 39.75
48	Sandy Hills	175	\$ 133.66
49	Pleasant Woods	19	\$ 54.46
51	Normansmead	60	\$ 53.44
54	Winding Ridge	46	\$ 54.13
55	Kentwood	284	\$ 38.34

Streetlight District Rates (Continued)

<u>District Number</u>	<u>District Name</u>	<u># of Customers</u>	<u>FY 2027 Unit Rate</u>
56	Riverview Estates	167	\$ 45.29
57	Jonathans Landing	206	\$ 47.84
58	Misty Pines	56	\$ 236.75
59	South Glen	27	\$ 53.43
60	Summerfield Village	18	\$ 102.06
61	Carlisle Village IV	63	\$ 45.27
62	Canterville	39	\$ 43.96
63	Church Creek	135	\$ 139.12
64	Meadow Ridge	30	\$ 63.17
66	Magnolia Meadows	67	\$ 56.19
67	Moores Meadows	127	\$ 175.69
68	The Orchards	198	\$ 193.11
71	Oaknoll	69	\$ 56.02
72	Fields of Magnolia	51	\$ 172.37
73	Pleasant Hill	89	\$ 164.05
74	Chimney Hills	221	\$ 53.67
75	Dykes	236	\$ 145.77
76	Crystal Creek	18	\$ 71.55
77	Meadowbrook Acres	184	\$ 40.85
78	Village of Wild Quail	84	\$ 61.36
79	Hunters Ridge	65	\$ 60.07
80	Maplehurst	13	\$ 79.37
81	Doe Run	31	\$ 187.59
83	Cardinal Hill	65	\$ 65.16
84	Rolling Meadows	85	\$ 53.69
85	Village Drive	16	\$ 55.29
86	Twelve Oaks	42	\$ 146.27
87	Carlisle Village I, II, III	173	\$ 45.67
88	Planters Woods	100	\$ 55.43
89	GL West/Fairway Circle	27	\$ 64.27
90	Traybern	43	\$ 181.08
92	Wynn Wood	182	\$ 192.87
93	Mt Vernon	76	\$ 143.71

Streetlight District Rates (Continued)

<u>District Number</u>	<u>District Name</u>	<u># of Customers</u>	<u>FY 2027 Unit Rate</u>
94	Jackson Ridge	52	\$ 169.44
95	Planters Run	80	\$ 103.58
96	Pleasant Valley	40	\$ 65.47
97	Stag Crossing	42	\$ 54.79
98	Fernwood	73	\$ 129.15
99	Burtonwood Village	96	\$ 55.69
100	Chestnut Ridge	36	\$ 58.93
101	Lakeshore Village	459	\$ 51.49
102	Pheasant Pointe	61	\$ 54.27
103	Brenford Station	217	\$ 45.82
104	Rockland Hills	82	\$ 53.11
105	Greenview/Highview	102	\$ 105.15
106	Grand Oaks	95	\$ 80.73
107	Rockland West	45	\$ 58.95
108	Derbywood	34	\$ 171.56
109	Otter Run	53	\$ 60.50
110	Twin Willows	158	\$ 51.33
111	Grandview Meadows	53	\$ 200.21
112	Quail Landing	86	\$ 170.28
113	Riverside	83	\$ 186.32
114	Wicksfield	202	\$ 70.15
115	Stonewater Creek	37	\$ 72.74
118	Weatherstone Crossing	199	\$ 129.01
120	Chestnut Ridge, Section 2	56	\$ 57.23
121	Pine Ridge	91	\$ 46.48
122	Heritage Trace	265	\$ 40.13
123	Providence Hills	29	\$ 59.50
124	Stone Ridge	81	\$ 82.10
126	Country Field	60	\$ 200.01
127	Pinehurst Village	187	\$ 46.81
128	Laureltowne	120	\$ 37.59
129	Point Landing	156	\$ 34.83
130	Harmony Hill	31	\$ 100.82

Streetlight District Rates (Continued)

<u>District Number</u>	<u>District Name</u>	<u># of Customers</u>	<u>FY 2027 Unit Rate</u>
131	The First Tenth	15	\$ 94.82
132	Estates at Wild Quail	95	\$ 187.74
133	Longacre Village	236	\$ 109.87
134	Whitetail Run	155	\$ 150.70
135	Brenford Woods	110	\$ 33.27
136	Hampton Hills	76	\$ 305.59
137	Jockey Hollow	210	\$ 41.19
138	Satterfield	294	\$ 120.12
139	Spring Meadow	246	\$ 28.30
140	Meadows at Chestnut Ridge	118	\$ 38.95
141	Townsend Fields	105	\$ 50.47
142	Masseys Mill	60	\$ 50.30
143	Olde Field Village	135	\$ 37.03
144	Breeders Crown Farm	63	\$ 137.67
145	Courseys Point	209	\$ 37.11
146	Garrison Circle	29	\$ 43.03
147	Reserve at Chestnut Ridge	464	\$ 54.24
149	Timber Mills	86	\$ 38.10
150	Pintail Pointe	38	\$ 126.65
151	Champions Club @ Jonathan	325	\$ 40.34
152	Roesville Estates	74	\$ 46.56
153	Barrett Farms	70	\$ 169.43
156	Mount Friendship	30	\$ 65.03
157	Village of Eastridge	189	\$ 71.68
158	Willowwood	494	\$ 37.86
161	Hazel Farm	203	\$ 254.20
163	Pickering Pointe	48	\$ 38.99
164	Quails Nest	103	\$ 106.98
165	Hunters Run	40	\$ 294.55
166	Lynnwood Village	42	\$ 163.47
167	Dogwood Meadows	102	\$ 44.04
168	Dickinson Creek	67	\$ 95.94
169	Village of Nobles Pond	458	\$ 115.93

Streetlight District Rates (Continued)

<u>District Number</u>	<u>District Name</u>	<u># of Customers</u>	<u>FY 2027 Unit Rate</u>
170	East Bay Point	38	\$ 238.51
171	Woodfield	226	\$ 58.00
172	Ponds at Willow Grove	92	\$ 103.59
173	Robin Hill	18	\$ 69.15
175	Fox Hollow	59	\$ 40.83
176	Victoria Meadows	17	\$ 172.81
177	Green Hill Farm Estates	109	\$ 115.21
178	Alexanders Village	48	\$ 40.43
179	Derby Shores	17	\$ 191.64
180	Hidden Brook	151	\$ 45.59
181	Forty Nine Pines	114	\$ 40.87
182	Danfield Estates	19	\$ 156.22
183	Fork Landing West	127	\$ 31.39
184	Cattail Creek	72	\$ 44.00
185	Estates of Verona Woods	148	\$ 47.60
186	Loganberry	153	\$ 21.58
187	Auburn Meadows	217	\$ 47.48
188	Big Oak	49	\$ 41.90
189	Hatteras Hills	51	\$ 116.86
190	Magnolia Estates	105	\$ 104.19
191	Knollwood	51	\$ 45.41
192	Pondview Estates	54	\$ 50.99

Section 10. The Statement Of Anticipated Street Light Fund Revenues and Expenses for the Fiscal Year ending June 30, 2027, is as follows:

**There are currently 150 Active Street Light Districts
Serving 16,934 customers**

<u>Revenues</u>	<u>FY 2027</u>
User Fees	\$ 1,447,100
Total Revenues	\$ 1,447,100
<u>Expenses</u>	
Insurance	\$ 300
Indirect Costs	\$ 58,500
Administrative Services	\$ 165,600
Office Supplies	\$ 500
Legal & Contractual Services	\$ 500
Utilities	\$ 100
Vehicle Expenses	\$ 2,100
Capital Expenses	\$ 1,000
Electrical Company Charges	\$ 1,218,500
Total Expenses	\$ 1,447,100

Section 11. The Trash Fund District Rates for Fiscal Year ending June 30, 2027 shall be:

Trash Fund District Rates

Trash Fund Rates	FY 2027	FY2027 # of Customers
Trash Districts with Yard Waste	\$ 403.00	13,548
Trash Districts without Yard Waste	\$ 369.00	5,265
		<u>18,813</u>

District #	District Name	# of Customers	Yard Waste N=No	FY 2027 Rate	Unit
1	Briar Park	141		\$403.00	
2	Kent Acres	139		\$403.00	
3	Rodney Village	395		\$403.00	
4	Capitol Park	207		\$403.00	
5	Taylor Estates	52		\$403.00	
6	Richardson Estates	37		\$403.00	
7	Woodland Beach	59	N	\$369.00	
8	Moore's Lake	565		\$403.00	
9	Old Mill Acres	195		\$403.00	
10	Northridge	124		\$403.00	
11	Brookdale Heights	60		\$403.00	
12	S. Dover Manor	318		\$403.00	
13	Windswept	56		\$403.00	
14	Star Hill	255		\$403.00	
15	Woodbury	62	N	\$369.00	
16	Richardson Circle	96	N	\$369.00	
17	Hillside/Orchard Acres	136	N	\$369.00	
18	Felton Heights	85		\$403.00	
19	Royal Grant	222		\$403.00	
20	General's Greene	96		\$403.00	
24	Eagles Nest	103		\$403.00	
25	Old Mill Manor	87		\$403.00	
27	Hidden Acres	95		\$403.00	
28	Brighton Pl/Windy Way	54		\$403.00	

Trash Fund District Rates Continued

<u>District #</u>	<u>District Name</u>	<u># of Customers</u>	<u>Yard</u>	<u>FY 2027</u>	<u>Unit</u>
			<u>Waste N=No</u>	<u>Rate</u>	
29	Hickory Dale	208			\$403.00
30	Cypress Gardens	114			\$403.00
31	DuPont Manor	72			\$403.00
32	Garrisons Lake I	86			\$403.00
33	Lakewind	74	N		\$369.00
34	Woodshaven	147			\$403.00
35	Hazelwood	41			\$403.00
36	Hunter's Point	87			\$403.00
37	Artis Drive	62	N		\$369.00
38	North Magnolia	260			\$403.00
39	Brookfield	162			\$403.00
40	Baker's Choice	56			\$403.00
41	Stonegate	180			\$403.00
43	Green Briar	32			\$403.00
44	Wild Quail	181			\$403.00
45	Messina Hills	49			\$403.00
46	S. Camden	155			\$403.00
47	Persimmon Lane	57	N		\$369.00
48	Sandy Hills	177			\$403.00
49	Pleasant Woods	27	N		\$369.00
50	West Magnolia	50	N		\$369.00
51	Normansmeade	59			\$403.00
52	Foxhall/Courtside	34	N		\$369.00
53	Winmill	33			\$403.00
54	Winding Ridge	46			\$403.00
56	Riverview Estates	232			\$403.00
57	Jonathans Landing	204			\$403.00
58	Misty Pines	64			\$403.00
61	Carlisle Village IV	63			\$403.00
63	Church Creek	135			\$403.00
64	Meadow Ridge	30			\$403.00
65	Beaver Runne II	73			\$403.00
66	Magnolia Meadows	71			\$403.00

Trash Fund District Rates Continued

<u>District #</u>	<u>District Name</u>	# of Customers	Yard	FY 2027 Rate	Unit
			Waste N=No		
67	Moores Meadows	147		\$403.00	
68	The Orchards	197		\$403.00	
69	Bowers Beach	118		\$403.00	
70	Bailey's Subdivision	42	N	\$369.00	
71	Oaknoll	69		\$403.00	
72	Fields of Magnolia	51		\$403.00	
73	Pleasant Hill Farms	97		\$403.00	
74	Chimney Hills	221		\$403.00	
78	Village of Wild Quail	79		\$403.00	
79	Hunters Ridge	65		\$403.00	
81	Doe Run	31	N	\$369.00	
82	St. Jones Commons	145		\$403.00	
83	Cardinal Hill	70		\$403.00	
84	Rolling Meadows	85		\$403.00	
86	Twelve Oaks	42		\$403.00	
88	Planter's Woods	100		\$403.00	
90	Traybern	43		\$403.00	
91	Frederica West	56	N	\$369.00	
92	Wynn Wood	182		\$403.00	
93	Mount Vernon Ests.	81	N	\$369.00	
94	Jackson's Ridge	52	N	\$369.00	
95	Planters Run	80	N	\$369.00	
96	Pleasant Valley	40	N	\$369.00	
97	Stag Crossing	44	N	\$369.00	
98	Fernwood	73	N	\$369.00	
99	Burtonwood Village	96		\$403.00	
100	Chestnut Ridge	92	N	\$369.00	
101	Lakeshore Village	460		\$403.00	
102	Pheasant Pointe II	61		\$403.00	
103	Brenford Station	214		\$403.00	
104	Rockland Hills	84		\$403.00	
106	Grand Oaks	95		\$403.00	
107	Rockland West	45		\$403.00	

Trash Fund District Rates Continued

<u>District #</u>	<u>District Name</u>	# of Customers	Yard	FY 2027 Rate	Unit
			Waste N=No		
109	Otter Run	53	N	\$369.00	
110	Twin Willows	153		\$403.00	
111	Grandview Meadows	57	N	\$369.00	
112	Quail Landing	86		\$403.00	
113	Riverside	83		\$403.00	
114	Wicksfield	201		\$403.00	
115	Stonewater Creek	36	N	\$369.00	
116	Wolf Creek	35	N	\$369.00	
117	Irish Hill	105		\$403.00	
118	Weatherstone Crossing	195		\$403.00	
122	Heritage Trace	273		\$403.00	
123	Providence Hills	28		\$403.00	
124	Stone Ridge	81		\$403.00	
126	Country Fields	60		\$403.00	
127	Pinehurst Village	187		\$403.00	
128	Laureltown	118		\$403.00	
129	Point Landing	156		\$403.00	
130	Harmony Hill	31	N	\$369.00	
132	Estates at Wild Quail	79	N	\$369.00	
133	Longacre Village	234	N	\$369.00	
135	Brenford Woods	110		\$403.00	
136	Hampton Hills	76		\$403.00	
137	Jockey Hollow	210		\$403.00	
138	Satterfield	298	N	\$369.00	
139	Spring Meadow	245	N	\$369.00	
140	Meadows at Chestnut Ridge	118		\$403.00	
141	Townsend Fields	100	N	\$369.00	
142	Massey's Mill	59		\$403.00	
143	Olde Field Village	135	N	\$369.00	
144	Breeders Crown Farms	63		\$403.00	
145	Coursey's Pointe	202		\$403.00	
147	Reserve at Chestnut Ridge	463		\$403.00	
149	Timber Mill	86	N	\$369.00	

Trash Fund District Rates Continued

<u>District #</u>	<u>District Name</u>	# of Customers	Yard	FY 2027	Unit
			Waste N=No	Rate	
150	Pintail Point	38		\$403.00	
151	Champions Club	326	N	\$369.00	
152	Roesville	56		\$403.00	
153	Barrett Farm	69	N	\$369.00	
155	Deer Meadows	42		\$403.00	
156	Mount Friendship	24		\$403.00	
157	Village of Eastridge	182	N	\$369.00	
158	Willowwood	487	N	\$369.00	
159	Plymouth Place	86	N	\$369.00	
161	Hazel Farms	201	N	\$369.00	
163	Pickering Pointe	48		\$403.00	
164	Quail's Nest	101		\$403.00	
165	Hunters Run	40	N	\$369.00	
166	Lynnwood Village	42	N	\$369.00	
167	Dogwood Meadows	107	N	\$369.00	
168	Dickinson Creek	67	N	\$369.00	
169	Village of Noble Pond	584	N	\$369.00	
170	East Bay Point	38		\$403.00	
171	Woodfield	7		\$403.00	
172	Ponds of Willow Grove	90		\$403.00	
173	Robin Hill	18		\$403.00	
177	Green Hill Farms	96		\$403.00	
178	Alexanders Village	48		\$403.00	
180	Hidden Brook	193		\$403.00	
181	Forty Nine Pines	115		\$403.00	
183	Fork Landing West	126		\$403.00	
184	Cattail Creek	55		\$403.00	
185	Ests. Of Verona Woods	143	N	\$369.00	
186	Loganberry	153		\$403.00	
187	Auburn Meadows	170	N	\$369.00	
188	Big Oak	48		\$403.00	
189	Hatteras Hills	115	N	\$369.00	
190	Magnolia Estates	73		\$403.00	
191	Knollwood	41		\$403.00	

<u>District #</u>	<u>District Name</u>	<u># of Customers</u>	<u>Yard Waste N=No</u>	<u>FY 2027 Rate</u>	<u>Unit</u>
192	Pond View Estates	13		\$403.00	
194	Chaselynd	9	N	\$369.00	
198	Beaver Pond	29		\$403.00	

Section 12. The Statement Of Anticipated Trash Fund Revenues and Expenses for the Fiscal Year ending June 30, 2027, is as follows:

There are currently 160 Active Trash Fund Districts

Serving 18,813 Customers

<u>Revenues</u>	<u>FY 2027</u>
User Fees	\$ 7,402,900
Total Revenues	\$ 7,402,900
<u>Expenses</u>	
Insurance	\$ 700
Indirect Costs	\$ 58,500
Administrative Services	\$ 184,600
Office Supplies	\$ 400
Furniture & Equipment	\$ 376,200
Legal & Contractual Services	\$ 1,000
Operating Supplies	\$ 500
Utilities	\$ 1,300
Vehicle Expenses	\$ 7,000
Misc	\$ 100
Trash contractor fees	\$ 6,772,600
Total Expenses	\$ 7,402,900

Section 13. The Statement Of Anticipated Stormwater Management Revenues and Expenses for the Fiscal Year ending June 30, 2027, is as follows:

SWMD Billing Rates:

Residential	\$50/unit
Commercial	\$60/unit

Stormwater Management Fund Revenues & Expenses

Revenues

	<u>FY 2027</u>
User Fees	\$ 286,835
Total Revenues	\$ 286,835

Expenses

Contractual Services	\$ 286,835
Total Expenses	\$ 286,835

FY 2027 Budget Narrative

1. Whenever a supplemental or program request is submitted to Levy Court during the current budget year and exceeds \$1,000, a fiscal note explaining how the request will impact the adopted budget and how it will be funded in the future must be included.
2. Department heads may redistribute monies within their respective budgets from one minor code to another within the 5100-5190 or 5200-5250 or 5300-5900 groups without the approval of the County Administrator. Transfers are permitted between the specified groups of up to 10 percent per annum of the group total with the written approval of the County Administrator.
3. No funds in minor codes 5375-5390 may be encumbered for equipment unless said purchase was detailed in the department's approved budget request. An exception request may be submitted to the County Administrator for approval. The exception request must give details regarding the need for the requested alternative,
4. The County Administrator may approve intra-fund transfers of up to 5 percent annum. Budget amendments exceeding these conditions shall be referred to Levy Court. The required forms are available on the Levy Court channel on Teams or from the Finance Department and must be properly submitted and entered into the budget software before any funds may be encumbered.
5. Financial allocations to other governmental agencies or jurisdictions contained in this budget are subject to separate approval by Levy Court of a written agreement containing the specific obligations of the parties. Such budgeted allocations are subject to adjustment and may not apply to Community Service Grants.
6. The County is committed to full compliance with all required provisions of the Patient Protection and Affordable Care Act, Women's Health, and Cancer Rights Act of 1988, HIPPA, COBRA, protected health information, Fair Credit & Reporting Act, among others, and exercises all the legal protections afforded therein. Summaries of Benefits & Coverage and other required notices are located in the Kent County Human Resources Office and/or the Employment & Human Resources page of the Kent County Levy Court website.
7. The County is committed to full compliance with all nondiscrimination laws and wage and hour laws, including the Fair Labor Standards Act, and exercises all the legal protections afforded by it.
8. Employees shall be ineligible for reimbursement for any meals when on official County business or attending a training/educational program lasting no more than one day and located within the State of Delaware, unless said meal is included in the program registration cost. Employees attending such single-day programs or meetings outside the State of Delaware shall be eligible for reimbursement of actual meal costs, up to the amounts set by County policy, upon request and submission of actual receipts.
9. Mileage is computed at the prevailing U.S. General Services Administration (GSA) privately-owned vehicle mileage reimbursement rate for personal vehicle use on County business, with the primary work site or residence, whichever is closer to the destination, as the starting point. When a County vehicle is available, employees should use the County vehicle for such County business or receive the lower GSA reimbursement rate. The GSA rate in effect as of July 1, 2026, shall be used as the rate for reimbursement for the first six months of the County's 2027 fiscal year and the GSA rate in effect as of January 1, 2027, shall be used as the rate for reimbursement for the last six months of the fiscal year.
10. All employees shall receive electronically deposited paychecks, except those persons without a checking account or other reason approved by the Human Resources Director. Employees are paid every two weeks on Friday. If the normal payday is a holiday, then payday is on the workday before the holiday. Employees are paid one week in arrears.
11. The normal County work week is from 12 midnight on Sunday to 11:59 p.m. Saturday. The normal County office hours are 8:00 a.m. through 5:00 p.m. Monday through Friday, except for Kent County approved holidays and emergency closings.
12. The successor collective bargaining agreement approved by the members of CWA Local 13101, which represents members of the bargaining unit located at Kent County Wastewater Treatment Facility, and Levy Court, on December 20, 2022, will expire during fiscal year 2027 on December 31, 2026.
13. The successor collective bargaining agreement, approved on December 9, 2025, by the members of the AFSCME Council 81, Local 781, which represents non-supervisory paramedics, and Levy Court, will be in effect for the period from July 1, 2025, until June 30, 2030.

Section 14. FY2027 Budget Narrative

14. Employees assigned to positions that routinely require shift coverage or non-standard work hours are eligible for shift differential compensation based on hours physically worked during qualifying shifts. Shift differential compensation applies only to hours physically worked and does not apply during periods of leave or absence from work. Differential pay provisions support operational continuity, ensure adequate staffing coverage during evening and overnight hours, and assist in recruitment and retention for positions requiring non-traditional schedules.
 - a. Employees regularly scheduled for second shift assignments may receive \$0.50 per hour for covered hours worked during the designated shift period.
 - b. Employees assigned to the third shift (12:00 a.m. - 8:00 a.m.) may receive \$0.75 per hour for covered hours worked during eligible overnight shifts.
 - c. Employees working extended 12- or 14-hour shifts may receive \$0.85 per hour for qualifying second shift coverage (7:00p.m.-7:00a.m. or 6:00 p.m. to 8:00 a.m.).
 - d. Early start times prior to 8:00 a.m. or extended work hours beyond 5:00 p.m., by themselves, do not qualify for shift differential compensation.
 - e. Shift differential practices may vary for employees covered under collective bargaining agreements in accordance with negotiated contract provision.
15. Any employee approved for on-call pay for a given week shall receive payment as follows:
 - a. Information Technology and Facilities Management — \$150 for each week assigned.
 - b. Emergency Communications Division (non-salaried employees) — \$40 for each day assigned, to be available to report for duty during the assigned 24-hour period. If the assigned employee fails to report when called to work or is on scheduled vacation or lengthy FMLA-qualifying absence, the on-call pay will be forfeited.
 - c. A different rate may apply to members of a collective bargaining unit.
16. In accordance with the collective bargaining agreement with AFSCME Council 81, Local 781, an employee designated as a Field Training Officer shall be compensated an additional \$2 per hour for time spent with a student/candidate.
17. An employee designated as a Communications Training Officer shall be compensated an additional \$2 per hour for time spent with a student/candidate.
18. Any elected County officers, including members of Levy Court and Row Officers, shall receive an annual salary of \$39,284, in addition to other employee benefits payable in such a manner as other Kent County employees. Appointed County officers (Chief Deputy and Deputy positions) shall be compensated in such a manner as prescribed by County policy. Members of Levy Court-appointed boards and commissions with approved by-laws providing for compensation shall receive \$150 per meeting, but no employee benefits. The chairperson, or in his/her absence the acting chairperson, of each board or commission shall be compensated \$175 per meeting. No board or commission member is permitted to spend more than 10 hours per week in preparation for or performing his/her official duties. After appointment, such member(s) shall promptly submit all employment-related forms to the Human Resources Office, or such appointment shall be considered voluntary service to the community without compensation. Compensation will generally be paid on a quarterly basis with appropriate documentation of attendance only when the board or commission transacts official business related to its purpose and the meeting is of notable duration.
19. As provided in County policy as amended from time to time and by applicable plan documents, each full-time employee shall be eligible for coverage under the County's approved health insurance program, dental insurance program, life insurance program(s), long-term disability insurance program and travel accident insurance program. Effective 7/1/2026, employees enrolling in offered health insurance coverage shall pay 7% per month of premium (phantom rate) in advance for individual coverage or as provided in County policy. Employees waiving health insurance coverage shall receive \$100 per month cash back for opting out of the health insurance plan, upon presentation and maintenance of evidence of comparable health insurance coverage provided by some other source. In addition to individual coverage rates, employees may purchase offered health insurance coverage for dependents at established rates, per month in advance or as established by motion of the Levy Court.
20. As provided by the Retiree Benefits ordinance as amended from time to time and applicable plan documents, participants will be eligible for coverage under the County's approved health insurance program, dental insurance program and retiree life insurance program. Effective 7/1/2026, non-Medicare-eligible retirees enrolling in offered health insurance coverage shall pay 7% per month of premium (phantom rate) or, as provided in County policy, one month in advance for individual coverage. Medicare-eligible retirees and dependents must be covered under the

Section 14. FY2027 Budget Narrative

Medicare Supplement Plan and shall submit sufficient evidence of Medicare enrollment, including Part A and Part B, to the Human Resources Office at least 30 days before the effective date or eligibility for retiree/dependent benefits may be withdrawn. Participants waiving health insurance coverage shall receive \$100 per month cash back for opting out of the health insurance plan, upon presentation and maintenance of evidence of comparable health insurance coverage provided by some other source. In addition to the individual coverage rate, retirees may purchase offered health insurance coverage for dependents at established rates per month in advance, or as established by motion of the Levy Court.

21. Employees and retirees must pay the Levy Court-established nominal premium for dental benefits and may purchase dependent coverage at the Levy Court-established family rate, payable in advance as established by motion of the Levy Court, or opt out of dental coverage completely.
22. This Adopted Budget reflects the Fiscal Year 2027 recommendation of \$4,614,843, based on the annual actuarial valuation report by Milliman Inc., in compliance with GASB 67/68, to the Kent County Employee Pension Fund for Fiscal Year 2027. The budgeted General Fund portion of the Fiscal Year 2027 pension contribution is \$3,576,503 and the budgeted Sewer Fund portion is \$1,038,340. Kent County will make contributions to the pension fund on behalf of its employees under the IRS employer pick-up provision. Eligible employees hired before December 21, 2010, have one percent (1%) of base salary deducted over 26 pay periods for this purpose. Eligible employees hired between December 21, 2010, and December 31, 2019, shall have three percent (3%) of base salary over \$6,000 deducted over 26 pay periods. Eligible employees hired on or after January 1, 2020, shall have five percent (5%) of base salary over \$6,000 deducted over 26 pay periods. Employees may not make direct contributions to the pension plan.
23. This Adopted Budget reflects the Fiscal Year 2027 recommendation of \$3,437,166 based on the biennial actuarial valuation report by Milliman, Inc., in compliance with GASB 74/75, to the Kent County Other Post-Employment Benefit Fund for Fiscal Year 2027. The budgeted General Fund contribution for Fiscal Year 2027 is \$2,677,946 and the budgeted Sewer Fund contribution is \$759,220.
24. Funding has been included for anticipated career ladder promotions, longevity, other appropriate promotions and stipends or wage rate adjustments per policy, temporary/part-time and executive position employment agreements, and approved expenses required to achieve, maintain, or comply with new, enhanced, or additional licensing or certification requirements due to State and/or Federal regulation/law or changes to Position Description. The tenure of employees shall, among other things, be subject to necessity for the performance of work and the availability of funds.
25. In accordance with Ordinance 26-02, funding has been included for increased longevity awards. Regular employees shall receive an annual award for continuous County service as follows:
 - a. \$1,000 for 5 to 9 years
 - b. \$1,500 for 10 to 14 years
 - c. \$2,000 for 15 to 19 years
 - d. \$2,500 for 20 to 24 years
 - e. \$3,000 for 25 to 29 years
 - f. \$3,500 for 30 to 34 years
 - g. \$4,000 for 35 to 39 years
 - h. \$4,500 for 40 to 44 years
 - i. \$5,000 for 45 or more years
26. Effective July 1, 2026, all classified and unclassified employees shall receive a three percent (3%) cost-of-living adjustment and the pay ranges contained in the approved pay classification system shall increase to reflect the three percent (3%) cost-of-living adjustment. Said increase to hourly and annual rates will be applied in a manner consistent with the personnel ordinance and payroll software capabilities.
27. Retirees will receive a one percent (1%) cost-of-living adjustment in Fiscal Year 2027.
28. Effective July 1, 2026, as provided in the County employees' pay classification system, each classified and unclassified employee with at least one fiscal year, but not less than nine months of County service and not on an existing or pending Performance Improvement Plan, shall be eligible to advance one STEP (2%); each classified and unclassified employee with no more than one day less than nine months but not less than three months of County service and not on an existing or pending Performance Improvement Plan shall advance one half STEP (1%); each classified and

Section 14. FY2027 Budget Narrative

unclassified employee with not more than one day less than three months of County service shall not receive any STEP advancement. Such STEP increases shall not exceed the maximum pay rate for the assigned grade, except for unclassified employees.

29. Salaries have been budgeted for temporary, part-time, contracted, hourly, and seasonal employees. Wages for such employees shall be determined by the Department Head, in consultation with the Human Resources Director and the County Administrator. Such employees shall not work more than 25 hours in any workweek, unless prior approval is obtained from the Human Resources Director. Any increase in the average weekly hours shall not extend beyond a seasonal duration.
30. Funding is included for an ongoing Paramedic Trainee Program for up to six (6) students as provided by County policy when approved by Levy Court.
31. Funding has been included in the General Fund for the reclassification of the Director of Finance position from grade 2134 to grade 2135, the Assistant Director of Finance position from grade 2128 to grade 2129, the Deputy Register of Wills position from grade 2115 to grade 2116, the Chief Deputy Register of Wills position from 2118 to 2119, the Director of Planning position from grade 2133 to grade 2134, and the Assistant Director of Planning position from grade 2127 to grade 2128. A vacant Planner I position in the Planning division has been reclassified as an Inspections & Permitting Specialist in the Inspections & Enforcement division. In the Facilities Management division, a Maintenance Worker III, grade 2115, has been reclassified as a Lead Maintenance Worker, grade 2116 and two vacant Custodian positions have been reclassified as one Maintenance Worker I position. Funding has also been included for an additional Assessor I position in the Assessment division.
32. Funding has been included in the Sewer Fund for the reclassification of (3) Maintenance Worker positions to (3) Maintenance Mechanic positions, the Engineer GIS Tech II position from grade 2116 to grade 2117, the Engineer GIS Tech II position from grade 2116 to grade 2117, the Office Support Specialist II position, grade 2114, to the Engineer Services Administrator position, grade 2117, and the Engineer Services Administrator position, grade 2117, to the Engineer Services Supervisor position, grade 2118.
33. The Sewer Fund budget for FY27 is based on the following rates:
 - Uniform rate; district users - \$127.34 per EDU
 - Uniform rate; contract users - \$4.24 per 1,000 gallons of flow
 - Hauler (septage) fee - \$98.50 per 1,000 gallons
 - DSWA Rate - \$23.42 per 1,000 gallons
34. Effective July 1, 2026, the fee for purchasing a "Drop-In Punch Card", redeemable for ten (10) individual sessions of any drop-in program at the Kent County Recreation Center, will increase from \$20 to \$25 per card.

INTRODUCED BY: Allan F. Angel
DATE INTRODUCED: June 9, 2026
PUBLIC HEARING DATE: July 21, 2026
PUBLIC HEARING TIME: 7:00 p.m.
ADOPTION DATE:
EFFECTIVE DATE: Upon Adoption

**Ordinance LC26-04
Ethics**

An Ordinance to

(1) Replace Kent County Code, Vol. II, CHAPTER 41 ETHICS, CODE OF WITH KENT COUNTY CODE RELATING TO ETHICS, POST-EMPLOYMENT RESTRICTIONS, AND STANDARDS OF CONDUCT by repealing and replacing the current language in its entirety and

(2) Delete Kent County Code, Vol. II, CHAPTER 68 PERSONNEL POLICY § 68-7 Vacancies, recruitments and appointments, Section H in its entirety.

WHEREAS

The Levy Court finds that public confidence in County government requires clear, enforceable ethical standards; and

The State of Delaware has established ethics requirements under Title 29, Chapter 58; and

Kent County desires to adopt those standards and supplement them with additional local safeguards;

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

Section 1. That the existing Kent County Code, Vol. II, Chapter 41 ETHICS, CODE OF be replaced with Kent County Code, Vol. II, CHAPTER 41 OF THE KENT COUNTY CODE RELATING TO ETHICS, POST-EMPLOYMENT RESTRICTIONS, AND STANDARDS OF CONDUCT by deleting the current language in its entirety and replacing it with the following underlined language:

Chapter 41 — Ethics and Standards of Conduct

§ 41-1. Adoption of State Ethics Law.

A. Incorporation by Reference

Kent County adopts and incorporates by reference Title 29, Chapter 58 of the Delaware Code, as amended, as the governing ethics standards for County officers, employees, and appointed officials.

B. Applicability

All County elected officials, appointed officials, employees, and members of boards, commissions, and committees are subject to the code of conduct, conflict-of-interest, financial disclosure, gift, post-employment, advisory opinion, and complaint requirements and procedures set forth in Title 29, Chapter 58.

C. Enforcement

Enforcement authority remains with the Delaware Public Integrity Commission in accordance with the procedures outlined in Title 29, Chapter 58.

§ 41-2. Supplemental Local Standards.

The following provisions supplement and do not replace State law.

A. General Ethical Conduct

Officials and employees shall conduct themselves so as to maintain public confidence and avoid both actual impropriety and the appearance of impropriety.

B. Prohibition on Nepotism

1. No official or employee shall participate in or influence any decision relating to the hiring, evaluation, promotion, discipline, assignment, or compensation of a relative.
2. A relative shall be defined in accordance with §5806A. of Title 29 as amended to include:
 - a. A person's spouse or domestic partner
 - b. A person's parent, stepparent, child, or stepchild
 - c. The parent, stepparent, child, or stepchild of a person's spouse or domestic partner
 - d. A person's grandparent or grandchild
 - e. A person's sibling
 - f. The spouse of a person's child
 - g. A minor child for whom the person has assumed and carried out parental responsibilities
3. No employee shall be placed in a position of direct supervision over a relative.
4. Relatives must be disclosed to Human Resources within thirty (30) days of hire or occurrence.
5. If a supervisory conflict question arises, Human Resources, in consultation with the County Administrator, applicable department heads, and the County Attorney's office (as

necessary) shall determine appropriate reassignment or structural safeguards consistent with operational needs.

C. Procurement Conflict Certification

Individuals participating in bid or proposal evaluations above thresholds set by County policy must execute a written conflict-of-interest certification before participation. All conflicts of interest with relatives (as defined herein) shall be disclosed. For projects requiring sealed bids, a relative having an interest in the entity bidding shall not preclude the bidder from receiving the awarded conflict provided that all conflicts of interest are disclosed. For non-competitive bidding, such as professional services, all conflicts of interest must be disclosed and no relative shall participate in the selection process.

§ 41-3. County-Specific Post-Employment Restrictions.

In addition to State post-employment restrictions:

A. Two-Year Representation Restriction

No former County employee shall, within two (2) years after separation, represent or assist a private entity before Kent County in connection with any matter in which the employee participated personally and substantially during County service.

B. One-Year Cooling-Off for Senior Personnel

For one (1) year after separation, no former Department Head, Division Director, Procurement Officer, or employee with final decision-making authority shall accept employment with or compensation from a private entity if:

1. The entity had a contract, regulatory approval, development application, or procurement pending before the employee during their final year of service; and
2. The employee exercised discretionary authority affecting that entity.

C. Confidential Information

Officials and employees shall not use or disclose confidential information (e.g. site acquisition, collective bargaining, litigation, or personnel matters) acquired during County service for personal benefit or for the benefit of any private party.

D. Contracting Prohibition

No former employee may assist a private party in securing a County contract where the employee was directly involved in drafting specifications, evaluating proposals, negotiating terms, or approving the contract.

E. Waiver Authority

The County Attorney may issue written advisory guidance regarding the applicability of this section; however, enforcement authority remains with the Public Integrity Commission.

§ 41-4. Ethics Training.

All officials and employees shall certify completion of ethics training as approved by the County Administrator every two years and upon swearing-in, appointment, or hiring.

§ 41-5. Consequences.

A confirmed violation of Title 29 or this Chapter shall constitute grounds for discipline under County personnel policy, up to and including reprimand or censure, termination, removal from boards, or other penalties or remedies as sanctioned in Title 29 Chapter 58.

§ 41-6. Review.

This chapter of the Kent County Code shall be reviewed by the Levy Court each 5 years and changes or updates shall be made in accordance with standing procedures for the adoption of County Code.

§ 41-7. Severability.

If any provision is invalid, the remainder shall remain in effect.

Section 2. 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 3. 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 repeals and reenacts Chapter 41, Ethics, Code of to explicitly incorporate Title 29, Chapter 58 of the Delaware Code, as amended, as the governing ethics standards for County officers, employees, and appointed officials and includes specific ethics standards for Kent County elected officials and employees. This ordinance also deletes Chapter 68, Personnel Policy § 68-7 H. with incorporation of that policy in Chapter 41.



OFFICE OF THE COUNTY ADMINISTRATOR

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, Tenant 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 June 1, 2046 (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 its 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 June 1, 2026 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 June 1, 2026 on the 1st of June 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 April 1st of any year which Tenant is converting from full payment to monthly payments for the upcoming year commencing on June 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 June 1, 2036 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 untenable 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 (2026-2036). 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 2036-2046) 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	<u>Real Property Administrator</u> <u>Division of Facilities Management</u> <u>Office of Management and Budget</u> <u>Haslet Armory</u> <u>122 Martin Luther King Jr. Blvd.</u> <u>Dover, DE 19901</u>
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With a copy:

TO TENANT	<u>Delaware State Police</u> <u>1441 N. DuPont Highway</u> <u>Dover, DE 19901</u>
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TO LANDLORD	<u>Kent County Levy Court</u> <u>555 Bay Road</u> <u>Dover, DE 19901</u> <u>Attn: County Administrator</u>
-------------	---

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) ATTORNMEN

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: _____
Kevin R. Sipple, County Administrator

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.

<u>Frequency</u>	<u>Task</u>
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



Commission Members
Hon. Joanne Masten, President
Hon. Robert J. Scott, Vice President
Hon. Allan F. Angel
Hon. Jeffrey W. Hall
Hon. Paul Hertz
Hon. Terry L. Pepper
Hon. George "Jody" Sweeney

Kent County
Administrative Complex
555 Bay Road
Dover, Delaware 19901
(Accessible)
(302) 744-2305
FAX: (302) 736-2279

**RESOLUTION NO. 4172
OPPOSITION TO SENATE SUBSTITUTE NO. 2 FOR SENATE BILL 23 –
THE HOUSING FOR EVERY DELAWAREAN ACT**

WHEREAS, Senate Bill 23, known as "The Housing for Every Delawarean Act," and any substitute or amendment thereto, proposes significant amendments to Titles 9, 22, and 29 of the Delaware Code relating to comprehensive planning, zoning, housing supply, and land use regulation; and,

WHEREAS, the Kent County Levy Court recognizes the importance of expanding housing opportunities and acknowledges the challenges associated with affordable housing throughout the State of Delaware; and,

WHEREAS, Kent County has already undertaken significant local zoning and planning reforms intended to increase housing supply, improve housing diversity, and reduce barriers to residential development, including permitting accessory dwelling units by right, allowing additional housing types, reducing lot sizes and setbacks within designated growth areas, eliminating minimum parking requirements, and adopting other locally developed reforms; and

WHEREAS, Senate Joint Resolution No. 8 established a voluntary technical assistance pilot program intended to assist local governments in modernizing zoning ordinances and supporting housing development, and Kent County believes these collaborative efforts should be afforded sufficient time to demonstrate effectiveness before additional statewide mandates are imposed; and,

WHEREAS, Senate Substitute No. 2 for Senate Bill 23 would require counties and municipalities to incorporate affordable housing plans into their comprehensive plans and establish measurable strategies and objectives intended to achieve a target of twenty percent (20%) affordable housing inventory within local jurisdictions; and,

WHEREAS, the proposed legislation would require local governments to implement mandatory zoning and land use measures, including increases in residential density, authorization of additional housing types, modifications to bulk

and dimensional standards, and administrative approval processes for certain residential developments; and,

WHEREAS, Senate Bill 23 reduces the current timeframe for counties to complete rezoning actions following adoption of a comprehensive plan from eighteen (18) months to twelve (12) months and establishes procedures requiring approval of certain rezoning applications if the County does not complete rezoning actions within the prescribed timeframe; and,

WHEREAS, zoning is a legislative act with parcel-level consequences, and Kent County remains concerned that treating comprehensive plan hearings as satisfying future zoning or rezoning hearing requirements blurs the distinction between long-range planning and legislative zoning actions, reduces focused public participation on actual zoning changes, and may expose local governments to unnecessary legal risk; and

WHEREAS, the proposed legislation further establishes “by-right” residential development approval processes that supersede certain existing public hearing requirements for qualifying residential and mixed-use developments; and,

WHEREAS, Kent County Levy Court further believes that local governments are in the best position to evaluate infrastructure capacity, traffic impacts, environmental concerns, agricultural preservation, public safety considerations, and community planning objectives unique to their respective jurisdictions; and,

WHEREAS, Kent County Levy Court remains concerned that Senate Substitute No. 2 for Senate Bill 23, in its current form, creates legal uncertainty, imposes substantial administrative and implementation burdens upon local governments, limits local flexibility in planning and zoning decisions, and reduces opportunities for meaningful public participation regarding development proposals impacting local communities; and,

WHEREAS, Kent County Levy Court believes that affordable housing solutions should continue to be developed collaboratively between State and local governments in a manner that preserves local planning authority and provides flexibility for counties and municipalities to address housing needs based upon their individual circumstances and community priorities.

NOW, THEREFORE, BE IT RESOLVED that the Kent County Levy Court hereby opposes Senate Substitute No. 2 for Senate Bill 23 in its current form; and,

BE IT FURTHER RESOLVED that the Kent County Levy Court respectfully requests that the Delaware General Assembly delay further action on this legislation and continue working collaboratively with counties, municipalities, developers, housing advocates, and other stakeholders to develop balanced and flexible solutions that address affordable housing needs while preserving local planning and zoning authority; and,

BE IT FURTHER RESOLVED that the Kent County Levy Court supports housing policy reforms that increase housing supply, improve predictability, and remove unnecessary barriers to residential development when such reforms are clearly drafted, legally sound, aligned with locally designated growth areas, and capable of practical implementation by local governments; and

BE IT FURTHER RESOLVED that copies of this Resolution shall be transmitted to the members of the Delaware General Assembly, the Governor of the State of Delaware, and other appropriate State officials for consideration during deliberations on Senate Substitute No. 2 for Senate Bill 23; and,

AND, BE IT FURTHER RESOLVED that this Resolution shall be incorporated into the official minutes and records of the Kent County Levy Court upon its adoption. ADOPTED this 9th day of June 2026.

Joanne Masten, President

Robert J. Scott, Vice-President

Allan F. Angel, Commissioner

Jeffrey W. Hall, Commissioner

Paul Hertz, Commissioner

Terry L. Pepper, Commissioner

George "Jody" Sweeney, Commissioner

Kent County



Levy Court

Commission Members
Hon. Joanne Masten, President
Hon. Robert J. Scott, Vice President
Hon. Allan F. Angel
Hon. Jeffrey W. Hall
Hon. Paul Hertz
Hon. Terry L. Pepper
Hon. George "Jody" Sweeney

Kent County
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555 Bay Road
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RESOLUTION NO. 4173

OPPOSITION TO HOUSE BILL 450 – THE REFORMING OPPORTUNITIES AND ACCELERATED DEVELOPMENT FOR DELAWARE ACT (“ROAD-DE ACT”)

WHEREAS, House Bill 450, known as the “Reforming Opportunities and Accelerated Development for Delaware Act” (“ROAD-DE Act”), has been introduced in the Delaware General Assembly to amend Titles 9, 17, 22, and 29 of the Delaware Code relating to land use, transportation infrastructure, traffic impact studies, residential density requirements, and development permitting; and,

WHEREAS, the Kent County Levy Court recognizes the importance of efficient permitting processes, transportation planning, economic development, infrastructure investment, and responsible growth throughout the State of Delaware; and,

WHEREAS, Kent County supports reasonable efforts to modernize permitting systems, improve intergovernmental coordination, and encourage economic development and housing opportunities within the County; and,

WHEREAS, Kent County Levy Court believes that local governments are in the best position to evaluate land use, transportation impacts, infrastructure capacity, public safety concerns, agricultural preservation, environmental considerations, and community planning objectives unique to their respective jurisdictions; and,

WHEREAS, House Bill 450 would further require counties and municipalities to establish minimum residential density requirements of no less than four (4) dwelling units per acre within designated growth areas ; and,

WHEREAS, Kent County Levy Court believes that residential density decisions should remain under local control and should be determined based upon existing infrastructure capacity, transportation networks, emergency services, school impacts, environmental considerations, agricultural preservation priorities, and the character of surrounding communities; and,

WHEREAS, the proposed legislation would establish transportation impact fees administered by the Delaware Department of Transportation and would authorize

the State to determine how transportation impact fee revenues are used if counties or municipalities fail to adopt local ordinances consistent with the mandates established under the Act; and,

WHEREAS, Kent County Levy Court is concerned that, as drafted, the transportation impact fee provisions could be read less as fee administration provisions and more as an enforcement mechanism to compel local adoption of the Act's density and traffic study requirements; and,

WHEREAS, Kent County Levy Court is concerned that the proposed legislation significantly expands State authority over local land use, zoning, and development review processes in a manner that undermines local legislative authority, meaningful public participation, and the County's ability to implement its adopted Comprehensive Plan; and,

WHEREAS, Kent County Levy Court remains concerned that the mandatory requirements contained within the ROAD-DE Act may create unintended financial, infrastructure, transportation, and operational burdens upon local governments and taxpayers without sufficient consideration of varying local conditions across the State of Delaware.

NOW, THEREFORE, BE IT RESOLVED that the Kent County Levy Court hereby opposes House Bill 450, known as the "Reforming Opportunities and Accelerated Development for Delaware Act" ("ROAD-DE Act"), in its current form; and,

BE IT FURTHER RESOLVED that the Kent County Levy Court respectfully requests that the Delaware General Assembly work collaboratively with counties, municipalities, transportation officials, developers, and other stakeholders to identify balanced solutions that improve permitting efficiency and support responsible development while preserving local planning and zoning authority; and,

BE IT FURTHER RESOLVED that copies of this Resolution shall be transmitted to the members of the Delaware General Assembly, the Governor of the State of Delaware and other appropriate State officials for consideration during deliberations on House Bill 450; and,

BE IT FURTHER RESOLVED that this Resolution shall be incorporated into the official minutes and records of the Kent County Levy Court upon its adoption.

ADOPTED this 9th day of June, 2026.

Joanne Masten, President

Robert J. Scott, Vice-President

Allan F. Angel, Commissioner

Jeffrey W. Hall, Commissioner

Paul Hertz, Commissioner

Terry L. Pepper, Commissioner

George "Jody" Sweeney, Commissioner

INTRODUCED BY: Jeffrey W. Hall
DATE INTRODUCED: June 9, 2026
PUBLIC HEARING DATE: _____
PUBLIC HEARING TIME: 7:00 P.M.
ADOPTION DATE: _____
EFFECTIVE DATE: Upon Adoption

ORDINANCE – LC26-10

An Ordinance to amend the Comprehensive Plan Map Designation and the Official Zoning Map of Kent County, Delaware pursuant to the provisions of Kent County Code, Vol. II, Chapter 205 Zoning, Article III, Section 205-8 and Section 205-9, and Article XXVIII (changes and amendments) effective December 01, 2000, as amended.

WHEREAS, on the 20th day of April 2026 an application was filed by property owner of record known as Joseph Lewis IV & Christina L. Taylor, for rezoning of Tax Parcel; MN-00-187.00-01-45.00/000; which application has been designated as Application No. CZ-26-02 and,

WHEREAS, a Public Hearing will be scheduled before the Regional Planning Commission and

WHEREAS, a Business Meeting will be scheduled before the Regional Planning Commission beginning and

WHEREAS, a Public Hearing will be scheduled before the Levy Court.

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

Section 1. The Comprehensive Plan Map for Kent County, Delaware is hereby amended by revising the land use designation for Tax Parcel; MN-00-187.00-01-45.00/000 from Low Density Residential to Neighborhood Commercial. The referenced Tax Parcel forms the area of 85.6 Acre +/- of land (Area of Petition: 1.0 +/-Acres) located on the south side of Hammondtown Rd., approx. 550 ft. east of Farmington Rd., north of Farmington.

Section 2. That the Official Zoning Map of Kent County, Delaware is hereby amended by rezoning Tax Parcel; MN-00-187.00-01-45.00/000; from AR (Agricultural Residential) to BN (Neighborhood Business). The referenced Tax Parcel forms the area of 85.6 Acre +/- of land (Area of Petition: 1.0 +/-Acres) located on the south side of Hammondtown Rd., approx. 550 ft. east of Farmington Rd., north of Farmington.

Section 3. 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.

ADOPTED BY THE LEVY COURT
OF KENT COUNTY, DELAWARE

President, Kent County Levy Court
This ____ Day of _____ 2026

ATTEST: _____
Clerk of the Peace

Synopsis: This ordinance revises the Comprehensive Plan Map land use designation, and the Official Zoning Map for Tax Parcel; MN-00-187.00-01-45.00/000 for Commercial development.

INTRODUCED BY: Jeffrey Hall
 DATE INTRODUCED: June 9, 2026
 PUBLIC HEARING DATE: July 21, 2026
 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											
<u>Data Center</u>										<u>PC</u>	<u>PC</u>

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 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.



Kent County
Department of Public Works

MEMORANDUM

DATE: June 9, 2026
TO: Levy Court Commissioners
VIA: Kevin Sipple, County Administrator
FROM: Sam Bautista, P.E., Public Works Director 
RE: **FY2026 GENERATOR REPLACEMENTS AWARD**
FIDELITY POWER SYSTEMS \$124,963.00

The FY 2026 Generator Replacements Project is for the replacement of emergency standby generators at two pumping stations (LS #4A and PS #26) and installation of one new generator (PS #45). These generators were identified as part of inventories and inspections provided to DNREC, as part of the Conciliation Agreement.

An "Invitation to Bid" for the purchase and delivery of three (3) emergency diesel generators including load bank testing and start-up services was advertised on April 24, 2026, and April 29, 2026, in the Delaware State News. Bid documents were requested by three (3) generator vendors and nine (9) contract monitoring services. No addendums were issued during this bid. Staff spoke with multiple vendors and were expecting to receive multiple bids. At the bid opening on May 21, 2026, only one (1) bid was received from Premium Power Services LLC, in the total amount of \$124,963.00 to provide Kohler generators. (The bid includes an add alternate for a Transfer Switch for the new installation.) No bids were received from Cummins Power or Fidelity Power Systems.

These generators will be installed by the County electricians with assistance of the current General Labor and Equipment contractor. Other project expenses include crane rentals, electrical materials, and concrete pad replacement(s).

Based on the available funding, the Department of Public Works recommends the following motions:

1. **"Move to award the purchase of two (2) replacement generators and one (1) new generator w/transfer switch to Premium Power Services LLC in the amount of \$124,963.00 using sewer fund contingency, AND**
2. **"Move to authorize issuance of the purchase order for the purchase."**

Reviewed and concurred:




Susan Durham, CPA, Finance Director



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

INTRODUCED BY: Terry L. Pepper
 INTRODUCTION DATE: May 26, 2026
 PUBLIC HEARING DATE: July 7, 2026
 PUBLIC HEARING TIME: 7:00 PM
 ADOPTION DATE: _____
 EFFECTIVE DATE: Upon Adoption

ORDINANCE LC25-24

An Ordinance amending The Code of Kent County, State of Delaware, Volume I, Chapter 128 (Fees), Article XI (Fees Enumerated), §128-49 (Meeting Room Fee Schedule) to implement a routine housekeeping update, incorporating updated terms, facility names, procedures, and potential rental fee increases.

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

Section 1. That Article XI. Fees Enumerated, §128-49, Meeting Room Fee Schedule is hereby amended by deleting the language identified in brackets and strike-through, and adding underlined language as follows:

§128-49 Meeting Room Use and Fee Schedule [Added 5-12-2009 by Ord. No. 09-09]

~~Meeting room space in any County building or facility may be used, or reserved by individuals and groups that are not part of the Kent County government organization for a fee in accordance with the following schedule:~~

A. Purpose. The purpose of this section is to establish guidelines and fees for the use of County meeting rooms by external organizations.

B. Eligibility. Meeting rooms may be reserved by non-profit corporations, government agencies, and civic organizations as defined by Delaware code. Reservations are subject to availability and compliance with County policies.

C. Fee Schedule. The following fees apply to the use of County meeting rooms:

~~[A]D. Kent County Administrative Complex [County Complex]~~ at 555 Bay Road, Dover, Delaware. [Amended 9-24-2019 by Ord. No. 19-19]

<u>Room</u>	<u>Base Rental (per hour)</u>	<u>Optional Support Staff Fee (per hour)</u>
<u>Levy Court Chamber*</u>	<u>\$60</u>	<u>\$40</u>
<u>Room 220</u>	<u>\$50</u>	<u>\$40</u>
<u>Room 221**</u>	<u>\$35</u>	<u>\$40</u>

Room Location	Base Rental	[With PA System]	With Audio-Visual Equipment	Reference Section
Levy Court Chamber*	\$40/hour	[\$55/hour]	[\$60] \$80/hour	<u>§ 4-1.C</u>
[Room 117**]	[\$20/hour]	{n/a}	{n/a}	
[Room 126**]	[\$20/hour]	{n/a}	{n/a}	
Room 220	\$30/hour	[\$45/hour]	[\$50] \$60/hour	<u>§ 128-49.A</u>
Room 221**	\$20/hour	{n/a}	[\$35] \$40/hour	<u>§ 128-49.A</u>

*The Levy Court Chamber may be authorized for use by state or [other government-affiliated agencies](#).

**~~[After]~~ 5:00 p.m. – 8:00 p.m., [Monday through Thursday](#), nonprofit and civic organizations are exempt from ~~[the fees associated with usage of Rooms [117, 126 and] 221 (without audio-visual equipment) [and the Library Conference Room.]]~~ [the base rental fees for Room 221.](#)

[E. Support Staff Fee.](#) All meeting rooms are equipped with audio-visual equipment. The base rental fee applies regardless of equipment usage. If support staff is requested or required to be present for the duration of the meeting or event to assist with setup, operation, or troubleshooting of equipment, an additional hourly support staff fee of \$40 shall apply.

[F. Usage and Fee Waivers and Extended Building Hours.](#) The Building may be opened beyond the designated times by the County Administrator or by majority vote of the Levy Court upon special request. When deemed appropriate, the County Administrator or a majority vote of the Levy Court may waive fees or usage policies for these spaces. ~~and if a Levy Court Commissioner reserves a room to sponsor a group, the fee shall be waived provided the sponsoring Commissioner attends the meeting.~~

[Other County Facilities with Meeting Rooms:](#)

[G. EMS Conference Room at 911 Public Safety Boulevard, Dover, Delaware.](#)

- (1) Affiliated public safety, police, fire, EMS, and emergency services groups: no charge.
- ~~(2) All other outside groups: \$30/hour.~~

[H. EMS Conference Room at Wheatley Pond Road Center, Smyrna, Delaware.](#)

- (1) Affiliated public safety, police, fire, EMS, and emergency services groups: no charge.
- ~~(2) All other outside groups: \$20/hour.~~

I. Kent County Public Library Conference Room, Dover, Delaware.

(1) Affiliated library services support groups: no charge.

(2) All other outside groups: \$30/hour. Pending availability. [A]after 5:00 p.m., nonprofit and civic organizations are exempt from the fees associated with usage of the Library Conference Room.

Section 3. This ordinance shall become effective _____.

Section 4. If any section, paragraph, sentence, clause, or phrase of this Ordinance shall be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this Ordinance which shall continue in full force and effect; and to this end, the provisions of this Ordinance are hereby declared to be severable.

ADOPTED BY THE LEVY COURT
OF KENT COUNTY, DELAWARE

PRESIDENT, KENT COUNTY LEVY COURT
THIS ____ DAY OF ____, 2025

ATTEST: _____
CLERK OF THE PEACE

SYNOPSIS

This Ordinance amends The Code of Kent County, State of Delaware, Volume I, Chapter 128 (Fees), Article XI (Fees Enumerated), §128-49 (Meeting Room Fee Schedule) to implement a routine housekeeping update. Key revisions include:

Removal of Rooms 117 and 126 from the schedule due to their unavailability

Updated base rental fees for the Levy Court Chamber (\$60/hour), Room 220 (\$50/hour), and Room 221 (\$35/hour)

Addition of meeting room fee schedules for EMS Conference Rooms (911 Public Safety Boulevard and Wheatley Pond Road Center) and the Kent County Public Library Conference Room

Introduction of a standardized optional support staff fee of \$40/hour, applicable when technical assistance is requested or required for the duration of a meeting or event

Clarification that all rooms are equipped with audio-visual equipment, and the base rental fee applies regardless of equipment usage

Aligned eligibility to non-profit and civic organizations and government agencies as defined by Delaware code

Refined exemption language for nonprofit and civic organizations, applicable only to Room 221 and the Library Conference Room after 5:00 p.m., subject to availability

Updated facility names and references for consistency across County documents

Authorization for the County Administrator or Levy Court to waive fees or extend building hours under specific conditions

These updates ensure consistency across County facilities, reflect current operational practices, and improve transparency in meeting room rental procedures.

STATE OF DELAWARE)

SS

COUNTY OF KENT)

TO THE DIRECTOR OF FINANCE / COUNTY TREASURER OF KENT COUNTY

GREETINGS:

We command that you collect from the several persons named in the duplicate Sanitary Sewer District assessment list of charges attached hereto for the fiscal year beginning **July 1, 2026** for each connected user as defined in the resolution adopting the Sewer District Assessment Roll, and if any person named in said duplicate shall not pay the said rates after you have demanded the same, we command you in such case that you collect said taxes, or the part thereof remaining unpaid, with lawful costs in the manner prescribed by law. Said charges are to be billed quarterly with the charges for the use of the district sewage system.

And we further command you that you pay the amount which, according to the warrant and the annexed duplicates you are required to collect, in the manner and within the times appointed by law in this behalf, hereto fail not at your peril.

Given at the Kent County Administrative Complex in Dover, Delaware, by the order of the Levy Court, under the hands of us, the Commissioners of said Court on the 9th day of June, A.D., 2026

SEAL OF THE OFFICE OF THE KENT COUNTY LEVY COURT

HON. Joanne Masten, PRESIDENT

HON. Rober J. Scott, VICE PRESIDENT

HON. Terry L. Pepper, COMMISSIONER

HON. Paul Hertz, COMMISSIONER

HON. George Wm. Sweeney, Sr., COMMISSIONER

HON. Allan F. Angel, COMMISSIONER

HON. Jeffrey W. Hall, COMMISSIONER

ATTEST:

STATE OF DELAWARE)
) SS.
COUNTY OF KENT)

TO THE RECEIVER OF TAXES AND COUNTY TREASURER OF KENT COUNTY,

GREETINGS:

We command you that you collect from the persons named in the duplicate assessment list annexed hereto, for the Kent County Disposal District No. 1 User Rate payable to Kent County for the year beginning July 1, 2026, \$4.24 as a rate upon every One Thousand Gallons (1,000) of sewage transmitted into the District; and if any persons named in the annexed duplicate assessment list shall not pay his tax after you have demanded payment, we command you in such case that you collect tax, or the part thereof remaining unpaid, with lawful cost, in the manner prescribed by law. And we further command you that you pay the amount which according to this warrant and the annexed duplicate assessment list you are required to collect, in the manner and within the times appointed by law in this behalf, hereto fail not at your peril.

Given at the Kent County Administrative Complex in Dover, Delaware, by the order of the Levy Court, under the hands of us, Commissioners, of said Court this 9th day of June, A.D. 2026.

SEAL OF THE OFFICE OF THE KENT COUNTY LEVY COURT

President, Kent County Levy Court

Commissioner

Vice-President

Commissioner

Attest: _____
Secretary

Commissioner

Commissioner

Commissioner

Reference: Resolution 4162

