



**TOWN OF GREENWOOD  
TOWN COUNCIL MEETING  
100 W. Market St. Greenwood De. 19950  
Wednesday October 9, 2024 6:00 p.m.  
Meeting is live stream on Town of Greenwood Facebook**

**CALL TO ORDER:** Pledge of Allegiance

**APPROVAL OF MINUTES :**

1. Town Council minutes Sept.11, 2024

**READING OF CORRESPONDENCE**

**POLICE REPORT:**

1. Verbal Report

**TOWN MANAGER REPORT**

1. Verbal Report

**OLD BUSINESS:**

1. Continuation of a public hearing for a conditional use application from Jamie Webb for property located at 402 W. Market St., Greenwood DE, Tax ID#530-9.16-11.00, for an in-home daycare in the R-1 Residential Zoning District.

**NEW BUSINESS:**

1. Discussion and adoption of FY2025 Budget
2. Discussion of lease renewal for 98 Mill St. Greenwood De.

**COUNCILMEMBERS COMMENTS**

**PUBLIC COMMENT**

The Public Comment portion of the Town Council Meeting affords members of the public the opportunity to share with the Town Council questions, thoughts, comments, concerns, and/or complaints regarding the Town. Anyone interested in addressing the Town Council will be given three (3) minutes to do so. The Town Council is sincerely interested in hearing from the public, but the purpose of public comment is for Council to listen to comments, and the Town Council is not required to answer questions or provide immediate responses to concerns raised during public comment. The council may take action on items only when duly noticed on an agenda.

**EXECUTIVE SESSION:** Executive session for strategy sessions and advice or opinion from an attorney-at-law regarding pending or potential litigation and to discuss personnel matters in which the names, competency and abilities of individual employees will be discussed and strategy sessions and advice or opinion from an attorney-at-law regarding pending or potential litigation2 29 Del.C. §10004(b)(4).

**ADJOURNMENT**

**NOTE:** AGENDA SHALL BE SUBJECT TO CHANGE TO INCLUDE ADDITIONAL ITEMS OR THE DELETION OF ITEMS WHICH ARISE AT THE TIME OF THE MEETING. [29 Del. C. Sec.10004 (e)(3)].  
AGENDA ITEMS MAY BE CONSIDERED OUT OF SEQUENCE.

In accordance with 29 Del.C. §10004(e)(2), this Agenda was posted on Oct. 2, 2024 at least seven (7) days in advance of the meeting.

**Town of Greenwood**  
**Town Council Meeting Minutes**  
100 W. Market St.; Greenwood, DE 19950  
**Wednesday, September 11, 2024**

**COUNCIL and STAFF PRESENT:**

Mayor Marshall Kemp, Vice-Mayor Mike Moran, Secretary Donnie Donovan, Councilor Brenda Tallent, Councilor Durene Jones, Town Manager Janet Todd, Sergeant William Thomas, Town Clerk Carolyn Chisenhall, Town Solicitor Jamie Sharp.

**CALL TO ORDER:**

Mayor Kemp opened the meeting with the Pledge of Allegiance at 6:02 p.m.

**APPROVAL OF MINUTES:**

1. Town Council Special Meeting Minutes January 25, 2023  
Mayor Kemp asked Mr. Sharp if this Council could approve this set of minutes since they weren't all on Council at that time. Mr. Sharp said they could, since it's the body that's voting on it.  
Motion to approve by Vice-Mayor Moran, Seconded by Councilor Jones. Secretary Donovan – abstain; Vice-Mayor Moran – YES; Councilor Tallent – abstain; Councilor Jones – YES. Mayor Kemp – abstain. Secretary Donovan, Councilor Tallent, and Mayor Kemp abstained because they were not on Council at that time. No quorum voting.
2. Town Council Special Meeting Minutes November 20, 2023  
Motion to approve by Vice-Mayor Moran, Seconded by Councilor Jones. Secretary Donovan – abstain; Vice-Mayor Moran – YES; Councilor Tallent – abstain; Councilor Jones – YES; Mayor Kemp – YES. Minutes APPROVED.
3. Town Council Special Meeting Minutes March 5, 2024  
Motion to approve by Vice-Mayor Moran, Seconded by Councilor Tallent. Unanimously APPROVED.
4. Town Council Special Meeting Minutes July 18, 2024  
(No vote because these had been approved at the August 14, 2024, meeting.)
5. Regular Town Council Meeting Minutes August 14, 2024  
Motion to approve by Vice-Mayor Moran, Seconded by Councilor Tallent. Unanimously APPROVED.
6. Town Council Special Meeting Minutes August 27, 2024  
Councilor Jones stated, "What the minutes read was not what was discussed in here. That was what the agenda was about". Mayor Kemp replied, "I may be incorrect, but the bullet point does say to discuss Town of Greenwood personnel".  
Motion to approve by Councilor Tallent, Seconded by Vice-Mayor Moran. Secretary Donovan – YES; Vice-Mayor Moran – YES; Councilor Tallent – YES; Councilor Jones – NO. Minutes APPROVED.

**OLD BUSINESS:**

1. Resolution 2024-05, A Resolution Adopting Rules of Procedure  
Motion to approve the Resolution made by Vice-Mayor Moran, Seconded by Councilor Tallent. Unanimously APPROVED.
2. The continuation of the public hearing for a conditional use application from Jamie Webb was not heard due to lack of a quorum (Secretary Donovan, Mayor Kemp, and Councilor Jones abstaining).  
Motion to leave the record open until the October meeting or until Public Integrity Commission advisory opinion is received, made by Councilor Tallent,

Seconded by Vice-Mayor Moran. Unanimously APPROVED.

3. Resolution 2024-04, A Resolution Establishing a Policy for Public Comments. Motion to approve the rules of procedure for public comment made by Councilor Tallent, Seconded by Vice-Mayor Moran. Councilor Jones – NO; Councilor Tallent – YES; Vice-Mayor Moran – NO; Secretary Donovan – YES; Mayor Kemp – YES. Resolution APPROVED.

**NEW BUSINESS:**

1. Motion to appoint Henry Quackenbush to the Board of Adjustment made by Vice-Mayor Moran, Seconded by Councilor Jones. Unanimously APPROVED.
2. Vice-Mayor Moran moved to set a 2025 Budget Workshop, to be held Monday, October 7, at 6:15 p.m. Seconded by Councilor Jones. Unanimously APPROVED.

**POLICE REPORT:**

Sergeant Billy Thomas thanked Chief Phillip Thomas, who retired September 8, 2024, and wished him and his family the best of luck on his new adventure. Sergeant Thomas also thanked those who sent letters to the town, and said he would like to have a discussion with the Council in Executive Session.

**TOWN MANAGER REPORT:**

Financial reports that Manager Todd presented were discussed.

Mrs. Todd gave a verbal report with Greenwood Day, audit, and project updates.

Mrs. Todd corrected what she had told Mr. Donovan last month: 43 FOIA requests have been received this year, not 15. Please remember, only existing documents can be requested through FOIA.

She also encouraged the Council to make a decision on the plan to hire a chief of police. Secretary Donovan asked if the church has been told to remove the no parking and no turning around signs. Mrs. Todd said she will contact them about that.

Vice-Mayor Moran suggested reaching out to DOC to have prisoners come paint curbing and fire hydrants.

Mrs. Todd added that there are grants that need to be closed out that have to be signed by the chief of police and stressed the importance of not losing our police department.

**CORRESPONDENCE and PUBLIC UPDATES on TOWN BUSINESS from the MAYOR:**

Mayor Kemp read a thank you letter from past Chief Phillip Thomas.

Regarding the chief of police position, Mayor Kemp stated that he is working with attorney Scott Wilcox on the requirements for that position.

Mayor Kemp read a letter from a citizen requesting the removal of a commissioner.

**PUBLIC COMMENT:**

Michael Phillips stated that the Rules of Procedure that Council just adopted, *Mason's Manual of Legislative Procedure*, is very expensive, designed for a 2-house system, and most of it does not apply. Roberts Rules is the standard for small committees.

Anthony Massey agreed with Mr. Phillips. He also stated that he did not write the letter about the Council that's being circulated around town. He expressed frustration in the amount of time it takes for the Council to get things done.

Kelli Nuwer clarified that she was addressing Secretary Donovan at last month's meeting. Mrs. Todd stated that if there were to be any discussion about her tonight, she would like it to be done in public.

Vice-Mayor Moran stated his hope that Greenwood Day would be a big success and thanked those that had a hand in putting it together.

**EXECUTIVE SESSION:**

Vice-Mayor Moran made a motion to move to Executive Session at 6:55 p.m., Seconded

by Councilor Jones. Unanimous.

**RETURN TO OPEN SESSION:**

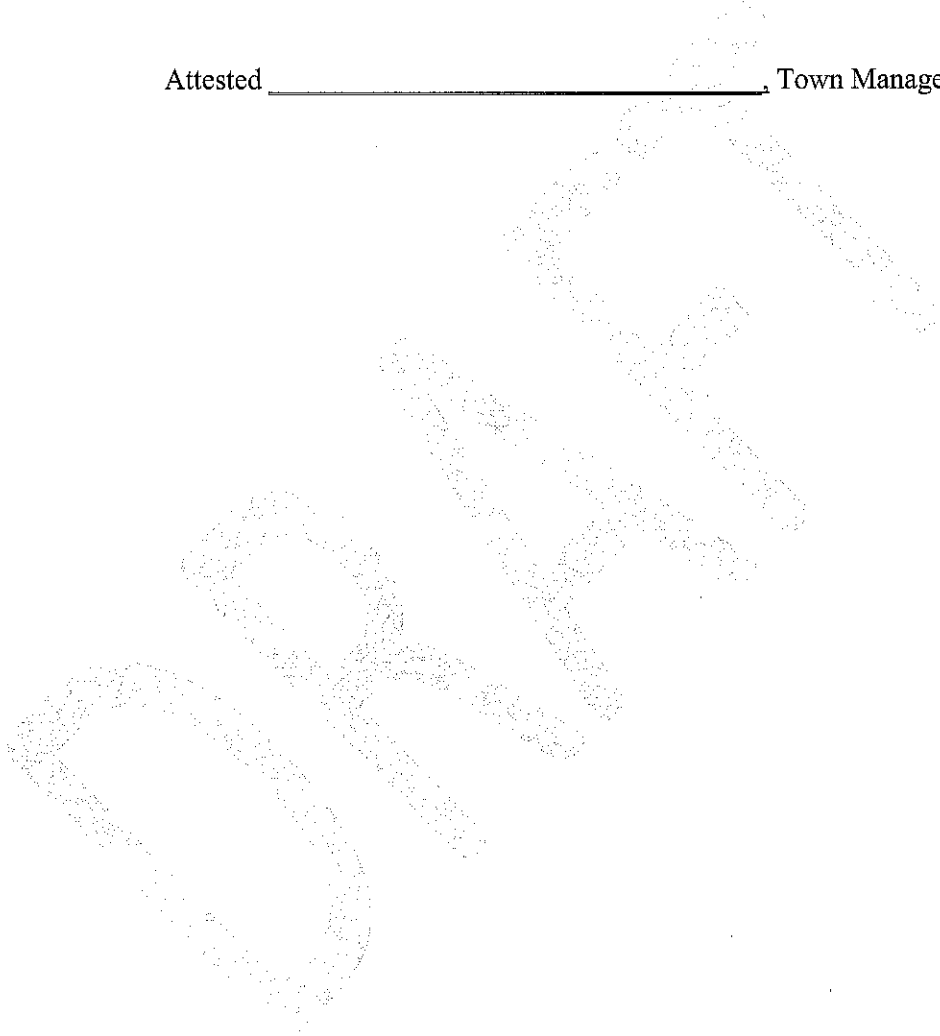
Returned to open session at 7:30 p.m. with a motion made by Councilor Jones, seconded by Councilor Tallent. Unanimous.

No action to be taken outside the Executive Session discussion.

**ADJOURNMENT:**

Adjourned at 7:30 p.m. with a motion by Vice-Mayor Moran, Seconded by Councilor Tallent. Unanimous.

Attested \_\_\_\_\_, Town Manager



**LINE# FY2025 (with 3 Officers)**

Option#2

**1 GENERAL REVENUE**

2 REAL ESTATE TAXES	\$175,000.00
3 REALTY TRANSFER TAX	\$20,000.00
4 BANKINGINTEREST	\$10,200.00
5 LATEFEES	\$500.00
6 RENTALINCOME	\$12,000.00
7 BOA APPLICATIONS	\$1,000.00
8 P.C. APPLICATIONS	\$5,000.00
9 RENTAL LICENSE	\$3,000.00
10 BUSINESS LICENSE	\$12,000.00
11 METERS	\$3,000.00

**UTILITY INCOME**

12 WATER	\$290,000.00
13 WATER IMPACT FEES	\$5,000.00
14 TRASH	\$102,000.00

**POLICE INCOME (3 OFFICERS)**

15 Donations/Special Community Events	\$2,500.00
16 Highway Safety/DUI	\$7,800.00
17 Police Fines	\$150,000.00
18 Accident Reports/Fingerprints	\$400.00
19 State Pension Grant Police	\$10,000.00
Sussex County Grant (Police)	\$40,000.00
20 Violent Crime Grant	\$11,619.93

**TOTAL INCOME****\$861,019.93****POSSIBLE GRANTS**

21 MSAF	\$30,000.00
23 CJC Grant (Police)	\$3,000.00
24 EIDEGrant (Police)	\$3,000.00
25 Salle Grant (Police)	\$3,000.00
26 Sleaf Grant (Police)	\$2,000.00

**EXPENDITURES**

27 ADVERTISING	\$1,000.00
28 GASOLINE FUEL	\$16,200.00
29 AUTO/EQUIPMENTMAINTENANCE	\$3,200.00
30 DUES AND SUBSCRIPTIONS	\$5,182.08
31 UNIFORMS	\$100.00
32 EDUCATION AND TRAINING	\$750.00
33 TRASH COLLECTION	\$99,000.00
34 UTILITIES	\$60,412.25
35 DENTAL/HEALTH INSURANCE	\$33,300.00
36 PENSION	\$46,022.64
37 INSURANCE(AUTO,LIABILITY ETC)	\$21,000.00

38 PAYROLL TAXES/W.COMP	\$20,901.16
39 PAYROLL	\$385,272.96
40 OFFICE EQUIPMENT LEASE	\$2,247.56
41 SUPPLIES (OFFICE & JANITORIAL)	\$1,562.25
42 POSTAGE	\$3,150.00
43 EQUIPMENT	\$3,000.00
44 REPAIRS/MAINT BUILDING	\$1,300.00
45 DITCH TAX	\$2,000.00
46 AUDITING SERVICES	\$9,500.00
47 ENGINEERING	\$30,000.00
48 LEGAL SERVICES	\$31,000.00
49 WATER EXPENSE	\$7,000.00
50 LOAN PAYMENTS	\$60,000.00
51 IT SUPPORT	\$7,500.00
52 STREETS AND PROPERTY MAINT	\$2,500.00
53 HONORIUM	\$5,600.00
54 POLICE OFFICER OVERTIME	\$3,500.00
55 POLICE OFFICER GRANT OVERTIME	\$11,619.93
56 SPEED ENFORCEMENT (SEU)	\$0.00
57 PUBLIC RELATIONS/COMMUNITY EVENT	\$0.00
58 DONATIONS	\$2,500.00
59 MEDICARE, SOCIAL SECURITY	\$34,096.66
60 SEU	\$10,000.00

**TOTAL EXPENSES**

**\$925,282.07**

AVAILABLE FOR OPERATIONS(NOT INCLUDING GRANTS)

**\$64,262.14**



**This is an Agreement of Lease**, made and entered into as of February 1<sup>st</sup>, 2024 by and between **The Town of Greenwood**, a municipal corporation of the State of Delaware of 100 West Market Street, Greenwood, DE 19950, hereinafter referred as "Lessor", and **L & M Insurance Agency Inc.** of 98 Mill Street, Greenwood, DE 19950, hereinafter referred to as "Lessee".

**WITNESSETH:**

**In Consideration** of the mutual covenants hereinafter expressed, the parties hereto agree as follows:

1. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor: All that certain lot, piece and parcel of land, with all improvements erected thereon, located at 98 Mill Street, Greenwood, Delaware 19950, hereinafter known as the "Premises", for use as an insurance office.
2. It is mutually agreed by the parties hereto that the term of this Lease shall be for a term of one (1) year commencing on the 1<sup>st</sup> day of February, 2024 and terminating on the 31<sup>st</sup> day of January, 2025. The parties agree that the term may be extended for an additional one (1) additional one-year term, subject to re-negotiation of rent, and signed written agreement by both parties, with negotiations to begin at least 60 days prior to the expiration of the then-current term.
3. **Lessee agrees to pay to Lessor the sum of One Thousand Dollars (\$1000.00 ) as monthly rental for the Premises on the first day of each month;** and additionally, to be solely responsible for the maintenance of the interior of the leased Premises. Lessor agrees to be responsible for the structural integrity of the improvements on the leased Premises, including the roof of the leased Premises.
4. Lessor agrees to maintain the parking area immediately surrounding the structure located on the leased Premises.
5. Lessee shall be permitted to utilize the leased Premises for any lawful purpose related to Lessee's insurance office operations but shall not utilize the leased Premises for any unrelated purpose without Lessor's prior written consent.
6. Lessee agrees to comply with all laws, ordinances and lawful orders and regulations issued by any governmental authority which has jurisdiction over the leased Premises.
7. Lessee agrees to be responsible for and to pay any Delaware transfer taxes or other assessments imposed because of the transfer of possession by Lessor to Lessee or because of the continuing lease between the parties hereto.
8. Lessee agrees during the term of this Lease, or any renewals or extensions thereof, to establish their own accounts with utility suppliers and pay all charges for utilities, fuel oil and/or electricity when due. Lessee will pay the Town of Greenwood, on a monthly basis for Water and Trash, at then-prevailing rates. The sewer will be billed quarterly with the rent, at the County's quarterly rate (currently \$74.00 per quarter).
9. Lessee agrees during the term of this Lease to defend and hold Lessor harmless from any liability for damages to any person or any property of Lessee, and his agents, servants or employees and all persons in and upon the said Premises at the invitation of or with the consent of the Lessee. It is mutually agreed by the parties hereto that during the term of this Lease, or any renewals or extensions thereof, that all property kept, stored, or maintained in or upon the said leased Premises shall be so kept, stored or maintained at the sole risk of Lessee. Lessee further agrees not to



suffer nor to give cause for the filing of any lien against the herein-leased Premises by any person, firm or corporation for any reason whatsoever.

10. Lessee agrees during the term of this Lease to keep in full force and effect a policy of public liability insurance with respect to the said leased Premises, in which both Lessor and Lessee shall be named as parties insured thereby, and in such limits as shall be determined by Lessor from time to time to be adequate protection for both Lessor and Lessee. Lessee also agrees to maintain contents insurance covering all personal property owned by Lessee and located at the leased Premises. Lessor agrees to maintain insurance on the structural improvements located on the leased Premises to cover loss or damage by fire or other insurable casualty in such reasonable amounts as shall be determined by Lessor. In the event of a fire or other casualty loss, whether whole or partial, Lessor shall have the sole right to determine whether to rebuild/repair the Improvements located on leased Premises, or whether to simply accept the Insurance proceeds received and to terminate this Lease. In the event of termination, the monthly rental fee shall be prorated to the date of loss. In the event of a partial loss, and if Lessor decides to rebuild, the monthly rent shall be apportioned based upon the percentage of the leased premises that Lessee can utilize during the period of reconstruction. Lessee agrees to furnish Lessor with a Certificate or Certificates of Insurance or other acceptable evidence that the foregoing liability and contents insurance, is in full force and effect at all times.
11. Lessee agrees that if, during the term of this Lease, Lessee shall violate any of the covenants, agreements, stipulations or conditions set forth herein, and if such default shall continue for a period of ten (10) days, or five (5) days if the violation is a failure to pay rent, after written notice thereof from Lessor, or if such non-monetary default is a condition which cannot be cured within ten (10) days and Lessee fails to commence to cure within such 10 day period and to proceed diligently thereafter to effect a cure, the, Lessor may, at its option, declare this Lease forfeited and the term hereof ended. If this Lease is declared forfeited and the term hereof ended, Lessee agrees to remove itself and all effects from said leased Premises and further agrees that Lessor shall have the immediate right of re-entry, or may bring a summary action for possession and for delinquent rental and other damages. Lessee agrees to timely advise Lessor of any damage to the leased Premises, any structural or mechanical defects or failures, or any repairs needed on the leased Premises, regardless of cause.
12. Lessee agrees that if Lessor, during the term of this Lease, waives any covenant or condition in this Lease to be kept or maintained by Lessee, such waiver shall not be construed as a waiver of any subsequent breach of the same or different covenant or condition.
13. Lessee agrees that if, during the term of this Lease, all or any part of the said leased Premises are taken by the exercise of eminent domain, this Lease shall, as to the part so taken, or the entire leased Premises if no longer suitable for the then current use, terminate as the date possession is taken by the condemner.
14. Lessee agrees that the invalidity or unenforceability of any provision hereunder shall not affect or impair any other provision of this Lease.
15. Lessee agrees not to assign the Lease or sublet any portion of the leased premises.
16. Lessor agrees that Lessee, upon the payment of rental reserved herein and performing the other covenants, conditions and terms hereof, shall and may lawfully,





**Rental Real Estate Lease**

peacefully and quietly have, hold, use, occupy, possess and enjoy the said leased Premises during the term hereof.

17. The parties agree that this lease shall be governed by the laws of the State of Delaware, with venue for any disputes shall be in the state courts of the State of Delaware. The parties further acknowledge that this is a commercial lease and not subject to provisions of the Delaware Residential Landlord Tenant Code.

18. It is mutually agreed by the parties hereto that the terms "Lessor" and "Lessee" as used in this Lease shall refer to and bind not only the parties hereto but also their respective successors or assigns. It is further mutually agreed by the parties hereto that whenever the singular is used in this Lease, the same shall include the plural and the masculine gender when used herein shall include the feminine and the neutral genders.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement of Lease, as to Lessor, to be executed by its proper corporate officer(s) and its corporate seal to be considered affixed, and as to the Lessee, by its principal under seal, the day and year first above written.

WITNESS:

LESSOR:

*C. J. Phisbell*  
Witness

THE TOWN OF GREENWOOD  
By: *Donald Torbert* (SEAL)  
Donald Torbert, Mayor

Attest: *Janet Todd* (SEAL)  
Janet Todd, Town Manager

LESSEE:

*Michael Beachy*  
Witness

By: *Michael Beachy* (SEAL)  
L & M Insurance Agency Inc.  
Michael Beachy, President