

Posted: August 2, 2017 @  
1:50PM  
Amended: August 3, 2017 @  
3:30PM



# Georgetown

## Town Council Meeting Agenda

Meeting Date: Wednesday, August 9, 2017  
Location: Town Hall, 39 The Circle, Georgetown, DE  
Time: 7:00 PM Regular Meeting

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Page

**1. PLEDGE OF ALLEGIANCE**

**2. INVOCATION**

**3. ADOPTION OF AGENDA**

**4. APPROVAL OF JULY 12, 2017 TOWN COUNCIL MINUTES**

**5. PLANNING COMMISSION APPOINTMENTS**

**6. RIGHT-OF-WAY AGREEMENT - PARKLET**

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A. [ROW Use Agreement - Parklets-Town\\_of\\_Georgetown](#)

**7. ACCESS EASEMENTS - 37 & 39 THE CIRCLE**

*(added 8/3/17 as information determined necessary for inclusion)*

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A. [Access Easement Plan](#)  
[Easement - Maull to Town of Georgetown](#)  
[Easement - Town of Georgetown to Town of Georgetown](#)

**8. EMPLOYMENT AGREEMENT AMENDMENT - CHIEF OF POLICE**

19 - 20

A. [Addendum #2 - Chief Hughes Contract](#)

**9. TANK MAINTENANCE AGREEMENT**

*(added 8/3/17 as information determined necessary for inclusion)*

**10. DEPARTMENTAL REPORTS**

- A. Gene Dvornick – Town Manager
- B. Bill Bradley - Director of Public Works

**11. PUBLIC COMMENT**

**12. EXECUTIVE SESSION**

*Mayor and Council will meet in Executive Session pursuant to 29 Del. C. § 10004 (b)(4) for the purpose of strategy and advice from an attorney regarding pending or potential litigation.  
(added 8/3/17 as information determined necessary for inclusion)*

**13. ADJOURNMENT**



STATE OF DELAWARE  
**DEPARTMENT OF TRANSPORTATION**  
800 BAY ROAD  
P.O. BOX 778  
DOVER, DELAWARE 19903

JENNIFER COHAN  
SECRETARY

July 25, 2017

Town of Georgetown  
ATTN: Town Manager  
39 The Circle  
Georgetown, DE 19947

**REF: STATE OF DELAWARE HIGHWAY RIGHT OF WAY USE AGREEMENT**

Dear Mr. Dvornick:

THIS AGREEMENT, made this \_\_\_ day of \_\_\_\_\_, 2017, by and between Town of Georgetown (hereinafter called "**PERMITTEE**"), and DELAWARE DEPARTMENT OF TRANSPORTATION, an agency of the State of Delaware, (hereinafter called "**DeIDOT**").

**WHEREAS**, PERMITTEE wishes to enhance their community by temporally installing physical structures within parking spaces on state-maintained roadways known as "Parklets"; and

**WHEREAS**, DeIDOT is the owner of that certain dedicated and built right-of-way; and

**WHEREAS**, DeIDOT has given its consent and authorization for PERMITTEE to place a Parklet in the built right-of-way; and

**WHEREAS**, PERMITTEE and DeIDOT have reached an agreement regarding the maintenance of the Parklet for the above stated purpose and as more fully set forth herein, subject to the following terms, conditions, agreements and covenants.

**THEREFORE**, that for and in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, together with other good and valuable consideration, the sufficiency of which is hereby acknowledged and the mutual covenants, promises, conditions, covenants and stipulations contained herein, the parties hereto covenant and agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated by reference as if fully set forth herein.



2. Description of Parklet. The Parklet is a physical structure, owned and maintained by the PERMITTEE, which is portable and is designed to be placed in one or more on-street parking spaces.

3. Location of Parklet. PERMITTEE shall seek authorization to place a Parklet at least two weeks prior to the planned installation. The request shall:

- a. Be submitted to the DeIDOT Chief Safety Officer or designee.
- b. Include the specific location and expected timeframe of deployment.
- c. Include any proposed barriers, temporary traffic control devices, etc.
- d. PERMITTEE must receive written approval from DeIDOT prior to placing any Parklet, provided, however, that attached hereto as **Exhibit A** is a list of Parklets that have already been approved by DeIDOT pursuant to this Agreement.

4. Safety Requirements. PERMITTEE agrees to abide by any and all requirements specified by DeIDOT for specific locations, including barriers, temporary traffic control devices, etc. DeIDOT is not responsible for supplying the traffic control devices to the PERMITTEE. Should the PERMITTEE be unwilling or unable to comply with the specified DeIDOT safety requirements, PERMITTEE shall not install the Parklet. DeIDOT reserves the right to reject the request for a specific location for any reason.

5. Maintenance. PERMITTEE shall be responsible for procurement, installation, and maintenance of the Parklet and any other required safety devices such as barriers, temporary traffic control devices, etc.

6. Removal. DeIDOT reserves the right to require the removal of the Parklet for any reason. PERMITTEE agrees to remove the Parklet within 24 hours of being notified by DeIDOT. If PERMITTEE does not remove a Parklet within 24 hours of being notified by DeIDOT, DeIDOT will remove the Parklet and PERMITTEE will be responsible for reimbursing the cost of such removal to DeIDOT.

7. Maintenance Point of Contact. PERMITTEE shall provide at least one maintenance point of contact with 24-hour/7-day per week availability to DeIDOT. Should that point of contact change over the course of this Agreement, PERMITTEE shall provide notice to DeIDOT within 24 hours of the contact changing from the following:

Contact Name: Bill Bradley, Public Works Director  
Contact Address: 39 The Circle, Georgetown, DE 19947  
Contact Phone: (302) 236-2647 (Cell)

Contact Name: Gene Dvornick, Town Manager  
Contact Address: 39 The Circle, Georgetown, DE 19947  
Contact Phone: (302) 245-9547 (Cell)

8. Third Party Use. Parklets are often used by adjacent property and business owners to provide commercial services, such as restaurants. PERMITTEE agrees to enter an



agreement with any Third Party User of the Parklet. At a minimum, the agreement will include the Third Party User's confirmation that they will abide by the State laws and regulations regarding outdoor advertising, including, but not limited to 17 Del. C. §1101-1132 and 2 Del. Admin. Code 2601, and that the Third Party User indemnifies and holds harmless the State of Delaware.

9. Limitation on Permittee's Improvements in Right-of-Way. PERMITTEE shall not place, erect or permit the placement, or erection of any items within the Right-of-Way other than those specifically approved and authorized by DelDOT either through this Agreement or in connection with the approval of a Parklet as set forth in paragraph 3 above.

10. Severability. If any term or provision of this Agreement or application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law or in equity.

11. Compliance with Laws. PERMITTEE covenants and agrees to comply with all applicable Federal, State and County statutes, laws, ordinances, regulations, orders and directives or other governmental enactments (the "Laws") relating to the placement and maintenance of the Parklet. PERMITTEE further covenants and agrees, at its sole cost and expense, to obtain and maintain any and all required permits, licenses or other authorizations with respect to the Parklet. PERMITTEE shall comply with all applicable Laws arising out of any obligation or duty imposed upon PERMITTEE with respect to the rights and entitlements granted to or retained or reserved by PERMITTEE under this Agreement.

12. Indemnification for Permittee's Acts or Omissions. DelDOT and its agents, servants, and employees shall not be liable for, and PERMITTEE hereby covenants and agrees to defend, indemnify, and save DelDOT, its subsidiaries and affiliates and its and their respective officers, directors, employees, agents and servants harmless from and against all liability, loss or expense (including reasonable costs and attorneys' fees) for any suit, claim, settlement, award, penalty, fine or judgment (hereinafter referred to singly or collectively as "Claim") because of (i) personal injury (including death at any time resulting there from); (ii) loss of or damages to property (including loss of use thereof), arising out of or resulting from the performance or non-performance of acts by PERMITTEE or its agents in connection with the maintenance or placement of the Parklet and the rights granted hereunder or the use and enjoyment of the rights granted under this Agreement.

13. Right of Termination. DelDOT shall have the right to terminate this Agreement at any time and for any reason, at no cost to DelDOT. All termination notices required under this Section shall be given to PERMITTEE at 39 The Circle, Georgetown, DE 19947. PERMITTEE agrees to remove the Parklet within 24 hours of being notified by DelDOT that the agreement has been terminated. If PERMITTEE does not remove a Parklet within 24 hours of being



notified by DeIDOT, DELDOT will remove the Parklet and PERMITTEE will be responsible for reimbursing the cost of such removal to DeIDOT.

14. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware.

15. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

16. Amendments. This Agreement may not be modified, changed, or supplemented, nor may any of the obligations and rights be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing and then only to the extent set forth in such instrument.

17. Counterparts. This Agreement may be executed in one or more counterparts, any or all of which shall constitute one and the same instrument.



## EXHIBIT A

### Locations:

- All Rise Café - 7 East Market Street (1-35 14.20 202.40) – two (2) parking spaces
- Chilmole - 21 East Market Street (1-35 14.20 206.00) – two (2) parking spaces
- Jalapeno's – 111 East Market Street (1-35 14.20 211.00) – two (2) parking spaces
- Caruso's Pizza & Pasta – 120 East Market Street (1-35 14.20 224.00) – two (2) parking spaces
- Georgetown Billiards – 128 East Market Street (1-35 14.20 222.00) – two (2) parking spaces



**ATTEST:**

**APPROVED FOR THE DEPARTMENT OF  
TRANSPORTATION**

**BY:**

**BY:**

\_\_\_\_\_  
**Lanie Thornton**  
**Director of Finance**

\_\_\_\_\_  
**Robert McCleary**  
**Director, Transportation Solutions**

**DATE**

\_\_\_\_\_

**ATTEST:**

**APPROVED FOR: Town of Georgetown**

\_\_\_\_\_  
**Witness Signature**

**BY:**

\_\_\_\_\_  
**Gene Dvornick, Town Manager**

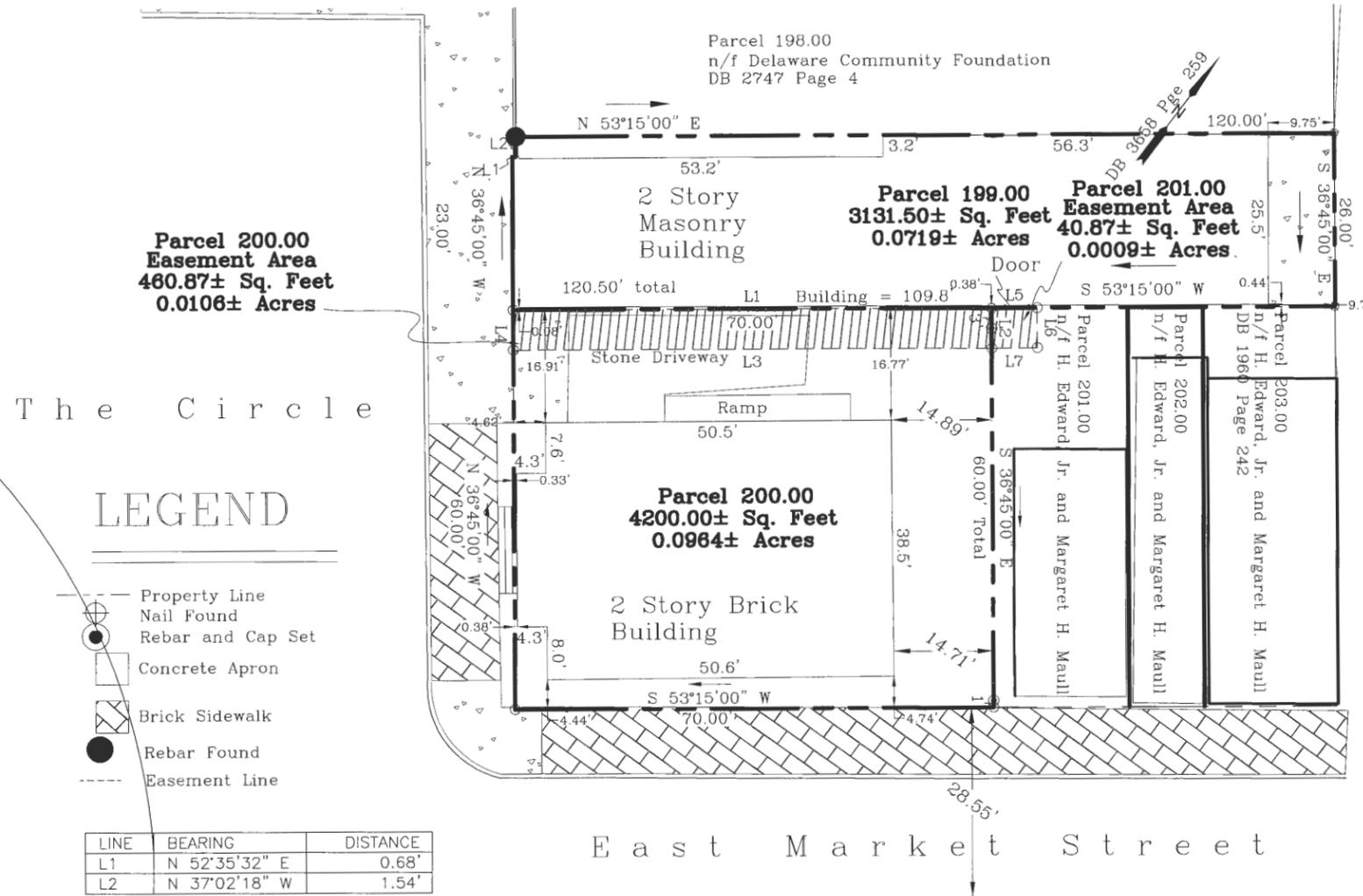
\_\_\_\_\_  
**Witness Print Name**

**APPROVED AS TO FORM**

\_\_\_\_\_  
**Ann C. Cordo, Deputy Attorney General**



Note: The Purpose of this Survey is to Show Access Easements to a Door in Parcel 199.00



The Circle

LEGEND

- Property Line
- Nail Found
- Rebar and Cap Set
- Concrete Apron
- ▨ Brick Sidewalk
- Rebar Found
- - - Easement Line

LINE	BEARING	DISTANCE
L1	N 52°35'32" E	0.68'
L2	N 37°02'18" W	1.54'

Easement Description - PARCEL 200.00

LINE	BEARING	DISTANCE
L1	N 53°15'00" E	70.00'
L2	S 36°45'00" E	6.00'
L3	S 53°15'00" W	70.00'
L4	N 36°45'00" W	6.00'

Easement Description - PARCEL 201.00

LINE	BEARING	DISTANCE
L5	N 53°15'00" E	6.81'
L6	S 36°45'00" E	6.00'
L7	S 53°15'00" W	6.81'
L2	S 36°45'00" E	6.00'

ACCESS EASEMENT PLAN  
 LANDS OF "TOWN OF GEORGETOWN"  
 ALSO KNOWN AS: "37 THE CIRCLE"  
 SITUATE IN: "GEORGETOWN HUNDRED"  
 SUSSEX COUNTY \* STATE OF DELAWARE  
 TAX MAP #: 1-35-14.20 PARCELS 199, 200 AND 201  
 LOT 15 PART OF AND LOT 16 PART OF  
 DEED REFERENCE: DB 3658, PG 259, PARCEL 199.00;  
 DB 594 PG 488, PARCEL 200  
 DB 1960, PAGE 242, PARCEL 201.00  
 PLAT REFERENCE: PB 2, PG 7

APPROVED

AUG 01 2017  
*John B. Roach*  
 TOWN OF GEORGETOWN

NOTES

1. THIS SURVEY IS CLASSIFIED AS A "SUBURBAN" SURVEY.
2. UNLESS THIS PLAT HAS AN EMBOSSED SEAL WITH AN ORIGINAL SIGNATURE OF ENGINEER, IN RED INK, THIS IS NOT AN AUTHORIZED COPY.
3. THE SURVEY DOES NOT VERIFY THE EXISTENCE OF OR NONEXISTENCE OF ANY EASEMENTS OR RIGHT OF WAYS.



*JBR*  
 PROFESSIONAL ENGINEER



22184 MELSON ROAD  
 GEORGETOWN, DELAWARE 19947  
 PHONE NO. 302-856-4912

DRAWN BY: JBR

DATE: 06-08-2017

SCALE: 1"=20'

SHEET 1/1

COPY

TMP #:1-35-14.20-201.00 (P/O)  
PREPARED BY & RETURN TO:  
FUQUA, WILLARD, STEVENS  
And SCHAB, PA  
26 The Circle  
P.O. Box 250  
Georgetown, DE 19947—TWG

## EASEMENT AGREEMENT

**THIS GRANT OF EASEMENT**, made this \_\_\_\_\_ day of August, 2017, by and between H. EDWARD MAULL, JR. and MARGARET H. MAULL, his wife, of 16813 Pembroke Drive, Mill Pond Acres, Lewes, Delaware, 19958, hereafter MR. MAULL and MRS. MAULL, the Grantors and THE TOWN OF GEORGETOWN, of 39 The Circle, Georgetown, Sussex County, Delaware, 19947, the Grantee.

**WHEREAS**, H. EDWARD MAULL, JR. and MARGARET H. MAULL are the OWNERS of a parcel, which adjoins property owned by the Town of Georgetown, identified as 1-35-14.20-201.00;

**WHEREAS**, The TOWN OF GEORGETOWN is the OWNER of a parcel, which adjoins property owned by MR. MAULL and MRS. MAULL, identified as 1-35-14.20-199.00 and desires to construct and install a 6.00' x 6.81' concrete platform to be used as an emergency exit from the southwesterly side of their building, further described in Exhibit "A" hereto attached;

**NOW THEREFORE**, in consideration of the premises, One (\$1.00) each to the other in hand paid, and the mutual covenants and agreements hereinafter set forth, and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

1. MR. & MRS. MAULL hereby grant and convey to The TOWN OF GEORGETOWN, a permanent easement, including the perpetual right to enter upon the real estate described in the drawing depicted in a drawing labeled "Access Easement Plan, Lands of the Town of Georgetown" as prepared by John B. Roach, Engineering, LLC, dated June 8, 2017 and recorded among the Land Records in the Office of the Recorder of Deeds in and for Sussex County, Georgetown, Delaware, in Plot Book \_\_\_\_\_, Page \_\_\_\_\_ (hereinafter the "PROPERTY"), together with the right to construct, maintain, and repair said concrete platform structure and other related ancillary items, (hereinafter termed "Facilities");
2. The installation and maintenance of the FACILITIES shall be in compliance with the requirements of any and all municipal state, federal and/or other governmental agency and shall be the responsibility of The Town of Georgetown;
3. Should the necessity for this easement area cease in the future, MR. & MRS. MAULL shall regain the full use of the described easement area and The TOWN OF GEORGETOWN (or the subsequent owner of TMP 1-35-14.20-199.00) will be

required to remove all the referenced FACILITIES and return it to its pre-construction condition;

4. Upon completion of the construction contemplated by this easement, The TOWN OF GEORGETOWN shall restore the easement area described to as good condition as it was prior to the construction.
5. The TOWN OF GEORGETOWN agrees to indemnify, defend and hold harmless MR. and MRS. MAULL from any and all suits, claims demands actions, losses or damages arising from the loss of life and/or injury or damage to person or property whatsoever by reason of or in connection with the Town of Georgetown use and/or occupancy of the easement area.
6. In return for this easement, The TOWN OF GEORGETOWN would like to offer MR. and MRS. MAULL the following:
  - A. Keep the grass trimmed between their two properties
  - B. Clear the sidewalks on East Market Street to Cherry Lane of snow throughout inclement weather
  - C. The use of an outdoor spigot on the building located at 39 The Circle—for outdoor use only.
7. The easement granted and conveyed in this EASEMENT AGREEMENT and obligations and rights set forth in this EASEMENT AGREEMENT shall run with the land, shall inure to the benefit of, and be binding upon the parties, and their respective heirs, executors, administrators, successors and assigns.
8. This EASEMENT AGREEMENT and the legal relations between the parties hereto shall be governed by and in accordance with the laws of the State of Delaware.
9. This Easement Agreement shall be recorded at the sole expense of The Town of Georgetown
10. This Easement Agreement constitutes the entire agreement between the parties hereto with respect to the subject mater hereof.

IN WITNESS WHEREOF, the parties hereto have executed this EASEMENT AGREEMENT the day and year first above written.

WITNESS:

\_\_\_\_\_

\_\_\_\_\_(SEAL)  
H. EDWARD MAULL, JR.

WITNESS:

\_\_\_\_\_

\_\_\_\_\_(SEAL)  
MARGARET H. MAULL

WITNESS:

TOWN OF GEORGETOWN

\_\_\_\_\_

\_\_\_\_\_(SEAL)  
By: MAYOR WILLIAM E. WEST

CORPORATE SEAL

ATTEST:

\_\_\_\_\_(SEAL)  
ROBERT L. HOLSTON, JR., Secretary

STATE OF DELAWARE :

:§

COUNTY OF SUSSEX :

BE IT REMEMBERED, that on August \_\_\_\_\_, 2017, personally came before me, the subscriber, H. EDWARD MAULL, JR., and MARGARET H. MAULL, his wife parties of the first part to this Indenture, known to me personally to be such, and acknowledged this Indenture to be their act and deed.

Given under my Hand and Seal of office the day and year aforesaid.

\_\_\_\_\_  
NOTARY PUBLIC

PRINTED NAME: \_\_\_\_\_

COMM EXP: \_\_\_\_\_

STATE OF DELAWARE :

: §

COUNTY OF SUSSEX :

BE IT REMEMBERED, that on August \_\_\_\_\_, 2017, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, WILLIAM E. WEST, Mayor of the Town of Georgetown, a municipal corporation existing under the laws of the State of Delaware, party to this Indenture known to me personally to be such, and acknowledged this Indenture to be his act and deed, and the act and the deed of the said municipal corporation, that the signature of the Mayor thereto is in his own proper handwriting and the seal affixed is the common and corporate seal of said municipal corporation, and that his act of sealing, executing, acknowledging and delivering said Indenture was fully authorized by a resolution of the Board of Directors of said municipal corporation.

GIVEN under my hand and Seal of Office, the day and year aforesaid.

\_\_\_\_\_  
NOTARY PUBLIC

PRINTED NAME: \_\_\_\_\_

COMM EXP: \_\_\_\_\_

## EXHIBIT "A"

### Parcel 201.00 Access Easement

**ALL THAT CERTAIN** lot, piece or parcel of land lying and being in Georgetown, Georgetown Hundred, Sussex County, Delaware, more particularly described as follows, to wit:

**BEGINNING** at a point being a common corner of Parcel 199.00, Parcel 200.00 and Parcel 201.00. Said point being located 60.00 feet from the corner of The Circle and East Market Street and North 53° 15' 00" East, a distance of 70.00 feet from the easterly right of way of the circle and a common property line of Parcel 199.00 and Parcel 200.00. Thence running in an easterly direction with a course of North 53° 15' 00" East, a distance of 6.81 feet with other lands now or formerly of the Town of Georgetown and the lands of H. Edward Maull, Jr. and Margaret H. Maull. Thence turning and running in a southerly direction into the lands now or formerly of H. Edward Maull, Jr. and Margaret H. Maull with a course of South 36° 45' 00" East, a distance of 6.00 feet to a point. Thence turning and running in a westerly direction with into lands of H. Edward Maull, Jr. and Margaret H. Maull with a course of South 53° 15' 00" East, a distance of 6.81 feet to a point. Thence turning and running in a northerly direction with a course of North 36° 45' 00" East, a distance of 6.00 feet to a point crossing a rebar and cap at 3 feet. Said point being the home and place of beginning said property to contain 40.87 square feet of land be the same more or less. As will fully and at large appear upon reference to a survey prepared by John B. Roach Engineering, LLC dated June 8, 2017.

COPY

TMP #:1-35-14.20-200.00  
PREPARED BY & RETURN TO:  
FUQUA, WILLARD, STEVENS  
And SCHAB, PA  
26 The Circle  
P.O. Box 250  
Georgetown, DE 19947—TWG

## EASEMENT AGREEMENT

**THIS EASEMENT AGREEMENT**, made this \_\_\_\_\_ day of August, 2017, by and between, hereafter, a THE TOWN OF GEORGETOWN, of 39 The Circle, Georgetown, Sussex County, Delaware, 19947 hereinafter referred to as the GRANTOR (PARCEL 200.00) and THE TOWN OF GEORGETOWN, of 37 The Circle, Georgetown, Sussex County, Delaware, 19947, hereinafter referred to as the GRANTEE (PARCEL 199.00).

**WHEREAS**, the GRANTOR is the owner of certain land located on the North East corner of The Circle and East Market Street, depicted in a drawing labeled “Access Easement Plan, Lands of the Town of Georgetown” as prepared by John B. Roach, Engineering, LLC, dated June 8, 2017 and recorded among the Land Records in the Office of the Recorder of Deeds in and for Sussex County, Georgetown, Delaware, in Plot Book \_\_\_\_\_, Page \_\_\_\_\_ (hereinafter the “PROPERTY”)

**WHEREAS**, the GRANTEE is desirous of obtaining a permanent easement over, under and across the GRANTOR’S land described in Exhibit “A” attached;

**NOW THEREFORE WITNESSETH** that in the consideration of One Dollar (\$1.00) and other good and valuable consideration the GRANTOR does by these presents grant, bargain, sell, convey and confirm unto the GRANTEE or its successors a PERMANENT EASEMENT as more fully described in said Exhibit “A” attached hereto, and made a part hereof, for any and all purposes including the right of the GRANTEE to ingress and egress across said premises;

**FURTHER**, the GRANTOR shall not use the easement area in any way which will interfere with or be detrimental to the present or future use of the easement area by the GRANTEE; and,

**FURTHER**, should this easement ever be abandoned by the GRANTEE or by mutual agreement, then this easement shall terminate, be null and void and will no longer encumber said land and such action shall be evidenced by a recorded release of easement.

IN WITNESS WHEREOF, the parties hereto have executed this EASEMENT AGREEMENT the day and year first above written.

WITNESS:

TOWN OF GEORGETOWN (199.00)

\_\_\_\_\_

\_\_\_\_\_(SEAL)  
By: MAYOR WILLIAM E. WEST

CORPORATE SEAL

ATTEST:

\_\_\_\_\_(SEAL)  
ROBERT L. HOLSTON, JR., Secretary

WITNESS:

TOWN OF GEORGETOWN (200.000)

\_\_\_\_\_

\_\_\_\_\_(SEAL)  
By: MAYOR WILLIAM E. WEST

CORPORATE SEAL

ATTEST:

\_\_\_\_\_(SEAL)  
ROBERT L. HOLSTON, JR., Secretary



## EXHIBIT "A"

### Parcel 200.00 Access Easement

ALL THAT CERTAIN lot, piece or parcel of land lying and being in Georgetown, Georgetown Hundred, Sussex County, Delaware, more particularly described as follows, to wit:

**BEGINNING** at a point located at the easterly right of way of The Circle within the Town of Georgetown. Said point being located 60.00 feet from the corner of The Circle and East Market Street and being a common corner of Parcel 200.00 and Parcel 199.00. Thence running in an easterly with a course of North 53° 15' 00" East, a distance of 70.00 feet with other lands now or formerly of the Town of Georgetown to a point, said point being a common corner of the lands of the Town of Georgetown and H. Edward Maull, Jr. and Margaret H. Maull. Thence turning and running in a southerly direction into the lands now or formerly of H. Edward Maull, Jr. and Margaret H. Maull with a course of South 36° 45' 00" East, a distance of 6.00 feet to a point, crossing over a rebar and cap at 3 feet. Thence turning and running in a westerly direction with the lands now or formerly of the Town of Georgetown with a course of South 53° 15' 00" East, a distance of 70.0 feet to a point. Thence turning and running in a northerly direction with The Circle and with a course of North 36° 45' 00" East, a distance of 6.00 feet to a point. Said point being the home and place of beginning said property to contain 460.87 square feet of land be the same more or less. As will fully and at large appear upon reference to a survey prepared by John B. Roach Engineering, LLC dated June 8, 2017.

**ADDENDUM TO THE  
EMPLOYMENT AGREEMENT  
FOR  
POLICE CHIEF**

This Employment Agreement Addendum is made and entered into this 26<sup>th</sup> day of July, 2017, (“Effective Date”) by and between the Town of Georgetown, a municipal corporation of the State of Delaware (hereinafter referred to as “EMPLOYER”) and Randall L. Hughes of Millsboro, Delaware (hereinafter referred to as “EMPLOYEE”).

**RECITALS**

Whereas, EMPLOYER is a municipal corporation of the State of Delaware; and  
Whereas, EMPLOYEE is willing to be employed by EMPLOYER, and EMPLOYER is willing to employ EMPLOYEE, subject to the terms, covenants, and conditions set forth in this Agreement, EMPLOYER and EMPLOYEE hereby agree to the following modifications:

**SECTION FOUR**

Compensation of Employee

The EMPLOYER agrees to pay EMPLOYEE for his services rendered pursuant hereto, on an annual base salary of \$114,451.00<sup>1</sup> covering the period June 1, 2017 to May 31, 2018.

Except as set forth in this Addendum, all other terms, covenants, and conditions of the May 27, 2015 Employment Agreement shall remain the same.

ADOPTED by the majority vote of the Town Council of the Town of Georgetown, Delaware on the 26<sup>th</sup> day of July, 2017.

*[Signature Page Follows]*

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<sup>1</sup> Current salary of \$112,097.00 adjusted for the December 31, 2016 Consumer Price Index (2.1%)

EMPLOYEE:

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Randall L. Hughes

EMPLOYER:

TOWN OF GEORGETOWN, DE

Attest:

\_\_\_\_\_

\_\_\_\_\_  
William E. West  
Mayor

\_\_\_\_\_  
Eugene S. Dvornick, Jr.  
Town Manager