

COUNTY COUNCIL

DOUGLAS B. HUDSON, PRESIDENT
JOHN L. RIELEY, VICE PRESIDENT
JANE GRUENEBAUM
MATT LLOYD
STEVE C. McCARRON



Sussex County

DELAWARE
sussexcountye.gov
(302) 855-7743

SUSSEX COUNTY COUNCIL

A G E N D A

June 3, 2025

10:00 AM

Call to Order

Approval of Agenda

Approval of Minutes - May 20, 2025

[Draft Minutes 052025](#)

Reading of Correspondence

Public Comments

Presentation – George Chamberlin, Fisheries & Aquaculture Innovation Center

Presentation – Kevin Roche, FACETS Consulting – Delaware Fire Service Financial Review

Todd Lawson, County Administrator

1. Discussion & Possible Adoption of a Resolution in support of Local Governance
[DGA_local_control_resolution](#)
2. Public Interview for Board of Adjustment Nominee Dr. Lauren Hitchens Rowan
3. Administrator's Report

Karen Brewington, Human Resources Director

1. Second Quarter Employee Recognition Awards



COUNTY ADMINISTRATIVE OFFICES
2 THE CIRCLE | PO BOX 589
GEORGETOWN, DELAWARE 19947

Bill Pfaff, Economic Development Director

1. Delaware Coastal Business Park Lease Approval

A. Pats Aircraft, LLC dba Aloft AeroArchitects
[DE Coastal Bus Park Lease Pats Aircraft](#)

Mark Parker, Assistant County Engineer

1. Aeronautical Obstruction Removal, Project A25-26

A. Recommendation to Award
[Aeronautical Obstruction Removal Award Recom](#)

Bob Bryant, Airport Manager

1. Construct Parallel Taxiway B, Phase III

A. Acceptance of FAA Airport Improvement Program Grant Offers

B. Authority of Signature

C. Construction Bid Award
[Construct TWY B](#)

Grant Requests

1. Children's Beach House for their Youth Development program
[Childrens Beach House](#)

2. Make-a-Wish Foundation of Philadelphia, Delaware & Susquehanna Valley for their Wishes Transforming Lives program
[Make a Wish Foundation](#)

3. Big Brothers Big Sisters of Delaware, Inc. for their Sussex County mentoring program
[Big Brother Big Sisters of Delaware, Inc.](#)

Introduction of Proposed Zoning Ordinances

[Ord Intros CU2511 CU2537](#)

Council Members' Comments

Executive Session - Land Acquisition pursuant to 29 Del.C.§10004(b)

Possible action on Executive Session Items

Adjourn

-MEETING DETAILS-

In accordance with 29 Del.C. §10004(e)(2), this Agenda was posted on May 27,2025 at 3:15 p.m. and at least seven (7) days in advance of the meeting.

This Agenda was prepared by the County Administrator and is subject to change to include the addition or deletion of items, including Executive Sessions, which arise at the time of the meeting.

Agenda items may be considered out of sequence.

The meeting will be streamed live at <https://sussexcountyde.gov/council-chamber-broadcast>.

The County provides a dial-in number for the public to comment during the appropriate time of the meeting. **Note, the on-line stream experiences a 30-second delay.**

Any person who dials in should listen to the teleconference audio to avoid the on-line stream delay.

To join the meeting via telephone, please dial:

Conference Number: 1-302-394-5036

Conference Code: 570176

Members of the public joining the meeting on the telephone will be provided an opportunity to make comments under the Public Comment section of the meeting and during the respective Public Hearing.

The Council meeting materials, including the “packet”, are electronically accessible on the County’s website at: <https://sussexcountyde.gov/agendas-minutes/county-council>.

SUSSEX COUNTY COUNCIL - GEORGETOWN, DELAWARE, MAY 20, 2025

A regularly scheduled meeting of the Sussex County Council was held on Tuesday, May 20, 2025, at 10:00 a.m., in Council Chambers, with the following present:

Douglas B. Hudson	President
John L. Rieley	Vice President
Jane Gruenebaum	Councilwoman
Matt Lloyd	Councilman
Steve C. McCarron	Councilman
Todd F. Lawson	County Administrator
Gina A. Jennings	Finance Director
J. Everett Moore, Jr.	County Attorney

The Invocation and Pledge of Allegiance were led by Mr. Hudson.

**Call to
Order**

Mr. Hudson called the meeting to order.

**M 214 25
Approve
Agenda**

Mr. Lawson reported that Executive Session – Land Acquisition and Possible action on Executive Session Items can be removed. A Motion was made by Mr. McCarron, seconded by Mr. Lloyd, to approve the Agenda as amended.

Motion Adopted: 5 Yeas

Vote by Roll Call: Ms. Gruenebaum, Yea; Mr. McCarron, Yea;
Mr. Lloyd, Yea; Mr. Rieley, Yea;
Mr. Hudson, Yea

Minutes

The minutes from May 13, 2025 were approved by consensus.

**FY26
Budget
Presentation**

Mr. Lawson and Mrs. Jennings presented the proposed \$285.1 budget for Fiscal Year 2026.

Mr. Lawson reported that the recommended budget was drafted by the County Administrator, Finance Director/COO, Deputy Finance Director, and Manager of Accounting. This recommended budget was drafted after receiving submissions from County departments. This budget is developed knowing Council's priorities focused on looking at development growth in Sussex County. As we expect that building activity will continue to level off, or maybe even decline, cautious revenue projections were used, and ongoing expenses were kept at a sustainable level unless it is known for sure how any new development strategies may impact revenues. The Fiscal Year 2026 budget is an increase of \$19.4 million. This increase is being driven by one-time capital expenditures in the sewer capital fund. These expenditures include major upgrades and improvements at our Inland Bays and Wolfe Neck Regional Wastewater Facilities. As any prudent government, we

**FY26
Budget
Presentation
(continued)**

continue to keep our ongoing operational expenses in check as we continue providing the same high level of service. In this year's budget, RTT is \$2 million more than FY 2025's budget. While our trends show that the FY 2026 amount is at a short-term attainable level, it remains at a level that is higher than what was collected six years ago. And although RTT is our single greatest source of revenue, it is limited to some of the County's most critical services, including paramedics, fire and ambulance companies, police, 911 dispatchers, economic development, assessment, public works, and open space. Thus, we can keep pace with the population and the demand for our critical services using RTT. However, should RTT drop below anticipated levels, it is likely at some point in the future the County will need to seek additional revenue from the taxpayers. Revenues are only one side of the budget equation. The other side is the expenses that support our governmental services and County Council priorities. Any new project requests were scrutinized to ensure they are necessary, align with the County's objectives, and address long-term concerns and issues of the Council. A new priority has been established - reviewing development strategies. There are additional funds in the Planning & Zoning Department in both legal and consulting to assist the Council in achieving their vision. In closing, the County's Fiscal Year 2026 budget continues to follow the conservative budget philosophies of the past but at the same time slowly pivots in a new direction as new Council leadership takes the reins.

Mr. Lawson reviewed the accomplishments by staff throughout the year from this year's budget. Mr. Lawson highlighted some of the milestones that were accomplished that were broken down by the County's goals.

Mrs. Jennings discussed the trends for building permits and shared a chart showing the trend. Mrs. Jennings provided a chart showing the various one-year activity. It was noted that constable complaints have gone down due to a ticketing system that was implemented. Mrs. Jennings noted that the Register of Wills Office has seen an increase due to the aging population. The budget is projected to increase by \$19,365,246 or 7.3%. Most of that is due to the capital projects in water and sewer funds. It was noted that an additional \$1 million was included in the budget for farmland preservation.

Mrs. Jennings shared the revenue highlights:

- New tax rate based on being revenue neutral (2.14 cents)
- Use of Reserves: \$11.2 million in General Fund; \$12.6 million in Capital
- Use of reserves is down \$1.2 million or 9.9%
- Property tax revenue is up \$614,000 or 3.2% due to new improvements
- Building related revenues are relatively flat
- Realty Transfer Tax revenue is up \$2.0 million or 5.7%
- Grant revenue is up \$1.3 million or 11.3%
- Interest revenue is up \$1.9 million or 62.3%

**FY26
Budget
Presentation
(continued)**

Mrs. Jennings reviewed the revenue highlights, which reflects Realty Transfer Tax being the biggest revenue source at 36%. The use of reserves was discussed and broken down of how it will be spent.

Mrs. Jennings discussed proposed changes in fees. These include a \$33 annual increase in un-metered water rates, \$12 annual increase in sewer rates and \$3,000 increase in sewer connection fees, \$7,000 to \$10,700. In addition, Sheriff fees for services (last change was 15 years ago) are being recommended to be increased as follows:

- Summons and complaints from \$30 to \$40**
- Alias summons from \$40 to \$50**
- Replevin/Writ of possession from \$30 to \$40**
- Posting the property from \$30 to \$40**
- Subpoena for Civil and Criminal from \$15 to \$20**
- Attachment on Levy from \$75 to \$90 (service required additional deputy time)**
- Certified mail from \$7.50 to \$10.00**
- Posting property with the Notice of Lienholders from \$25 to \$30**

Also, Subdivision name changes in mapping outside the first service \$50/hour and construction phase design modification fee with UCD management sign off where existing lateral not located as stated on plans or an illegal connection or disconnection was made - \$500.

Mrs. Jennings discussed and shared a chart showing the trends over the years for building related revenues and Realty Transfer Tax. Mrs. Jennings explained that Realty Transfer Tax can only be used on certain things with most of it being spent on public safety.

Mrs. Jennings shared a comparison of general fund expenses showing most of the expenses are for personnel costs. With the largest increase in contractual services (there are multiple projects included in this cost), grant-in aid (this includes additional money for farmland preservation and an increase in the MOU with DSP) and personnel (related to cost of living adjustment and merits).

Mrs. Jennings discussed staffing; the increases in staffing include 3 in sewer – engineering and decrease in the clerk position for Recorder of Deeds and a custodian staff member. An additional clerk in the Register of Wills is requested for a total of two new full-time employees. Mrs. Jennings discussed and shared charts showing the staffing trends over the years.

Grant-in-Aid, Public Safety, Libraries and Open Space/Recreation funding were discussed further. The general fund project revenues, project expenditures, sewer and water were shared and discussed further.

The budget book and presentation can be found on the County's website at

FY26 Budget Presentation (continued) www.sussexcountysde.gov. Budget comments can be sent to budget@sussexcountysde.gov.

Mr. Rieley introduced a Proposed Ordinance entitled “AN ORDINANCE ESTABLISHING THE ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2026”.

Mr. Rieley introduced a Proposed Ordinance entitled “AN ORDINANCE ESTABLISHING ANNUAL SERVICE CHARGES, ANNUAL ASSESSMENT RATES FOR COLLECTION AND TRANSMISSION AND/OR TREATMENT, AND CONNECTION CHARGES FOR ALL SUSSEX COUNTY WATER AND SANITARY SEWER DISTRICTS”.

Ms. Gruenebaum introduced a Proposed Ordinance entitled “AN ORDINANCE TO AMEND CHAPTER 62, ARTICLE IV, § 62-15 OF THE CODE OF SUSSEX COUNTY TO INCREASE VARIOUS FEES CHARGED BY THE SHERIFF”.

Correspondence **Mr. Moore reported that a letter was received from Love, Inc. thanking Council for their support.**

Public Comments **There were no public comments.**

M 215 25 Approve Consent Agenda **A Motion was made by Mr. Rieley, seconded by Ms. Gruenebaum to approve the following item under the Consent Agenda:**

Proclamation Request – Fair Housing Month

Motion Adopted: 5 Yeas

**Vote by Roll Call: Ms. Gruenebaum, Yea; Mr. McCarron, Yea;
Mr. Lloyd, Yea; Mr. Rieley, Yea;
Mr. Hudson, Yea**

Administrator’s Report **Mr. Lawson read the following information in his Administrator’s Report:**

1. Project Receiving Substantial Completion

Per the attached Engineering Department Fact Sheet, Millville by the Sea – Village 4A (Construction Record) received Substantial Completion effective May 13th.

2. Delaware State Police Activity Report

The Delaware State police year-to-date activity report for April 2025 is attached listing the number of violent crime and property crime arrests, as well as total traffic charges and corresponding arrests. In addition, DUI and total vehicle crashes investigated are listed. In total, there were 190 troopers assigned to Sussex County for the

**Adminis-
trator's
Report
(continued)**

month of April.

3. Holiday and Council Meeting Schedule

A reminder that County offices will be closed on Monday, May 26th, to observe the Memorial Day holiday. In addition, Council will not meet on Tuesday, May 27th. The next regularly scheduled Council meeting will be held on Tuesday, June 3rd.

[Attachments to the Administrator's Report are not attached to the minutes.]

**General
Labor &
Equipment**

Mike Harmer, County Engineer presented change order no. 1 and a one-year extension request for general labor & equipment contract for Council's consideration.

**M 216 25
Approve CO
No. 1/
General
Labor &
Equipment**

A Motion was made by Mr. Lloyd, seconded by Mr. McCarron, that be it moved based upon the recommendation of the Sussex County Engineering Department that FY25 change order no. 1 for contract #25-01, FY25 general labor & equipment, be approved, which increases the contract amount by \$1,300,000.00, for a new total of \$6,249,784.00 and to approve the first, one-year contract extension in the amount up to \$5,000,000.00, at the unit prices previously bid, contingent upon approval of the FY26 budget.

Motion Adopted: 5 Yeas

**Vote by Roll Call: Ms. Gruenebaum, Yea; Mr. McCarron, Yea;
Mr. Lloyd, Yea; Mr. Rieley, Yea;
Mr. Hudson, Yea**

**DE Coastal
Business
Park Amend
2**

Hans Medlarz, Project Manager presented the 2nd amendment to the Town of Georgetown agreement for Wastewater services for DE Coastal Business Park Wastewater Interconnection for Council's consideration.

**M 217 25
Approve
Amendment
No. 2/Town
of
Georgetown**

A Motion was made by Mr. Lloyd, seconded by Ms. Gruenebaum, be it moved based on the recommendation of the Sussex County Engineering and Finance Departments, that the Sussex County Council approve the 2nd addendum to the "Town of Georgetown Agreement for Wastewater Services" between Sussex County and the Town of Georgetown as presented.

Motion Adopted: 5 Yeas

**Vote by Roll Call: Ms. Gruenebaum, Yea; Mr. McCarron, Yea;
Mr. Lloyd, Yea; Mr. Rieley, Yea;
Mr. Hudson, Yea**

Herring

Hans Medlarz, Project Manager presented change order no. 5 and a request

Creek CO for substantial completion for Herring Creek sanitary sewer district for Council's consideration.
No. 5

M 218 25 **A Motion was made by Mr. Lloyd, seconded by Ms. Gruenebaum that be it**
Approve **moved based upon the recommendation of the Sussex County Engineering**
CO No. 5/ **Department, that change order no. 5 for contract S20-08, Herring Creek**
Substantial **Sanitary Sewer District: South Gravity Sewer and Force Main, Phase III be**
Completion/ **approve, increasing the contract amount by \$237,013.31 and granting**
Herring **substantial completion as of December 12, 2024, with any held retainage**
Creek **released in accordance with the contract documents, contingent upon UDSA**
 concurrence.

Motion Adopted: 5 Yeas

Vote by Roll Call: Ms. Gruenebaum, Yea; Mr. McCarron, Yea;
 Mr. Lloyd, Yea; Mr. Rieley, Yea;
 Mr. Hudson, Yea

Old **Under Old Business, Jamie Whitehouse, Planning & Zoning Director**
Business/ **presented a Proposed Ordinance entitled "AN ORDINANCE TO AMEND**
CZ2026 **THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM**
 AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO AN MR
 MEDIUM DENSITY RESIDENTIAL DISTRICT FOR A 7.882-ACRE
 PORTION OF A CERTAIN PARCEL OF LAND LYING AND BEING IN
 LEWES & REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING
 433.071 ACRES AS RECENTLY SURVEYED OR 419.64 ACRES AS
 SCALED AND SHOWN ON THE SUSSEX COUNTY TAX MAP, MORE
 OR LESS" filed on behalf of Northstar Property, LLC.

The County Council held a Public Hearing on the application at the meeting
on March 11, 2025. At the conclusion of the Public Hearing, the application
was deferred for further consideration.

M 219 25 **A Motion was made by Ms. Gruenebaum, seconded by Mr. Lloyd to Adopt**
Adopt **Ordinance No. 3092 entitled "AN ORDINANCE TO AMEND THE**
Ordinance **COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-**
No. 3092/ **1 AGRICULTURAL RESIDENTIAL DISTRICT TO AN MR MEDIUM**
CZ2026 **DENSITY RESIDENTIAL DISTRICT FOR A 7.882-ACRE PORTION OF**
 A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES &
 REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 433.071
 ACRES AS RECENTLY SURVEYED OR 419.64 ACRES AS SCALED
 AND SHOWN ON THE SUSSEX COUNTY TAX MAP, MORE OR LESS"
 for the reasons given by the Planning & Zoning Commission as follows:

- 1. This application seeks a change in zone from AR-1 to MR. The**
purpose of the MR zone is to provide housing in an area which is
expected to become urban in character and where central water
and sewer is available.
- 2. The stated purpose of the MR District is satisfied for this site. Both**

**M 219 25
Adopt
Ordinance
No. 3092/
CZ2026
(continued)**

central water and central sewer will be available. It is also in an area with a more urban character, including a variety of large and small business, commercial and office uses and higher density residential development across Route 9 from this site. The location along Route 9 is also in close proximity to Route One and the Five Points intersection and the commercial corridor of business and commercial uses there. It is also located along one of DARTs bus routes. This rezoning is consistent with other zoning and land uses in the area.

3. The proposed MR Zoning meets the purpose of the Zoning Ordinance in that it promotes the orderly growth of the County in an appropriate location.
4. The site is located within the Coastal Area according to the Sussex County Comprehensive Plan. MR Zoning is appropriate in this Area according to the Plan.
5. The intended use of this property will be to allow the development of it with affordably priced multi-family residential rental units. This is an appropriate use for this location given its surroundings.
6. The Comprehensive Plan suggests that higher densities such as those permitted in the MR District can be appropriate where there is water and sewer available, there are appropriate roadways to handle the density, and there are nearby commercial or employment centers. All of those factors are satisfied with regard to this application.
7. DelDOT has stated that the proposed rezoning to MR will have a “minor” impact upon local area roadways. However, the property is within the Henlopen Transportation Improvement District. Therefore, any future development will be required to enter into an infrastructure recoupment agreement and pay a TID “per-unit” fee prior to the issuance of every residential building permit.
8. Any future use of the property will be subject to Site Plan review by the Sussex County Planning and Zoning Commission.
9. For all of these reasons, MR zoning is appropriate for this site.

Motion Adopted: 5 Yeas

**Vote by Roll Call: Ms. Gruenebaum, Yea; Mr. McCarron, Yea;
Mr. Lloyd, Yea; Mr. Rieley, Yea;
Mr. Hudson, Yea**

Ms. Gruenebaum made a statement providing her concerns with this development as well as many others.

**Old
Business/
CU2499**

Under Old Business, Jamie Whitehouse, Planning & Zoning Director presented a Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN MR - MEDIUM DENSITY RESIDENTIAL DISTRICT TO ALLOW FOR MULTI-FAMILY DWELLINGS (94 UNITS) TO BE LOCATED ON A 7.882 ACRE PORTION OF A CERTAIN PARCEL OF LAND LYING AND BEING IN

**Old
Business/
CU2499
(continued)**

LEWES & REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 433.071 ACRES AS RECENTLY SURVEYED OR 419.64 ACRES AS SCALED AND SHOWN ON THE SUSSEX COUNTY TAX MAP, MORE OR LESS” filed on behalf of Northstar Property, LLC.

The County Council held a Public Hearing on the application at the meeting on March 11, 2025. At the conclusion of the Public Hearing, the application was deferred for further consideration.

**M 220 25
Adopt
Ordinance
No. 3093/
CU2499**

A Motion was made by Ms. Gruenebaum, seconded by Mr. Rieley to Adopt Ordinance No. 3093 entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN MR - MEDIUM DENSITY RESIDENTIAL DISTRICT TO ALLOW FOR MULTI-FAMILY DWELLINGS (94 UNITS) TO BE LOCATED ON A 7.882 ACRE PORTION OF A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES & REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 433.071 ACRES AS RECENTLY SURVEYED OR 419.64 ACRES AS SCALED AND SHOWN ON THE SUSSEX COUNTY TAX MAP, MORE OR LESS” for the reasons and conditions given by the Planning & Zoning Commission as follows:

- 1. The purpose of the MR zone is to provide housing in an area which is expected to become urban in character and where central water and sewer is available. Central water and sewer are available to this site, and this application for multi-family units is in compliance with the purposes of the MR zone.**
- 2. The property is in an area with a more urban character, including a variety of large and small business, commercial and office uses and higher density residential development across Route 9 from this site. There is a wide variety of zoning in the immediate area, including AR-1, MR, GR, C-1, CR-1 and B-1. The C-1 property across Route 9 from this project is being developed with a mixed use including residential units at a density similar to what is proposed with this project. The location along Route 9 is also in close proximity to Route One and the Five Points intersection and the commercial corridor of business and commercial uses there. It is also located along one of DART’s bus routes. This conditional use is consistent with other zoning and land uses in the area. Multi-family development is appropriate for this property adjacent to these roadways and this intersection.**
- 3. The proposed use is consistent with the County’s Comprehensive Land Use Plan. It is in the Coastal Area according to the Plan, which is a Growth Area. The Plan states that medium and higher densities can be appropriate where, like here, there are features such as central water and sewer and nearby commercial uses and employment centers. The Plan also states that a range of housing types should be permitted in the Coastal Area, including single family homes, townhouses and multifamily units.**
- 4. In this case the purpose of the development is to provide 94**

**M 220 25
Adopt
Ordinance
No. 3093/
CU2499
(continued)**

affordably priced rental units upon 7.882 acres on the eastern side of Sussex County. Because of the high price of homes and rentals in much of eastern Sussex County, housing can be unaffordable for a lot of residents in this area of the County. Many County residents cannot afford to live near where they work, resulting in long commuting time and increased traffic on County roadways. The project will provide affordable housing at a convenient location to Sussex County residents with low to moderate income levels who are a large part of the workforce in eastern Sussex County.

5. The project has a density of 11.93 units per acre, which is consistent with the density that is permitted “by-right” under the Sussex County Rental Program. However, under that program, only a portion of the units must be dedicated to affordable housing. Here, all of the units are being dedicated to affordable housing.
6. According to information stated in the record, the rental units will be available to households with incomes with less than 60% of the Sussex County median income. To comply with this, the project will be managed by a property management company that specializes in affordable housing projects, with more than 30 years of experience developing affordable housing throughout Delaware, Pennsylvania and New Jersey.
7. County Council declared in Chapter 72, Section 18 of the County Code that it is the public policy of the County to:
 - a. Encourage the creation of a full range of housing choices, conveniently located in suitable living environments, for all incomes, ages and family sizes.
 - b. Encourage the production of affordable rental units to meet the existing and anticipated future employment needs in the County.
 - c. Assure that affordable rental units are dispersed throughout the County consistent with the Comprehensive Plan.
 - d. Encourage developments in Growth Areas as defined within the County’s most current comprehensive plan and Areas of Opportunity as defined by the Delaware State Housing Authority to include a minimum percentage of affordable rental units on public water and sewer systems.
 - e. Provide incentives for developers to construct affordable rental units through tools such as the density incentive and expedited review.
 - f. The proposed development is in accordance with this stated County Public Policy.
8. The development is consistent with the Goals set forth in Chapter 8 of the Sussex County Comprehensive Plan regarding Housing. For example:
 - a. Goal 8.2: “Ensure that a diversity of housing opportunities are available to meet the needs of residents of different ages, income levels, abilities, national origins and household configurations.”
 - b. Objective 8.2.1: “Affirmatively further affordable and fair

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Adopt
Ordinance
No. 3093/
CU2499
(continued)**

- housing opportunities in the County to better accommodate the housing needs of all residents.”
- c. Strategy 8.2.1.3: “Explore ways for private developers to provide more multi-family and affordable housing opportunities.”
 - d. Objective 8.2.3: “Facilitate and promote land use policies that enable an increase in the supply of affordable housing in areas with adequate infrastructure.”
 - e. Strategy 8.2.3.1: “Promote increasing affordable housing options, including the supply of rental units, near employment opportunities.”
 - f. This project is consistent with each of these goals, and it is located in an area where the use is consistent with the existing and planned infrastructure, and it is located near numerous employment opportunities with access to many more employment opportunities given its location on an established DART route.
9. This project received expedited treatment because of the affordable rental housing being sought as justified by the County Code and the Comprehensive Plan. This project was also considered holistically at the same time as Subdivision #2023-14 and a C-3 Rezoning. Because the other applications benefitted from the expedited review of this one, there is a condition of approval requiring this affordable housing project to be built first.
 10. There are no wetlands located on the property.
 11. DelDOT has stated that the proposed multi-family conditional use will have a “minor” impact upon local area roadways. However, the property is within the Henlopen Transportation Improvement District. Therefore, any future development will be required to enter into an infrastructure recoupment agreement and pay a TID “per-unit” fee prior to the issuance of every residential building permit.
 12. As part of the Final Site Plan approval process, the stormwater management design will be reviewed and approved by the Sussex Conservation District, ensuring that the drainage system will be adequately designed and constructed to protect adjoining developments.
 13. The proposed multi-family conditional use meets the purpose of the Zoning Ordinance in that it promotes the orderly growth of the County in an appropriate location.
 14. There is no evidence that this project will adversely affect the neighboring properties, area roadways or community facilities.
 15. With conditions imposed, including the requirement that all of the units will be only be available to qualified low and moderate income County residents, the proposed conditional use meets the purpose of the Zoning Code and Comprehensive Plan in that it promotes the orderly growth, convenience, order, prosperity, and welfare of the County and its residents.
 16. This recommendation is subject to the following conditions:
 - a. There shall be no more than 94 Units within the development.

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Ordinance
No. 3093/
CU2499
(continued)**

- b. All of the units shall be rented and occupied as part of an officially recognized Federal, State or County affordable housing program. The project shall also be managed by a property management company that is recognized and specializes in the management of affordably priced residential projects operated under Federal, State or County affordable housing programs. The name and experience of the property management company, and the nature, type and economic details of the affordable housing program shall be provided to Sussex County's staff for review prior to review and approval of the Final Site Plan. The units must be occupied as the primary residence of the tenants. Once constructed, on the first 12-month anniversary of the first unit being occupied, and on an annual basis thereafter, the property manager for the development shall submit a certified and notarized report to the Sussex County Director of Community Development and Housing in a format acceptable to the Director, which shall include the following information: (i) the affordable housing program(s) utilized by the property; (ii) the eligibility criteria for tenants used by the program(s) at the property; (iii) the number of units, by bedroom count, that are leased to eligible tenants and those that are vacant; (iv) the monthly rent charged for each unit; (v) for each unit, the household size and total household income as of the effective date of the lease and any renewals thereof; (vi) a statement that, to the best of the landlord's information and knowledge, tenants who are leasing the units meet the established eligibility criteria; and (vii) a status report about the type and usage of the service amenities described in Condition J below.**
- c. All entrances, intersections, roadways and multimodal improvements required by DelDOT shall be completed by the applicant in accordance with DelDOT's determination. In addition, the property is within the Henlopen Transportation Improvement District. Therefore, any future development will be required to enter into an infrastructure recoupment agreement and pay a TID "per-unit" fee prior to the issuance of every residential building permit. The applicant shall provide a phasing schedule that shall coordinate and establish the construction timeframe of the off-site entrance and roadway improvements that DelDOT will require as a result of the development that are not covered by the TID. This phasing schedule shall be presented to the Planning and Zoning Commission as part of the Final Site Plan and shall demonstrate that the off-site improvements required by DelDOT will be completed prior to or simultaneous with this project reaching substantial completion.**
- d. Central sewer shall be provided to the development by Sussex County. The developer shall comply with all requirements and specifications of the Sussex County Engineering**

**M 220 25
Adopt
Ordinance
No. 3093/
CU2499
(continued)**

Department.

- e. The development shall be served by a central water system providing adequate drinking water and fire protection as required by applicable regulations.**
- f. Stormwater management and erosion and sediment control shall be constructed in accordance with applicable State and County requirements, and the project shall utilize Best Management Practices to construct and maintain these fixtures. The Final Site Plan shall contain the approval of the Sussex Conservation District.**
- g. Interior street design shall comply with or exceed Sussex County standards and sidewalks shall be installed that connect with the multi-modal paths required by DelDOT.**
- h. Road naming and addressing shall be subject to the review and approval of the Sussex County Geographical Information Office.**
- i. The Applicant shall consult with the local school district's transportation manager to determine if a school bus stop is appropriate. The location of such a bus stop shall be shown on the Final Site Plan.**
- j. This community shall have both recreational amenities and service amenities. The recreational amenities shall include a clubhouse with a lounge, fitness center and management offices, bike storage lockers, a playground and play area. The size and details of these recreational amenities shall be shown on a separate amenities plan to be reviewed by the Commission as part of the Final Site Plan review. These recreational amenities shall be completed in accordance with Section 115-194.5 of the Code. In this instance, since the units are within larger buildings, this will require the recreational amenities to be completed prior to the issuance of the building permit for the third residential building. The service amenities shall include access to, and assistance with, local facilities including but not limited to the YMCA and employment and educational opportunities and counseling. The status and use of these service amenities shall be provided in the annual report to the Sussex County Director of Community Development and Housing.**
- k. Construction, site work, and deliveries shall only occur on the site between the hours of 7:00 a.m. through 6:00 p.m., Monday through Friday and between 7:00 a.m. and 2:00 p.m. on Saturdays. No Sunday hours are permitted. A 24-inch by 36-inch "NOTICE" sign confirming these hours in English and Spanish shall be prominently displayed at the site entrance during construction.**
- l. A 30-foot-wide forested buffer shall be installed along the perimeter of the development adjacent to Lewes Crossing. This buffer area shall comply with the planning requirements for such a buffer as contained in Section 99-5 of the Sussex County Code.**

**M 220 25
Adopt
Ordinance
No. 3093/
CU2499
(continued)**

- m. The Final Site Plan shall include a landscape plan for the development showing the proposed tree and shrub landscape design, including the buffer areas. The landscape plan shall include the “Limits of Disturbance” within the site and these “Limits of Disturbance” shall be clearly marked on the site itself.
- n. All lighting on the site shall not exceed 18 feet in height and it shall be shielded and downward screened so that it does not shine on neighboring properties or roadways. In addition, the external lighting shall be located no closer than 100 feet from the common boundary with Lewes Crossing and shall face away from the Lewes Crossing community.
- o. The Final Site plan shall state that the agricultural activities exist nearby, and it shall include the Agricultural Use Protection Notice.
- p. The Final Site Plan shall contain the approval of the Sussex Conservation District for the design and location of all stormwater management areas and erosion and sedimentation control facilities.
- q. Because this multi-family rental project was linked with Subdivision 2023-14 and the projects have both been expedited and considered simultaneously as a result, and because of the importance of providing affordable housing for Sussex County residents, construction of this project shall be substantially completed and receive its Certificate of Occupancy from Sussex County prior to the issuance of a Notice to Proceed for Phase Two of Subdivision 2023-14.
- r. The Final Site Plan shall depict or note these conditions of approval, and it shall be subject to the review and approval of the Sussex Planning & Zoning Commission.

Motion Adopted: 5 Yeas

**Vote by Roll Call: Ms. Gruenebaum, Yea; Mr. McCarron, Yea;
Mr. Lloyd, Yea; Mr. Rieley, Yea;
Mr. Hudson, Yea**

**Old
Business/
CZ2012**

Under Old Business, Jamie Whitehouse, Planning & Zoning Director presented a Proposed Ordinance entitled “AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A MR MEDIUM DENSITY RESIDENTIAL DISTRICT FOR CERTAIN PARCELS OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 30.57 ACRES, MORE OR LESS” filed on behalf of Rudder Road, LLC.

The County Council held a Public Hearing on the application at the meeting on March 25, 2025. At the conclusion of the meeting, the record was closed and action on the application was deferred for further consideration.

**M 221 25
Adopt
Ordinance
No. 3094/
CZ2012**

A Motion was made by Ms. Gruenebaum, seconded by Mr. Rieley to Adopt Ordinance No. 3094 entitled “AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A MR MEDIUM DENSITY RESIDENTIAL DISTRICT FOR CERTAIN PARCELS OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 30.57 ACRES, MORE OR LESS” for the reasons given by the Planning & Zoning Commission as follows:

- 1. This application seeks a change in zone from AR-1 to MR. The purpose of the MR zone is to provide housing in an area which is expected to become urban in character and where central water and sewer is available. Both central water and central sewer are available at this site. The purpose of the MR Zoning District is satisfied with this Application.**
- 2. The site is located within the Coastal Area according to the Sussex County Comprehensive Plan. MR Zoning is appropriate in this Area according to the Plan. The Plan states that the Coastal Area is appropriate for a “wide range of housing types . . . including single family homes, townhouses, and multi-family units.”**
- 3. The requested zoning change is consistent with the zoning of properties along this area of Banks Road. All of the properties immediately across Banks Road from the Property are zoned GR, which is a zoning district that is similar to the requested MR Zoning. The properties immediately behind the Property (the Creeks End community) are also zoned MR. Along Banks Road the adjacent properties are zoned GR, C-1 and AR-1. Along nearby Long Neck Road there are properties zoned C-1, CR-1, C-2, B-1, HR-1, MR, GR, and AR-1. MR zoning is appropriate in this location where these other uses and zoning districts exist.**
- 4. DelDOT has stated that the proposed rezoning and the resulting residential use will have a “minor” impact on the local area roadways and that the Applicant will be required to pay an “Area-Wide Study Fee” in lieu of a Traffic Impact Study, or “TIS”.**
- 5. The proposed MR Zoning meets the purpose of the Zoning Ordinance in that it promotes the orderly growth of the County in an appropriate location.**
- 6. For all of these reasons, MR zoning is appropriate for this site.**

Motion Adopted: 5 Yeas

**Vote by Roll Call: Ms. Gruenebaum, Yea; Mr. McCarron, Yea;
Mr. Lloyd, Yea; Mr. Rieley, Yea;
Mr. Hudson, Yea**

Ms. Gruenebaum made a statement regarding the application.

Old

Under Old Business, Mr. Whitehouse presented a Proposed Ordinance

**Business/
CU2449**

entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR MULTI-FAMILY DWELLINGS (116 UNITS) TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 30.57 ACRES, MORE OR LESS” filed on behalf of Rudder Road, LLC.

The County Council held a Public Hearing on the application at the meeting on March 25, 2025. At the conclusion of the meeting, the record was closed and action on the application was deferred for further consideration.

**M 222 25
Amend
Condition F
CU2449**

A Motion was made by Ms. Gruenebaum, seconded by Mr. Rieley to amend Condition F to add the following language to the Planning & Zoning’s recommendation of Condition F by adding the following:

Further, due to the proximity of this property to Guinea Creek, the following additional requirements for stormwater protection should be strictly enforced:

1. An enhanced sediment and erosion control plan shall be prepared by the developer’s engineer and submitted for review and approval by the Sussex Conservation District and the Sussex County Engineering Department applying superior stormwater outfall protection as well as sediment traps, sizing and placement above and beyond the Delaware erosion and sediment control handbook requirements.
2. A sequence of construction optimizing erosion and sediment controls by limiting the various stages of earth disturbance to no more than 10 acres shall be prepared by the developers engineer and submitted for review and approval by the Sussex Conservation District and Sussex County Engineering Department. Disturbance of 10 acres sections may not proceed until permanent stabilization of the previous section is accomplished and approved by the Sussex County Conservation District.
3. The developer shall acquire the services of a third-party construction reviewer to perform weekly construction review reports of the approved erosion and sediment control plan elements and the installation of stormwater management system until the development is complete and all bound to the Sussex Conservation District and Sussex County until the development is released. Any non-compliant portion of the work as noted in the weekly report shall be corrected by the developer within the time period specified in said report. Any delay in the timeframe and correcting non-compliant work shall result in restrictions on the issuance of new building permits as well as certificate of occupancy within the development until the non-complaint work is corrected.

Motion Adopted: 5 Yeas

**Vote by Roll Call: Ms. Gruenebaum, Yea; Mr. McCarron, Yea;
Mr. Lloyd, Yea; Mr. Rieley, Yea;**

Mr. Hudson, Yea

**M 223 25
Amend
Condition J
CU2449**

A Motion was made by Ms. Gruenebaum, seconded by Mr. Rieley to amend Condition J to add the following addition language at the end of the Commission's existing Condition J by adding:

In addition, the developer shall provide protection of the resource buffer by creating a 20-foot-wide protective area outside of Resource Buffer B as average and shown on the preliminary site plan to be known as the Resource Buffer Protection Area which shall be subject to the following requirements:

- 1. The area including all wooded vegetation within the additional Resource Buffer protection area shall remain undisturbed except for uses permitted in Resource Buffer B by Section 115-193 of the Sussex County Code.**
- 2. The community walking trail and the turnaround associated with the community dock currently shown on Resource Buffer B on the preliminary site plan shall be moved outside of Resource Buffer B and into the Resource Protection Area.**
- 3. Construction fence shall be installed along the outer edge of the additional Resource Buffer Protection Area prior to the Sussex County Engineering Department issuance of a Notice to Proceed for the development maintained during construction and only removed as part of the close out process in accordance with Section 99-31 of the Sussex County Code.**
- 4. During the phase of construction, adjacent to the additional Resource Buffer Protection Area, an additional super silt fence shall be installed 5 feet land side of the additional buffer protection area. The said super silt fence shall be maintained throughout the entirety of construction except for temporary access during the construction of the community walking trail and the turnaround associated with the community dock and shall only be permanently removed as part of the closeout process in accordance with Section 99-31 of the Sussex County Code.**

Motion Adopted: 5 Yeas

**Vote by Roll Call: Ms. Gruenebaum, Yea; Mr. McCarron, Yea;
Mr. Lloyd, Yea; Mr. Rieley, Yea;
Mr. Hudson, Yea**

**M 224 25
Amend
Conditions
A, N, R &
Q/
CU2449**

A Motion was made by Ms. Gruenebaum, seconded by Mr. Rieley to amend Condition A by striking the last sentence "All of these units shall be condominium units. This approval does not constitute a subdivision creating any individual lots.", to amend Condition N by adding "Property Owners Association" after the word Condominium, to amend Condition Q by adding "Property Owners Association" after the word Condominium and amend Condition R by adding "Property Owners Association" after the word Condominium.

Motion Adopted: 5 Yeas

**Vote by Roll Call: Ms. Gruenebaum, Yea; Mr. McCarron, Yea;
Mr. Lloyd, Yea; Mr. Rieley, Yea;
Mr. Hudson, Yea**

**M 225 25
Adopt
Ordinance
No. 3095/
CU2449**

A Motion was made by Ms. Gruenebaum, seconded by Mr. Rieley to Adopt Ordinance No. 3095 entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR MULTI-FAMILY DWELLINGS (116 UNITS) TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 30.57 ACRES, MORE OR LESS” for the reasons and conditions given by the Planning & Zoning Commission as follows and as amended by this Council:

- 1. The purpose of the MR zone is to provide housing in an area which is expected to become urban in character and where central water and sewer is available. This conditional use application for multi-family units appearing as single-family structures is in compliance with the purposes of the MR zone.**
- 2. Both central water and central sewer will be available to this site.**
- 3. The property is in the vicinity of other properties with a variety of business, commercial and residential zonings and uses. The zoning classifications around the Property include primarily GR, MR, HR-1, AR-1, C-1, CR-1, C-2, and the B-1. The surrounding area along Banks Road contains a mixture of housing styles including manufactured home communities, single-family detached homes, townhomes and multi-family units, including Lingo Estates (3.9 unites/acre), Enchanted Acres (4.0 units/acre), Shawn’s Hideaway (5.2 units/acre), Bayshore (8.9 units/acre), and Baywood Garden Villas (9.4 units/acre). This conditional use for 116 units at approximately 3.8 units per acre is consistent with other zoning, uses and residential development in the area.**
- 4. The Property contains approximately 0.73 acres of non-tidal wetlands adjacent to Guinea Creek which will be protected with Resource Buffers as shown on the Preliminary and Final Site Plans.**
- 5. DelDOT has reviewed the proposed project and has determined that the development’s traffic impact will be Minor. When DelDOT determines that traffic impact will be minor, a project is eligible to pay an Area Wide Study Fee instead of obtaining a Traffic Impact Study. Paying this fee does not eliminate the developer’s obligation to construct or pay for offsite road improvements that are required by DelDOT.**
- 6. The conditional use meets the purpose of the Zoning Ordinance in that it promotes the orderly growth of the County in an appropriate location.**
- 7. The conditional use is consistent with the County’s Comprehensive Land Use Plan. It is in the Coastal Area according to the Plan, which is a Growth Area. The Plan states that medium and higher densities**

M 225 25
Adopt
Ordinance
No. 3095/
CU2449
(continued)

can be appropriate where, like here, there are features such as central water and sewer and nearby commercial uses and employment centers. The Plan also states that a range of housing types should be permitted in the Coastal Area, including single family homes, townhouses and multifamily units.

8. The project creates residential housing options at an appropriate density in an area: (1) That is served by Sussex County sewer and central water; (2) That is near a significant number of commercial uses and employment centers; (3) That is in keeping with the character of the area; and (4) That is situated near a Major Collector Road (Long Neck Road) with another Major Collector (Route 24) in close proximity. All of these factors are consistent with the purpose of both the MR District in the Zoning Code and the Coastal Area designation in the Comprehensive Plan.
9. As part of the Application and during the public hearing before the Planning & Zoning Commission, the Applicant unilaterally promised to make financial contributions to address housing needs in Sussex County and also to support the local Fire Company. These promises are not required by Sussex County and have not influenced the decision to recommend approval of this application. Instead, they are being included as conditions to this recommendation to confirm the representations made by the Applicant so that they will be performed as stated.
10. There is no evidence that this project will adversely affect the neighboring properties, area roadways or community facilities.
11. This recommendation is subject to the following conditions:
 - a. There shall be no more than 116 Units within the development. These units shall consist of 75 attached dwellings in the form of townhomes and 41 single family detached homes.
 - b. All entrances, intersections, roadways and multimodal improvements required by DelDOT shall be completed by the applicant in accordance with DelDOT's determination.
 - c. The active recreational amenities for the project shall include a small pool house with a minimum square footage of 500 square feet and a pool with a minimum water surface area of 1,200 square feet. There shall also be a dock with boat slips and a kayak launch (subject to all applicable DNREC approvals) for use by the residents of the community. These amenities shall be completed in compliance with Section 115-194.5 of the Zoning Code.
 - d. Central sewer shall be provided to the development by Sussex County. The developer shall comply with all requirements and specifications of the Sussex County Engineering Department.
 - e. The development shall be served by a central water system providing adequate drinking water and fire protection as required by applicable regulations.
 - f. Stormwater management and erosion and sediment control shall be constructed in accordance with applicable State and County requirements, and the project shall utilize Best

**M 225 25
Adopt
Ordinance
No. 3095/
CU2449
(continued)**

Management Practices to construct and maintain these fixtures. The Final Site Plan shall contain the approval of the Sussex Conservation District. Further, due to the proximity of this property to Guinea Creek, the following additional requirements for stormwater protection should be strictly enforced:

- 1. An enhanced sediment and erosion control plan shall be prepared by the developer's engineer and submitted for review and approval by the Sussex Conservation District and the Sussex County Engineering Department applying superior stormwater outfall protection as well as sediment traps, sizing and placement above and beyond the Delaware erosion and sediment control handbook requirements.**
- 2. A sequence of construction optimizing erosion and sediment controls by limiting the various stages of earth disturbance to no more than 10 acres shall be prepared by the developers engineer and submitted for review and approval by the Sussex Conservation District and Sussex County Engineering Department. Disturbance of 10 acres sections may not proceed until permanent stabilization of the previous section is accomplished and approved by the Sussex County Conservation District.**
- 3. The developer shall acquire the services of a third-party construction reviewer to perform weekly construction review reports of the approved erosion and sediment control plan elements and the installation of stormwater management system until the development is complete and all bound to the Sussex Conservation District and Sussex County until the development is released. Any non-compliant portion of the work as noted in the weekly report shall be corrected by the developer within the time period specified in said report. Any delay in the timeframe and correcting non-compliant work shall result in restrictions on the issuance of new building permits as well as certificate of occupancy within the development until the non-complaint work is corrected.**
- g. Interior street design shall comply with or exceed Sussex County standards. In addition, there shall be sidewalks on both sides of all streets with interconnection between the sidewalks and DelDOT-mandated multi-modal paths.**
- h. Road naming and addressing shall be subject to the review and approval of the Sussex County Geographical Information Office.**
- i. The Applicant shall consult with the local school district's transportation manager to determine if a school bus stop is appropriate. The location of such a bus stop shall be shown on the Final Site Plan.**
- j. As shown on the Preliminary Site Plan, Resource Buffers required by Sussex County Code Section 115-193 shall be created to include waters, wetlands, their associated Resource Buffers and the additional areas shown on the Preliminary Site Plan, all of which shall be permanently protected, delineated and described on**

**M 225 25
Adopt
Ordinance
No. 3095/
CU2449
(continued)**

the Final Site Plan and within the Declaration of Covenants, Conditions, Easements, and Restrictions for the community. In addition, the developer shall provide protection of the resource buffer by creating a 20-foot-wide protective area outside of Resource Buffer B as average and shown on the preliminary site plan to be known as the Resource Buffer Protection Area which shall be subject to the following requirements:

1. The area including all wooded vegetation within the additional Resource Buffer protection area shall remain undisturbed except for uses permitted in Resource Buffer B by Section 115-193 of the Sussex County Code.
2. The community walking trail and the turnaround associated with the community dock currently shown on Resource Buffer B on the preliminary site plan shall be moved outside of Resource Buffer B and into the Resource Protection Area.
3. Construction fence shall be installed along the outer edge of the additional Resource Buffer Protection Area prior to the Sussex County Engineering Department issuance of a Notice to Proceed for the development maintained during construction and only removed as part of the close out process in accordance with Section 99-31 of the Sussex County Code.
4. During the phase of construction, adjacent to the additional Resource Buffer Protection Area, an additional super silt fence shall be installed 5 feet land side of the additional buffer protection area. The said super silt fence shall be maintained throughout the entirety of construction except for temporary access during the construction of the community walking trail and the turnaround associated with the community dock and shall only be permanently removed as part of the closeout process in accordance with Section 99-31 of the Sussex County Code.
- k. Approximately 12 acres or 40% of the site shall remain as open space.
- l. Construction, site work, and deliveries shall only occur on the site between the hours of 7:00a.m. through 6:00p.m., Monday through Friday and between 8:00 am and 2:00 pm on Saturday. No Sunday hours are permitted. A 24-inch by 36-inch "NOTICE" sign confirming these hours in English and Spanish shall be prominently displayed at the site entrance during construction.
- m. The Final Site Plan shall include a landscape plan for the development showing the proposed tree and shrub landscape design, including the buffer areas and the woodlands that must be preserved.
- n. The Applicant shall form a Condominium Property Owners Association that shall be responsible for the maintenance of all interior roadways and parking areas, buildings, buffers, stormwater management areas, recreational amenities and open space.
- o. All lighting on the site shall be shielded and downward screened so

**M 225 25
Adopt
Ordinance
No. 3095/
CU2449
(continued)**

- that it does not shine on neighboring properties or roadways.
- p. The Declaration of Covenants, Conditions, Easements and Restrictions for the subdivision and Final Site Plan shall state that agricultural and hunting activities exist nearby, and they shall include the Agricultural Use Protection Notice and a similar notice about hunting activities.**
 - q. As proffered by the Applicant, prior to the issuance of a building permit for each residential unit, the applicant shall make: (1) A \$3,500 contribution to the Sussex County Housing Trust administered by the Sussex County Department of Community Development and Housing to address housing needs in Sussex County. At the completion of this development the total contribution for housing will be \$406,000. (2) A \$500 contribution to the Indian River Volunteer Fire Company for a total contribution of \$58,000. Thereafter a monthly contribution of \$10 per completed dwelling unit shall be collected by the condominium property owner association and paid over to the Indian Volunteer River Fire Company on a semi-annual basis for a total annual contribution once the project is completed in the amount of \$13,920. All of these contribution requirements shall be set forth on the Final Site Plan and in the recorded governing documents of the development. A copy of this Ordinance shall also be provided to the Indian River Volunteer Fire Company and the Sussex County Department of Community Development and Housing as a condition of Final Site Plan approval.**
 - r. The applicant shall prepare and establish a marker/plaque describing the history of the Friendship School on the Property. The location of the marker/plaque shall be shown on the Final Site Plan and the maintenance of the marker/plaque shall be the responsibility of the condominium property owners association.**
 - s. The Final Site Plan shall depict or note these conditions of approval and it shall be subject to the review and approval of the Sussex Planning & Zoning Commission.**

Motion Adopted: 5 Yeas

**Vote by Roll Call: Ms. Gruenebaum, Yea; Mr. McCarron, Yea;
Mr. Lloyd, Yea; Mr. Rieley, Yea;
Mr. Hudson, Yea**

**Grant
Requests**

Ms. Wall presented grant requests for Council's consideration.

**M 226 25
First State
Community
Action
Agency**

A Motion was made by Mr. Rieley, seconded by Mr. McCarron to give \$1,000 (\$1,000 from Countywide Youth Grant Account) to First State Community Action Agency for their 10th annual miniature golf tournament.

Motion Adopted: 5 Yeas

Vote by Roll Call: Ms. Gruenebaum, Yea; Mr. McCarron, Yea;
Mr. Lloyd, Yea; Mr. Rieley, Yea;
Mr. Hudson, Yea

M 227 25 A Motion was made by Mr. Rieley, seconded by Mr. McCarron to defer the
Town of grant request for the Town of Millsboro for the acquisition of a K-9 unit for
Millsboro the Millsboro police department.

Motion Adopted: 5 Yeas

Vote by Roll Call: Ms. Gruenebaum, Yea; Mr. McCarron, Yea;
Mr. Lloyd, Yea; Mr. Rieley, Yea;
Mr. Hudson, Yea

M 228 25 A Motion was made by Mr. McCarron, seconded by Mr. Rieley to give
Town of \$1,500 (\$1,500 from Mr. McCarron's Councilmanic Grant Account) to the
Greenwood Town of Greenwood for their national night out event.

Motion Adopted: 5 Yeas

Vote by Roll Call: Ms. Gruenebaum, Yea; Mr. McCarron, Yea;
Mr. Lloyd, Yea; Mr. Rieley, Yea;
Mr. Hudson, Yea

M 229 25 A Motion was made by Mr. Rieley, seconded by Mr. McCarron to give
Clothing \$2,000 (\$2,000 from Countywide Youth Grant Account) to Clothing Our
Our Kids Kids for their Clothe a Kid program.

Motion Adopted: 5 Yeas

Vote by Roll Call: Ms. Gruenebaum, Yea; Mr. McCarron, Yea;
Mr. Lloyd, Yea; Mr. Rieley, Yea;
Mr. Hudson, Yea

Proposed Mr. Rieley introduced a Proposed Ordinance entitled "AN ORDINANCE
Ordinance TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1
Introduct- AGRICULTURAL RESIDENTIAL DISTRICT FOR AN ON-PREMISE
ions ELECTRONIC MESSAGE CENTER SIGN TO BE LOCATED ON A
CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX
COUNTY, CONTAINING 2.18 ACRES, MORE OR LESS" filed on behalf
of New Life Bible Fellowship Church.

Mr. McCarron introduced a Proposed Ordinance entitled "AN
ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-
1 AGRICULTURAL RESIDENTIAL DISTRICT FOR AN OUTDOOR
ATHLETIC FIELD AND CONCESSION TRAILER/FOOD TRUCK TO
BE LOCATED ON A CERTAIN PARCELS OF LAND LYING AND
BEING IN SUSSEX COUNTY, CONTAINING 8.07 ACRES, MORE OR
LESS" filed on behalf of Martin Pacheco and Agustin Lee Pacheco-Quillen.

	The Proposed Ordinances will be advertised for a Public Hearing.
CM Comments	There were no Council Member comments.
M 230 25 Recess	At 11:36 a.m., a Motion was made by Mr. McCarron, seconded by Mr. Lloyd to recess until 1:30 p.m. Public Hearings. Motion Adopted: 5 Yeas Vote by Roll Call: Ms. Gruenebaum, Yea; Mr. McCarron, Yea; Mr. Lloyd, Yea; Mr. Rieley, Yea; Mr. Hudson, Yea
M 231 25 Reconvene	At 1:30 p.m., a Motion was made by Mr. McCarron, seconded by Mr. Lloyd to come out of recess back into Regular Session. Motion Adopted: 5 Yeas Vote by Roll Call: Ms. Gruenebaum, Yea; Mr. McCarron, Yea; Mr. Lloyd, Yea; Mr. Rieley, Yea; Mr. Hudson, Yea
M 232 25 Approve Ord. No. 24- 04 Withdrawal	A Motion was made by Mr. Rieley, seconded by Ms. Gruenebaum to allow the withdrawal of Ordinance No. 24-04. Motion Adopted: 5 Yeas Vote by Roll Call: Ms. Gruenebaum, Yea; Mr. McCarron, Yea; Mr. Lloyd, Yea; Mr. Rieley, Yea; Mr. Hudson, Yea
Rules	Mr. Moore read the rules of procedure for zoning hearings.
Public Hearing/ CZ2049 & CU2580	A Public Hearing was held on a Proposed Ordinance entitled “AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN B-2 COMMUNITY BUSINESS DISTRICT TO AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 0.95 ACRES, MORE OR LESS” (property is lying on the southeast side of John J. Williams Highway [Rt. 24], approximately 520 feet northeast of Layton Avenue) (911 Address: N/A) (Tax Map Parcel: 234-32.00-60.00) filed on behalf of Toney Floyd Trucking, LLC. The Planning & Zoning Commission held a Public Hearing on the application on April 2, 2025. At the meeting of April 16, 2025, the Planning & Zoning Commission recommended approval of the application for the 7 reasons as outlined.

**Public
Hearing/
CZ2049 &
CU2580
(continued)**

A Public Hearing was held on a Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR COMMERCIAL HAULING, GOODS AND MATERIALS DELIVERY SERVICES, AND DRIVEWAY INSTALLATION BUSINESS TOGETHER WITH STORAGE OF VEHICLES, EQUIPMENT, AND MATERIALS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 0.95 ACRES, MORE OR LESS” (property is lying on the southeast side of John J. Williams Highway [Rt. 24], approximately 520 feet northeast of Layton Avenue) (911 Address: N/A) (Tax Map Parcel: 234-32.00-60.00) filed on behalf of Toney Floyd Trucking, LLC.

The Planning & Zoning Commission held a Public Hearing on the application on April 2, 2025. At the meeting of April 16, 2025, the Planning & Zoning Commission recommended approval of the application for the 6 reasons and 15 recommended conditions of approval as outlined.

Jamie Whitehouse, Planning & Zoning Director, presented the applications.

The Council found that Ms. Mackenzie Peet, Esq., of Saul Ewing, LLP, spoke on behalf of the Applicant; that the plan is to downzone from B-2 to AR-1 to allow for a Conditional Use for commercial hauling of goods and materials, delivery services and a driveway installation business; that they have been operating in the County for over 20 years; that these applications come as a result of a previously denied proposal for the same business at another location; that the Planning & Zoning Commission reviewed the applications; that the Commission recommended approval for both applications; that the applicant agrees with the conditions as outlined by the Commission; that the new location is surrounded by commercial and residential properties and is currently zoned AR-1 (Agricultural Residential) and is within a developing area; that per the Comprehensive Plan growth areas are located near municipalities or town centers; that the proposed business aligns with this vision by promoting residential and commercial development in Sussex County; that it is located in Level 2; that the concept plan has an access road proposed off of Route 24 for the trucks to be able to drive right in and go directly into a parking space or right up to the material storage bins; that there is proposed fencing around the side and rear yards to serve as a visual screen, a 40’x80’ building and material storage bins are proposed to be placed on the property; that the Millsboro bypass may tie into the area; that if the entrance needs to be relocated, it will be submitted for approval; that public water and sewer are not available, but the applicant will likely install a well; that there is a small wetland wellhead protection area that will be avoided; that the rezoning request is to return the property to its prior designation of AR-1 (Agricultural Residential) from the B-2 (Business Community) because the current zoning does not allow the Conditional Use to occur; that the proposed use meets the purpose of a Conditional Use as outlined in the Code, given its public and semi-public character which serves the general convenience and welfare of the community; that the hours

of operation would be 6:30 a.m. – 6:30 p.m., Monday through Friday and 8:00 a.m. – 3:00 p.m. on Saturday; that deliveries of materials shall be made between 9:00 a.m. – 4:00 p.m., Monday through Friday with no Sunday hours at all; that there will be no stockpiling of materials, all associated materials with respect to the driveway installation business must be kept in orderly condition; that parking shall be in compliance with the Code; that no junk or inoperable or unregistered vehicles, trailers or equipment shall be permitted; that no maintenance, except for minor mobile maintenance shall be performed; that no hazardous materials or fuel shall be stored on the property, except for limited quantities for routine vehicle and equipment maintenance; that a signed petition was entered into the applicants file with the support of all the neighboring property owners.

There were no public comments.

The Public Hearing and public record were closed.

**M 233 25
Adopt
Ordinance
No. 3096/
CZ2019**

A Motion was made by Mr. Rieley, seconded by Mr. McCarron to Adopt Ordinance No. 3096 entitled “AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN B-2 COMMUNITY BUSINESS DISTRICT TO AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 0.95 ACRES, MORE OR LESS” for the reasons given by the Planning & Zoning Commission as follows:

1. This property was recently rezoned from AR-1 to B-2 so that it could be used for business purposes in conjunction with the Applicant’s existing business next door. The purpose of this down-zoning is to allow the Applicant to obtain a conditional use for an appropriate business at this location that is not specifically permitted in the B-2 District.
2. The property is located along Route 24 near the future intersection with the Millsboro Bypass. AR-1 zoning with a conditional use for the Applicant’s business is appropriate at this location.
3. Downzoning this property to AR-1 is consistent with the Sussex County Comprehensive Plan and its Future Land Use Map.
4. The purpose of this downzoning is to enable a conditional use for the applicant’s business. There will not be any public access, and the use will not have an adverse impact on the neighborhood.
5. Should the conditional use not be approved, or should it expire, the AR-1 zoning will remain in place, which is a less-intensive zoning district than the B-2 District.
6. The record includes a petition signed by many of the neighboring property owners supporting this rezoning. There was no opposition to this application.
7. For all of these reasons, the rezoning of this property from B-2 to AR-1 is appropriate.

Motion Adopted: 5 Yeas

**Vote by Roll Call: Ms. Gruenebaum, Yea; Mr. McCarron, Yea;
Mr. Lloyd, Yea; Mr. Rieley, Yea;
Mr. Hudson, Yea**

**M 234 25
Adopt
Ordinance
No. 3097/
CU2580**

A Motion was made by Mr. Rieley, seconded by Ms. Gruenebaum to Adopt Ordinance No. 3097 entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR COMMERCIAL HAULING, GOODS AND MATERIALS DELIVERY SERVICES, AND DRIVEWAY INSTALLATION BUSINESS TOGETHER WITH STORAGE OF VEHICLES, EQUIPMENT, AND MATERIALS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 0.95 ACRES, MORE OR LESS” for the reasons and conditions given by the Planning & Zoning Commission as follows:

- 1. As a result of a downsizing from B-2, this site will again have an AR-1 zoning. It is in a location where other small businesses exist. It is also located along Route 24 near the future intersection with the new Millsboro Bypass. These circumstances make this property an appropriate location for the Applicant’s business.**
- 2. The property is located within the Coastal Area according to the Sussex County Comprehensive Plan. Small business uses like this one are appropriate within this Area according to the Plan.**
- 3. DelDOT has stated that the traffic generated by this use will be “diminutive”.**
- 4. The proposed use will not have a negative impact on the neighboring properties or roadways in this location.**
- 5. The use is of a public or semi-public character that is desirable for the general convenience and welfare of the area and the County.**
- 6. One neighbor testified in support of the Application and a petition was submitted in support of the Application signed by several neighbors. No parties appeared in opposition to the application.**
- 7. This recommendation is subject to the following conditions:**
 - a. This recommendation is conditioned upon the approval of Change in Zone #2049 to rezone this property from the B-2 District to the AR-1 District.**
 - b. The use shall be limited to a business for commercial hauling, goods and materials delivery services, and driveway installation business together with the storage of vehicles, equipment, and materials associated with these uses.**
 - c. There shall be no retail sales occurring on the property.**
 - d. The hours of operation shall be from 6:30 a.m. through 6:30 p.m., Monday through Friday, and 8:00 a.m. through 3:00 p.m. on Saturdays. Deliveries of materials shall only be made to the site between the hours of 9:00 a.m. through 4:00 p.m., Monday**

**M 234 25
Adopt
Ordinance
No. 3097/
CU2580
(continued)**

- through Friday. There shall be no Sunday hours.
- e. All materials associated with the driveway installation aspect of the business shall be managed in a manner that prevents accumulation beyond necessary operational needs. The storage area shall be located on a stabilized surface. All materials stored onsite shall only be kept in a neat, clean and orderly condition. Materials shall be stored within designated storage bins that are clearly identified on the Final Site Plan.
 - f. Parking shall be in compliance with Sussex County standards and be constructed with a stabilized surface. The parking areas shall be shown on the Final Site Plan and clearly marked on the site itself.
 - g. No junked, inoperable or unregistered vehicles, trailers, or equipment shall be kept onsite.
 - h. No maintenance of vehicles, trailers, or equipment shall occur onsite except for limited minor maintenance and repairs that can be reasonably conducted onsite, including those performed by mobile servicers. These services may include minor tasks such as battery replacement, tire changes, oil changes, air hose changes, and minor trailer repairs like those for tongues or hitches. Such maintenance services shall not involve extensive equipment that is only typically available at offsite repair shops or maintenance facilities.
 - i. No hazardous materials or fuel shall be stored onsite, except for limited quantities necessary for routine vehicle and equipment maintenance, such as oil changes. All liquids, oils and hazardous materials shall be handled, contained and properly disposed of in accordance with federal, state and local requirements and industry practices.
 - j. One lighted sign shall be permitted. It shall not exceed 32 square feet in size.
 - k. There shall be perimeter fencing installed along all sides of the property other than the frontage along Route 24. The fencing shall be solid and with a height of 7 feet to screen this use from neighboring and adjacent properties. The design, height and location of the fence shall be shown on the Final Site Plan.
 - l. All lighting on the site shall be downward screened so that it does not shine on neighboring properties or roadways.
 - m. Any dumpsters on the site shall be screened from the view of neighboring properties and roadways. The dumpster locations shall be shown on the Final Site Plan.
 - n. The applicant shall comply with all DelDOT requirements for entrance and roadway improvements.
 - o. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning and Zoning Commission.

Motion Adopted: 5 Yeas

Vote by Roll Call: Ms. Gruenebaum, Yea; Mr. McCarron, Yea;

**Mr. Lloyd, Yea; Mr. Rieley, Yea;
Mr. Hudson, Yea**

**M 235 25
Adjourn**

**A Motion was made by Mr. McCarron, seconded by Mr. Rieley to adjourn
at 1:50 p.m.**

Motion Adopted: 5 Yeas

**Vote by Roll Call: Ms. Gruenebaum, Yea; Mr. McCarron, Yea;
Mr. Lloyd, Yea; Mr. Rieley, Yea;
Mr. Hudson, Yea**

Respectfully submitted,

**Tracy N. Torbert
Clerk of the Council**

{An audio recording of this meeting is available on the County's website.}

RESOLUTION NO. R XXX 25

A RESOLUTION EXPRESSING SUSSEX COUNTY COUNCIL’S SUPPORT FOR THE PRESERVATION OF LOCAL GOVERNANCE AMONG DELAWARE’S COUNTIES

WHEREAS, the State of Delaware, recognizing that power flows up, from the people, has for decades delegated to its constituent counties the responsibility of performing various government functions and providing public services to the citizens of their respective jurisdictions; and

WHEREAS, under Title 9 of Delaware Code, Sussex County is established as a political subdivision of the State of Delaware with home rule authority to ‘exercise every power, privilege, right and duty which belongs and appertains to the county governments’; and

WHEREAS, the State of Delaware specifically has enabled local governments, including the three counties, to have jurisdictional authority in matters of zoning and land use, recognizing that locally elected officials are the first line of service and ideally positioned to make decisions that are in the best interest of the communities they serve; and

WHEREAS, recent legislative efforts that would preempt local decision-making authority stand to undermine local governments’ ability to effectively govern in accordance with the will of the people, potentially denying communities the chance to chart their own outcomes based on unique, and sometimes differing, needs and values;

NOW, THEREFORE, BE IT RESOLVED that the Sussex County Council hereby joins with Kent and New Castle counties in offering to work collaboratively with our State legislative partners to preserve the First State’s tradition of ‘local control’, and respectfully urges the membership of the Delaware General Assembly to affirm, uphold, and respect the long-established authority of local governments – we the people – to reasonably govern for themselves; and

BE IT FURTHER RESOLVED that the County Administrator shall send an official copy of this resolution, upon its adoption, to both chambers of the Delaware General Assembly for consideration.

I DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF RESOLUTION NO. R XXX 25 ADOPTED BY THE SUSSEX COUNTY COUNCIL ON THE 3RD DAY OF JUNE 2025.

**TRACY N. TORBERT
CLERK OF THE COUNCIL**

WILLIAM PFAFF
ECONOMIC DEVELOPMENT DIRECTOR
(302) 855-7700 T
(302) 854-5383 F
william.pfaff@sussexcountyde.gov



Sussex County
DELAWARE
sussexcountyde.gov

Memorandum

TO: Sussex County Council
The Honorable Douglas B Hudson, President
The Honorable John L. Rieley, Vice President
The Honorable Jane Gruenebaum
The Honorable Matt Lloyd
The Honorable Steve C. McCarron

FROM: William Pfaff
Economic Development

RE: **Delaware Coastal Business Park Lease**

DATE: May 29, 2025

On the agenda Tuesday ~ the following lease will be presented for approval in the Delaware Coastal Business Park:

- PATS AIRCRAFT, LLC, d/b/a ALOFT AERO ARCHITECTS ~ with a principal office located at 21652 Nanticoke Avenue, Georgetown, DE.

This new lease is said commercial real property known as 21628 Baltimore Avenue, Georgetown, Delaware, which is improved with a building containing 3360sf and located on lot 19A. The property will be known as the ALOFT INNOVATION CENTER.



COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT ("Lease") is made and entered into this ___ day of _____, 2025 (the "Effective Date"), by and between **SUSSEX COUNTY**, a political subdivision of the State of Delaware, with an address of 2 The Circle, P.O. Box 589, Georgetown, DE 19947 ("Lessor"), and **PATS AIRCRAFT, LLC, D/B/A ALOFT AEROARCHITECTS**, with a principal office located at 21652 Nanticoke Avenue, Georgetown, DE 19947 ("Lessee"), and it recites and provides as follows.

RECITALS

WHEREAS, Lessor is the owner of certain commercial real property which is improved by a 3,360 square foot commercial building ("the Building") as hereafter described; and

WHEREAS, Lessee desires to lease said commercial real property known as 21628 Baltimore Avenue, Georgetown, Delaware, which is improved by the Building and is identified as Lot 19A in the Delaware Coastal Business Park, for the operation of an airplane galley showroom;

W I T N E S S E T H:

That the parties of this Lease, intending to be legally bound, hereby covenant and agree as follows:

1. **PREMISES:** Lessor leases to Lessee and Lessee accepts, as Lessee, the premises to a suitable Lessee for business purposes, described as follows:

A portion of the tract of land as improved by the Building identified as 21628 Baltimore Avenue, Georgetown, Delaware, which is improved by the Building and is identified as Lot 19A in the Delaware Coastal Business Park and as Sussex County Tax Parcel No. 135-20.00-75.00 being approximately 1.0 acres of land, more or less (the "Leased Premises" or "premises"). Lessee acknowledges that Lessor reserves the right to change the parcel numbers and street names located in Delaware Coastal Business Park during the term of this Lease.

2. **TERM:** The initial term of this Lease shall be five years and six months, which shall commence at 10:00 o'clock A.M. on July 1st, 2025 ("the Commencement Date") and shall terminate at 11:59 o'clock P.M. on December 31st, 2030, unless sooner terminated as provided in this Lease.

3. **RENT:**

- a. For the initial lease term referred to in paragraph 2, and for any renewal period referred to in paragraph 5 herein, Lessee shall pay rent annually in one (1) lump sum payment, payments of which shall be due and payable upon the commencement of the Lease term. Notwithstanding the foregoing, if the Lease term commences after January 1, the annual rent shall be prorated on a per diem basis for the remainder of the initial year and payment for the remainder of the initial year shall be due on the Commencement Date ("Initial Rent Payment"). All payments thereafter shall be due and payable annually on the 1st day of January each year for the remainder of the Lease term and any renewal thereof without demand and without setoff or deduction. The initial annual rent shall be calculated at the rate of Ten Dollars (\$10.00) per square foot of the commercial building on the Leased Premises which is Thirty-Three Thousand Six Hundred Dollars (\$33,600.00) ("Base Rent"). All other costs due hereunder shall be considered additional rent ("Additional Rent") which shall be due and payable as hereinafter set forth. The Base Rent shall be subject to adjustments as set forth in Paragraph 4. herein.
- b. Any payment by Lessee or acceptance by Lessor of a lesser amount than shall be due from Lessee to Lessor shall be treated as a payment on account. The acceptance by Lessor of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Lessor may accept such check without prejudice to any other rights or remedies which Lessor may have against Lessee.
- c. **PAYMENT PROVISIONS:** All payments should be made to Sussex County Council, Sussex County Treasury Office, 2 The Circle, P.O. Box 589, Georgetown, Delaware 19947, or such other place or places as may from time to time be designated in writing by Lessor.

4. **RENEWAL OF LEASE:**

- a. Provided Lessee is not otherwise in default of this Lease, Lessee shall have the option to renew this Lease on the same terms expressed herein for one (1) additional five (5) year term. If Lessee intends to exercise its option to renew this Lease for an additional five (5) year term, Lessee shall provide Lessor with a minimum of one hundred eighty (180) days' written notice prior to the expiration of this Lease or renewal period, as the case may be. Upon Lessor's receipt of such notice from Lessee, except as otherwise provided herein, the provisions of this rental agreement shall be deemed to have been

accepted and agreed to by Lessor, and the terms of this Lease shall remain in full force and effect. In the event Lessee does not provide Lessor with the required notice in a timely manner, unless Lessor and Lessee agree in writing to renew this Lease without modifications or amendments prior to the expiration of this Lease, this Lease shall terminate upon expiration of this Lease. If Lessee fails to exercise the option, at the end of the initial Lease term, or any further extensions or renewals thereof, the land subject to this Lease and all improvements thereon shall revert to Lessor, or its successors or assigns.

b. **CPI-U RENT ADJUSTMENT**: The Base Rent during the Renewal Term will be adjusted according to this paragraph on the first day of the Renewal Term.

(1) In this Paragraph 4, the following terms shall have the meaning set forth herein:

(a) "Price Index" means the Consumer Price Index for All Items, All Urban Consumers, U.S. City Average (CPI-U Table 1, unadjusted as published monthly by the United States Department of Labor, Bureau of Labor Statistics) compared to the same index sixty (60) months earlier. If publication of the above index shall be discontinued, then another index generally recognized as authoritative shall be substituted, as selected by Lessor in its reasonable discretion.

(b) "Base Price Index" means the Price Index for the month (the "Base Month") nearest before the Commencement Date for which the Price Index is published and/or the most recently available.

(2) The Base Rent payable during the Renewal Term will be increased beginning on first day of the Renewal Term by a fraction whose numerator is the Price Index published for the then most recent anniversary month of the Base Month and whose denominator is the Base Price Index. The Base Rent as adjusted will not be reduced pursuant to this paragraph.

(3) If a substantial change is made in the Price Index, or its publication is discontinued or changed in such a way as to prevent calculations pursuant to this Paragraph 4, then the Price Index will be adjusted to the figure that would have been used had the manner of computing the Price Index in effect at the date of this Lease not been altered. If the Price Index (or a successor or substitute index) is not available,

a reliable governmental or other nonpartisan publication evaluating the information used in determining the Price Index will be used.

- (4) No adjustments will be made due to any revision that may be made in the Price Index for any month.
- (5) The statements of the adjustment shall be furnished and prepared by Lessor. The statements thus furnished to Lessee will constitute a final determination as between Lessor and Lessee of the relevant adjustment.
- (6) Seasonal adjustments will not be used.
- (7) Lessor's delay or failure in computing or billing for these adjustments will not impair the continuing obligation of Lessee to pay Base Rent adjustments.
- (8) Lessee's obligation to pay Base Rent as adjusted by this Paragraph 4 will continue up to the expiration of this Lease and will survive any earlier termination of this Lease.
- (9) Within thirty (30) days after Lessor gives Lessee notice of the adjusted Rent, Lessee will pay the adjusted Rent retroactive to the first month of the then-current five (5) year lease period. The adjusted Rent will be the yearly Base Rent for the balance of the then-current five (5) year lease period. Lessor will give Lessee written notice indicating how the adjusted Rent amount was computed.

5. **EASEMENTS, RESTRICTIONS AND CONDITIONS; RULES AND REGULATIONS:** This Lease is subject to easements, restrictions and conditions which are of record, or generally applicable to the immediate neighborhood, or may be observed by inspection of the premises. The Lessee shall be responsible for obtaining a title search should the Lessee so desire to verify all such easements, conditions and regulations. Lessee further acknowledges that its use of the Leased Premises is subject to Lessor's Rules and Regulations, which may be reasonably amended from time to time at Lessor's discretion, a copy of which is attached hereto as Exhibit B and are incorporated herein by reference. Failure to comply with any easements, restrictions, conditions or Rules and Regulations shall constitute a material breach of the terms of this Lease.

6. **USE:**

- a. Lessee shall have the right to utilize the Leased Premises and any improvements to be located thereon for activities know as Aloft Innovation Center.
- b. The use of the Leased Premises shall at all times comply with all laws, ordinances, orders, regulations and requirements of any governmental authority having jurisdiction.
- c. It is specifically agreed that this Lease Agreement is non-exclusive. Lessor reserves the right to lease other real property at the Delaware Coastal Business Park or the Delaware Coastal Airport for identical or similar uses.
- d. Lessee agrees not to make any unlawful, improper or offensive use of the Leased Premises or to make any use thereof contrary to any law or ordinance now or hereafter enacted or to make any use thereof which endangers any person or property, threatens the insurability of the Leased Premises, or otherwise constitutes a nuisance (in Lessor sole judgment). Further, Lessee agrees to operate its business within the guidelines, requirements and regulations of all government and regulatory agencies as these apply to Lessee's business and use. Any notices of the Lessee's failure to fully comply, or notices that the Lessee's business violates any regulations or standards contained in the regulations of any agency, shall constitute a material breach of this Lease if not cured within permitted time frames set forth in this Lease.
- e. Lessee agrees to promptly open its business and use and occupy the Leased Premises continuously and uninterrupted in a commercially reasonable manner throughout the term of this Lease and to be open for business during reasonable business hours.
- f. Lessee agrees to operate the Leased Premises for the purposes set forth above during the entire term of this Lease in a prudent, efficient manner and reflecting the standards of a commercially appropriate business based on the permitted uses.
- g. Lessee may not (i) abandon or vacate the Leased Premises without giving notice to the Lessor; (ii) disfigure or deface the Leased Premises or permit any waste, nuisance or unlawful use on or about the Leased Premises; (iii) use the Leased Premises without a Certificate of Occupancy; or (iv) violate any municipal, county, state or federal law, rule, regulation or order.

7. **ADDITIONAL RENT - PAYMENTS, COMMON AREA MAINTENANCE, TAXES AND INSURANCE.**

- a. **Payments.** In the event any installment of Rent, Additional Rent, or any sum due Lessor under this Lease, is not received in full within thirty (30) days from the due date, then Lessee shall pay to Lessor a late administration fee equal to five percent (5%) of such overdue amount. Further, any Rent, Additional Rent, or other sum past due and owed to the Lessor by the Lessee under this Lease shall be subject to interest at the rate of eighteen percent (18%) per annum. Any check returned to the Lessor for any sum due to Lessor under this Lease, shall be subject to an additional late fee of ten percent (10%) and an administrative fee of the greater of One Hundred Dollars (\$100.00) or the Lessor's standard administrative fees for similar leases in the Delaware Coastal Business Park. Acceptance of late Rent shall in no way prejudice, waive, modify, or alter any of the rights or remedies which the Lessor may have under this Lease.
- b. **Taxes.** Lessor will pay all general real estate taxes, if any, which may be levied or assessed by any lawful authority against the real property only on the Leased Premises. Lessee agrees to pay any and all taxes and assessments levied or assessed against the improvements constructed on the Leased Premises and all equipment installed therein. Lessee shall make payments directly to the taxing authority when due.
- c. **Maintenance** Lessee shall be responsible for operating, repairing, and maintaining the Building, facilities and all grounds of the Leased Premises (hereinafter "Maintenance"). Maintenance of Leased Premises shall be an all-inclusive term which encompasses, among other things, snow and ice removal of all parking areas and drive aisles, lawn mowing, landscaping, debris and refuse removal from the grounds, etc. If Lessee fails to meet its obligations under this Paragraph, Lessor may perform the necessary work and charge Lessee for the same, which charge shall be deemed as Additional Rent due within thirty (30) days of Lessee's receipt of written notice from Lessor. Lessor shall be responsible for ground maintenance, including lawn mowing and snow and ice removal, along Baltimore Avenue up to the edge of the Leased Premises. Lessee shall neither encumber nor obstruct the sidewalks, driveways, yards or entrances, but shall keep and maintain the same in a clean condition, free from debris, trash, refuse, snow and ice. Lessee shall be responsible for all grass cutting and snow removal on the Leased Premises. Grass shall be mowed regularly so as to prevent grass from growing beyond six (6) inches in height. Snow removal from access road to the Building shall be the sole responsibility of Lessee.

- d. **Common Area Maintenance Charges.** Each year, as part of the Sussex County Government's fiscal year and budget process, Lessor shall prepare an estimate of the total cost required to pay for the maintenance, management, operation, repair and replacement of the common area in the Delaware Coastal Business Park, and shall assess fees against Lessee for its proportionate share of the total cost which shall be calculated based on the acreage of Lessee's Leased Premises in proportion to the total combined acreage of all sites available in the Delaware Coastal Business Park ("Common Area Fees"). The Common Area Fees shall be invoiced to Lessee in August based on costs from the previous July to June and shall be due and payable to Lessor by Lessee within thirty (30) days of Lessee's receipt of Lessor's written invoice. The Common Area Fees shall be deemed Additional Rent hereunder.
8. **TRANSFER TAX:** This transaction is exempt from realty transfer tax.
9. **UTILITIES:** Lessor shall be responsible for extending electric, potable water, sewer and fire suppression facilities to the edge of the Leased Premises. Lessee shall be solely responsible for all permanent utility installation on and from edge of the Leased Premises. Lessee shall pay all one-time charges, for on and/or off-site improvements levied by utility providers including but not limited to: connection fees, tap-in fees, impact fees, hookup fees and deposits, for electricity, potable water, fire suppression, sewer, internet access, telephone and fire alarm land lines, etc. Lessee shall also pay for any and all recurring charges for utility services used or consumed at the Leased Premises during Lessee's use or occupancy thereof. Each year Lessor has the right to levy water usage fees to all tenants of the Delaware Coastal Business Park based on meter readings if desired.
10. **IMPROVEMENTS:**
- a. **Condition of Leased Premises.** Subject to Lessor's responsibilities referred to herein, Lessee accepts the Leased Premises, including the Building, in "as is" condition and acknowledges that the Leased Premises and the Building are suitable for Lessee's intended use.
- b. **Intentionally Omitted.**
- c. **Lessee's Work.** Lessee intends to renovate the Building at Lessee's sole cost and expense. Lessee agrees not to commence any renovations, repairs, or construction until Lessor has approved the Lessee's plans and layout. Lessee shall keep the Leased Premises and the Building free from any liens arising out of any work performed, materials furnished, or obligations

incurred by or on behalf of Lessee. Any work performed by Lessee shall be completed in a good and workman like manner using new construction materials, and Lessee shall obtain all permits required for any such work.

- d. **Stormwater Management.** Lessee shall meet all stormwater and water quality requirements, rules, laws, regulations, statutes, and ordinances, as may be amended from time-to-time by an authority having jurisdiction over the same, pertaining to the Leased Premises either by use of on-site facilities constructed at Lessee's sole expense or through use of existing facilities within the Delaware Coastal Business Park subject to Lessor's prior written approval which may be withheld in Lessor's sole discretion.

- e. **Construction, Repair, Maintenance and Alteration of Improvements.** The Leased Premises are being leased with the Building located thereon. Lessee acknowledges that the Building shall be repaired and maintained at Lessee's sole cost and expense, and that Lessee shall maintain any and all improvements on the Leased Premises in good condition and repair during the Lease term. Any improvements or structure of any kind Lessee constructs on the Leased Premises, and any repairs, maintenance and alterations thereto or to the Building, shall be in compliance with all restrictions, conditions, ordinances, laws, regulations, Rules and Regulations, including Lessee's application for and receipt of all required permits and approvals prior to commencement of any work. All fixtures and equipment shall remain Lessee's property except as otherwise stated herein. The Building shall at all times remain property of Lessor. Lessee shall provide Lessor with a copy of all Certificates of Occupancy and Releases of Liens. At the end of the term of the Lease, all improvements to either the Leased Premises or the Building, or both, shall be the Lessor's property.

- f. **Credit Toward Base Rent.** It is understood and agreed that Lessee intends to make certain improvements to the Building and the Leased Premises as shown on Exhibit C. As an incentive for Lessee to make said improvements, Lessor shall provide Lessee with a credit towards the Base Rent of Twenty Thousand Dollars (\$20,000.00) per calendar year during the Initial Term, prorated on a per diem basis for any period of the initial term that is less than one calendar year, and not to exceed One Hundred Thousand Dollars (\$100,000.00) in aggregate. Lessee shall provide copies of all plans, designs, specifications, permits, invoice, and receipts to Landlord as soon as possible but not later than the end of the Initial Term demonstrating not less than One Hundred Thousand Dollars (\$100,000.00) in improvements to the Leased Premises. If Lessee fails to make the

improvements as required or fails to provide Lessor with the required documentation, Lessor shall have the option to require Lessee pay the balance of the Base Rent as though no credit had been provided. It is understood by Lessee that Lessor intends to seek grant funds related to these improvements to offset this credit and that evidence of the completion of these improvements is critical to grant applications. Lessee shall cooperate with Lessor's reasonable requests for information related to Lessee's improvements. This paragraph shall survive the termination or expiration of the Lease. The following table demonstrates the effect that a credit towards base rent will have on payments of rent to the Lessor:

Year	Rent Period	Base Rent	Credit	Base Rent Less Credits
2025	July 1st - December 31st	\$16,800	\$10,000	\$6,800
2026	January 1st - December 31st	\$33,600	\$20,000	\$13,600
2027	January 1st - December 31st	\$33,600	\$20,000	\$13,600
2028	January 1st - December 31st	\$33,600	\$20,000	\$13,600
2029	January 1st - December 31st	\$33,600	\$20,000	\$13,600
2030	January 1st - December 31st	\$33,600	\$10,000	\$23,600

11. **LIENS:**

- a. **No Authority to Encumber.** Lessee has no authority whatsoever to encumber the Leased Premises, the Building, or any improvements located thereon.
- b. **Mechanic's Liens.** Lessee shall not permit and shall immediately remove any mechanic's liens placed against the Leased Premises which may have resulted from any work performed on Lessee's behalf. Permitting a Mechanic's Lien to be placed against the Leased Premises or the Delaware Coastal Business Park shall be a material default if not removed within thirty (30) days after notice of its entry. Any improvements by Lessee on said Leased Premises shall be constructed at the sole expense of Lessee, and Lessor and its appointed and elected officials, employees, agents, and volunteers shall not be liable in any way for any amount of money arising out of said construction. Before starting construction, Lessee shall have recorded on the public records of Sussex County, Delaware, such legal notice as may be necessary, and in the form attached hereto as Exhibit D, wherein the public is advised that Lessor and its appointed and elected officials, employees, agents, and volunteers are not in any way liable for any claims or obligations for labor and materials on said job, and that the laborers, material men and subcontractors shall look solely to Lessee for payment and shall not be entitled to place a lien against said demised

property. If any mechanic's or materialmen's lien is filed or any claim made on account of labor or other material furnished, alleged to have been furnished or to be furnished to Lessee at the Leased Premises or against Lessor as the owner thereof, in addition to all remedies at law, Lessee shall: (a) pay to Lessor the greater of a fine of \$50.00 per day or the Lessor's standard fine for similar violations in similar leases in the Delaware Coastal Business Park for every day that any such Mechanic's Lien remains shall be due, and (b) within ninety (90) days after written notice from Lessor thereof, either pay or bond the same or procure the discharge thereof in such manner as may be provided by law. Lessee will indemnify Lessor and its appointed and elected officials, employees, agents, and volunteers for its costs, legal fees and expenses in defending any action, suit or proceedings which may be brought thereon or for the enforcement of such lien, or liens and Lessee shall pay any damages and any judgment entered thereon and save harmless and indemnify Lessor and its appointed and elected officials, employees, agents, and volunteers from any claims of damages resulting there from. Failure to do so shall entitle Lessor to resort to remedies as are provided herein in the case of any default of this Lease, in addition to such as are permitted by law.

- c. **Liens.** Any liens placed on property owned by Lessee which are located on the Leased Premises must first be approved by Lessor and Lessor shall have the right, in Lessor's sole discretion, to grant or withhold consent. Lessee shall hold Lessor harmless and without risk with respect to any lien placed on Lessee's equipment or personal property within or about the Leased Premises. Prior to the expiration or earlier termination of this Lease, Lessee shall promptly remove any and all liens including any against any of Lessee's property or equipment, or with advanced written notice to Lessor, remove any such property or equipment from the Leased Premises. Lessor shall assume no risk or responsibility for any lien remaining on the Leased Premises or Lessee's equipment or property and Lessee shall indemnify Lessor from any liability whatsoever. This paragraph shall apply to any work performed by Lessee on or in the Leased Premises during the entire Term of this Lease and any renewal hereof.
- d. **Statutory Lien.** Lessor hereby claims any and all statutory or other liens which it may have upon the equipment, furniture, fixtures, real and personal property of any Lessee or Sub-Lessee placed upon the improvements, and Lessee agrees that Lessor has such a lien to the extent provided by statute or otherwise. Lessor may, at Lessor's reasonable discretion, subordinate its lien right to the lien of any mortgage, deed of trust, or security instrument given by Lessee for the renovation of the improvements and purchase of

the equipment, furniture, fixtures and personal property placed upon the Leased Premises. Lessee shall furnish the Lessor with copies of all such security instruments.

12. **INSURANCE**: Lessee shall secure and maintain, at its own expense, the following required insurance coverages:

- a. **Commercial General Liability Insurance** - Lessee shall secure and maintain, at its own expense, commercial general liability insurance that insures against bodily injury, property damage, personal and advertising injury claims arising from Lessee's occupancy of the Leased Premises or operations incidental thereto. The minimum limits of liability for this insurance are as follows:

- (1) \$1,000,000.00 combined single limit – each occurrence
- (2) \$1,000,000.00 combined single limit – personal and advertising injury
- (3) \$2,000,000.00 combined single limit – general aggregate
- (4) \$1,000,000.00 combined single limit – products / completed operations aggregate

Such insurance shall be endorsed to name Lessor and its appointed and elected officials, employees, agents and authorized volunteers as additional insureds on a primary and non-contributory basis, with respect to liability arising out of or in connection with Lessee's occupancy of the Leased Premises or operations incidental thereto under this Lease Agreement. Certificates of insurance shall be delivered prior to occupancy and annually thereafter to Lessor and the Office of Economic Development, Sussex County Delaware.

- b. **Business Auto Liability Insurance** - Lessee shall secure and maintain, at its own expense business auto liability insurance with a minimum combined single limit of \$1,000,000 per accident and including coverage for bodily injury and property damage claims arising out of the maintenance, use or operation of any auto and contractual liability protection for bodily injury and property damage claims assumed under this Lease Agreement.

- c. **Workers' Compensation & Employers' Liability** - Lessee shall secure and maintain, at its own expense, workers' compensation insurance and employers' liability insurance. The workers' compensation insurance must satisfy Lessee's workers' compensation obligation to its employees in Delaware under State or Federal law. Employers' liability insurance must be secured with minimum limits of \$100,000.00 for bodily injury by accident, \$100,000.00 each employee for bodily injury by disease, and a \$500,000.00

policy limit for bodily injury disease. To the fullest extent permitted by law, Lessee's workers' compensation and employers' liability insurer shall not hold any right of subrogation against Lessor, and its appointed and elected officials, employees, agents, and volunteers. Lessee shall advise its insurer(s) of the foregoing and such waiver shall be permitted under any workers' compensation and employers' liability insurance policies maintained by Lessee.

- d. **Property and Business Income Insurance** - Lessee shall secure and maintain, at its own expense, all risk (special form) property insurance that insures against direct physical loss of or damage to the Building and Lessee's personal property including Lessee's improvements, fixtures, equipment and materials located in or on the Leased Premises, on a replacement cost valuation basis, with limits not less than 100% of the insurable replacement cost of all such property. Lessee shall also secure, at its own expense, all risk (special form) business income and extra expense insurance in amounts satisfactory to protect its interests as a result of direct physical loss of or damage to Lessee's covered property located on the Leased Premises. Lessor shall be an insured on Lessee's property and business income insurance as its interests may appear, in amounts sufficient to protect Lessor's interests.
- e. **Waiver of Subrogation** - To the fullest extent permitted by law, Lessee waives any right of recovery from Lessor, and its appointed and elected officials, employees, agents, and volunteers, for any loss, damage or injury to Lessee's property located on the Leased Premises (or resulting loss of income or extra expense), by reason of any peril required to be insured against under this Lease. To the fullest extent permitted by law, Lessee's property insurer shall not hold any right of subrogation against Lessor, and its appointed and elected officials, employees, agents, and volunteers. Lessee shall advise its insurer(s) of the foregoing and such waiver shall be permitted under any property and/or business income and extra expense insurance policies maintained by Lessee. Any deductible amount(s) selected by Lessee shall be the sole responsibility of Lessee.
- f. **Umbrella Excess Liability or Excess Liability Insurance** – Lessee shall secure and maintain, at its own expense, umbrella excess liability or excess liability insurance with minimum limits of \$4,000,000 combined single limit - each occurrence and \$4,000,000 combined single limit – aggregates. This insurance shall include the insurance specified in Paragraphs 12(c), 12(d) (Employers' Liability Insurance only) and 12(e) as underlying insurance. This insurance shall follow form with the coverage provisions, including who is an insured, required for underlying insurance.

- g. **Pollution Liability Insurance** – Lessee shall secure and maintain, at its own expense, pollution liability insurance that insures claims for pollution and remediation legal liability arising out of or in connection with the Lessee's occupancy of the Leased Premises. The minimum limits of liability for this insurance are \$1,000,000 each pollution condition and \$1,000,000 annual aggregate. This insurance shall name Lessor, and its appointed and elected officials, employees, agents, and volunteers as additional insureds on a primary and non-contributory basis. The endorsement(s) evidencing the required additional insured status must be submitted in conjunction with certificates of insurance furnished to Lessor. Lessee must continue to maintain such insurance, covering incidents occurring or claims made, for a period of three (3) years after termination of this Agreement.
- h. **Evidence of Insurance / Insurers** - Lessee shall furnish certificates of insurance, acceptable to Lessor, to the Manager, Airport and Business Park Operations, Sussex County, Delaware evidencing all policies required above at execution of this Agreement and prior to each renewal thereafter. Such insurance shall be written with insurers allowed to do business in Delaware, with a Best's Financial Strength Rating of "A-" or better, and a Financial Size Category of "Class VII" or better in the latest evaluation of the A.M. Best Company, unless otherwise approved by the Lessor. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation or non-renewal in coverage until sixty (60) days prior written notice has been given to Lessor. Therefore, a copy of the endorsements to the required policies that confirm additional insured status and the insurer is obligated to send notice to Lessor as required herein, must accompany all certificates of insurance. Liability policies required herein (other than pollution liability) may not be written on a "claims made" basis without the prior written approval of Lessor. If Lessee shall fail, refuse or neglect to secure and maintain any insurance required of Lessee or to furnish satisfactory evidence of insurance, premiums paid by Lessor shall be recoverable by Lessor from Lessee, together with interest thereon, as additional rent promptly upon being billed therefore.
- i. All policy limits as stated herein shall be adjusted every five (5) years in accordance with increases in the consumer price index to levels satisfactory to Lessor.
- j. **Hold Harmless Agreement** – To the fullest extent permitted by law, Lessee agrees to indemnify and hold harmless Lessor and its appointed and elected officials, employees, agents and authorized volunteers against all claims, damages, liabilities, or costs including reasonable attorney fees and defense

costs, to the extent resulting from the negligence acts, omissions or willful misconduct of the Lessee in connection with this Lease Agreement.

13. **ENTRY BY LESSOR AND AGENTS.** At any and all reasonable times during the term of this Lease, Lessor and Lessor's duly authorized agent or agents shall have the right to enter the Leased Premises for the following purposes:

- a. To inspect the Leased Premises in the event of an emergency; and
- b. To effect Lessee's compliance with any rule or regulation adopted by Lessor, or to effect Lessee's compliance with any restriction, covenant, law, ordinance, order or regulation of Lessor, including, but not limited to, the existence and validity of permits or other approvals for any work or activity being performed on the Leased Premises.

Lessor shall provide Lessee with at least twenty-four (24) hours advance written notice prior to entering the premises unless such notice has been waived by Lessee. Lessor will use its best efforts to inspect the premises at a time and in a manner that minimizes any interference with Lessee's business operations being conducted on the premises.

14. **LESSEE TO INDEMNIFY LESSOR.** Lessee hereby releases Lessor from any and all liability and shall hold Lessor harmless, defend and indemnify Lessor for any and all liability, claims, causes of action, damage and loss or any kind whatsoever, including but not limited to attorneys' fees and costs, for injuries sustained by any person or persons in or upon the Leased Premises (including death) or injuries to property (real or personal), unless the basis for the cause of action solely relates to the willful or negligent actions of the Lessor, its employees and agents. For purposes of this provision, "Lessor" shall include its appointed and elected officials, employees, agents, and volunteers.

15. **EXPIRATION OF LEASE TERM.**

- a. Unless this Lease is renewed pursuant to Paragraph 4 hereof, at the expiration of the Lease term, Lessee shall peaceably surrender and yield to Lessor, its successors or assigns, the Leased Premises; provided, however, that Lessee shall be responsible for any damage to the Leased Premises not covered by Lessor's insurance if such damage is caused by fire or other casualty resulting from the negligence, accidental conduct or tortuous conduct of Lessee or Lessee's employees, licensees or invitees, ordinary wear and tear excepted.

- b. Lessee may not allow any liens to be placed against any of Lessee's equipment or the improvements remaining in, about or upon the Leased Premises. Lessee agrees to defend and hold Lessor harmless against any claim, liability or loss that may result for any reason from any lien. Lessor shall have the absolute right to dispose, remove or to retain any equipment not removed from the Leased Premises at the termination or expiration of this Lease, surrender or abandonment of the Leased Premises and shall not be bound or subject to any risk, cost or liability from liens Lessee has permitted to be attached thereto. At the termination of this Lease, the improvements erected on the Leased Premises and any fixtures which are a part thereof which cannot be removed without substantial damage to said improvements, shall remain a part to the Leased Premises and shall be the property of the Lessor. Any trade fixtures which were installed on the Leased Premises by Lessee and which are removable without substantial damage to the improvements shall remain the property of the Lessee, provided that Lessee shall promptly repair any damage to the improvements on the Leased Premises caused by their removal and that Lessee is not in default of any covenant or agreement contained in this Lease Agreement; otherwise such trade fixtures shall not be removed and Lessor shall have a lien thereon to secure itself on account of its claims.
 - c. If the Lessee shall default in surrendering the Leased Premises upon the expiration or earlier termination of this Lease, the Lessee shall be deemed to be "Holding Over" without Lessor's consent and Lessee shall be liable to Lessor for all costs, losses, claims or liabilities (including attorneys' fees) that Lessor may incur as a result of Lessee's failure to surrender the Leased Premises.
16. **QUIET ENJOYMENT.** Lessor covenants and agrees that, so long as Lessee shall not be in default under any of the terms and conditions of this Lease, Lessee shall lawfully and quietly hold, occupy and enjoy the Leased Premises during the term of this Lease without hindrance or molestation from Lessor, or any person or persons claiming under Lessor wherein Lessor shall have previous knowledge of any actions.
17. **SIGNS.** Prior to installation, Lessee shall submit sign proposals to Lessor for Lessor's approval and consent as to the size, height, type, and location of any on premise sign Lessee seeks to install, such approval not to be unreasonably withheld. Electronic Messaging Centers shall be prohibited. Any sign, device, fixture or other attachment permitted to be installed by Lessee hereunder, shall be installed by Lessee at its own expense and in accordance with the Rules and Regulations attached hereto, all governmental rules, regulations, ordinances, laws

and requirements and Lessee shall obtain any and all required permits. Lessee shall be responsible for any damage resulting from the installation or removal of any such sign, device, fixture or other attachment. Lessee shall keep its sign lighted at such reasonable times as Lessor may require under its Rules and Regulations, or as may be required by ordinance, law or regulation of any governing authority. Lessee shall maintain its sign and keep it in good repair during the term of this Lease. Upon the expiration or earlier termination of this Lease or Lessor's right to possession of the Leased Premises in accordance with this Lease, Lessee shall, at Lessee's sole cost and expense, remove any signage and restore and repair that portion of the Leased Premises affected by the installation or removal of the signage to the condition satisfactory to Lessor.

18. **DEFAULT.**

- a. **Events of Default.** The occurrence of one or more of the following events shall constitute an event of default (each being referred to as an "Event of Default") pursuant to the terms of this Lease:
 - i. Lessee fails to pay when due any and all monies due hereunder, including, but not limited to Rent, Additional Rent, and/or any other sums due Lessor by Lessee, and such failure continues more than thirty (30) days after receipt by Lessee of Lessor's written notice of such failure; or
 - ii. Failure by Lessee to secure required insurance pursuant to Paragraph 12 of this Lease, or to cause renewals to be written and policies or copies thereof to be delivered to Lessor at least ten (10) days before the respective expiration thereof; or
 - iii. The failure of Lessee to comply with or to observe any other terms, provisions or conditions of this Lease performable by Lessee to Lessor's satisfaction, including, but not limited to, compliance with the Rules and Regulations, maintenance, removal, repairs and replacements, and such failure continues after Lessor gives Lessee written notice that Lessee has thirty (30) days to cure the default. If such default cannot reasonably be cured within the thirty (30) day period, Lessee shall be permitted such additional time as is needed to cure the same so long as Lessee has notified Lessor and Lessee has commenced its actions to cure within such thirty (30) day period and such cure thereafter is continuously and diligently undertaken and pursued by Lessee (or its mortgagee) and prosecuted to completion, but in no event longer than ninety (90) days, unless the cure involves repairing or correcting any structural issues where the cure time frame shall be a commercially reasonable time frame;

- iv. The dissolution or liquidation of Lessee or the filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift or bond (if legally permissible) any execution, garnishment or attachment of such consequences as will impair its ability to carry on its operation, or the commission by Lessee of any act of bankruptcy, or adjudication of Lessee as bankrupt or assignment by Lessee for the benefit of its creditors, or the entry by Lessee into an agreement of composition with its creditors, or the approval by a Court of competent jurisdiction of a petition applicable to Lessee in any proceedings for its reorganization instituted under the provisions of the Federal Bankruptcy Statutes, as amended, or under any similar act which may hereafter be enacted. The term "dissolution or liquidation of the Lessee", as used in this subsection, shall not be construed to include the cessation of the corporate existence of Lessee resulting from a merger or consolidation of Lessee into or with another corporation or of a dissolution or liquidation of Lessee following a transfer of all or substantially all its assets as an entirety; or
 - v. Failure by Lessee to abide by any laws, statutes, rules, or regulations relating to the Leased Premises or the Delaware Coastal Airport and Delaware Coastal Business Park, which failure continues for a period of thirty (30) days after Lessee's receipt of notice by mail that the violation referred to in such notice has not been corrected;
 - vi. Lessee shall abandon the Leased Premises or suffer the Leased Premises to become vacant or deserted;
 - vii. Lessee shall remove or caused to be removed from the Leased Premises Lessee's fixtures, machines, or equipment without Lessor's prior written consent; or
 - viii. Failure by Lessee to cure immediately after receipt of notice from Lessor, any hazardous condition which Lessee has created in violation of law or this Lease.
- b. **Lessor's Remedies.** In the event Lessee has an Event of Default that has not been cured within the permitted time periods, the Lessor shall have all of the rights and remedies permitted by law, in equity, by statute and otherwise, including, without limitation, the following:
- i. **Terminate Lease.** Lessor may terminate this Lease, in which event, Lessee shall remove all personal property from the Leased Premises within sixty (60) days after termination. If Lessee fails to timely remove

said personal property, Lessee will be deemed to have abandoned the property, and title for which shall revert to Lessor, and at Lessor's option, Lessor may remove the property. Lessee agrees to pay Lessor the cost of removing the personal property. All improvements associated with the grant referenced in Section 10.f. of this lease will remain the property of Sussex County Government.

- ii. **Enter and Cure Default.** If Lessee defaults in the performance of any of its obligations under the provisions of this Lease and if such default shall continue beyond the time periods set forth herein for curing such default, then Lessor may, at its option, enter upon the Leased Premises without terminating this Lease and without being liable to prosecution or for any claim of damages, and do whatever Lessee is obligated to do under the terms of this Lease or otherwise cure any default by removal (including removal of the Improvements), repair or replacement, and cure any such default on behalf of Lessee, and any sums expended by Lessor in the performance of any such obligation of Lessee shall be repaid as Additional Rent, by Lessee to Lessor immediately upon demand, together with interest thereon, at the interest rate of eighteen percent (18%) per annum beginning from the date any such expense was incurred by Lessor. In the event that Lessor determines, in Lessor's reasonable judgment, that it is in best interest of the Lessor for Lessor to complete or perform any of Lessee's obligations under this Lease, Lessor reserves the right to complete or perform any such obligation at Lessee's cost and liability, no written notice being required. This shall not be permitted until the expiration of the time frames in Paragraph 18(a) above.
- iii. **Surrender of Premises.** Upon termination of this Lease for any reason or upon termination of Lessee's right of possession, as provided above, Lessee shall promptly surrender possession to Lessor and vacate the Leased Premises, and Lessor may re-enter the Leased Premises without further notice to Lessee and repossess the Leased Premises by force, summary of proceedings, ejectment or otherwise. Lessor may also dispossess or remove Lessee and all other persons and property from the Leased Premises, and Lessor shall have, hold and enjoy the Leased Premises and the right to receive all rental income therefrom.
- iv. **Re-letting.** At any time after the expiration of Lessee's possessory right to the Leased Premises, Lessor may re-let the Leased Premises, or any part thereof, in the name of Lessor or otherwise for such term (which may be greater or less than the period which would otherwise have constituted the balance of the term of the Lease) and on such conditions (which may

include concession or free rent) as Lessor, in its sole and absolute discretion, may determine, and Lessor may collect and receive the rental therefrom which will serve to mitigate the damages due from Lessee. Lessor shall in no way be responsible or liable to Lessee for any failure to re-let the Leased Premises or any part thereof or for any failure to collect any rent due upon such re-letting, and Lessee's liability shall not be affected or diminished in any respect by such failure. In the event Lessor re-lets the Leased Premises at a rental higher than that due from Lessee under the provisions hereof, Lessee shall not be entitled to share in any excess. Lessor, at its option, may make such alterations, repairs and changes to the Leased Premises as Lessor, in its sole judgment, considers advisable or necessary for the purpose of re-letting the Leased Premises, and the making of such alterations, repairs and changes shall not operate or be construed to release Lessee from liability.

- c. **Lessee's Obligation.** The expiration of Lessee's right to possession of the Leased Premises shall not relieve Lessee of its liabilities hereunder, and the obligations created under this Lease shall survive any such expiration. In the event of such expiration, whether or not the Leased Premises or any part thereof shall have been re- let, Lessee shall pay to Lessor all Rent and Additional Rent required to be paid by Lessee up to the time of such expiration; and thereafter, Lessee, until the end of the term of this Lease, shall be liable to Lessor and shall pay to Lessor, as and for liquidated and agreed current damages for Lessee's default(s), the equivalent of the amount of the Rent and Additional Rent which would be payable under this Lease by Lessee if Lessee were still in possession less the net proceeds of any re-letting effected pursuant to the provisions of Section (d) of this paragraph after deducting all of Lessor's expenses in connection with such re-letting including, without limitation, all repossession costs, brokerage commissions, legal expenses, reasonable attorney's fees actually incurred, alteration and repair costs and expenses of preparation for such re-letting.
- d. **Current Damages.** Lessee shall pay such current damages ("Deficiency") to Lessor in a timely manner when due under the terms of this Lease, and Lessor shall be entitled to recover from Lessee each Deficiency as such Deficiency shall arise. At any time after the expiration of Lessee's possessory right to the Leased Premises, Lessor, at its option, may demand as and for liquidated and agreed final damages for Lessee's default(s), and Lessee shall pay to Lessor an amount equal to the difference between the Rent and Additional Rent payable hereunder for the unexpired portion of the Lease Term and then fair and reasonable rental value of the Leased Premises for the same period. Lessee shall also pay to Lessor all of Lessor's

expenses incurred in connection with any re-letting including, without limitation, all repossession costs, brokerage commissions, legal expenses actually incurred of preparation for re-letting. If the Leased Premises or any part thereof is re-let by Lessor for the unexpired term of this Lease Agreement or any part thereof, the amount of rent payable upon such re-letting shall be deemed to be the fair and reasonable rental value for the part or the whole of the Leased Premises re-let. Nothing herein contained shall limit or prejudice the right of Lessor to prove and obtain as damages, by reason of any default by Lessee, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when such damages are to be proved.

- e. **Deficiency**. Any suit brought to collect the amount of the deficiency for any month shall not prejudice the right of Lessor to collect the deficiency for any subsequent month by a similar action.
 - f. **Lessor's Right**. Any action taken by Lessor under this Paragraph shall not operate as a waiver of any right Lessor would otherwise have against Lessee for breach of this Lease, and Lessee shall remain liable to Lessor for any damages suffered by reason of Lessee's default or breach of this Lease. Lessor shall also be entitled to enjoin any breach or threatened breach by Lessee of any of the covenants and conditions of this Lease; and in the event of such breach, Lessor shall have all rights and remedies allowed at law and equity by statute or otherwise. Any and all remedies provided for herein are considered cumulative and not exclusive.
 - g. **Waiver of Jury Trial**. TO THE EXTENT PERMITTED BY LAW, IT IS MUTUALLY AGREED BY AND BETWEEN LESSOR AND LESSEE THAT THE RESPECTIVE PARTIES HERETO SHALL, AND THEY DO HEREBY, WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BETWEEN THE PARTIES HERETO OR THEIR SUCCESSORS OR ASSIGNS ON ANY MATTERS ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS LEASE AGREEMENT, THE RELATIONSHIP OF LESSOR AND LESSEE, AND/OR LESSEE'S USE OF, OR OCCUPANCY OF, THE LEASED PREMISES AND ANY CLAIM OR INJURY OR DAMAGES RELATING THERETO. IN ANY EVICTION PROCEEDING ARISING OUT OF A DEFAULT BY LESSEE, LESSOR AND LESSEE CONSENT TO AN EXPEDITED OR SUMMARY PROCEEDING TO THE EXTENT AVAILABLE UNDER APPLICABLE LAW.
19. **EMINENT DOMAIN**. The Lessor agrees not to take the Leased Premises by Eminent Domain or similar vehicle to remove the Lessee from the Leased Premises.

20. **CONDEMNATION:** If at any time during the term hereof the whole of the Leased Premises shall be taken for any public or quasi-public use under any statute or by right of eminent domain, then and in such event, when possession shall have been taken of the Leased Premises by the condemning authority, this Lease and all rights of Lessee hereunder shall immediately cease and terminate and the rent shall be apportioned and paid to the time of such termination. If pursuant to the provisions of this article, this Lease Agreement shall have been terminated and if prior to such termination, Lessee shall have made any improvements upon the Leased Premises, Lessor shall be entitled to all of the condemnation proceeds which may be granted with respect to the land and improvements existing on the Leased Premises at the commencement of this Lease; and Lessee shall be entitled to the proceeds of any condemnation awarded on account of the value of any improvements made by Lessee.
21. **PARTIAL CONDEMNATION:** If after commencement of this Lease Agreement only a part of the Leased Premises shall be taken or condemned, Lessor shall be entitled to any award made with respect to the land and any improvements existing on the Leased Premises at the commencement of this Lease and Lessee shall be entitled to any award made for any improvements made by Lessee which are condemned. In the event such condemnation shall leave a portion of the Leased Premises which in Lessee's sole judgment is usable by Lessee, this Lease shall remain in full force and effect, but the Rent herein reserved to Lessor shall be adjusted so that Lessee shall be entitled to a reduction in Rent in the proportion that the value of land taken bears to the value of the entire Leased Premises. If a portion of the Leased Premises is taken or condemned prior to commencement of construction hereunder, the proceeds shall belong solely to Lessor and the rental hereunder shall not be abated. Notwithstanding the foregoing, Lessee shall have the right to terminate this Lease if, in its sole judgment, the Leased Premises have been rendered unsuitable for its purpose.
22. **SUBORDINATION.**
- a. This Lease shall be subject and subordinate to, and may be assigned as security for, any present and future mortgage or deed of trust on or of the Leased Premises and all renewals, modifications, extensions, consolidations or replacements thereof, at the discretion of the Lessor. If requested, Lessee agrees to execute written documents evidencing the subordination of this Lease to, and its assignment as additional security for any mortgage or deed of trust. If Lessor requires Lessee to execute a Subordination Agreement, preparation of the Subordination Agreement shall be Lessor's sole cost and expense.

- b. In addition, upon request of any mortgagee of the Leased Premises, Lessee will execute and enter into an attornment and non-disturbance agreement with such mortgagee wherein Lessee will agree that, in the event that such mortgage is foreclosed, Lessee will attorn to the mortgagee or other owner of the Property as Lessee's Lessor and the mortgagee or other owner of the Property will, provided Lessee is not in default under the terms of this Lease, recognize the rights of Lessee under the provisions of this Lease and will not disturb the possession of Lessee hereunder.
- 23. **PROPERTY RIGHTS RESERVED:** This Lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which Lessor acquired the Leased Premises from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in this Lease of said lands from Lessor, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by Lessor pertaining to the Delaware Coastal Airport and the Delaware Coastal Business Park. This Lease is expressly subordinate to the terms and conditions of any grant agreement between Sussex County and the Federal Aviation Administration.
- 24. **ASSIGNMENT AND SUBLETTING.**
 - a. Lessee shall not have the right to assign this Lease Agreement or sublet the Leased Premises unless the written consent of Lessor is acquired, which consent may be granted or withheld in Lessor's sole discretion. Lessee shall not assign or sublet the Leased Premises for a use other than as specified in Paragraph 6 above and shall provide Lessor with at least thirty (30) days' prior written notice of any desired assignment or subletting. All assignments and subletting shall require Lessor's prior review and written approval, which Lessor may withhold or grant in its sole discretion. Unless otherwise agreed, such assignment or subletting shall in no way relieve Lessee of any responsibility for the payment of rent or for the performance of any of the other covenants or conditions hereof. Such assignee or Sub-Lessee shall in writing assume all of the obligations to be performed by Lessee hereunder. Lessee agrees to pay for any attorney's fees incurred by Lessor resulting from any sublease or assignment. Lessor reserves the right to require the renegotiation of the terms of the Lease in return for consenting to a sublease or assignment.
 - b. If Lessee seeks to sublease the Leased Premises, Lessee shall provide Lessor with information as to the compensation Lessee will receive for the subleased portion of the Leased Premises. If Lessor consents to the

sublease, the Base Rent for the subleased portion of the Leased Premises shall increase by the greater of the compensation received by Lessee and the New Market Base Rent as hereinafter defined.

- c. Upon Lessee's notification to Lessor of a potential sublease, Lessor shall conduct a market rent analysis to establish the rental value of acreage in the Delaware Coastal Business Park ("the New Market Base Rent"). If Lessor has otherwise conducted a market rent analysis in the Delaware Coastal Business Park within five (5) year of Lessee's notification to Lessor of a potential assignment or sublease, Lessor may use the results of said analysis to establish the New Market Base Rent instead of conducting a new market rent analysis. Upon receipt of the market rent analysis, Lessor shall provide a copy of the same to Lessee and the value of acreage in the Delaware Coastal Business Park as determined by said analysis shall be the rent payable per acre by Lessee for subleased portion of the Leased Premises provided said market rent is greater than the base rent received by Lessee from the subtenant. In no event shall the rent for the subleased portion of the Leased Premises be lower than the Base Rent due from Lessee for the subleased area.
- d. Within thirty (30) days after Lessor gives Lessee notice of the adjusted Rent and Lessee does not object to the same as provided above, then Lessee will pay the adjusted Rent retroactive to the first month of the then-current sublease period. The adjusted Rent will be the yearly Base Rent for the subleased area for the balance of the sublease period. Lessor will give Lessee written notice indicating how the adjusted Rent amount was computed.
- e. If Lessee objects to the analysis as provided in Paragraph 24(c) above, then Lessee shall be free to engage its own commercial appraiser, having no less than five (5) years' full-time commercial appraisal experience in the State of Delaware and an MAI designation to perform at Lessee's expense, the land rental analysis. The appraiser shall have a certified general license by the Delaware Council on Real Estate Appraisers or, if the appraiser is an out-of-state appraiser, the appraiser shall have a temporary license or certificate issued by the Delaware Council on Real Estate Appraisers. The Lessee's appraiser shall provide its written analysis to Lessor within forty-five (45) days of engagement by the Lessee but in no event more than sixty (60) days from the date of Lessee's objection to the analysis as provided in Paragraph 24(c) above. If the Lessor accepts the Lessee's appraiser's analysis, then it shall constitute an accepted adjustment and the New Market Base Rent. If the Lessor objects to the Lessee's appraiser's analysis within thirty (30) days of its receipt of the same and Lessee's appraiser's analysis is within twenty

percent (20%) of the Lessor's appraiser's analysis, the results of both appraisals shall be averaged to determine the New Market Base Rent. If the Lessor objects to the Lessee's appraiser's analysis within thirty (30) days of its receipt of the same and the Lessee's appraiser's analysis differs from the Lessor's appraiser's analysis by greater than twenty percent (20%), then Lessor and Lessee agree that their respective appraisers shall mutually select a third appraiser who must meet the qualifications of an appraiser as set forth in this paragraph. If the Lessor's appraiser and the Lessee's appraiser are unable to agree upon the third appraiser, the Lessor shall appoint a third appraiser. The third appraiser shall review the results of both appraisals conducted by the Lessor's appraiser and the Lessee's appraiser and may request a hearing at which both the Lessor's appraiser and the Lessee's appraiser shall provide such additional information and clarification regarding their studies as the third appraiser may request. The third appraiser shall make a final determination of the land rental value based upon the data contained in the two (2) appraisals and any additional information provided by Lessor's appraiser and Lessee's appraiser provided that the third appraiser shall have the right to gather, analyze, and consider additional data as the third appraiser deems appropriate. The decision of the third appraiser regarding the land rental value shall constitute the accepted adjustment and the New Market Base Rent. All fees and expenses associated with the work of the third appraiser shall be split equally and paid by the Lessor and the Lessee. During any period of disagreement between Lessor and Lessee regarding the rent adjustment, Lessee shall be responsible for the payment of the New Market Base Rent as recommended by Lessor's appraiser. Once the disagreement is resolved, any difference between the Base Rent paid and the accepted New Market Base Rent shall be refunded or credited to Lessee (as appropriate).

25. **WAIVER**. Waiver by Lessor of any right or remedy available to it in the event of any default hereunder or any breach by Lessee of the terms and conditions of this Lease shall not constitute a waiver of any succeeding default of the same or other terms and conditions of this Lease.
26. **TRANSFER OF LESSOR'S INTEREST**. Lessor shall be entitled to sell, transfer or otherwise convey its interest in the Leased Premises, and any such sale, transfer or conveyance shall operate to relieve Lessor of any of its obligations and responsibilities hereunder, provided that the purchaser or other transferee of such interest shall expressly assume and agree to perform Lessor's obligations and responsibilities to Lessee hereunder.

27. **RISK OF LOSS FOR IMPROVEMENTS AND PERSONAL PROPERTY.** Lessee agrees that all improvements and personal property located in the Leased Premises shall be and remain at Lessee's sole risk, and Lessor shall not be liable for any damage to or loss of such improvements and personal property unless such damage or loss arises from any acts of negligence or willful misconduct by Lessor nor shall Lessor be liable for any damage to or loss of Lessee's personal property resulting from fire or other casualty, from the leaking of the roof or from the bursting, leaking or overflowing of water and sewer pipes or from malfunctions of the heating, plumbing or electrical systems, or from any other cause whatsoever, except if said damage or loss is caused by the acts or negligence or willful misconduct of Lessor or its agents, servants, employees, etc.
28. **APPLICATION OF PAYMENTS.** Lessor shall have the right in its sole discretion to apply any payments made by Lessee to the satisfaction of any debt or obligation of Lessee to Lessor regardless of the instructions of Lessee as to the application of any such payment. The acceptance by Lessor of any rental payment by anyone other than Lessee shall not be deemed to constitute an approval of any assignment of this Lease by Lessee.
29. **MEMORANDUM OF LEASE.** This Lease shall be recorded in the Office of the Recorder of Deeds, in and for Sussex County, DE.
30. **NOTICES.** All notices required to be given hereunder shall be sent by registered or certified mail, return receipt requested or by a nationally recognized overnight delivery service with all charges pre-paid and sent to the address as follows:

If intended for Lessor:

Sussex County Administrator
Sussex County Administration
Building 2 The Circle
P.O. Box 589
Georgetown, DE
19947

With a copy to:

J. Everett Moore, Jr., Esquire
Moore & Rutt, P.A.
122 W. Market Street
P.O. Box 554
Georgetown, DE 19947

If intended for Lessee:

Pats, Aircraft, LLC
d/b/a Aloft Aeroarchitects
21652 Nanticoke Avenue
Georgetown, DE 19947

Either party shall be entitled to change the person or address to which notices shall be given hereunder by giving notice to the other party in accordance with the provisions set forth herein.

31. **NO PARTNERSHIP.** The relationship created by this Lease is that of Lessor and Lessee, and nothing in this Lease shall be construed to make Lessor and Lessee partners. Lessee shall have no authority to make any contract or do any act so as to bind Lessor or as to render Lessor or the Leased Premises liable therefore.
32. **PRONOUNS.** All pronouns and any variations thereof used in this Lease shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the context may require. If the Lessor or Lessee be more than one person, these provisions shall be taken to bind and apply to them jointly and severally, or if a corporation, then to its successors and assigns.
33. **COUNTERPARTS; ELECTRONIC SIGNATURES.** This Lease may be executed in two counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Electronic signatures and photocopies or facsimile copies of signatures shall be deemed to have the same force and effect as originals.
34. **BINDING EFFECT.** This Lease shall be binding upon and inure to the benefit of the parties, their respective heirs, successors and assigns.
35. **PARAGRAPH HEADINGS.** Paragraph headings relating to the contents of particular paragraphs have been inserted for the convenience of reference only and shall not be construed as parts of the particular paragraphs to which they refer.
36. **GOVERNING LAW.** This Lease shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of laws principles, and with venue lying in Sussex County. The parties acknowledge and agree that this is a Commercial Lease. Accordingly, this Lease shall NOT be governed by the Delaware Lessor-Lessee Code 25 Del. C., § 5101 et seq.
37. **ENTIRE AGREEMENT.** This Lease constitutes the entire agreement between the parties, and it supersedes any and all prior understandings or commitments

concerning the subject matter of this Lease. This Lease shall not be modified or amended except by a written instrument executed by both Lessor and Lessee.

38. **PARTIAL INVALIDITY.** If any provision of this Lease or the application thereof shall to any extent be held invalid, then the remainder of this Lease or the application of such provision other than those as to which it is held invalid shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.
39. **ATTORNEYS' FEES.** Lessee shall pay upon demand all of Lessor's costs, charges, reasonable attorney's fees and expenses, incurred in enforcing Lessee's obligations hereunder or incurred by Lessor in any litigation in which Lessor, without Lessor's fault, becomes involved or concerned by reason of the existence of this Lease or the relationship hereunder of Lessor and Lessee. In addition, Lessee shall bear all costs and expenses incurred by Lessor in connection with Lessor's review, negotiation, drafting, or any other expenses and fees, including attorney's fees, related to any amendment, sublease, or assignment of this Lease.
40. **EXHAUST AND ODORS.** Lessee shall, at its sole cost and expense, install and maintain adequate equipment for the Leased Premises so as to keep any and all unreasonable odors from entering the Common Areas or other lands of Lessor. Lessee shall not cause or permit any unreasonable odors to emanate from the Leased Premises. In the event Lessor notifies Lessee in writing that unreasonable odors are emanating from the Leased Premises, Lessee shall within five (5) days after such notice from Lessor, commence to install, at its sole cost and expense, any necessary control devices or procedures to eliminate such odors and shall complete such installation as expeditiously as possible proceeding in a good faith manner. In the event that Lessee fails to stop unreasonable odors from emanating from the Leased Premises, Lessor may proceed to cure the odor problem at Lessor's discretion and recover all costs and expenses from Lessee.
41. **CONSTRUCTION; FREELY NEGOTIATED.** Lessee and Lessor acknowledge that they have had their respective counsel review this Lease and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Lease. Lessor and Lessee agree that this Lease has been freely negotiated by both parties.
42. **LESSEE WARRANTY.** Lessee represents and warrants that Lessee is a duly formed Delaware limited liability company registered to do business in Delaware, in good standing and has full power and authority under its operating agreement to enter into this Lease. The Certificate of Good Standing from the State of Delaware and all necessary resolutions shall be provided upon Lessor's requests. Lessee has taken all legal action necessary to carry out the transaction

contemplated herein, so that when executed, this Lease constitutes a valid and binding obligation enforceable in accordance with its terms.

43. **LESSOR'S RIGHT OF OFFSET.** Notwithstanding anything contained in this Lease to the contrary, Lessor shall have the absolute right to retain and use any of Lessee's funds or monies in Lessor's possession, no matter what the source of the funds or monies may be, and use any such funds or monies to off-set any payments or outstanding sums owed to Lessor.
44. **HAZARDOUS MATERIALS.** Lessee shall not permit any hazardous materials to be used or stored in the Leased Premises, unless used or stored in full compliance with any State or Federal regulations and shall hold Lessor harmless from any liability and expense from same in accordance with paragraph 15 hereof. Lessee shall comply with all Federal and State regulations related to the handling or disposal of any materials or byproducts regulated by State or Federal rules, laws or regulations.
45. **TIME OF THE ESSENCE:** Time shall be of the essence for the performance of all terms of this Lease
46. **JOINT AND SEVERAL LIABILITY:** If the Lessee is more than one person or entity, the obligation created by this Lease is intended to be a joint and several obligation of the undersigned.
47. **COMPLIANCE WITH LAWS:** Lessee shall promptly comply with all laws, ordinances, rules, regulations, requirements and directives of the Federal, State and County Government and Public Authorities and of all their departments, bureaus and subdivisions, applicable to and affecting the said premises, their use and occupancy, for the correction, prevention and abatement of nuisances, violations or other grievances in, upon or connected with the said premises, during the term hereof; and shall promptly comply will all orders, regulations and directives of the State Fire Marshal or similar authority and of any insurance companies which have issued or are about to issue policies of insurance covering the said premises and its contents, for the prevention of fire or other casualty, damage or injury, at the Lessee's own cost and expense.
48. **NON-PERFORMANCE BY LESSOR.** This Lease and the obligation of Lessee to pay the Rent hereunder and to comply with the covenants and conditions hereof, shall not be affected, curtailed, impaired or excused because of Lessor's inability to supply any service or material called for herein, by reason of any rule, order, regulation or preemption by any governmental entity, authority, department, agency or subdivision or for any delay which may arise by reason of negotiations for the

adjustment of any fire or other casualty loss or because of strikes or other labor trouble or for any cause beyond the control of Lessor.

49. **AIRPORT PROTECTION:**

- a. It shall be a condition of this lease, that Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport.
- b. Lessee expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Title 14, Code of Federal Regulations, Part 77.
- c. Lessee expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

50. **NON-DISCRIMINATION:**

- a. Lessee for its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, creed, sexual orientation, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- b. That in the event of breach of any of the above nondiscrimination

covenants, Lessor shall have the right to terminate the Lease and to re-enter and as if the Lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

51. **ECONOMIC NONDISCRIMINATION.** To the extent Lessee engages in any aeronautical activity for furnishing services to the public at the Delaware Coastal Airport, Lessee shall:

- a. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
- b. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

[Signature Pages to Follow]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be duly executed as of the Effective Date (notwithstanding the actual date of execution and deliver hereof).

LESSOR

DATED: _____

By: _____
Douglas B. Hudson, President
Sussex County Council

Attest: _____

STATE OF DELAWARE :
: ss.
COUNTY OF SUSSEX :

BE IT REMEMBERED, That on this _____ day of _____, A. D. 2025, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, Douglas B. Hudson, President of Sussex County Council, a political subdivision 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 deed of the said political subdivision; that the signature of the President is in his own proper handwriting; that the seal affixed is the common and corporate seal of the said political subdivision, duly affixed by its authority; and that the act of signing, sealing, acknowledging and delivering the said indenture was first duly authorized by resolution of the members of Sussex County Council.

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

NOTARY PUBLIC

Print Name of Notary Public

My Commission Expires: _____

Pats Aircraft, LLC
A Delaware limited liability company

By: _____ (SEAL)

Authorized Member

DATED: _____

STATE OF _____ :
COUNTY OF _____ : ss.

BE IT REMEMBERED, that on this ____ day of _____, A.D. 2025, personally came before me, a Notary Public for the State and County aforesaid, _____, duly authorized Member of Pats Aircraft, LLC, a limited liability company 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 her act and deed and the act and deed of said company, that the signature of the duly authorized Member thereto is in his / her own proper handwriting and the seal affixed is the common and corporate seal of said company, and that his / her act of sealing, executing, acknowledging and delivering said indenture was duly authorized by the Operating Agreement of said company.

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

Notary Public

Print Name of Notary Public

My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION

ALL that certain lot, piece, and parcel of land situate, lying and being in Georgetown Hundred, Sussex County, Delaware, in the Delaware Coastal Business Park, being Lot 19A, and containing a building measuring 42' X 80'. The lot being more particularly described as follows, to wit:

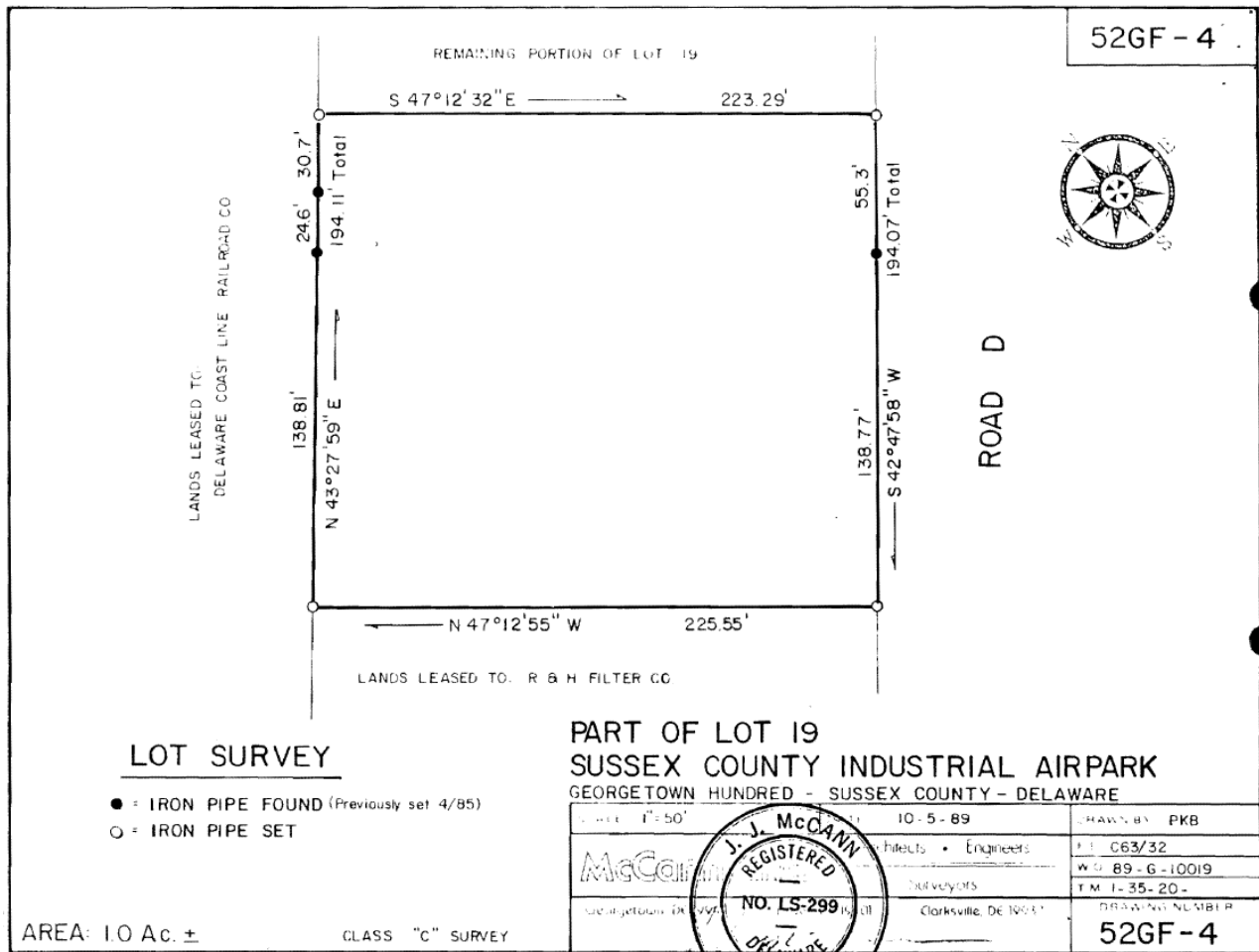


EXHIBIT B

RULES AND REGULATIONS

The Rules and Regulations entitled, "Delaware Coastal Business Park Rules, Regulations and Restrictions," shall remain in effect for the duration of this Lease unless amended in a writing executed by both parties.

The Lessee agrees as follows:

DELAWARE COASTAL BUSINESS PARK RULES, REGULATIONS AND RESTRICTIONS

I. PURPOSE

The purpose of the Delaware Coastal Business Park shall be to provide locations for the development of light to moderate industrial manufacturing, warehousing, wholesale and limited research establishments which, because of their type and nature, would be compatible with or adjacent to residential areas while still providing attractive landscaping, and a better working environment. The emphasis will be on employment rather than warehouse space. Also, the purpose is to provide guidelines and performance standards, which will control and confine any offensive features (i.e., noise, vibration, heat, smoke, glare, dust, objectionable odors, toxic wastes or unsightly storage) to the confines of the premises and within enclosed buildings or within a visually enclosed space.

II. LAND USE CRITERIA

1. Permitted uses. Permitted uses shall be as follows:

- a. Manufacturing, assembling, converting, altering, finishing, cleaning, cooking, baking or any other type of manufacturing or industrial processing of any goods, materials, products, instruments, appliances and devices, provided that the fuel or power supply shall be of an approved type. Also included shall be all incidental clinics, offices and cafeterias for the exclusive use of in-house staff and employees.
- b. Research, design, testing and development laboratories.
- c. Printing, publishing, binding, packaging, storage and warehousing.
- d. Business, medical, professional or administrative offices.

- e. Municipal and public services and facilities, such as utility supply areas (i.e., water, sewer and electric), distribution facilities and substations.
- f. Heating, ventilating, cooling and refrigeration manufacturing.
- g. General light industrial, manufacturing, warehousing and storage uses, including enclosed storage of products, materials and vehicles, and including the following uses and any similar uses which are not likely to create any more offensive noise, vibration, dust, heat, smoke, odor, glare or other objectionable influences than the minimum amount normally resulting from other uses listed, such listed uses being generally wholesale establishments, service industries and light industries that manufacture, process, assemble, store and distribute goods and materials and are, in general, dependent on raw materials refined elsewhere, and manufacture, compounding, processing, packaging or treatment, as specified, of the following products or similar products:

Agricultural, business, commercial or office uses permitted in any business or commercial district; and

Medical and dental equipment, drafting, optical and musical instruments, watches, clocks, toys, games and electrical or electronic apparatus.

- h. Wholesale merchandising or storage warehouses, provided that such uses are not objectionable by reason of odor, dust, noise or similar factors.
- i. Telephone central offices, provided that all storage of materials, all repair facilities and all housing of repair crews are within a completely enclosed area.
- j. Data centers.

All uses must be conducted within a completely enclosed building. There shall be no open storage of raw, in process or finished products, supplies or waste material, except that these items shall be shielded from public view by a landscaped screen that may include a fence or wall.

2. Prohibited Land Use:

- a. No operation or uses shall be permitted or maintained which causes or produces any of the following effects discernible outside the site or affecting any adjacent property:
 - (1) Noise or sound that is objectionable because of its volume, duration, intermittent beat, frequency or shrillness;
 - (2) Smoke;

- (3) Noxious, toxic or corrosive fumes or gases;
 - (4) Obnoxious odors;
 - (5) Dust, dirt, or fly ash; and
 - (6) Unusual fire or explosive hazards.
- b. The operation and use of drilling for and removal of oil, gas, or other hydrocarbon substances on any property subject to these Covenants shall not be permitted without the prior written consent of Sussex County.
- c. The following operations and uses are expressly prohibited on all property subject to these Covenants:
- (1) Residences, including trailer courts.
 - (2) Manufacturing uses involving production of the following products from raw materials: asphalt, cement, charcoal and fuel briquettes; chemicals; aniline dyes, ammonia, carbide, caustic soda, cellulose, chlorine, carbon black and bone black, creosote, hydrogen and oxygen, industrial alcohol, nitrates (both natural and manufactured) of an explosive nature, potash, petro chemical, pyroxylin, rayon yarn and hydrochloric, nitric, picric, phosphoric and sulfuric acids; coal, coke and tar products, including gas manufacturing, explosives, fertilizers, glue and size (animal); linoleum and oil cloth, matches, paint, varnishes and turpentine; rubber (natural and synthetic); and soaps, including fat rendering.
 - (3) Dumps, junkyards, automobile salvage and dismantling plants/yards, storage areas or operations for the storage or resale of used automobile or other machine parts.
 - (4) Operations involving slaughterhouses, stockyards or slag piles.
 - (5) Storage of explosives and bulk or wholesale storage of gasoline above ground.
 - (6) Quarries, stone crushers, screening plants and all associated uses.
 - (7) The following processes: refining, smelting and alloying of iron, tin, zinc and other metal or metal ores; refining petroleum products such as gasoline, kerosene, naphtha and lubricating oil; and reduction and processing of wood pulp and fiber, including paper mill operations.
 - (8) Drilling for the removal of any hydrocarbon substances.

- (9) Fertilizer or Compost Facilities.
- (10) Commercial Excavation of Building or Construction Materials.
- (11) Distillation of Bones.
- (12) Dumping, Disposal, Incineration, or Reduction of Garbage, Sewage, Offal, Dead Animals or Refuse.
- (13) Animals of any kind including the Raising of Pets or Livestock or other animals.

3. No Immoral of Unlawful Use.

No immoral, improper, offensive or unlawful use shall be made of the Property nor any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed and followed at all times.

III. SPACE ALLOCATIONS AND DIMENSIONAL STANDARDS

1. Building-to-Land Ratio:

The ratio of building coverage (building structure only) to the Site area will be subject to the review and approval of Sussex County.

2. Setbacks:

The placement of any structure or improvement and the distance to a property line on any Site will be subject to the review and approval of Sussex County.

3. Exceptions to Setback Limitations:

Any exception to a setback limitation, including Roof overhang, steps, walks, and access drives from the street, paving and associated curbing, and landscaping will be subject to the review and approval of Sussex County.

4. Off-Street Parking Areas:

Off-street parking will be subject to the review and approval of Sussex County and shall be in compliance with Sussex County Zoning Code, Article XXII. Off-Street Parking, §115-162, *et. seq.*

5. Off-Street Loading Areas:

Off-street loading will be subject to the review and approval of Sussex County and shall be in compliance with Sussex County Zoning Code, Article XXIII. Off-Street Loading, §115-167, *et. seq.*

IV. ARCHITECTURAL AND AESTHETIC STANDARDS

1. Landscaping and Limitations on Cutting Natural Growth:

- a. Every site on which a building shall have been placed shall be landscaped according to plans approved by Sussex County as specified herein and maintained thereafter in a slightly and well-kept condition.
- b. Any part or portion of the Site which is not used for buildings, other structures, loading or parking spaces and aisles, sidewalks are designated storage areas shall be planted with an all-season ground cover and shall be landscaped with trees and shrubs in accordance with an overall landscape plan and shall be in keeping with natural surroundings. A replacement program for non-surviving plants should be included.
- c. The Site Lessee, lessee or occupant shall landscape and maintain unpaved areas between the property lines and the building. The area between paved streets and the setback lines shall be used exclusively for landscaping except for walks and driveways crossing the required landscape area.
- d. The Site Lessee, lessee or occupant shall provide hose bibs in the vicinity of the landscaped areas on improved properties.
- e. Landscaping as approved by Sussex County shall be installed within ninety (90) days of occupancy or completion of the building, whichever occurs first, or as soon as weather will allow if such period falls within winter months.
- f. The Lessee or occupant of any Site shall at all times keep the landscaping in good order and condition. Should the Lessee or occupant of any Site fail to remedy and deficiency in the maintenance of the landscaping within twenty (20) days after written notification, Sussex County hereby expressly reserves the right, privilege and license and license to make any and all corrections or improvements in landscape maintenance at the expense of the Site Lessee.
- g. The Site Lessee shall preserve as much of the natural growth on a Site as practically possible. Special care should be exercised during any construction so that existing trees are not damaged.
- h. The plot plan must show a satisfactory method of irrigating all planted areas. This may be either by a permanent water system or by hose.

- i. Building interior ceiling height must be a minimum of 20 ft., floor to outside walls.

2. Exterior Construction, Permitted Materials, Prohibited Materials, Approved Construction Methods, Design:

- a. Any building erected on a Site will be subject to the review and approval of Sussex County and shall conform to the following construction practices and meet the Sussex County Building Code in effect at the time.

- (1) Exterior front and side walls must be finished on the exterior with the following:

- (a) architectural masonry units, (excluding concrete block and cinder block);
 - (b) natural stone;
 - (c) precast concrete with prior approval by Sussex County.
 - (d) steel;
 - (e) aluminum;
 - (f) glass materials; or
 - (g) their equivalent as approved by Sussex County. Rear exterior walls may be block masonry as defined below.

Minimum standards shall require that thirty (30) percent of the front building exterior and any front lots abutting Park Avenue be approved masonry finish as defined above. Side building walls facing interior park roadways must also have a minimum of thirty (30) percent of approved masonry finish. A masonry block wall (i.e., concrete or cinder block) may be used for a rear building wall only, if the masonry block wall is appropriately painted and meets the approval of Sussex County. These requirements also apply to any accessory building other than temporary structures as defined in paragraph 2 below.

Finish building material shall be applied to all sides of a building, which are visible to the general public as well as from neighboring property and streets. Colors shall be harmonious and compatible with colors of the natural surroundings and other adjacent buildings. Any exception to the exterior construction standards, methods, or design shall be subject to the review and approval of Sussex County.

- (2) Temporary Improvements – No temporary improvements of a temporary nature, including trailers, incomplete buildings, tents or shacks shall be permitted on the Property. Temporary improvements used solely in connection with the construction or sales of permanent approved improvements may be permitted provided they are located as inconspicuously as possible and are removed immediately after completion of such construction.

3. Signs:

Plans and specifications for the construction, installation, or alterations of all outdoor signs including traffic or directional signs shall be first submitted to and have the written approval of Sussex County.

The following signs shall be permitted:

- a. Those identifying the name of the person or firm occupying the Site subject to the following criteria:
 - (1) Signs shall be limited to one (1) per Site. Each sign may be lighted but shall not exceed thirty-two (32) square feet in size.
 - (2) Electronic Messaging Centers shall be prohibited.
 - (3) All signs mounted on a building must identify the primary company name only and shall not be an advertising vehicle. Generally, an identifying sign may be mounted on one wall except that, at the discretion of Sussex County, a smaller sign or logo may be permitted on another exposure.
 - (4) Logos: A logo for a single or multi-line sign, or a logo to be mounted separately, must be sized with the total sign area allowed.
 - (5) No logos or other signs may be mounted so as to project above the roofline of any facility nor can same be ground mounted under any circumstances.
 - (6) Prior to installation of a sign on any Site, Lessee shall submit sign proposals to Sussex County for its approval and consent as to the size, height, type, and location of any on premise sign Lessee seeks to install. Final approval will be based on reasonable architectural standards and overall balance as same applies to identification displays. It should also be understood that Sussex County must approve the manner in which the sign is constructed, lighted and mounted.
 - (7) All Lessees shall maintain its sign and keep it in good repair during the term of its Lease. Lessee shall be responsible for any damage resulting from the installation or removal of any such sign, device, fixture or other attachment.
 - (8) Lessee shall keep its sign lighted at such reasonable times as Lessor may require under these Rules and Regulations, and as may be amended from time to time.
 - (9) Upon the expiration or termination of any Site Lease or the Site Lessee's right to possession of the Site, or the Site Lessee's vacation of the Site,

Lessee shall, at Lessee's sole cost and expense, remove any signage and restore and repair that portion of the Site affected by the installation or removal of the signage to the condition satisfactory to Sussex County.

4. Outdoor Storage:

- a. Unless specifically approved by Sussex County in writing, no materials, supplies or equipment (including company owned or operated vehicles) including but not limited to trash and garbage receptacles, shall be stored in any area on a Site except inside a closed building, or behind a visual barrier screening such areas from the view of adjoining properties and/or public street.
- b. Screening of Service Containers: Garbage and refuse containers shall be concealed by means of a screening wall of material similar to and compatible with that of the building. These elements shall be integral with the concept of the building plan, be designed so as not to attract attention, and shall be located in the most inconspicuous manner possible. Unless specifically approved by Sussex County in writing, no materials, supplies or equipment shall be stored on the Property except inside a close building, or behind a visual barrier screening such areas so that they are not visible from neighboring streets and property.

5. Maintenance Requirement, Refuse Collection, and Prohibition of Junk Storage:

- a. Each Site Lessee, or occupant shall at all times keep his premises, buildings, improvements and appurtenance in a safe, clean, neat, and sanitary condition and shall comply with all laws, ordinances and regulations pertaining to health and safety. Each Site Lessee shall provide for the removal of trash and rubbish from his premises. The Sites shall not be used for storage of any scrap materials without the prior written approval of Sussex County.
- b. During construction, it shall be the responsibility of each Site Lessee to insure that the construction sites are kept free of unsightly accumulations of rubbish and scrap materials and that construction materials, trailers, shacks, and the like are kept in a neat and orderly manner.

6. Utilities Placement and Design:

Without limiting the generality of any of the foregoing, the following use restrictions shall be maintained and enforced with respect to the property:

- a. Antennas: No antenna for transmission or reception of television signals or any other form of electro-magnetic radiation shall be erected, used or maintained on the Property outside any building whether attached to an improvement or otherwise, without the prior approval of Sussex County.

- b. Utility Service: No lines, wires, or other devices for the communication of transmission of electric current or power, including telephone, television and radio signals, shall be constructed, placed or maintained anywhere in or upon the Property unless the same shall be contained in conduits or cable, constructed, placed and maintained underground or concealed in, under, or on buildings, or other improvements as approved by Sussex County, Site Lessee, provided electrical transformers may be permitted if properly screened and approved by the Sussex County. Nothing herein shall be deemed to forbid the erection and use of temporary electric or telephone services incident to the construction of approve improvements.
- c. Mail Boxes: No mail or other delivery boxes shall be permitted on the Property unless approved by Sussex County.
- d. Mechanical Equipment: All mechanical equipment, including roof mounted shall be enclosed or screened so as to be an integral part of the architectural design.

7. Repair of Buildings:

No building or other improvement shall be permitted to fall into disrepair and each improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

8. Compliance with Governmental Authorities:

Construction and alteration of all improvements shall be performed in accordance and comply with the requirements of all applicable governmental authorities.

V. IMPLEMENTATION

1. Architectural Review and Approval of Building Plans – Procedures:

Before applying for a building permit and commencing the construction or alteration of all buildings, enclosures, fences, loading areas, parking facilities, or any other structures or permanent improvements (“improvements”) on or to any Site, the Lessee of any Site shall first submit plans and specifications and landscape plans to Sussex County for its written approval, as hereinafter provided.

No improvement, as that term is hereinabove defined, shall be erected, placed, altered, maintained, or permitted to remain on any land subject to these Covenants until plans and specifications showing plot layout an all-exterior elevations, with materials and colors therefore and structural design, signs, and landscaping, shall have been submitted to and approved in writing by Sussex County, and a copy of such plans and specifications prepared by the signature of the Lessee of the Site or his authorized Agent specifying for which part of such plans and specifications approval is sought.

Approval shall be based, among other things, on adequacy of Site dimensions, storm drain considerations, conformity and harmony of external design with neighboring sites, relation of topography, grade and finished ground elevation of the Site being improved to neighboring sites; proper facing of main elevation with respect to nearby streets; and conformity of the plans and specifications to the purpose and general plan and intent of these covenants.

Sussex County shall have the right to refuse to approve any such plans or specifications or proposed use of the premises for any reason which Sussex County, in its sole discretion, may deem in the best interests of the Industrial Park and the Lessees or prospective lessees of other sites therein.

If Sussex County fails either to approve or disapprove such building and site plans and specification within sixty (60) days after the same have been submitted to it, it shall be conclusively presumed that Sussex County has disapproved said plans and specifications.

Neither Sussex County nor its successors or assigns shall be liable in damages to anyone submitting plans to them for approval, or to any Lessee of land affected by this Declaration, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans. Every person who submits plans to Sussex County for approval agrees, by submission of such plans, and every Lessee of any said Property agrees, by acquiring a leasehold interest therein, that the Lessee will not bring any action or suit against Sussex County to recover such damages. In case of conflict between plan review and the Covenants herein contained, these Covenants shall govern the rights and obligations of the parties.

Building must be constructed in accordance with the plans as approved by Sussex County. Any modification to the approved plans, during construction, which affects the intent of these Covenants, must be approved by Sussex County before the modification to the building is constructed. Lesser shall give written notice of completion of improvements to Sussex County upon completion of said improvements.

2. Enforcement:

Said Covenants shall be jointly and severally enforceable by Sussex County and its successors and assigns and by any Site Lessee and its successors and assigns, provided, however, that only Sussex County or its assignees, shall have the right to exercise the discretionary powers herein reserved to Sussex County.

Violation of any of said Covenants, or breach of any Covenant or agreement herein contained shall give Sussex County or its assignees in addition to all other remedies, the rights (but not the obligation) to enter upon the land which such violation or breach exists and summarily to abate and remove any structure or

correct any condition that may constitute such violation or breach at the expense of the then Lessee of such land, which expense shall be a lien on such land enforceable in Equity; provided, however, that no such entry shall be made unless the violation or breach has not been remedied and corrected within thirty (30) days after delivery of written notice of such violation or breach from Sussex County or its said assignees to the Lessee of the premises on which the violation or breach has occurred or in the alternative within thirty (30) days after mailing such notice, by certified or registered mail, postage prepaid, to the Lessee of such premises at his or its last known address.

Sussex County hereby claims any and all statutory or other liens which it may have upon the equipment, furniture, fixtures, real and personal property of any Lessee or Sub-Lessee placed upon the improvements, and Lessee agrees that Sussex County has such a lien to the extent provided by statute or otherwise. Sussex County agrees to subordinate its lien right to the lien of any mortgage, deed of trust, or security instrument given by Lessee for the construction of the improvements and purchase of the equipment, furniture, fixtures and personal property placed upon the property. Lessee shall furnish Sussex County copies of all such security instruments.

If Sussex County prevails in any legal or equitable proceeding seeking to restrain the violation of or enforce any provision herein, of challenging the enforceability of any provision herein, Sussex County shall be entitled to attorneys' fees in the trial and appellate court proceedings; and costs and expenses of investigation and litigation, including expert witness fees, deposition costs (appearance fees and transcript charges), injunction bond premiums, travel and lodging expenses, all fees and charges, and all other reasonable costs and expenses. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

3. Repurchase Rights:

In the event any Lessee or its assigns shall not have substantially completed the construction of a permanent building upon a Site within two (2) years of the date of the execution of the Lease by Sussex County conveying a leasehold interest in that Site said Lessee, Sussex County shall have an option to repurchase said Site for the original purchase price and enter into possession of said Site. This option to repurchase must be exercised in writing within ninety (90) days after the expiration of the two (2) year period following the execution of the Lease referred to above. Settlement of the repurchase shall take place within sixty (60) days of the exercise of the option to repurchase and shall be at location to be designated by Sussex County. All costs of recording, transfer taxes, documentary stamps and all other excise taxes arising from said Settlement, will be paid for by said Lessee or assigns.

Anything in this paragraph V.3. to the contrary notwithstanding. Sussex County, its successors and assigns may extend, in its sole discretion and in writing, the time in

which such construction must be completed by Lessee upon Sussex County's receipt of a request for extension by Lessee upon Lessee's demonstration of its diligence in pursuing completion of said construction.

VI. MISCELLANEOUS

1. Failure to Enforce Not a Waiver of Rights:

Any waiver or failure to enforce any provision of these Covenants in a particular situation shall not be deemed a waiver or abandonment of such provision as it may apply in any other situation or to the same or similar situation at any other location in the Industrial Park or of any other provision of these Covenants. The failure of Sussex County or any Site Lessee to enforce any Covenant herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other Covenant.

2. Mutuality, Reciprocity:

Runs with Land. All covenants, conditions, and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every part and parcel in favor or every other parcel; shall create reciprocal rights and obligations between the respective lessees of all parcels and privities of contract and estate between all grantees of said parcels, their heirs, successors, and assigns, operate as Covenants running with the land for the benefit of all other Sites. Sussex County reserves the right, however, from time to time hereinafter to delineate, plot, grant or reserve within the remainder of the Industrial Park not hereby conveyed such public streets, road, sidewalks, ways and appurtenances thereto, and such easements for drainage and public utilities, as it may deem necessary or desirable for the development of the Industrial Park (and from time to time to change the location of the same) free and clear of these restrictions and Covenants and to dedicate the same to public use or to grant the same to the County of Sussex and/or to appropriate public utility corporations.

3. Fee:

Each year, as part of the fiscal year and budget of the Sussex County Government, the Council shall include an estimate of the total amount which it considers necessary to pay the cost of the maintenance, management, operation, repair and replacement of and in the common area and provide for an assessment for fees against each lessee in a proportion to their respective site to the total number of sites available in the Delaware Coastal Business Park. Said assessment shall be invoiced at the same time as the annual taxes and to be paid within 30 days of invoice.

Pricing Plan Table

Lot Size (Acres)	Price per Acre/Year	Total Rent per Year
2	\$14,000	\$28,000
3	\$12,500	\$37,500

Lot Size (Acres) Price per Acre/Year Total Rent per Year

4	\$11,000	\$44,000
5	\$9,500	\$47,500
6	\$8,000	\$48,000
7	\$7,000	\$49,000
8	\$5,000	\$40,000

Base Rent with Employee Discount

Lot Size (Acres)	Price per Acre/Year	1-50 Employees	51-100 Employees	101-250 Employees	251+ Employees
2	\$14,000	\$14,000	\$13,300	\$12,600	\$11,900
3	\$12,500	\$12,500	\$11,875	\$11,250	\$10,625
4	\$11,000	\$11,000	\$10,450	\$10,000	\$9,350
5	\$9,500	\$9,500	\$9,025	\$8,550	\$8,075
6	\$8,000	\$8,000	\$7,600	\$7,200	\$6,800
7	\$7,000	\$7,000	\$6,650	\$6,300	\$5,950
8	\$5,000	\$5,000	\$4,750	\$4,500	\$4,250

EXHIBIT C

LESSEE'S

WORK

ITEM	AREA / PART	QTY	UNIT	DESC	MANF	SUPPLIER	SUPPLIER PART	EST. COST
1	Flooring			New Hard Surface Flooring Throughout				\$20,000
2	Interior Mods (Walls/Ceilings)			Adjusting Walls/Rooms to Lab Layout/Offices				\$25,000
3	Exterior Mods			Exterior Upgrades (Façade?), Paint, Signage				\$40,000
4	Electrical			Assessment and Adjustments to Support Electrical Equipment in Lab				\$15,000
5	Parking			Paving and Line Work - Signage				\$15,000
6	HVAC			Adjustments to match interior rework				\$15,000
7	Paint			Paint - Exterior and Interior				\$30,000
8	Landscaping			Adjustments need to increase appeal				\$15,000
9	Bathroom/Kitchen			Complete Rework to be Suitable for Guests				\$30,000
								\$205,000

EXHIBIT D

Tax Map Number:

Return to:
Sussex County
2 The Circle
P.O. Box 589
Georgetown, DE
19947

NOTICE OF AGREEMENT TO
RESTRICT LESSEE FROM
ENCUMBERING PROPERTY

THIS NOTICE OF AGREEMENT TO RESTRICT LESSEE FROM ENCUMBERING PROPERTY (this "Notice") dated as of this _____ day of _____, 2025, by and between SUSSEX COUNTY, a political subdivision of the State of Delaware, 2 The Circle, P.O. Box 589, , Georgetown, Delaware 19947, hereinafter referred to as "Lessor", and Pats Aircraft, LLC, a Delaware limited liability company, d/b/a Aloft Aeroarchitects with a principal office located at 21652 Nanticoke Avenue, Georgetown, DE 19947, as "Lessee".

RECITALS:

WHEREAS, Lessor is the owner of certain real property and improvements known as 21628 Baltimore Avenue, Georgetown, Delaware, which is identified as Lot 19A in the Delaware Coastal Business Park and as Sussex County Tax Parcel No. 135-20.00-75.00, as improved with a 3,360 square foot building ("the Leased Premises");

WHEREAS, Lessee is a Lessee of the Leased Premises pursuant to a lease agreement dated _____, 2025 ("the Lease"); and

WHEREAS, pursuant to this Lease, Lessor and Lessee agreed that Lessor shall not be liable for debts, acts, or omissions of Lessee and that Lessee has no authority to encumber the Leased Premises; and

WHEREAS, this Notice is to provide legal notice to the public that Lessor and its appointed and elected officials, employees, agents, and volunteers are not in any way liable for any claims or obligations for labor and materials for any work performed on the Leased Premises, and that the laborers, material men and subcontractors shall look solely to Lessee for payment and shall not be entitled to place a lien against said Leased Premises.

WITNESSETH

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the parties hereby certify, consent, and agree as follows:

1. The parties acknowledge that Lessee shall not be the agent or partner of Lessor and Lessee shall have no authority to make any contract or do any act so as to bind Lessor or as to render Lessor or Lessor's interest in the Leased Premises liable therefore. Lessee will save Lessor and the Leased Premises harmless from any penalty, damages, neglect, or negligence of Lessee, property damage, illegal act or otherwise. Any improvements by Lessee on said Leased Premises shall be constructed at the sole expense of Lessee, and Lessor and its appointed and elected officials, employees, agents, and volunteers shall not be liable in any way for any amount of money arising out of said construction. No liens may be placed on the Leased Premises without Lessor's prior written approval. Lessee has no authority whatsoever to encumber the Leased Premises or any improvements located thereon.

2. The parties hereby notify the public that Lessor and its appointed and elected officials, employees, agents, and volunteers are not in any way liable for any claims or obligations for labor and materials for any work performed on the Leased Premises, and that the laborers, material men and subcontractors shall look solely to Lessee for payment and shall not be entitled to place a lien against said Leased Premises.

3. This Notice shall be governed by the laws of the State of Delaware.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY.
SIGNATURE PAGES TO FOLLOW.]

IN WITNESS WHEREOF, the undersigned has caused this Notice to be signed as a sealed document under Delaware law as of the date set forth above.

LESSOR:

SUSSEX

COUNTY

DATED: _____

By: _____

Douglas B. Hudson, President
Sussex County Council

Attest: _____

STATE OF DELAWARE :
: ss.
COUNTY OF SUSSEX :

BE IT REMEMBERED, That on this _____ day of _____, A. D. 2025, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, Douglas B. Hudson, President, Sussex County Council, a political subdivision 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 deed of the said political subdivision; that the signature of the President is in his own proper handwriting; that the seal affixed is the common and corporate seal of the said political subdivision, duly affixed by its authority; and that the act of signing, sealing, acknowledging and delivering the said indenture was first duly authorized by resolution of the members of Sussex County Council.

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

NOTARY PUBLIC

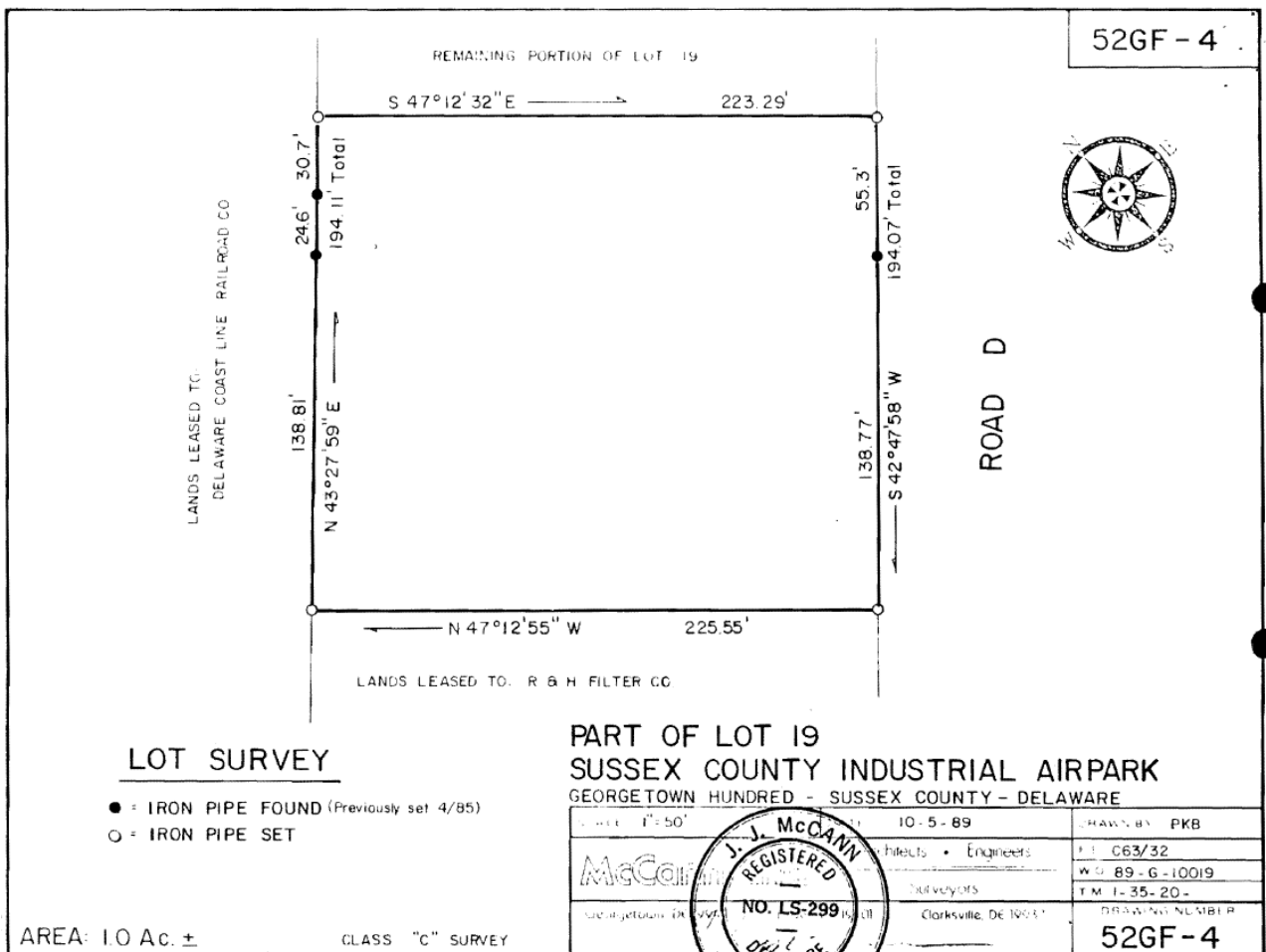
Print Name of Notary Public

My Commission Expires: _____

EXHIBIT A
TO NOTICE OF AGREEMENT TO
RESTRICT LESSEE FROM
ENCUMBERING PROPERTY

LEGAL DESCRIPTION OF PROPERTY

ALL that certain lot, piece, and parcel of land situate, lying and being in Georgetown Hundred, Sussex County, Delaware, in the Delaware Coastal Business Park, being Lot 19A, and containing a building measuring 42' X 80'. The lot being more particularly described as follows, to wit:



ENGINEERING DEPARTMENT

J. MARK PARKER, P.E.
ASSISTANT COUNTY ENGINEER

(302) 855-7370 T
(302) 854-5391 F
mark.parker@sussexcountype.gov



Sussex County

DELAWARE
sussexcountype.gov

Memorandum

TO: Sussex County Council:
The Honorable Douglas B. Hudson, President
The Honorable John L. Rieley, Vice President
The Honorable Jane Gruenebaum
The Honorable Matt R. Lloyd
The Honorable Steve C. McCarron

FROM: J. Mark Parker, P.E., Assistant County Engineer

RE: ***Aeronautical Obstruction Removal, Project A25-26***
A. Recommendation to Award

DATE: June 3, 2025

Federal Aviation Administration (FAA) regulations require airports to maintain a safe airspace environment immediately surrounding the airport, and specifically within the approach and departure corridors where the critical phases of flight occur. To accomplish this, FAA requires airport sponsors to develop and maintain an Obstacle Action Plan (OAP) to ensure unmitigated obstacles to aerospace surfaces are prioritized to be removed or mitigated to the greatest extent possible.

Delaware Coastal Airport staff with support from the Engineering Department routinely reviews and updates the airport OAP for administrative submission to FAA. According to the updated Runway Approach Plans that were developed as part of the recent airport Master Plan Update, large areas of obstructions were identified in conjunction with the approach surface off the RW 4 end of our primary runway that extends toward relocated Park Avenue. These obstructions are also summarized on the current OAP, and primarily consist of tall trees and vegetation that have grown up over the years.

In order to mitigate these obstructions, a Request For Proposals (RFP) was crafted to delineate tree removal operations in areas located on County owned properties extending in some cases to relocated Park Avenue. The RFP was advertised on April 30, 2025, and on May 23rd a total of two (2) bids were received with the lowest bid submitted by Strobert Tree Service, Inc. Based on subsequent review, **the Engineering Department recommends official award of the contract to Strobert Tree Service, Inc. in the amount of \$705,387.00.** Advance Notice to Proceed was provided to the Contractor on May 27th to ensure all work could be completed by the end of the County Fiscal Year.



ENGINEERING DEPARTMENT

J. MARK PARKER, P.E.
ASSISTANT COUNTY ENGINEER
(302) 855-7370 T
(302) 854-5391 F
mark.parker@sussexcountysde.gov



Sussex County

DELAWARE
sussexcountysde.gov

ADVANCE AWARD & NOTICE TO PROCEED

DATE: ^{MAY} June 27, 2025

TO: Mr. Edwin Goddard
Strobert Tree Service, Inc.
1 Righter Parkway Suite 260
Wilmington, DE 19803


RE: AERONAUTICAL OBSTRUCTION REMOVAL
SUSSEX COUNTY PROJECT A25-26

Dear Mr. Goddard:

This letter shall serve as notification of advance Award of the referenced Project subject to final confirmation by Sussex County Council at their 6/2/25 meeting. The advance Award is based on your updated Bid Form as submitted on 5/27/25 which is attached to this letter. You are hereby given Notice to Proceed as of this date, with all work to be completed on or before June 30, 2025.

Please acknowledge and return a copy of this notification as soon as possible.

SUSSEX COUNTY ENGINEERING DEPARTMENT


Mark Parker, P.E.
Assistant County Engineer

ACCEPTANCE OF NOTICE

Receipt of the above ADVANCE AWARD & NOTICE TO PROCEED is hereby acknowledged by:

STROBERT TREE SERVICE, INC.

this the 28 TH day of MAY, 2025.

By 

Title DIRECTOR BUSINESS DEVELOPMENT



COUNTY ADMINISTRATIVE OFFICES
2 THE CIRCLE | PO BOX 589
GEORGETOWN, DELAWARE 19947

SUSSEX COUNTY PROJECT A25-26

PART A - BASE BID					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
4.1A	Area Tree Cutting, Mature (Area A)	1,000 SF	29.0	275.48	7,989.00
4.1G	Area Tree Cutting, Mature (Area G)	1,000 SF	43.9	275.46	12,093.00
4.1K	Area Tree Cutting, Mature (Area K)	1,000 SF	9.5	275.47	2,617.00
4.1N	Area Tree Cutting, Mature (Area N)	1,000 SF	57.8	276.46	15,922.00
4.1P	Area Tree Cutting, Mature (Area P)	1,000 SF	77.6	275.47	21,377.00
4.1R	Area Tree Cutting, Mature (Area R)	1,000 SF	46.5	275.46	12,809.00
4.1S	Area Tree Cutting, Mature (Area S)	1,000 SF	109.0	275.47	30,027.00
4.1U	Area Tree Cutting, Mature (Area U)	1,000 SF	4.6	275.43	1,267.00
4.2F	Area Tree Cutting, Regrowth (Area F)	1,000 SF	43.9	275.46	12,093.00
4.2H	Area Tree Cutting, Regrowth (Area H)	1,000 SF	14.6	275.47	4,022.00
4.2J	Area Tree Cutting, Regrowth (Area J)	1,000 SF	32.2	275.46	8,870.00
4.2V	Area Tree Cutting, Regrowth (Area V)	1,000 SF	9.4	275.42	2,589.00
4.3X	Individual Tree Cutting and Removal (Area X)	EACH	8	500.00	4,000.00
4.4B	Wetland Area Tree Cutting, Mature (Area B)	1,000 SF	34.2	740.78	25,335.00
4.4L	Wetland Area Tree Cutting, Mature (Area L)	1,000 SF	33.7	740.86	24,967.00
4.4M	Wetland Area Tree Cutting, Mature (Area M)	1,000 SF	19.6	734.89	14,502.00
4.4O	Wetland Area Tree Cutting, Mature (Area O)	1,000 SF	294.9	740.41	218,348.00
4.4Q	Wetland Area Tree Cutting, Mature (Area Q)	1,000 SF	13.0	741.46	9,639.00
4.4T	Wetland Area Tree Cutting, Mature (Area T)	1,000 SF	3.5	741.42	2,595.00
4.5C	Wetland Area Tree Cutting, Regrowth (Area C)	1,000 SF	9.4	741.48	6,970.00
4.5D	Wetland Area Tree Cutting, Regrowth (Area D)	1,000 SF	179.3	738.96	132,495.00
4.5E	Wetland Area Tree Cutting, Regrowth (Area E)	1,000 SF	5.5	741.45	4,078.00
4.5I	Wetland Area Tree Cutting, Regrowth (Area I)	1,000 SF	175.7	741.50	130,282.00
4.6W	Wetland Individual Tree Cutting and Removal (Area W)	EACH	1	500.00	500.00

4.8	Wetland Area Tree Removal	1,000 SF	768.8	0	0
PART A - BASE BID TOTAL					569,712. ⁰⁰
PART B - ADD/ALTERNATE BID					
4.7	Area Tree Removal	1,000 SF	478.0	0	0
B.1	Performance & Payment Bonds				0
PART B - ADD/ALTERNATE BID TOTAL					135,675. ⁰⁰
TOTAL PROJECT BID (PARTS A + B) 4.1A THROUGH 4.6W					705,387. ⁰⁰

2 (1)
ef.

44 (2)
ef.

5. ATTACHMENTS:

- 5.1 A copy of a current State of Delaware business license or attach evidence that an application process for such license has been initiated.
- 5.2 A copy of a current Delaware Contractor Registration Act Certificate.
- 5.3 Bid Bond / certified check as required security defined herein.
- 5.4 List of Major Products or Equipment
- 5.5 Employee Drug Testing Program Affidavit

2 (1) THIS SUBTOTAL PRICE IS REFLECTIVE OF ITEMS 4.4B THROUGH 4.6W INCLUDING REMOVAL

ef.

44 (2) THIS SUBTOTAL PRICE IS REFLECTIVE OF ITEMS 4.1A THROUGH 4.3X INCLUDING REMOVAL.

ef.

Glenn P. Mullins
REVISION SENT 5/27/15

ENGINEERING DEPARTMENT

ADMINISTRATION (302) 855-7718
AIRPORT & BUSINESS PARK (302) 855-7774
ENVIRONMENTAL SERVICES (302) 855-7730
RECORDS MANAGEMENT (302) 855-5033
UTILITY ENGINEERING (302) 855-7717
UTILITY PERMITS (302) 855-7719
UTILITY PLANNING (302) 855-1299
FAX (302) 855-7773



Sussex County

DELAWARE
sussexcountype.gov

MIKE HARMER, P.E.
SUSSEX COUNTY ENGINEER
ROBERT L. BRYANT, A.A.E.
AIRPORT MANAGER

MEMORANDUM

TO: Sussex County Council
The Honorable Douglas B. Hudson, President
The Honorable John L. Rieley, Vice President
The Honorable Matt Lloyd
The Honorable Jane Gruenebaum
The Honorable Steve C. McCarron

FROM: Robert L. Bryant, A.A.E., Airport Manager

DATE: June 2, 2025

REFERENCE: CONSTRUCT PARALLEL TAXIWAY B – PHASE 3 (CONSTRUCTION)

The Engineering Department, on behalf of the Delaware Coastal Airport, is seeking approval from the Sussex County Council for an "Award of Bid" to Allan Myers MD, Inc., in the amount of \$2,447,777.00, together with the submittal of two (2) Federal Aviation Administration (FAA) Grant applications, and the "Authority to Sign" and accept two (2) FAA Grant Agreements for work associated with the New Parallel Taxiway Bravo (B) – Phase 3 (Construction). The "Award of Bid" will be contingent upon Sussex County receiving the Two (2) FAA Grant Agreements.

Discussion between the Engineering Department and the FAA has indicated that when the AIP Grant offer is received by Sussex County, the FAA will require a quick signature turn around (possibly the same day). This is the reason for our seeking an "Authority to Sign" in advance of our receiving the AIP Grant offer.

On April 15, 2024, the Engineering Department, on behalf of the Delaware Coastal Airport, held a Bid Opening for the New Parallel Taxiway Bravo (B) – Phase 3 (Construction). The following three bids were received:

Allan Myers MD, Inc.	\$2,447,777.00
George & Lynch, Inc.	\$2,701,494.00
Richard E. Pierson Construction Co., Inc.	\$2,830,305.00



With Sussex County Council approval, County Administration will submit two (2) Federal Grant Applications (FAA Airport Improvement Program and FAA Airport Infrastructure Grant) in the combined amount of **\$2,686,767 which will pay 95% of the total project cost of \$2,828,177.** Sussex County is responsible for paying the remaining \$141,410 (5%) of the total project cost.

Allan Myers MD, Inc.	\$2,447,777.00
Delta Airport Consultants, Inc. (Construction Administrative Services)	\$ 375,000.00
Independent Fee Estimate Cost (FAA required)	<u>\$ 5,400.00</u>
TOTAL Project Cost	\$2,828,177.00

As a reminder, the Overall Development Objective “Construct Parallel Taxiway B” project is a multi-year, multi-phased, Capitals project. The FAA has instructed Sussex County to submit separate AIP applications for each of the six (6 multi-years) anticipated Capitals (multi-phases). This Phase – 3 will cover costs associated with the construction of the new Taxiway B between Taxiway G and midpoint between Taxiway G and Taxiway North Alpha (effectively completing one-half of the overall project’s construction). Beginning in Federal Fiscal Year 2026, 2027 and 2028, Sussex County will repeat the identical process to complete the construction of the entire Parallel Taxiway B project.

This Phase - 3 is an approved Sussex County Capital Improvement Project and is included in the Council approved Delaware Coastal Airport Fiscal Year (FY) 2025 and 2026 Capital Improvement Budget.

Construct Parallel Taxiway B Phasing (middle, one-half, of the overall project)

FFY-2023	Phase 1 (Design through Bidding Phase)	Completed
FFY 2024	Phase 2 (Construction)	Under Construction
FFY 2025	Phase 3 (Construction)	\$2,828,177 (actual)

Construct Parallel Taxiway B Phasing (remaining one-half of the overall project)

FFY-2026	Phase 4 (Design through Bidding Phase)	\$300,000 (est.)
FFY 2027	Phase 5 (Construction)	\$3,300,000 (est.)
FFY 2025	Phase 6 (Construction)	\$3,400,000 (est.)

The overall project includes the construction of a New “full-length” Parallel Taxiway to our Primary Runway 4-22. The New Parallel Taxiway B will be designed to serve aircraft which meet Aircraft Design Group (ADG) III (three) with aircraft gross operating weight up to 100,000 pounds (737 aircraft will continue to taxi on RWY 4-22 for takeoff and landing). The New Parallel Taxiway B is being designed and constructed to meet FAA new standards that include safety enhancements not available on our current Taxiway A.

The Airport Manager, in coordination with the Engineering Department recommends approval from the Sussex County Council for an “Award of Bid” to Allan Myers MD, Inc., in the amount of \$2,447,777.00, together with the submittal of two (2) Federal Aviation Administration (FAA)

Grant applications, and approval by the Sussex County Council the "Authority to Sign" and accept two (2) FAA Grant Agreements for work associated with construction of a New Parallel Taxiway Bravo (B) – Phase 3 (Construction).

Cc: Todd F. Lawson, County Administrator
Mike Harmer, P.E., County Engineer
J. Mark Parker, P.E., Assistant County Engineer

Attachments:

FAA AIP Grant Application

FAA AIG Grant Application

Federal Aviation Administration Airport Improvement Program Grant Assurances

Construct Parallel Taxiway B – Phase 3 General Layout

AIP

Application for Federal Assistance SF-424

*1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*2. Type of Application

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

4. Applicant Identifier:

GED

5a. Federal Entity Identifier:

3-10-0007

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: Sussex County, Delaware

*b. Employer/Taxpayer Identification Number (EIN/TIN):

51-6001054

*c. UEI:

QNNDLPJD39L4

d. Address:

*Street 1: P.O. Box 589

Street 2: 2 The Circle

*City: Georgetown

County/Parish: Sussex

*State: DE

*Province:

*Country: USA: United States

*Zip / Postal Code 19947-0589

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. ☒ *First Name: Robert

Middle Name: L.

*Last Name: Bryant

Suffix:

Title: Airport Manager

Organizational Affiliation:

*Telephone Number: (302) 855-7775

Fax Number:

*Email: robert.bryant@sussexcountyde.gov

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

B: County Government



Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Georgetown, Sussex County, Delaware

***15. Descriptive Title of Applicant's Project:**

Construct Parallel Taxiway B - Phase III (Construction)

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

*a. Applicant: DE-ALL

*b. Program/Project: DE-ALL

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 09/01/2025

*b. End Date: 11/30/2026

18. Estimated Funding (\$):

*a. Federal	\$ 2,385,043
*b. Applicant	\$ 125,529
*c. State	\$ 0
*d. Local	\$ 0
*e. Other	\$ 0
*f. Program Income	\$ 0
*g. TOTAL	\$ 2,510,572

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☒ a. This application was made available to the State under the Executive Order 12372 Process for review on 05/13/2025.
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: J. _____

Middle Name: Mark _____

*Last Name: Parker _____

Suffix: _____

*Title: Assistant County Engineer

*Telephone Number: (302) 855-7382

Fax Number:

* Email: mark.parker@sussexcountyde.gov

*Signature of Authorized Representative:

*Date Signed:



Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A

The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

Item 1.

Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?

☒ Yes ☐ No

Item 2.

Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?

☒ Yes ☐ No ☐ N/A

Item 3.

Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.

☐ Yes ☒ No ☐ N/A

Item 4.

Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).

☐ Yes ☒ No ☐ N/A

Item 5.

Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.

☐ Yes ☒ No ☐ N/A

☐ The project is included in an *approved* PFC application.

If included in an approved PFC application,

does the application *only* address AIP matching share? ☐ Yes ☐ No

☐ The project is included in another Federal Assistance program. Its CFDA number is below.

Item 6.

Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?

☐ Yes ☒ No ☐ N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.

☐ Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency)
on _____ (Date) (2 CFR part 200, appendix VII).

Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

N/A

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

N/A

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

N/A

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

N/A

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Yes

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	20.106
2. Functional or Other Breakout:	Airport Improvement Program

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense	\$ 5,400		
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees	375,000		
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement	2,130,172		
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)	\$ 2,510,572		
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)	\$ 2,510,572		
19. Federal Share requested of Line 18	2,385,043		
20. Grantee share	125,529		
21. Other shares			
22. TOTAL PROJECT (Lines 19, 20 & 21)	\$ 2,510,572		

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	\$ 125,529
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 125,529
25. Other Shares	Amount
a. State	
b. Other	
c. TOTAL - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	\$ 125,529

SECTION E – REMARKS (Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Construct Parallel Taxiway B - Phase III (Construction)

AIRPORT: Delaware Coastal Airport

1. Objective:

Construct Taxiway B. This project is Phase III and consists of the second construction bid package. Taxiway B will be extended from Taxiway G approximately 800 feet to the north and a new Taxiway connector, Taxiway B4, will be constructed. A second Airport Infrastructure Grant (AIG) will provide the associated taxiway lighting and signage.

2. Benefits Anticipated:

This project will improve the safety and efficiency of operations at the airport by reducing conflict points in the terminal area. Additionally, the new parallel taxiway will allow the terminal area to be expanded as shown on the approved ALP.

3. Approach: (See approved Scope of Work in Final Application)

The project was procured through the traditional design-bid-build process. The grant costs are based on Delta Airport Consultant's proposal for construction administration and Allan Myers' actual bid prices. Contracts will be awarded after the grant is offered (expected in Fall 2025). Shop drawings will be submitted and reviewed through the winter months with construction anticipated in Spring 2026 once weather conditions are suitable to begin.

4. Geographic Location:

Georgetown, Sussex County, Delaware

5. If Applicable, Provide Additional Information:

6. Sponsor's Representative: (include address & telephone number)

Mr. Robert L. Bryant, Airport Manager
21553 Rudder Lane, Georgetown, Delaware 19947
(302) 855-7775

AIG

OMB Number: 4040-0004
Expiration Date: 11/30/2025**Application for Federal Assistance SF-424**

*1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*2. Type of Application

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

4. Applicant Identifier:

GED

5a. Federal Entity Identifier:

3-10-0007

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: Sussex County, Delaware

*b. Employer/Taxpayer Identification Number (EIN/TIN):

51-6001054

*c. UEI:

QNNDLPJD39L4

d. Address:

*Street 1: P.O. Box 589

Street 2: 2 The Circle

*City: Georgetown

County/Parish: Sussex

*State: DE

*Province:

*Country: USA: United States

*Zip / Postal Code 19947-0589

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:Prefix: Mr. ☒ *First Name: Robert

Middle Name: L.

*Last Name: Bryant

Suffix:

Title: Airport Manager

Organizational Affiliation:

*Telephone Number: (302) 855-7775

Fax Number:

*Email: robert.bryant@sussexcountyde.gov

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

B: County Government



Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Georgetown, Sussex County, Delaware

***15. Descriptive Title of Applicant's Project:**

Construct Parallel Taxiway B - Phase III (Construction)

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

*a. Applicant: DE-ALL

*b. Program/Project: DE-ALL

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 09/01/2025

*b. End Date: 11/30/2026

18. Estimated Funding (\$):

*a. Federal	\$ 301,724
*b. Applicant	\$ 15,881
*c. State	\$ 0
*d. Local	\$ 0
*e. Other	\$ 0
*f. Program Income	\$ 0
*g. TOTAL	\$ 317,605

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☒ a. This application was made available to the State under the Executive Order 12372 Process for review on 05/13/2025
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: J.

Middle Name: Mark

*Last Name: Parker

Suffix:

*Title: Assistant County Engineer

*Telephone Number: (302) 855-7382

Fax Number:

* Email: mark.parker@sussexcountyde.gov

*Signature of Authorized Representative:

*Date Signed:



Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A

The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

Item 1.

Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?

☒ Yes ☐ No

Item 2.

Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?

☒ Yes ☐ No ☐ N/A

Item 3.

Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.

☐ Yes ☒ No ☐ N/A

Item 4.

Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).

☐ Yes ☒ No ☐ N/A

Item 5.

Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.

☐ Yes ☒ No ☐ N/A

☐ The project is included in an *approved* PFC application.

If included in an approved PFC application,

does the application *only* address AIP matching share? ☐ Yes ☐ No

☐ The project is included in another Federal Assistance program. Its CFDA number is below.

Item 6.

Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?

☐ Yes ☒ No ☐ N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.

☐ Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency)
on _____ (Date) (2 CFR part 200, appendix VII).

Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

N/A

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

N/A

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

N/A

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

N/A

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Yes

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	20.106
2. Functional or Other Breakout:	Airport Improvement Program

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense	\$ 0		
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees	0		
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement	317,605		
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)	\$ 317,605		
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)	\$ 317,605		
19. Federal Share requested of Line 18	301,724		
20. Grantee share	15,881		
21. Other shares			
22. TOTAL PROJECT (Lines 19, 20 & 21)	\$ 317,605		

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	\$ 15,881
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 15,881
25. Other Shares	Amount
a. State	
b. Other	
c. TOTAL - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	\$ 15,881

SECTION E – REMARKS (Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Construct Parallel Taxiway B - Phase III (Construction)

AIRPORT: Delaware Coastal Airport

1. Objective:

Construct Taxiway B MITL and airfield guidance signs. This project is Phase III and consists of the second construction bid package. A separate AIP grant will extend Taxiway B from Taxiway G approximately 800 feet to the north and construct a new Taxiway connector, Taxiway B4. This requested funding will be used to install MITL and airfield guidance signs along the newly constructed taxiway sections.

2. Benefits Anticipated:

Edge lighting and signage will be added to the newly constructed extension of Taxiway B and the new connector Taxiway B4. These elements will improve pilot's situational awareness and improve the night and all-weather capabilities of the airport.

3. Approach: (See approved Scope of Work in Final Application)

The project was procured through the traditional design-bid-build process. The grant costs are based on actual bids.

4. Geographic Location:

Georgetown, Sussex County, Delaware

5. If Applicable, Provide Additional Information:

6. Sponsor's Representative: (include address & telephone number)

Mr. Robert L. Bryant, Airport Manager
21553 Rudder Lane, Georgetown, Delaware 19947
(302) 855-7775

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.¹

- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for

residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for

certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not

conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or

transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

- b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The ([**Selection Criteria: Sponsor Name**]), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of

race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);

3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction

management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, [current FAA Advisory Circulars for AIP projects](#) as of [Selection Criteria: Project Application Date].

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six-month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: Sussex County, Delaware

Airport: Delaware Coastal Airport

Project Number: 3-10-0007-PENDING-2025

Description of Work: Construct Parallel Taxiway B, Phase III (Construction)

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
☒ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2).☒ Yes ☐ No ☐ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
☒ Yes ☐ No ☐ N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- ☒ Yes ☐ No ☐ N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
☒ Yes ☐ No ☐ N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- ☒ Yes ☐ No ☐ N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- ☒ Yes ☐ No ☐ N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☐ Yes ☐ No ☒ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

☒ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of May , 2025 .

Name of Sponsor: Sussex County, Delaware

Name of Sponsor's Authorized Official: J. Mark Parker, P.E.

Title of Sponsor's Authorized Official: Assistant County Engineer

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: Sussex County, Delaware

Airport: Delaware Coastal Airport

Project Number: 3-10-0007-PENDING-2025

Description of Work: Construct Parallel Taxiway B, Phase III (Construction)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Delaware Coastal Airport

Address: 21553 Rudder Lane, Georgetown, DE 19947

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of May , 2025 .

Name of Sponsor: Sussex County, Delaware

Name of Sponsor's Authorized Official: J. Mark Parker, P.E.

Title of Sponsor's Authorized Official: Assistant County Engineer

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: Sussex County, Delaware

Airport: Delaware Coastal Airport

Project Number: 3-10-0007-PENDING-2025

Description of Work: Construct Parallel Taxiway B, Phase III (Construction)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
☒ Yes ☐ No ☐ N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
☒ Yes ☐ No ☐ N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
 - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
 - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
 - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
 - c. Publicly opened at a time and place prescribed in the invitation for bids; and
 - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- ☒ Yes ☐ No ☐ N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
 - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
 - c. Listing of evaluation factors along with relative importance of the factors.
- ☒ Yes ☐ No ☐ N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
☒ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

☒ Yes ☐ No ☐ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

☒ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)

☒ Yes ☐ No ☐ N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

☒ Yes ☐ No ☐ N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of May , 2025 .

Name of Sponsor: Sussex County, Delaware

Name of Sponsor's Authorized Official: J. Mark Parker, P.E.

Title of Sponsor's Authorized Official: Assistant County Engineer

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: Sussex County, Delaware

Airport: Delaware Coastal Airport

Project Number: 3-10-0007-PENDING-2025

Description of Work: Construct Parallel Taxiway B, Phase III (Construction)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).
☒ Yes ☐ No ☐ N/A
2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).
☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
☒ Yes ☐ No ☐ N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
☒ Yes ☐ No ☐ N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
☒ Yes ☐ No ☐ N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
☒ Yes ☐ No ☐ N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
☒ Yes ☐ No ☐ N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
☒ Yes ☐ No ☐ N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
☒ Yes ☐ No ☐ N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of May , 2025 .

Name of Sponsor: Sussex County, Delaware

Name of Sponsor's Authorized Official: J. Mark Parker, P.E.

Title of Sponsor's Authorized Official: Assistant County Engineer

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: Sussex County, Delaware

Airport: Delaware Coastal Airport

Project Number: 3-10-0007-PENDING-2025

Description of Work: Construct Parallel Taxiway B, Phase III (Construction)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
☒ Yes ☐ No ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- ☒ Yes ☐ No ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- ☒ Yes ☐ No ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).
- ☒ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
- b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- ☒ Yes ☐ No ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- ☒ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- ☒ Yes ☐ No ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).
- ☒ Yes ☐ No ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- ☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of May , 2025 .

Name of Sponsor: Sussex County, Delaware

Name of Sponsor's Authorized Official: J. Mark Parker, P.E.

Title of Sponsor's Authorized Official: Assistant County Engineer

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Certification and Disclosure Regarding Potential Conflicts of Interest

Airport Improvement Program Sponsor Certification

Sponsor: Sussex County, Delaware

Airport: Delaware Coastal Airport

Project Number: 3-10-0007-PENDING-2025

Description of Work: Construct Parallel Taxiway B, Phase III (Construction)

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this day of May , 2025 .

Name of Sponsor: Sussex County, Delaware

Name of Sponsor's Authorized Official: J. Mark Parker, P.E.

Title of Sponsor's Authorized Official: Assistant County Engineer

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

From: notifications@d3forms.com@mg.d3forms.com on behalf of Sussex County DE
<notifications@d3forms.com>
Sent: Wednesday, May 14, 2025 9:10 AM
To: Casey Hall
Subject: Form submission from: Council Grant Form

CAUTION: This email originated from outside of the organization. Do not click links, open attachments, or reply unless you recognize the sender and know the content is safe. Contact the IT Helpdesk if you need assistance.

Council Grant Form

Legal Name of Agency/Organization	Children's Beach House, Inc.
Project Name	Youth Development Program
Federal Tax ID	51-0070966
Non-Profit	Yes
Does your organization or its parent organization have a religious affiliation? (If yes, fill out Section 3B.)	No
Organization's Mission	The mission of Children's Beach House is to improve the lives of children, youth, families, and communities by helping them to identify, understand, and utilize their own strengths, talents, and resources.
Address	1800 Bay Ave
City	Lewes
State	DE
Zip Code	19958

Contact Person	Barry Goodinson
Contact Title	Grants Manager
Contact Phone Number	7036064948
Contact Email Address	bgoodinson@cbhinc.org
Total Funding Request	\$5,000
Has your organization received other grant funds from Sussex County Government in the last year?	Yes
If YES, how much was received in the last 12 months?	5000
Are you seeking other sources of funding other than Sussex County Council?	Yes
If YES, approximately what percentage of the project's funding does the Council grant represent?	.2
Program Category (choose all that apply)	Health and Human Services
Primary Beneficiary Category	Disability & Special Needs

Approximately the total number of Sussex County Beneficiaries served, or expected to be served, annually by this program

430

Scope

Children's Beach House seeks funding for its Youth Development Program, serving children with speech and language delays from low-income families. The program aims to:

1. Stabilize families' lives
2. Improve academic outcomes
3. Increase children's confidence and mitigate risky behavior
4. Help children imagine and plan for happy and productive futures

Funding will support:

- Year-round case management
- Summer and weekend camps (with career exploration and job readiness for high schoolers)

Children with speech and language delays are often considered to be "different" by their peers and are at risk of social isolation and bullying. This can lead to disengagement at school and poor academic performance. These challenges are exacerbated when children come from under-resourced homes where they are under the additional stresses of poverty. These stresses include increased susceptibility to high-risk behaviors such as suicide, drug use, violence, and alcohol consumption. Additionally, these children often experience adverse home conditions such as substance abuse, family instability, severe health crises, and neglect. Low-income children are also at risk of adverse health outcomes due to poverty. These include nutritional deficiencies, increased risk of chronic diseases, high rates of infectious diseases, chronic stress, anxiety, and depression. Financial instability, family conflict, and exposure to violence or trauma further compound these issues. Limited access to healthcare can

lead to delays in diagnosis and treatment, inadequate management of chronic conditions, and educational challenges due to health-related absenteeism.

Studies have shown that the most significant protective factors that prevents children from engaging in risky behaviors are close and supportive relationships with friends, parents, and other trusted adults. Children's Beach House (CBH) provides a safe environment where children can develop friendships, connect with positive role models, and engage in activities that promote personal growth. The Youth Development Program (YDP) offers year-round case management and weekend and summer camps to support the social, emotional, academic, and physical development of these children. CBH's unique role includes a holistic approach that integrates academic support, social-emotional learning, and therapeutic activities, ensuring comprehensive care and development for each child. The program's flexibility and willingness to work within the spaces between other service providers distinguish CBH from similar organizations, allowing it to effectively meet the varied needs of the families it serves.

While Children's Beach House's name connotes summertime activity in a specific place (which was true at the time of the organization's founding in 1936), the heart of CBH's work is conducted throughout the year by a team of family engagement coordinators (FECs) who offer case management support to children and families in communities across the state of Delaware. The family engagement coordinators work with children, their schools, and families to ensure an integrated network of support. They help families and children identify their innate strengths and available resources and then work on filling in the gaps with supportive resources. Because all children enrolled in the Youth Development Program have diagnosed speech and language delays, they all have formal Individual Education Plans (IEPs). The FECs, therefore, work closely with families and educators to ensure that the goals and terms of each child's IEP are met and ancillary services are in place to support them.

Of course, the emotional and historical center of the Children's Beach House are its summer camp sessions. There, the children participate in a variety of activities designed to support their social, moral, emotional, physical, and cognitive growth needs. These activities are organized as a coordinated, progressive series of experiences to help children develop and grow. Activities include swimming lessons and free swim sessions, sailing, kayaking, catamaran lessons, team-building activities, arts and crafts, ceramics, low ropes course, academic enrichment, music, drama, sports/games, special programs with visiting teachers and facilitators, field trips, and career exploration and job readiness activities. From the children's perspectives, however, it is where they have fun and make close friends.

During the school year, weekend overnight camp sessions and activities in their communities offer children opportunities to remain connected to their fellow campers, staff, and volunteers.

Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)

1,741,432.00

Description

Salaries

Amount

1,179,307.00

Description

Benefits

Amount

210,209.00

Description

Professional Fees

Amount

154,815.00

Description	Supplies, Telephone. Postage
Amount	124,717.00
Description	Program Food & Beverage
Amount	52,250.00
Description	Program Transportation
Amount	103,251.00
Description	Occupancy
Amount	96,912.00
Description	Misc, Printing, and Direct Financial Assistance
Amount	32,471.00
TOTAL EXPENDITURES	1,953,932.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	-212,500.00
Name of Organization	Children's Beach House, Inc.
Applicant/Authorized Official	Barry Goodinson
Date	05/14/2025
Affidavit Acknowledgement	Yes

If you feel this is not a valid submission please log into D3Forms to update this submissions status.
Please feel free to email clientservices@d3corp.com with any questions.

From: notifications@d3forms.com@mg.d3forms.com on behalf of Sussex County DE
<notifications@d3forms.com>
Sent: Wednesday, May 14, 2025 3:41 PM
To: Casey Hall
Subject: Form submission from: Council Grant Form

CAUTION: This email originated from outside of the organization. Do not click links, open attachments, or reply unless you recognize the sender and know the content is safe. Contact the IT Helpdesk if you need assistance.

Council Grant Form

Legal Name of Agency/Organization	Make-A-Wish Foundation of Philadelphia, Delaware & ✓ Susquehanna Valley
Project Name	Wishes Transforming Lives in Sussex County ✓
Federal Tax ID	22-2755963
Non-Profit	Yes
Does your organization or its parent organization have a religious affiliation? (If yes, fill out Section 3B.)	No
Organization's Mission	Make-A-Wish creates life-changing wishes for children with critical illnesses.
Address	7209 Lancaster Pike, Ste. 4-319
City	Hockessin
State	DE
Zip Code	19707
Contact Person	Karen L Traten

Contact Title Sr. Director of Development

Contact Phone Number 2159873147

Contact Email Address ktraten@philadesv.wish.org

Total Funding Request 10,000

Has your organization received other grant funds from Sussex County Government in the last year? Yes

If YES, how much was received in the last 12 months? 9925.00

Are you seeking other sources of funding other than Sussex County Council? Yes

If YES, approximately what percentage of the project's funding does the Council grant represent? 8.5

Program Category (choose all that apply) Health and Human Services

Primary Beneficiary Category Youth

Approximately the total number of Sussex County Beneficiaries served, or expected to be served, annually by this program

12

Scope

Make-A-Wish Philadelphia, Delaware & Susquehanna Valley's mission is simple yet powerful: to create life-changing wishes for children ages 2.5 to 18, giving them a chance to envision life beyond their diagnosis.

With over 8,500 families served since our founding in 1986, we continue to transform lives—one wish at a time. We are entirely contribution-driven, ensuring that every donation is used responsibly. Our commitment to transparency and impact was recognized when we were named Morning Consult's 2024 #1 most trusted non-profit operating locally in all 50 states.

We are applying for general operating support to benefit children with critical illnesses and their families living in Sussex County. Every day, children are diagnosed with conditions that cast dark shadows over their futures, and it is our goal to step in early—before the weight of the diagnosis fully sinks in—so that the wish journey can offer not just a wish come true, but a source of strength and healing throughout their emotional and physical battle. No parent is ever prepared to hear the words, "your child is critically ill." The emotional toll, the weight of impossible medical decisions, and the financial strain can leave families feeling powerless.

By partnering with leading healthcare institutions like Nemours Children's Health as an example, we integrate wishes into a child's treatment plan, reinforcing their strength and fostering a sense of control during an uncertain time. Research underscores the profound impact:

- 90% of medical providers report that a wish helps improve a child's treatment compliance.
- 90% of medical providers observed that the wish experience has a positive impact on a child's physical well-being and overall quality of life.
- 98%

of medical providers say a wish experience alleviates the traumatic stress of a critical illness. • 95% of parents said they saw their child's emotional well-being improve through the wish experience.

A wish doesn't just provide a moment of joy—it offers families a beacon of hope when darkness seems all consuming. It gives them the courage to keep fighting, the strength to carry on, and unforgettable experiences that can spark healing in the most profound ways and can sometimes lead to better health outcomes.

Referrals for wishes are accepted on an ongoing basis, and right now, we have 13 children living in Sussex County battling critical illnesses awaiting the transformative power of a wish experience.

A grant will enable us to fulfill these wishes more swiftly, giving hope and strength to these children. It will also allow us to reach children in the early stages of their diagnosis—when a wish can not only brighten their spirits but also provide vital support on their medical journey. Each wish granted serves as a powerful reminder to these children that they are not alone—that they are supported, valued, and can look forward to a future filled with possibility.

Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)

70,000.00

Description

Direct Wish Expense

Amount

82,800.00

Description

Personnel

Amount

15,000.00

Description Supplies, travel, other

Amount 2,500.00

TOTAL EXPENDITURES 100,300.00

**TOTAL DEFICIT FOR
PROJECT OR
ORGANIZATION** -30,300.00

Name of Organization Make-A-Wish

**Applicant/Authorized
Official** Karen Traten

Date 05/14/2025

Affidavit Yes
Acknowledgement

If you feel this is not a valid submission please log into D3Forms to update this submissions status.
Please feel free to email clientservices@d3corp.com with any questions.

From: notifications@d3forms.com@mg.d3forms.com on behalf of Sussex County DE
<notifications@d3forms.com>
Sent: Wednesday, May 21, 2025 1:25 PM
To: Casey Hall
Subject: Form submission from: Council Grant Form

CAUTION: This email originated from outside of the organization. Do not click links, open attachments, or reply unless you recognize the sender and know the content is safe. Contact the IT Helpdesk if you need assistance.

Council Grant Form

Legal Name of Agency/Organization Big Brothers Big Sisters of Delaware Inc ✓

Project Name Sussex County one-to-one mentoring match program- 86
New youth provided mentors

Federal Tax ID 51-6018399 ✓

Non-Profit Yes

Does your organization or its parent organization have a religious affiliation? (If yes, fill out Section 3B.) No

Organization's Mission Organization Background/Capacity: Since 1964, Big Brothers Big Sisters of Delaware (BBBSDE) has served the most vulnerable youth throughout the state by way of prevention services such as evidenced based mentoring, life skills, social emotional learning, health and wellness initiatives, and workforce and career readiness. Our mission is to create and support mentoring relationships that ignite the power and promise of youth. Our vision is for all of Delaware's youth to achieve their full potential.

Address 3411 Silverside RD, STE 104B

City	Wilmington
State	Delaware
Zip Code	19810
Contact Person	Anya Lindsey-Jenkins
Contact Title	CEO
Contact Phone Number	3029983577
Contact Email Address	anya@bbbsde.org

Total Funding Request

1038.00

Has your organization received other grant funds from Sussex County Government in the last year?

Yes

If YES, how much was received in the last 12 months?

2000.00

Are you seeking other sources of funding other than Sussex County Council?

Yes

If YES, approximately what percentage of the project's funding does the Council grant represent?

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Program Category (choose all that apply)	Educational
Primary Beneficiary Category	Youth
Approximately the total number of Sussex County Beneficiaries served, or expected to be served, annually by this program	86
Scope	Big Brothers Big Sisters of Delaware seeks funding to match 86 youth with mentors in Sussex County. At this time, Big Brothers Big Sisters of Delaware currently has 328 youth waiting for mentors in Sussex County. Fund will allow us to recruit, orientate, train and match mentors with mentees. Youth who have been matched with a caring, adult mentor have shown significant improvements in school and, increased self-esteem and decrease probability to use drugs and alcohol.
Religious Components	N/A
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	15,000.00
Description	Personnel
Amount	5,000.00
Description	Mentoring Recruitment

Amount	4,000.00
Description	Mentoring Training
Amount	4,000.00
Description	Mentoring Background Checks
Amount	4,300.00
TOTAL EXPENDITURES	17,300.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	-2,300.00
Name of Organization	Big Brothers Big Sisters of Delaware
Applicant/Authorized Official	Anya Lindsey-Jenkins
Date	05/21/2025
Affidavit Acknowledgement	Yes

If you feel this is not a valid submission please log into D3Forms to update this submissions status.
Please feel free to email clientservices@d3corp.com with any questions.

To Be Introduced: 6/3/25

**Council District 3: Ms. Gruenebaum
Tax I.D. No.: 335-12.06-56.00
911 Address: 33847 Clay Road, Lewes**

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A GENERAL CONTRACTOR AND CONSTRUCTION BUSINESS WITH AN OFFICE, SHOWROOM, AND STORAGE INCLUDING VEHICLES TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 0.46 ACRE, MORE OR LESS

WHEREAS, on the 26th day of January 2024, a Conditional Use application, denominated Conditional Use No. 2511 was filed on behalf of Paulina Owedyk; and

WHEREAS, on the ____ day of _____ 2025, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and said Planning and Zoning Commission recommended that Conditional Use No. 2511 be _____; and

WHEREAS, on the ____ day of _____ 2025, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County determined, based on the findings of facts, that said conditional use is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County, and that the conditional use is for the general convenience and welfare of the inhabitants of Sussex County.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article IV, Subsections 115-22, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2511 as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece, or parcel of land, lying and being situate in Sussex County, Delaware, and lying the north side of Clay Road (S.C.R. 269), approximately 0.43 mile west of Kings Highway (Rt. 9), and being more particularly described in the attached legal description prepared by Ward & Taylor, LLC said parcel containing 0.46 acres, more or less.

This Ordinance shall take effect immediately upon its adoption by majority vote of all members of the County Council of Sussex County, Delaware.

To Be Introduced: 6/3/25

**Council District 2: Mr. McCarron
Tax I.D. No.: 235-25.00-45.00
911 Address: 18113 Prettyman Road, Milton**

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR GENERAL TRADE CONTRACTING BUSINESS WITH OFFICE AND STORAGE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 1.73 ACRES, MORE OR LESS

WHEREAS, on the 25th day of June 2024, a Conditional Use application, denominated Conditional Use No. 2537 was filed on behalf of Ryan Brower; and

WHEREAS, on the ____ day of _____ 2025, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County, and said Planning and Zoning Commission recommended that Conditional Use No. 2537 be _____; and

WHEREAS, on the ____ day of _____ 2025, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County determined, based on the findings of facts, that said conditional use is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County, and that the conditional use is for the general convenience and welfare of the inhabitants of Sussex County.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article IV, Subsections 115-22, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2537 as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece, or parcel of land, lying and being situate in Sussex County, Delaware, and lying the southeast side of Pettyjohn Road (S.C.R. 255), approximately 0.65 mile northeast of Prettyman Road (S.C.R. 254), and being more particularly described in the attached legal description prepared by Sergovic, Carmean & Weidman, McCartney & Owens, P.A. said parcel containing 1.73 acres, more or less.

This Ordinance shall take effect immediately upon its adoption by majority vote of all members of the County Council of Sussex County, Delaware.