



Sussex County Council Public/Media Packet

**MEETING:
JUNE 23, 2020**

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**Sussex County Council
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Georgetown, DE 19947
(302) 855-7743**

COUNTY COUNCIL

MICHAEL H. VINCENT, PRESIDENT
IRWIN G. BURTON III, VICE PRESIDENT
DOUGLAS B. HUDSON
JOHN L. RIELEY
SAMUEL R. WILSON JR.



Sussex County

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SUSSEX COUNTY COUNCIL

TELECONFERENCE MEETING**

A G E N D A

JUNE 23, 2020

10:00 A.M.

PLEASE NOTE – AS PERMITTED BY GUBERNATORIAL AUTHORITY, IN ORDER TO LIMIT THE RISK OF POTENTIAL COVID-19 EXPOSURE, THE PUBLIC SHALL BE DENIED ENTRY TO THE COUNTY COUNCIL MEETING. THE PUBLIC IS ENCOURAGED TO PARTICIPATE IN THE COUNCIL MEETING ELECTRONICALLY. FURTHER INSTRUCTIONS ARE LISTED AT THE BOTTOM OF THIS AGENDA.

Call to Order

Approval of Agenda

Approval of Minutes – June 9, 2020

Reading of Correspondence

Public Comments

Consent Agenda

1. Use of Existing Wastewater Infrastructure Agreement, IUA1089
Streams Edge, TBD LLC
2. Use of Existing Wastewater Infrastructure Agreement, IUA1138
Black Hog Village, Nassau Station LLC
3. Use of Existing Wastewater Infrastructure Agreement, IUA667-9
Bishop's Landing Phase 4, Dove Barrington Development, LLC



Todd Lawson, County Administrator

1. Discussion Related to COVID-19 and the County's Reopening Plan
2. Administrator's Report

10:15 a.m. Public Hearings

Fiscal Year 2021 Budget and Related Ordinances

ASSESSMENT ROLLS FOR SEWER AND WATER DISTRICTS

“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”

“AN ORDINANCE ESTABLISHING ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2021”

Andrea Wall, Manager of Accounting

1. Federal Payment in Lieu of Taxes
2. FY 2021 Insurance Recommendation

Hans Medlarz, County Engineer

1. Discussion and Possible Introduction of a Proposed Ordinance entitled “AN ORDINANCE AUTHORIZING THE ISSUANCE OF UP TO \$5,744,784 OF GENERAL OBLIGATION BONDS OF SUSSEX COUNTY IN CONNECTION WITH THE LAND CONSERVATION/WATER QUALITY PROJECT AND AUTHORIZING ALL NECESSARY ACTIONS IN CONNECTION THEREWITH”
2. Western Sussex Transmission Facilities, Contract 6 Office/Garage Building, Project S20-35
 - A. Recommendation to Award
3. GSF Medic/EMS 200 Station, Project C19-08
 - A. Recommendation to Award
4. Professional Environmental Services Project 19-05 Inland Bays and the Sussex portion of the Chesapeake Bay Watershed
 - A. Approval of 2nd revision to Amendment Nos. 1-3 to RK&K's Base Engineering Agreement

John Ashman, Director of Utility Planning

1. Request to post notices for the Cherry Walk Annexation

Grant Requests

1. Clear Space Theatre Company for program expenses
2. Millsboro Historical Society for Godwin School maintenance
3. Mid-Atlantic Symphony Orchestra Society for concert performances through live streaming
4. Fraternal Order of Police, Sussex County Lodge No. 2 for charity support to organizations and law enforcement initiatives for underprivileged youth
5. West Rehoboth Community Land Trust for rental home roof replacement
6. Friends of Milford Museum for operating expenses
7. True Blue Jazz for festival expenses
8. Laurel Community Foundation for Hope House operating expenses
9. Primeros Pasos for playground equipment

Introduction of Proposed Zoning Ordinances

Council Members' Comments

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

Possible Action on Executive Session Items

Adjourn

In accordance with 29 Del.C. §10004(e)(2), this Agenda was posted on June 16, 2020 at 4:30 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.

Further meeting access instructions are listed below.

-MEETING INSTRUCTIONS-

** The Sussex County Council is holding this meeting under the authority issued by Governor John C. Carney through Proclamation No. 17-3292. The meeting will be conducted using teleconference technology.

To join the meeting via phone, please dial:

Conference Number: 800-988-0494

Passcode: 1695792

Members of the public joining the meeting on the phone will be provided an opportunity to make comments under the Public Comment section of this agenda only.

The County will stream this meeting using the same technology it uses for its Chamber Broadcast that can be viewed at <https://sussexcountye.gov/council-chamber-broadcast>. This stream will broadcast the meeting materials and audio only, the public will not be able to comment or speak using this broadcast. This stream will experience a 30-second delay.

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

If any member of the public would like to submit comments electronically, please feel free to send them to rgriffith@sussexcountye.gov. All comments shall be submitted by 4:30 P.M. on Monday, June 22, 2020.

#

SUSSEX COUNTY COUNCIL - GEORGETOWN, DELAWARE, JUNE 9, 2020

A regularly scheduled meeting of the Sussex County Council was held on Tuesday, June 9, 2020, at 1:00 p.m., by teleconference, with the following present:

Michael H. Vincent	President
Irwin G. Burton III	Vice President
Douglas B. Hudson	Councilman
John L. Rieley	Councilman
Samuel R. Wilson Jr.	Councilman
Todd F. Lawson	County Administrator
Gina A. Jennings	Finance Director
J. Everett Moore, Jr.	County Attorney

Call to Order The Invocation and Pledge of Allegiance were led by Mr. Vincent.
Mr. Vincent called the meeting to order.

Agenda Mr. Vincent noted that the Agenda is approved, as is.

Minutes The minutes of June 2, 2020 were approved by consent.

Comments There were no public comments.

COVID-19 County Update Mr. Lawson provided a COVID-19 County Update which included the following information: the State currently operating under the Governor's Phase 1 guidelines, the Governor's release of his Phase 2 guidelines which will take effect on June 15th, and current County operations under Phase 1 and recommended operations under Phase 2, including returning staff and public meetings.

Administrator's Report Mr. Lawson read the following information in his Administrator's Report, as follows:

- Projects Receiving Substantial Completion**

Per the attached Engineering Department fact sheets, the following projects have received Substantial Completion: Peninsula Lakes – Phase 18 (Construction Record) effective May 29th, Stream's Edge Estates, effective May 29th; and The Villas at Walden (formerly Burton's Pond & Walden II) – Phase 1 (Construction Record), effective May 29th.

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

Request to Post Notices/ Camp Arrowhead Section III John Ashman, Director of Utility Planning, presented a request to prepare and post notices for the Camp Arrowhead Section III Expansion of the Sussex County Unified Sanitary Sewer District (Angola Neck Area). This is the third expansion requested by the Diocesan Council for Camp Arrowhead; the previous expansions brought in only the facilities they planned to connect immediately. The current request is to expand the boundary to include the area designated for the existing office. The expansion will consist of 20,930 square feet more or less. A Public Hearing will be scheduled.

M 203 20 Post Notices/ Camp Arrowhead Section III A Motion was made by Mr. Hudson, seconded by Mr. Burton, that the Sussex County Engineering Department is authorized to prepare and post notices for the Camp Arrowhead Phase III Expansion of the Sussex County Unified Sanitary Sewer District, Angola Neck Area, as presented.

Motion Adopted: 5 Yeas.

Vote by Roll Call: Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Wilson, Yea; Mr. Burton, Yea;
Mr. Vincent, Yea

Grant Request Mrs. Jennings presented a grant request for the Council's consideration.

M 204 20 Councilmanic Grant A Motion was made by Mr. Hudson, seconded by Mr. Wilson, to give \$1,500.00 from Mr. Hudson's Councilmanic Grant Account to the Rehoboth Beach Historical Society for construction of a historical exhibit at the museum.

Motion Adopted: 5 Yeas.

Vote by Roll Call: Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Wilson, Yea; Mr. Burton, Yea;
Mr. Vincent, Yea

Agenda Mr. Vincent noted an oversight at the beginning of the meeting when the Agenda should have been formally approved.

M 205 20 Approve Agenda A Motion was made by Mr. Burton, seconded by Mr. Wilson, to approve the Agenda of June 9th, as posted.

Motion Adopted: 5 Yeas.

Vote by Roll Call: Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Wilson, Yea; Mr. Burton, Yea;
Mr. Vincent, Yea

Introduction of Proposed Ordinances Mr. Vincent introduced the Proposed Ordinance entitled "AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR AN EVENTS

Introduction of Proposed Ordinances (continued)

VENUE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN NORTHWEST FORK HUNDRED, SUSSEX COUNTY, CONTAINING 3.024 ACRES, MORE OR LESS” (Conditional Use No. 2226) filed on behalf of Jonathan E. and Karen M. Hearn (Tax I.D. No. 131-18.00-33.00 (Part of) (911 Address: 8275 Cannon Road, Lewes).

Mr. Burton introduced the Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 (AGRICULTURAL RESIDENTIAL DISTRICT) FOR AN EVENTS VENUE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 98.60 ACRES, MORE OR LESS” (Conditional Use No. 2232) filed on behalf of Covered Bridge Inn, LLC (Tax I.D. No. 334-10.00-69.01) (911 Address: None Available).

Mr. Burton introduced the Proposed Ordinance entitled “AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A B-2 BUSINESS COMMUNITY DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES & REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 11.57 ACRES, MORE OR LESS” (Change of Zone No. 1920) filed on behalf of J.G. Townsend, Jr. & Co. (Tax I.D. No. 334-12.00-52.00 (part of) (911 Address: None Available).

The Proposed Ordinances will be advertised for Public Hearing.

**M 206 20
Go Into
Executive
Session**

At 1:16 p.m., a Motion was made by Mr. Wilson, seconded by Mr. Rieley, to recess the Regular Session and go into Executive Session to discuss matters relating to personnel and land acquisition.

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Wilson, Yea; Mr. Burton, Yea;
Mr. Vincent, Yea**

**Executive
Session**

At 1:18 p.m. an Executive Session of the Sussex County Council was held by teleconference to discuss matters relating to personnel and land acquisition. The Executive Session concluded at 1:29 p.m.

**M 207 20
Reconvene
Regular
Session**

At 1:31 p.m., a Motion was made by Mr. Burton, seconded by Mr. Hudson, to come out of Executive Session and to reconvene the Regular Session.

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Wilson, Yea; Mr. Burton, Yea;
Mr. Vincent, Yea**

Rules Mr. Moore read the rules of procedure for zoning hearings held by teleconference.

Public Hearings All of the following public hearings were held by teleconference.

**Public Hearing/
CU 2222** A Public Hearing was held on the Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A C-1 GENERAL COMMERCIAL DISTRICT FOR AN OUTDOOR MINIATURE GOLF COURSE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 0.46 ACRES, MORE OR LESS” (Conditional Use No. 2222) filed on behalf of Jessica Peake (Tax I.D. No. 134-17.11-40.00) (911 Address: 32967 Coastal Highway, Bethany Beach).

The Planning and Zoning Commission held a Public Hearing on this application on March 12, 2020 at which time action was deferred. On March 26, 2020, the Commission recommended approval with conditions.

(See the Planning and Zoning Commission meeting minutes of March 12 and March 26, 2020.)

Jamie Whitehouse, Planning and Zoning Director, presented the application.

Mr. Whitehouse reported that seventeen (17) letters were received from adjoining property owners and businesses in support of the application.

The Council found that Mackenzie Peet, Attorney, was present with the Applicant, Nick Geracimos and with Dean Geracimos (Project Consultant) and Jack Burbage (Business Partner). Ms. Peet stated that Mr. Geracimos is the founder of Nick’s Mini Golf, a family owned business which has been in business since 2016; that Mr. Geracimos currently has six other miniature golf course locations in the Delmarva region that employ approximately 30 people; that he has partnered with Jack Burbage in this venture to construct a miniature golf course in Bethany; that Mr. Burbage leases the property (from Jackie Peake) where the miniature golf course is proposed; that Mr. Geracimos is seeking approval for the 18-hole miniature golf course to be located on this property on Coastal Highway; that the property is situated near residential and commercial uses; that the Applicant previously appeared before the Board of Adjustment and was denied variances; that he has submitted a request for a rehearing and the Board is scheduled to hear this request on June 15, 2020; that the proposed use is compatible with surrounding uses and will have no adverse impact on other area properties; that as part of the golf course design, safety was considered and the golf course is separated a total of 15 feet from the highway; that a shared use path may be required by DelDOT; that they propose to provide landscaped buffers around the golf course; that they plan to install a 42 inch net to prevent stray balls from leaving the site; that no Traffic Impact Study was required; that they have partnered with the

**Public
Hearing/
CU 2222
(continued)**

adjacent motel (owned by Mr. Burbage) for a shared parking arrangement; and that 18 parking spaces will be provided, which includes handicapped parking.

Public comments were heard.

Keith Steck commented on parking requirements, including handicapped parking, and pedestrian crossings.

Paul Reiger commented on procedures for variance applications, stating that applications for variances should not go to the Board of Adjustment prior to an application going to the Planning and Zoning Commission and the Sussex County Council.

There were no additional public comments.

The public record and Public Hearing were closed.

**M 208 20
Adopt
Ordinance
No. 2713/
CU 2222**

A Motion was made by Mr. Wilson, seconded by Mr. Hudson, to Adopt Ordinance No. 2713 entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A C-1 GENERAL COMMERCIAL DISTRICT FOR AN OUTDOOR MINIATURE GOLF COURSE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 0.46 ACRES, MORE OR LESS” (Conditional Use No. 2222) filed on behalf of Jessica Peake, with the following conditions:

- A. The use shall be limited to a mini golf course and uses associated with that activity.**
- B. The signage shall comply with the sign requirements for the underlying C-1 zone.**
- C. There shall be fencing along the Route One boundary of the property to prevent golfers and golf balls from inadvertently leaving the property and getting near the Route One right of way. The location and type of fencing shall be shown on the Final Site Plan.**
- D. The Applicant shall comply with all of DelDOT’s requirements.**
- E. At least 18 parking spaces shall be provided for the use. These spaces must either be on-site or on an adjacent property pursuant to a Shared Parking Agreement.**
- F. All lighting shall be downward screened and shielded so that it does not shine on neighboring properties or roadways.**
- G. Any dumpsters shall be screened from view from neighboring properties or roadways.**
- H. The entrance to the site shall be oriented to the north and east side so that families and golfers enter from that side and are discouraged from walking along Route One to get to the use.**
- I. The Applicant shall comply with all requirements of the Sussex Conservation District regarding stormwater management on the site. The Final Site Plan shall contain the approval of the Sussex**

**M 208 20
Adopt
Ordinance
No. 2713/
CU 2222
(continued)**

Conservation District.

- J. The Site Plan shall include a landscape plan that identifies the landscaping within the buffer area required by the Combined Highway Corridor Overlay Zone.**
- K. Failure to comply with any of these conditions shall be grounds for the termination of the Conditional Use approval.**
- L. 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: Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Wilson, Yea; Mr. Burton, Yea;
Mr. Vincent, Yea**

**Public
Hearing/
CU 2224**

A Public Hearing was held on the Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A REAL ESTATE OFFICE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN LITTLE CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 1.75 ACRES, MORE OR LESS” (Conditional Use No. 2224) filed on behalf of Pamela Price (Tax I.D. No. 332-7.00-22.00) (911 Address: 34590 Sussex Highway, Laurel).

The Planning and Zoning Commission held a Public Hearing on this application on May 14, 2020 at which time action was deferred. On May 28, 2020, the Commission recommended approval with conditions.

(See the minutes of the meeting of the Planning and Zoning Commission dated May 14 and May 28, 2020.)

Jamie Whitehouse, Planning and Zoning Director, presented the application.

The Council found that the Applicant, Pamela Price, was present. She stated that her application is for a real estate office; that she currently rents space in Delmar for her existing real estate office; that she desires to own her own office building with frontage on the highway for her business and has found this property; that this site used to be the location of the office for the raceway; that there is a small house on the site that they have remodeled; that adequate parking exists; and that a letter of support has been received from a neighbor.

There were no public comments.

The public record and Public Hearing were closed.

**M 209 20
Adopt
Ordinance
No. 2714/
CU 2224**

A Motion was made by Mr. Rieley, seconded by Mr. Wilson, to Adopt Ordinance No. 2714 entitled "AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A REAL ESTATE OFFICE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN LITTLE CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 1.75 ACRES, MORE OR LESS" (Conditional Use No. 2224) filed on behalf of Pamela Price, with the following conditions:

- A. The use shall be limited to a real estate office.
- B. As stated by the Applicant, the hours that the office shall be open to clients shall be between 8:30 a.m. and 7:00 p.m. This shall not prohibit the Applicant or other real estate agents from working in the office at other hours.
- C. One lighted sign, not to exceed 32 square feet per side, shall be permitted.
- D. Any dumpsters shall be screened from view of neighboring properties and roadways.
- E. There shall not be any outside storage on the site.
- F. The Applicant shall comply with all DelDOT requirements concerning entrance, traffic and roadway improvements.
- G. All parking areas for the Conditional Use shall be shown on the Final Site Plan and clearly marked on the site itself.
- H. 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: Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Wilson, Yea; Mr. Burton, Yea;
Mr. Vincent, Yea

**Public
Hearing/
CU 2198**

A Public Hearing was held on the Proposed Ordinance entitled "AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR INDOOR AND OUTDOOR RETAIL SALES TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN NANTICOKE HUNDRED, SUSSEX COUNTY, CONTAINING 0.8474 ACRES, MORE OR LESS" (Conditional Use No. 2198) filed on behalf of Jeffrey Myer (Tax I.D. No. 430-22.00-10.01) (911 Address: 10595 and 10609 Seashore Highway, Bridgeville).

The Planning and Zoning Commission held a Public Hearing on this application on May 14, 2020 at which time action was deferred. On May 28, 2020, the Commission recommended approval with conditions.

(See the minutes of the Planning and Zoning Commission dated May 14 and 28, 2020.)

**Public
Hearing/
CU 2198
(continued)**

Jamie Whitehouse, Planning and Zoning Director, presented the application.

The Council found that Jeffrey Myer was present on behalf of his application and stated that he has been operating the market for indoor/outdoor retail sales for 32 years and that he wants to continue to run it as he has done in the past; that he does not propose any changes to the existing store; that there is sufficient parking available; that the site has access to the highway; and that no Traffic Impact Study was required.

There were no public comments.

The public record and Public Hearing were closed.

**M 210 20
Adopt
Ordinance
No. 2715/
CU 2198**

A Motion was made by Mr. Wilson, seconded by Mr. Burton, to Adopt Ordinance No. 2715 entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR INDOOR AND OUTDOOR RETAIL SALES TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN NANTICOKE HUNDRED, SUSSEX COUNTY, CONTAINING 0.8474 ACRES, MORE OR LESS” (Conditional Use No. 2198) filed on behalf of Jeffrey Myer, with the following conditions:

- A. This use shall be limited to the location and scope of the existing indoor and outdoor sales that occur on the site. This limitation does not affect the pre-existing general store that is also located on this property.**
- B. As requested by the Applicant, one lighted sign shall be permitted. It shall not exceed 32 square feet per side.**
- C. The hours of operation shall be limited to 7:00 a.m. through sundown, seven days per week.**
- D. Any security lighting shall be screened so that it does not shine on neighboring properties or roadways.**
- E. The Applicant shall comply with all DeDOT requirements, including any entrance or roadway improvements.**
- F. There shall not be any dumping on the site. Also, no junk or unsold items shall accumulate outdoors on the site.**
- G. Any dumpsters associated with the use shall be screened from view from neighboring properties or roadways.**
- H. The Final Site Plan shall clearly show all parking areas, buildings, storage containers and other structures as well as the areas set aside for the indoor and outdoor sales. The outdoor sales and parking areas shall also be clearly marked on the site itself.**
- I. Failure to comply with any of these conditions shall be grounds for termination of the Conditional Use approval.**
- J. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning and Zoning Commission.**

Motion Adopted: 5 Yeas.

**M 210 20
(continued)**

**Vote by Roll Call: Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Wilson, Yea; Mr. Burton, Yea;
Mr. Vincent, Yea**

**Public
Hearing/
CZ 1904**

A Public Hearing was held on the Proposed Ordinance entitled “AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A C-2 MEDIUM COMMERCIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN BROADKILL HUNDRED, SUSSEX COUNTY, CONTAINING 10.88 ACRES, MORE OR LESS” (Change of Zone No. 1904) filed on behalf of Dry Acres, LLC (Jill Cicierski) (Tax I.D. No. 235-30.00-51.00) (911 Address: None Available).

The Planning and Zoning Commission held a Public Hearing on this application on January 23, 2020 and a further hearing was held on May 14, 2020 at which time action was deferred. On May 28, 2020, the Commission recommended approval.

(See the minutes of the Planning and Zoning Commission dated January 23, May 14, and May 28, 2020.)

Jamie Whitehouse, Planning and Zoning Director, presented the application.

Mr. Whitehouse stated that letters of support and a petition in support of the application have been received and made a part of the record.

The Council found that Mark Davidson of Pennoni was present on behalf of the application with the Applicant, Jill Cicierski. Mr. Davidson stated that the property is under contract for sale; that the site is bordered on the south by the Delaware Central Railroad and also bordered by a mini-storage facility, a Dollar General store, and lands of Bayhealth; that a shopping plaza / community retail plaza is proposed; that PLUS comments have been received; that DelDOT is limiting access on Route 9; that a right-in and right-out will be permitted by DelDOT; that a cross access easement could connect to future sites for interconnection; that a connection to the rail to trail path will eventually take place; that the proposed use will not impact property values in the area; that water and sewer utilities are available in the area; that the application complies with the Zoning Ordinance and the Comprehensive Plan; and that support letters have been made a part of the record.

Public comments were heard.

Keith Steck commented on pedestrian and bicycle safety concerns.

There were no additional public comments.

(continued) **The public record and Public Hearing were closed.**

M 211 20
Adopt
Ordinance
No. 2716/
CZ 1904

A Motion was made by Mr. Burton, seconded by Mr. Wilson, to Adopt Ordinance No. 2716 entitled “AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A C-2 MEDIUM COMMERCIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN BROADKILL HUNDRED, SUSSEX COUNTY, CONTAINING 10.88 ACRES, MORE OR LESS” (Change of Zone No. 1904) filed on behalf of Dry Acres, LLC (Jill Cicierski).

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Wilson, Yea; Mr. Burton, Yea;
Mr. Vincent, Yea**

M 212 20
Adjourn

A Motion was made by Mr. Wilson, seconded by Mr. Burton, to adjourn at 2:58 p.m.

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Wilson, Yea; Mr. Burton, Yea;
Mr. Vincent, Yea**

Respectfully submitted,

**Robin A. Griffith
Clerk of the Council**

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

ENGINEERING DEPARTMENT

ADMINISTRATION (302) 855-7718
AIRPORT & INDUSTRIAL PARK (302) 855-7774
ENVIRONMENTAL SERVICES (302) 855-7730
PUBLIC WORKS (302) 855-7703
RECORDS MANAGEMENT (302) 854-5033
UTILITY ENGINEERING (302) 855-7717
UTILITY PERMITS (302) 855-7719
UTILITY PLANNING (302) 855-1299
FAX (302) 855-7799



Sussex County

DELAWARE

sussexcountyde.gov

HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

JOHN J. ASHMAN
DIRECTOR OF UTILITY PLANNING

Memorandum

TO: Sussex County Council
The Honorable Michael H. Vincent, President
The Honorable Irwin G. Burton III, Vice President
The Honorable Samuel R. Wilson, Jr.
The Honorable Douglas B. Hudson
The Honorable John L. Rieley

FROM: John J. Ashman 
Director of Utility Planning

RE: *Existing Wastewater Infrastructure Use Agreement*
Streams Edge
File: OM 9.01

DATE: June 23, 2020

The Existing Wastewater Infrastructure Use Agreement is an arrangement that collects financial contributions based on development built out flows for available capacity in the existing wastewater transmission infrastructure previously funded by the County while at the same time eliminating the granting of "oversizing" credits.

The Engineering Department requests approval of an agreement for the use of existing wastewater infrastructure with **TBD, LLC** for the **Streams Edge** project in the West Rehoboth Area. Such an arrangement does not modify the underlying land use decision in any form. However, it allows the wastewater originating from the approved project to be conveyed through the existing transmission system previously constructed by the County.

Under the proposed arrangement, the **Streams Edge** project will connect to the existing County owned wastewater infrastructure. In return for utilization of said infrastructure **TBD, LLC** will contribute **\$11,845.00** for the financial catch-up contribution of the existing infrastructure to serve **9.00** Equivalent Dwelling Units. Payment will be required at the time of execution of this agreement. System Connection Charges in place at the time of building permit request will still apply.



USE OF EXISTING INFRASTRUCTURE AGREEMENT

Infrastructure Use Agreement IUA-1089

THIS AGREEMENT ("Agreement"), made this 26 day of May 2020, by and between:

SUSSEX COUNTY, a political subdivision of the State of Delaware, hereinafter called the "County," and;

TBD, LLC, a Delaware Limited Liability Company and developer of a project known as Stream's Edge, hereinafter called the "Developer."

WITNESSETH:

WHEREAS, Developer is developing a tract of land identified as Tax Map parcel 234-6.00-90.00, to be known as Stream's Edge ("Project") and;

WHEREAS, the Project is located in the Sussex County Unified Sanitary Sewer District (West Rehoboth Area) and;

WHEREAS, County has determined by study known as North Coastal Planning Study, that the Project can be served by the regional infrastructure and;

WHEREAS, the Project will utilize available capacity in existing wastewater infrastructure previously funded by Sussex County.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, which is hereby acknowledged by both parties as sufficient consideration, the parties hereby agree as follows:

- (1) Developer is proposing to utilize County's existing collection and transmission capacity by connecting to an existing regional pipeline used by multiple pump stations.
- (2) In exchange for permission to connect up to 9 equivalent dwelling units to County's existing transmission system and to utilize the existing capacity in said system, Developer agrees to a financial catch-up contribution towards the debt service of said transmission facilities in the amount of \$11,845.00.
- (3) The contribution amount in the case of multiple pump stations using an existing transmission system is based on the ratio of average flow capacity utilization of said transmission facilities.

- (4) **Payment of the contribution is due at time of execution of this agreement. Agreement must be executed prior to beneficial acceptance of the on-site infrastructure.**
- (5) If the Project (as currently approved) is amended and County determines in its sole discretion that such amendments materially affect this Agreement, this Agreement may be declared by County to be null and void, and any unused payments made pursuant to this Agreement shall be returned to Developer, unless the parties otherwise agree. Nothing herein shall prevent the parties from the negotiation of a new agreement with respect to the amended Project, as the parties may deem appropriate.
- (6) The contribution is to be placed in County's sewer capital fund and expended at such time when any transmission infrastructure in County's Unified Sanitary Sewer District requires upgrades or replacement.
- (7) Developer shall be responsible for payment of any and all undiscounted system connection charges in accordance with and pursuant to the requirements of the *Sussex County Code* for all lots, due at such time the Developer receives the sewer connection permit.
- (8) Developer shall comply in all aspects with the *Sussex County Code* and any other local, state, county, or federal laws, regulations, or policies that may be applicable and as such may be hereinafter amended.
- (9) Prior to the commencement of construction of any sanitary sewer facilities for the Project, Developer shall obtain a project construction permit from the County in accordance with and pursuant to the requirements of the *Sussex County Code*.
- (10) In order to allow the opportunity for a County representative to be present as the County so chooses, Developer shall send written notice to County of the date upon which connection to the County regional transmission system will be made. Developer shall follow County's written or verbal instructions in making said connection to the County sanitary sewer system.
- (11) Developer may assign this Agreement in whole or in part to any entity controlled directly or indirectly by Developer or to any third party who purchases, leases or otherwise controls any portion of Developer's property without the consent of County. Developer, and any subsequent assignees or successors shall provide County at least ten (10) days' written notice of any such assignment. Any other assignments, transfers, or conveyances with respect to this Agreement are prohibited without prior written consent of County.
- (12) To the extent permitted by law, Developer shall indemnify and hold harmless County, and its appointed and elected officials, employees, licensees, and agents for

any claims, losses, liabilities, suits, or damages, including but not limited to reasonable attorneys' fees, professional engineering fees, and any other costs of litigation, arising out of Developer's negligence in connection with its performance of this Agreement, including but not limited to damage to the County's infrastructure in making connection to County's regional transmission system. The obligations of this Paragraph shall survive the termination of this Agreement.

- (13) All the terms, covenants, and conditions of this Agreement shall in all respects be governed and construed under and pursuant to the Laws of the State of Delaware without respect to its conflict of law provisions. This Agreement may only be amended, supplemented or modified by a subsequent written agreement executed by all of the parties hereto.
- (14) This Agreement and exhibits constitute the final, entire and exclusive agreement between the parties with respect to the subject matter of all matters discussed in it and supersedes all prior or contemporaneous discussions, statements, representations, warranties or agreements, whether written or oral, made in connection with the Agreement described herein.
- (15) It is mutually agreed between the parties that no review, approval, acceptance, and/or payment made under this Agreement shall be conclusive evidence of the performance of the Agreement, either wholly or in part, and that no review, approval, acceptance, and/or payment shall be construed as acceptance of defective work by County, nor in any way relieve Developer of its responsibility for the adequacy of its work.
- (16) The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. Neither party shall be deemed to have waived any rights under this Agreement unless such waiver is expressly given in writing and signed by the waiving party. No delay or omission on the part of either party in exercising any right shall operate as a waiver of such right or any other right.
- (17) This Agreement shall be executed in duplicate, any copy of which shall be considered and construed as and for the original.
- (18) If any provision of this Agreement shall be deemed invalid or unenforceable for any reason whatsoever, then such invalidity or unenforceability shall not render invalid or unenforceable any of the other provisions of this Agreement which may be given effect without such invalid or unenforceable provision, and to this end, the provisions of this Agreement are hereby deemed to be severable.
- (19) Any notice required to be delivered to or by either party under this Agreement shall be sent by U.S. first class mail. For purposes of this provision, the address of the County is **2 The Circle, P.O. Box 589, Georgetown, Delaware, 19947**, and the

address of the Developer is TBD, LLC 33309 Kent Avenue, Bethany Beach DE 19930.

IN WITNESS WHEREOF, the respective parties hereto have affixed their hands and seals the day and year aforesaid.

FOR THE COUNTY:

{Seal}

By: _____
(President - Sussex County Council)
_____ (DATE)

ATTEST:

Robin A. Griffith
Clerk of the County Council

FOR TBD, LLC

Michael A. Daniels

By: _____ (Seal)
Michael Daniels
5/26/20 (DATE)

WITNESS: *[Signature]*

Use of Existing Infrastructure Streams Edge

Parcels of Interest Existing SSD

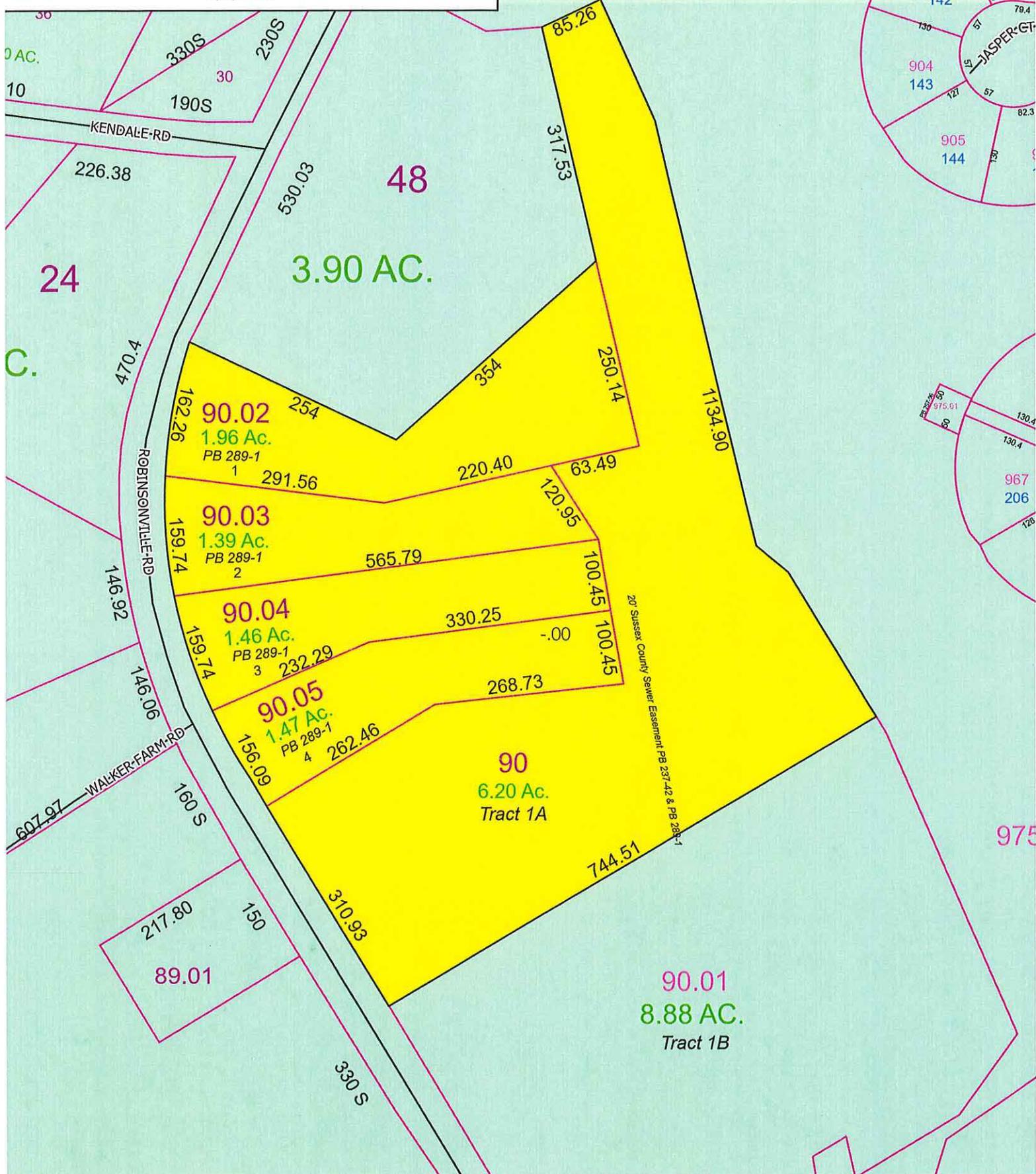


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Feet



6/3/2020

2.06 AC.



ENGINEERING DEPARTMENT

ADMINISTRATION (302) 855-7718
AIRPORT & INDUSTRIAL PARK (302) 855-7774
ENVIRONMENTAL SERVICES (302) 855-7730
PUBLIC WORKS (302) 855-7703
RECORDS MANAGEMENT (302) 854-5033
UTILITY ENGINEERING (302) 855-7717
UTILITY PERMITS (302) 855-7719
UTILITY PLANNING (302) 855-1299
FAX (302) 855-7799



Sussex County

DELAWARE

sussexcountyde.gov

HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

JOHN J. ASHMAN
DIRECTOR OF UTILITY PLANNING

Memorandum

TO: Sussex County Council
The Honorable Michael H. Vincent, President
The Honorable Irwin G. Burton III, Vice President
The Honorable Samuel R. Wilson, Jr.
The Honorable Douglas B. Hudson
The Honorable John L. Rieley

FROM: John J. Ashman 
Director of Utility Planning

RE: ***Existing Wastewater Infrastructure Use Agreement
Black Hog Village
File: OM 9.01***

DATE: June 23, 2020

The Existing Wastewater Infrastructure Use Agreement is an arrangement that collects financial contributions based on development built out flows for available capacity in the existing wastewater transmission infrastructure previously funded by the County while at the same time eliminating the granting of "oversizing" credits.

The Engineering Department requests approval of an agreement for the use of existing wastewater infrastructure with **Nassau Station, LLC** for the **Black Hog Village** project in the West Rehoboth Area. Such an arrangement does not modify the underlying land use decision in any form. However, it allows the wastewater originating from the approved project to be conveyed through the existing transmission system previously constructed by the County.

Under the proposed arrangement, the **Black Hog Village** project will connect to the existing County owned wastewater infrastructure. In return for utilization of said infrastructure **Nassau Station, LLC** will contribute **\$29,664.00** for the financial catch-up contribution of the existing infrastructure to serve **21.82** Equivalent Dwelling Units. Payment will be required prior to the project receiving a sewer connection permit. System Connection Charges in place at the time of building permit request will still apply.



EXISTING WASTEWATER INFRASTRUCTURE USE AGREEMENT

Black Hog Village IUA1132

THIS AGREEMENT (“Agreement”), made this _____ day of _____ 2020, by and between:

SUSSEX COUNTY, a political subdivision of the State of Delaware, hereinafter called the “County,” and;

NASSAU STATION, LLC , a Limited Liability Corporation and developer of a project known as **Black Hog Village**, hereinafter called the “Developer.”

WITNESSETH:

WHEREAS, Developer is developing a tract of land identified as Tax Map parcel 334-5.00-76.00 to be known as **Black Hog Village** (“Project”) and;

WHEREAS, the Project is within the boundary of the Sussex County Unified Sanitary Sewer District (West Rehoboth Area) and;

WHEREAS, the Project will utilize available capacity in existing wastewater infrastructure previously funded by Sussex County.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, which is hereby acknowledged by both parties as sufficient consideration, the parties hereby agree as follows:

- (1) Developer is proposing to utilize County’s existing collection and transmission capacity by connecting to existing regional infrastructure used by multiple pump stations.
- (2) In exchange for permission to connect up to **21.82** additional equivalent dwelling units to County’s existing system and to utilize the existing capacity in said system, Developer agrees to financial catch-up contribution in the amount of **\$29,664.00** for said existing facilities.
- (3) The contribution amount in the case of multiple pump stations using an existing collection and transmission system is based on the ratio of average flow capacity utilization of said transmission facilities.
- (4) **Payment of the contribution must be submitted prior to receiving a sewer connection permit.**
- (5) If the Project (as currently submitted) is amended and County determines in its sole discretion that such amendments materially affect this Agreement, this Agreement may be declared by County to be null and void, and any unused payments made

pursuant to this Agreement shall be returned to Developer, unless the parties otherwise agree. Nothing herein shall prevent the parties from the negotiation of a new agreement with respect to the amended Project, as the parties may deem appropriate.

- (6) The contribution is to be placed in County's sewer capital fund and expended towards overall debt reduction or at such time when any transmission infrastructure in County's Unified Sanitary Sewer District requires capital improvements (See Chapter 110-96 of the Sussex County Code).
- (7) Developer shall be responsible for payment of any and all undiscounted system connection charges in accordance with and pursuant to the requirements of the *Sussex County Code* for all lots, due at such time the Developer receives the sewer connection permit.
- (8) Developer shall comply in all aspects with the *Sussex County Code* and any other local, state, county, or federal laws, regulations, or policies that may be applicable and as such may be hereinafter amended.
- (9) Prior to the commencement of construction of any sanitary sewer facilities for the Project, Developer shall obtain a project construction permit from the County in accordance with and pursuant to the requirements of the *Sussex County Code*.
- (10) In order to allow the opportunity for a County representative to be present as the County so chooses, Developer shall send written notice to County of the date upon which connection to the County regional transmission system will be made. Developer shall follow County's written or verbal instructions in making said connection to the County sanitary sewer system.
- (11) Developer may assign this Agreement in whole or in part to any entity controlled directly or indirectly by Developer or to any third party who purchases, leases or otherwise controls any portion of Developer's property without the consent of County. Developer, and any subsequent assignees or successors shall provide County at least ten (10) days' written notice of any such assignment. Any other assignments, transfers, or conveyances with respect to this Agreement are prohibited without prior written consent of County.
- (12) To the extent permitted by law, Developer shall indemnify and hold harmless County, and its appointed and elected officials, employees, licensees, and agents for any claims, losses, liabilities, suits, or damages, including but not limited to reasonable attorneys' fees, professional engineering fees, and any other costs of litigation, arising out of Developer's negligence in connection with its performance of this Agreement, including but not limited to damage to the County's infrastructure in making connection to County's regional transmission system. The obligations of this Paragraph shall survive the termination of this Agreement.

- (13) All the terms, covenants, and conditions of this Agreement shall in all respects be governed and construed under and pursuant to the Laws of the State of Delaware without respect to its conflict of law provisions. This Agreement may only be amended, supplemented or modified by a subsequent written agreement executed by all the parties hereto.
- (14) This Agreement and exhibits constitute the final, entire and exclusive agreement between the parties with respect to the subject matter of all matters discussed in it and supersedes all prior or contemporaneous discussions, statements, representations, warranties or agreements, whether written or oral, made in connection with the Agreement described herein.
- (15) It is mutually agreed between the parties that no review, approval, acceptance, and/or payment made under this Agreement shall be conclusive evidence of the performance of the Agreement, either wholly or in part, and that no review, approval, acceptance, and/or payment shall be construed as acceptance of defective work by County, nor in any way relieve Developer of its responsibility for the adequacy of its work.
- (16) The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. Neither party shall be deemed to have waived any rights under this Agreement unless such waiver is expressly given in writing and signed by the waiving party. No delay or omission on the part of either party in exercising any right shall operate as a waiver of such right or any other right.
- (17) This Agreement shall be executed in duplicate, any copy of which shall be considered and construed as and for the original.
- (18) If any provision of this Agreement shall be deemed invalid or unenforceable for any reason whatsoever, then such invalidity or unenforceability shall not render invalid or unenforceable any of the other provisions of this Agreement which may be given effect without such invalid or unenforceable provision, and to this end, the provisions of this Agreement are hereby deemed to be severable.
- (19) Any notice required to be delivered to or by either party under this Agreement shall be sent by U.S. first class mail. For purposes of this provision, the address of the County is 2 The Circle, P.O. Box 589, Georgetown, Delaware, 19947, and the address of the Developer is **323 E. Rehoboth Street, Rehoboth Beach, Delaware 19971.**

IN WITNESS, WHEREOF, the respective parties hereto have affixed their hands and seals the day and year aforesaid.

FOR THE COUNTY:

{Seal}

By: _____
(President - Sussex County Council)
_____ (DATE)

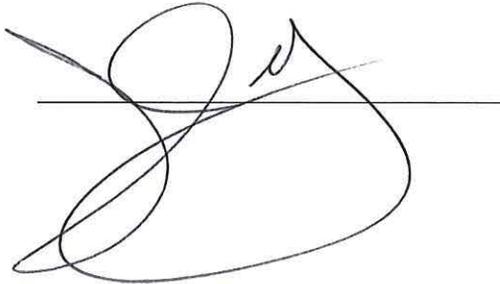
ATTEST:

Robin A. Griffith
Clerk of the County Council

FOR NASSAU STATION, LLC

By: Harold E. Dukes Jr. (Seal)
Harold E. Dukes Jr.
May 15, 2020 (DATE)

WITNESS:



Use of Existing Infrastructure Blackhog Village - 334-5.00-76.00

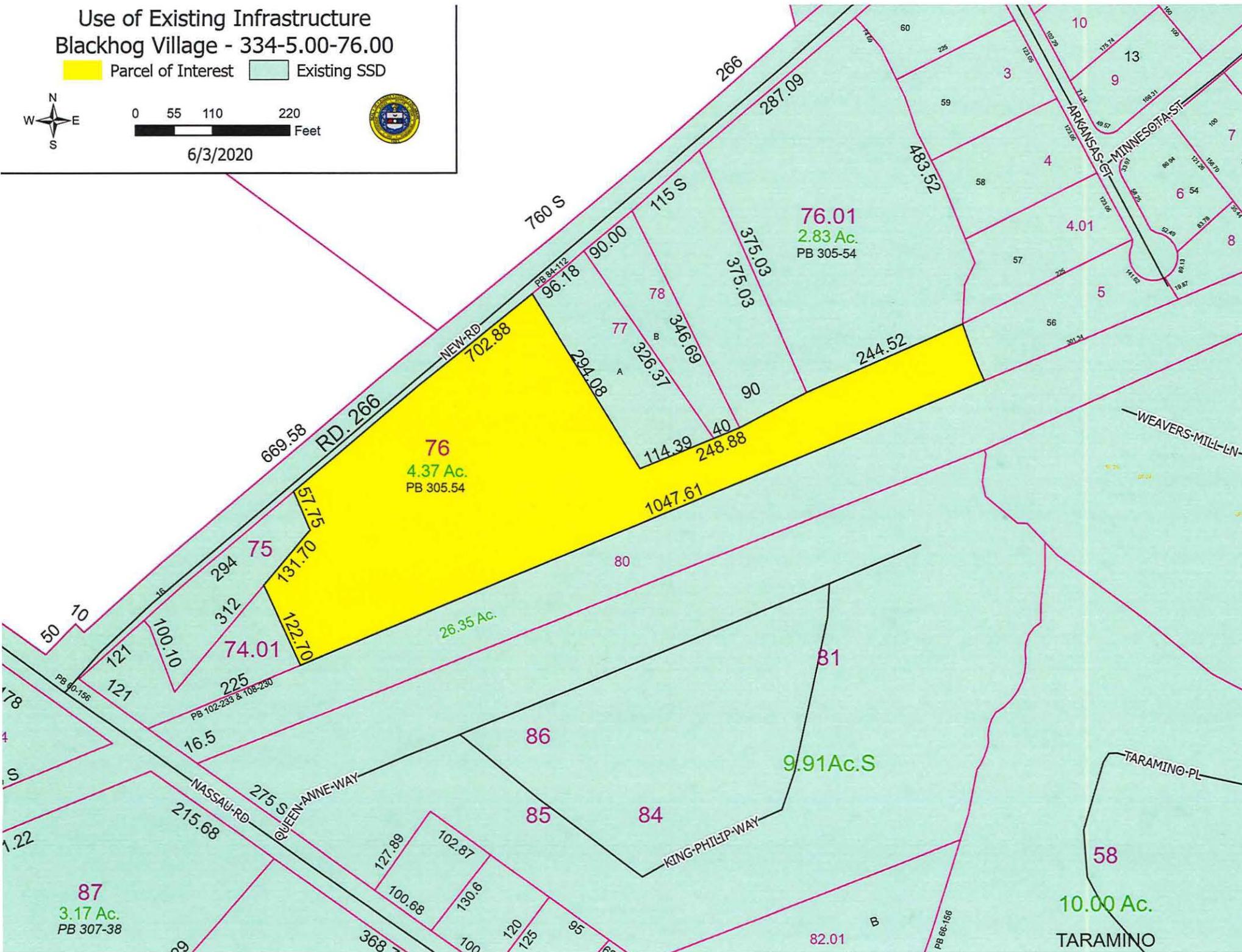
Parcel of Interest Existing SSD



0 55 110 220 Feet



6/3/2020



ENGINEERING DEPARTMENT

ADMINISTRATION (302) 855-7718
AIRPORT & INDUSTRIAL PARK (302) 855-7774
ENVIRONMENTAL SERVICES (302) 855-7730
PUBLIC WORKS (302) 855-7703
RECORDS MANAGEMENT (302) 854-5033
UTILITY ENGINEERING (302) 855-7717
UTILITY PERMITS (302) 855-7719
UTILITY PLANNING (302) 855-1299
FAX (302) 855-7799



Sussex County

DELAWARE
sussexcountyde.gov

HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

JOHN J. ASHMAN
DIRECTOR OF UTILITY PLANNING

Memorandum

TO: Sussex County Council
The Honorable Michael H. Vincent, President
The Honorable Irwin G. Burton III, Vice President
The Honorable Samuel R. Wilson, Jr.
The Honorable Douglas B. Hudson
The Honorable John L. Rieley

FROM: John J. Ashman 
Director of Utility Planning

RE: ***Existing Wastewater Infrastructure Use Agreement
Bishops Landing Phase 4
File: OM 9.01***

DATE: June 23, 2020

The Existing Wastewater Infrastructure Use Agreement is an arrangement that collects financial contributions based on development built out flows for available capacity in the existing wastewater transmission infrastructure previously funded by the County while at the same time eliminating the granting of "oversizing" credits.

The Engineering Department requests approval of an agreement for the use of existing wastewater infrastructure with **Dove Barrington Development, LLC** for the **Bishops Landing Phase 4** project in the Millville Area. Such an arrangement does not modify the underlying land use decision in any form. However, it allows the wastewater originating from the approved project to be conveyed through the existing transmission system previously constructed by the County.

Under the proposed arrangement, the **Bishops Landing Phase 4** project will connect to the existing County owned wastewater infrastructure. In return for utilization of said infrastructure **Dove Barrington Development, LLC** will contribute **\$43,146.00** for the financial catch-up contribution of the existing infrastructure to serve **85.00** Equivalent Dwelling Units. Payment will be required prior to beneficial acceptance of the on-site collection system. System Connection Charges in place at the time of building permit request will still apply.



EXISTING WASTEWATER INFRASTRUCTURE USE AGREEMENT
Bishops Landing (Phase 4) IUA 667-9

THIS AGREEMENT (“Agreement”), made this _____ day of _____ 2020, by and between:

SUSSEX COUNTY, a political subdivision of the State of Delaware, hereinafter called the “County,” and;

DOVE BARRINGTON DEVELOPMENT, LLC, a Delaware Limited Liability Company and developer of a project known as **Bishops Landing Phase 4**, hereinafter called the “Developer.”

WITNESSETH:

WHEREAS, Developer is developing a tract of land identified as Tax Map parcel 134-12.00-372,00, to be known as **Bishops Landing (Phase 4)** (“Project”) and;

WHEREAS, the Project has previously been annexed into the Sussex County Unified Sanitary Sewer District (**Millville Area**) and;

WHEREAS, the Project will utilize available capacity in existing wastewater infrastructure previously funded by Sussex County.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, which is hereby acknowledged by both parties as sufficient consideration, the parties hereby agree as follows:

- (1) Developer is proposing to utilize County’s existing collection and transmission capacity by connecting to existing regional infrastructure used by multiple pump stations.
- (2) In exchange for permission to connect up to **85.00** equivalent dwelling units to County’s existing system and to utilize the existing capacity in said system, Developer agrees to a financial catch-up contribution in the amount of **\$43,146.00** for said existing facilities.
- (3) The contribution amount in the case of multiple pump stations using an existing collection and transmission system is based on the ratio of average flow capacity utilization of said transmission facilities.
- (4) **Payment of the contribution is due prior to beneficial acceptance of the on-site collection system.**

- (5) If the Project (as currently approved) is amended and County determines in its sole discretion that such amendments materially affect this Agreement, this Agreement may be declared by County to be null and void, and any unused payments made pursuant to this Agreement shall be returned to Developer, unless the parties otherwise agree. Nothing herein shall prevent the parties from the negotiation of a new agreement with respect to the amended Project, as the parties may deem appropriate.
- (6) The contribution is to be placed in County's sewer capital fund and expended towards overall debt reduction or at such time when any transmission infrastructure in County's Unified Sanitary Sewer District requires capital improvements (See Chapter 110-96 of the Sussex County Code).
- (7) Developer shall be responsible for payment of any and all undiscounted system connection charges in accordance with and pursuant to the requirements of *Sussex County Code* for all lots, due at such time the Developer receives the sewer connection permit.
- (8) Developer shall comply in all aspects with the *Sussex County Code* and any other local, state, county, or federal laws, regulations, or policies that may be applicable and as such may be hereinafter amended.
- (9) Prior to the commencement of construction of any sanitary sewer facilities for the Project, Developer shall obtain a project construction permit from the County in accordance with and pursuant to the requirements of the *Sussex County Code*.
- (10) In order to allow the opportunity for a County representative to be present as the County so chooses, Developer shall send written notice to County of the date upon which connection to the County regional transmission system will be made. Developer shall follow County's written or verbal instructions in making said connection to the County sanitary sewer system.
- (11) Developer may assign this Agreement in whole or in part to any entity controlled directly or indirectly by Developer or to any third party who purchases, leases or otherwise controls any portion of Developer's property without the consent of County. Developer, and any subsequent assignees or successors shall provide County at least ten (10) days' written notice of any such assignment. Any other assignments, transfers, or conveyances with respect to this Agreement are prohibited without prior written consent of County.
- (12) To the extent permitted by law, Developer shall indemnify and hold harmless County, and its appointed and elected officials, employees, licensees, and agents for any claims, losses, liabilities, suits, or damages, including but not limited to reasonable attorneys' fees, professional engineering fees, and any other costs of litigation, arising out of Developer's negligence in connection with its performance

of this Agreement, including but not limited to damage to the County's infrastructure in making connection to County's regional transmission system. The obligations of this Paragraph shall survive the termination of this Agreement.

- (13) All the terms, covenants, and conditions of this Agreement shall in all respects be governed and construed under and pursuant to the Laws of the State of Delaware without respect to its conflict of law provisions. This Agreement may only be amended, supplemented or modified by a subsequent written agreement executed by all of the parties hereto.
- (14) This Agreement and exhibits constitute the final, entire and exclusive agreement between the parties with respect to the subject matter of all matters discussed in it and supersedes all prior or contemporaneous discussions, statements, representations, warranties or agreements, whether written or oral, made in connection with the Agreement described herein.
- (15) It is mutually agreed between the parties that no review, approval, acceptance, and/or payment made under this Agreement shall be conclusive evidence of the performance of the Agreement, either wholly or in part, and that no review, approval, acceptance, and/or payment shall be construed as acceptance of defective work by County, nor in any way relieve Developer of its responsibility for the adequacy of its work.
- (16) The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. Neither party shall be deemed to have waived any rights under this Agreement unless such waiver is expressly given in writing and signed by the waiving party. No delay or omission on the part of either party in exercising any right shall operate as a waiver of such right or any other right.
- (17) This Agreement shall be executed in duplicate, any copy of which shall be considered and construed as and for the original.
- (18) If any provision of this Agreement shall be deemed invalid or unenforceable for any reason whatsoever, then such invalidity or unenforceability shall not render invalid or unenforceable any of the other provisions of this Agreement which may be given effect without such invalid or unenforceable provision, and to this end, the provisions of this Agreement are hereby deemed to be severable.
- (19) Any notice required to be delivered to or by either party under this Agreement shall be sent by U.S. first class mail. For purposes of this provision, the address of the County is 2 The Circle, P.O. Box 589, Georgetown, Delaware, 19947, and the address of the Developer is **6085 Marshalee Drive, Suite 350 Elkridge MD 21075.**

IN WITNESS WHEREOF, the respective parties hereto have affixed their hands and seals the day and year aforesaid.

FOR THE COUNTY:

{Seal}

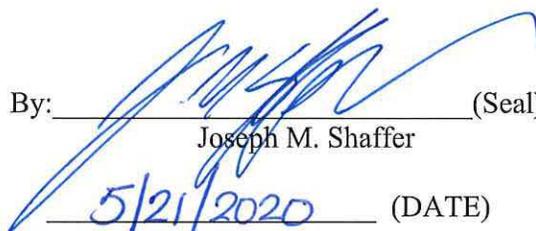
By: _____
(President - Sussex County Council)

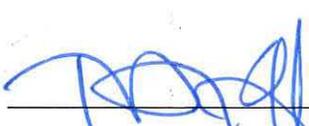
_____ (DATE)

ATTEST:

Robin A. Griffith
Clerk of the County Council

FOR DOVE BARRINGTON DEVELOPMENT, LLC

By:  _____ (Seal)
Joseph M. Shaffer
5/21/2020 _____ (DATE)

WITNESS:  _____

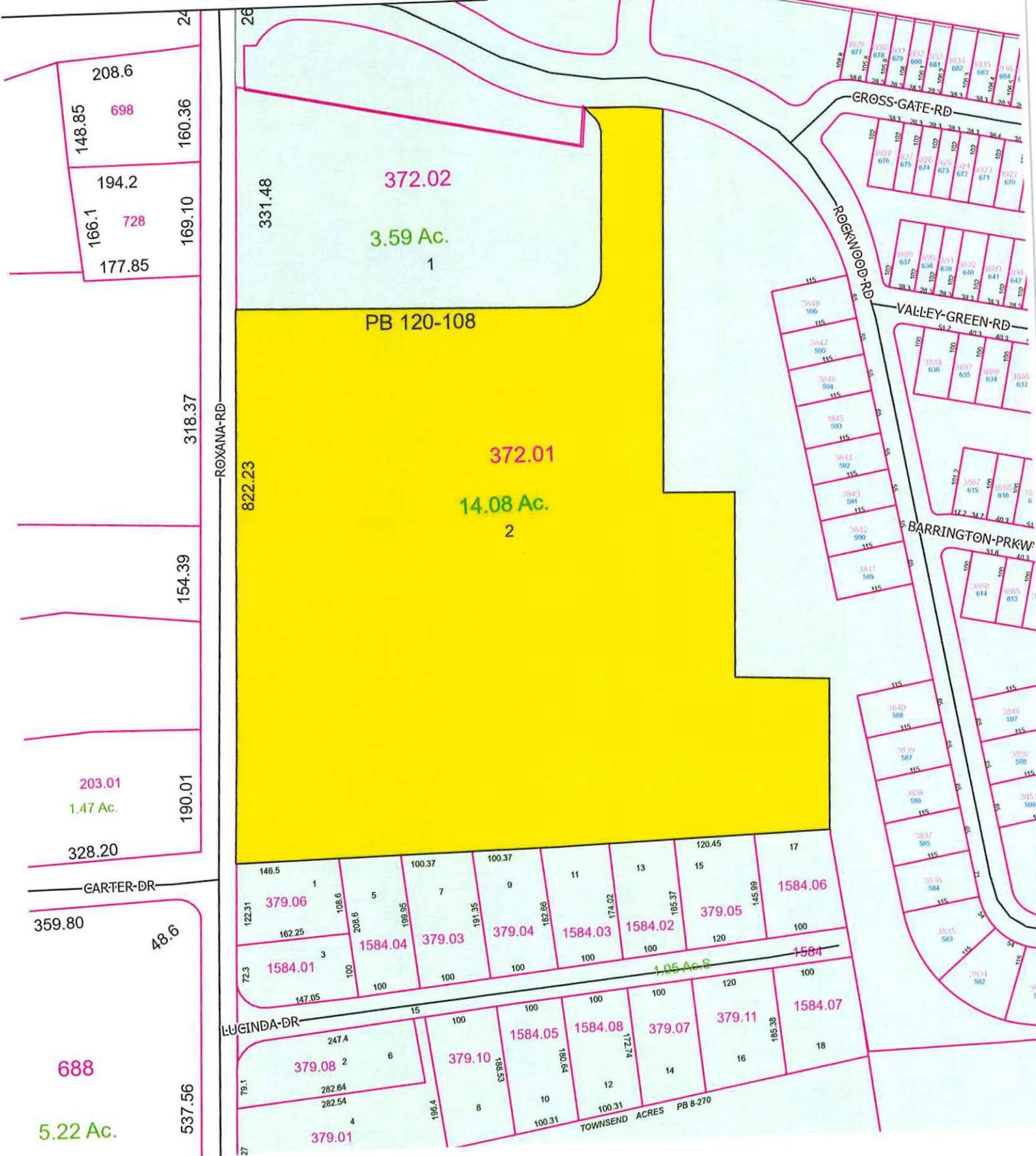
Use of Existing Infrastructure Bishop's Landing - Phase 4

Existing SSD Parcel of Interest



0 62.5 125 250 Feet

6/15/2020



TODD F. LAWSON
COUNTY ADMINISTRATOR
(302) 855-7742 T
(302) 855-7749 F
tlawson@sussexcountyde.gov



Sussex County
DELAWARE
sussexcountyde.gov

Memorandum

TO: Sussex County Council
The Honorable Michael H. Vincent, President
The Honorable Irwin G. Burton III, Vice President
The Honorable Douglas B. Hudson
The Honorable John L. Rieley
The Honorable Samuel R. Wilson Jr

FROM: Todd F. Lawson
County Administrator 

RE: **Sussex County – COVID-19 Reopening Plan**

DATE: June 19, 2020

As you are aware, Gov. John Carney announced the State of Delaware would begin the Phase 2 Reopening effective June 15, 2020. Sussex County continues to operate under the COVID-19 modifications with restrictions in place to limit public access to our facilities and minimize the risk of exposure to County staff.

This memo outlines the recommendations staff has developed for the reopening plan for County operations, scheduled to take place on Monday, June 29, 2020.

County Administrative Office Building – Public Access

On Monday, June 29, the County Administrative Office building (“Admin Building”) will reopen but the public will only have limited access to both the building and county staff as outlined below.

As the public enters the Admin building’s lobby, they will be required to go through the standard security screening by security staff. Security staff will verbally conduct a wellness check asking the person if they have any reason to believe they are sick with COVID-19. In addition, each person will have their temperature taken by a thermal camera. The process takes less than 5 seconds and does not require the public to be touched. Any person demonstrating a high temperature reading (100.4 degrees or higher) will be denied entry.

The document drop-off system instituted as the COVID-19 pandemic unfolded will remain in the lobby where the public is permitted to submit various applications for staff review and processing.



Public access beyond the lobby will be limited and only permitted for specific transactions, which include the following:

I. Building Permits and Plan Review

The building permit counter and county staff will be available to the public for walk-in service on the first floor. Staff will process no more than three (3) customers at one time in the counter area. Other customers waiting to be seen will be required to wait in a specific location in the lobby. No more than five (5) customers will be permitted to wait in the lobby. Once the lobby waiting area is full, customers will be turned away and called back into the building as other customers are processed. The last customer waiting in the lobby line will be allowed up to 3:00 PM daily.

All customers seeking a building permit at the counter will be limited to only three separate transactions. For example, one customer will be prohibited from seeking six (6) permits for six (6) decks at once. This prohibition is required to ensure every customer gets served promptly and to reduce the number of customers waiting in line.

Customers not willing to wait in line are still permitted to drop-off their applications in the lobby.

Customers who require additional service as a result of their permit review, including service in the Planning & Zoning office, Recorder of Deeds, Utility Permits (sewer/water), etc. will be allowed to visit the respective staff to ensure their permit is processed. Customers moving to other offices will be escorted by County staff.

II. Planning & Zoning

The Planning & Zoning office will be closed to walk-ins by the public. Access to the office will be by-appointment only and coordinated by calling (302) 855-7878. Members of the public will be required to show lobby security a copy of their emailed appointment and will be escorted to the P&Z office.

III. Recorder of Deeds

The Recorder of Deeds office will remain closed to the public and walk-ins. Customers having had business with other departments who need service from Recorder of Deeds to finish their transaction will be assisted during their visit.

IV. Engineering Utility Permits (sewer/water)

The Engineering Utility Permits (sewer/water) office will be closed to the public and walk-ins. Access to the office will be by appointment only and coordinated by calling (302) 855-7719. Members of the public will be required to show lobby security a copy of their emailed appointment and will be escorted to the Engineering Utility Permits office.

V. Marriage Bureau

The Marriage Bureau will be closed to walk-ins by the public. Access to the office will be by appointment only and coordinated by calling (302) 853-1717. Members of the public will be required to show lobby security a copy of their emailed appointment and will be escorted to the Marriage office.

VI. Payments – Treasury/Collections/State 65

Customers seeking to make payments in person will be permitted in the Admin building. They will be directed to a new payment window that has been constructed in the lobby area.

Staff will process one customer at a time. Other customers waiting to be seen will be required to wait in a specific location in the lobby. No more than three (3) customers will be permitted to wait in the lobby. Once the lobby waiting area is full, customers will be turned away and called back into the building as other customers are processed.

Customers with questions about their ‘State 65 tax credit’ are encouraged to call (302) 855-7871. If an appointment is needed, it can be scheduled during the call.

Customers seeking to meet with Collections staff will be permitted in the Admin Building and escorted to the Collections office. Appointments can be scheduled by calling (302) 855-7871.

County Council Chambers and Public Hearings

After Monday, June 29, the County Council chambers will be open to the public during public meetings of the Board of Adjustment, County Council, and Planning & Zoning Commission.

The first meeting post-reopening is the Council’s meeting of Tuesday, June 30.

Several steps are required to begin hosting public meetings again.

As the public enters the Admin building’s lobby, they will be required to go through the standard security screening, wellness check, and temperature reading. Any person with a high temperature (100.4 degrees or higher) will not be permitted entry.

Seating for the public in the Council chambers will be limited. Visual cues in the form of a yellow sticker are on the chambers’ benches requiring the public to sit in specific seats (*see illustration at right*).



If the chambers reaches seating capacity, the public will be required to view the meeting broadcast in the lobby.

Public Hearings

Additional requirements are needed to hold public hearings.

First, per the recommended guidance, members of the public are encouraged to stay home and participate in meetings remotely. Per the Governor's State of Emergency Declaration, the County will provide a teleconference line so the public may call in and testify during the public comments stage of a public hearing.

Second, for any applicant with a pending hearing, staff will contact the applicant to determine if they are comfortable participating in the hearing, in-person, in Council chambers. Those applicants who confirm they are willing to proceed in-person will have their hearings scheduled.

Due to the limited seating in the chambers, the public will be permitted to attend only the hearing they are there to participate in and leave the chambers at the conclusion of said hearing. This will ensure every member of the public has access to the chambers during their hearing of interest.

Finally, no land use applications that appear to be controversial or have the potential of drawing large crowds in the chambers are being scheduled at this time. It would be impractical, irresponsible, and frankly nearly impossible to attempt to host a public hearing that could result in "standing room only" in the chambers and Admin building lobby. Further discussion is needed as to how the County will process those applications that will result in large crowds.

Additional County Facilities

The County facilities outside the County Admin building remain closed with limited public access.

The West Complex is closed and only staff are permitted entry.

The Register of Wills is closed to walk-ins and the public may schedule an appointment by contacting (302) 855-7875.

The County libraries remain closed to the public. The curbside service for books and materials is in place and operating smoothly. Additional information can be found at www.sussexlibraries.org.

#

TODD F. LAWSON
COUNTY ADMINISTRATOR
(302) 855-7742 T
(302) 855-7749 F
tlawson@sussexcountyde.gov



Sussex County
DELAWARE
sussexcountyde.gov

COUNTY ADMINISTRATOR'S REPORT

JUNE 23, 2020

1. Delaware State Police Activity Report

The Delaware State Police year-to-date activity report for May 2020 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 197 troopers assigned to Sussex County for the month of May.

2. Projects Receiving Substantial Completion

Per the attached Engineering Department Fact Sheets, the following projects have received Substantial Completion: Admirals Chase, effective June 8th, The Estuary - Phase 1D - 3B (Construction Record), effective June 8th and Covered Bridge Trails - Phase 2 effective June 11th.

3. Remembering Sussex County Paramedic Stephanie Callaway

June 17, 2020, marked the 12th anniversary of the death of Sussex County Paramedic Stephanie Callaway. Stephanie was riding in an ambulance en route to the hospital and caring for a patient when the ambulance crashed, killing both Stephanie and her patient. During her career with Sussex County, Stephanie rose to the rank of Paramedic II and served as a Field Training Officer, Public Information Officer, and member of the Honor Guard. She was also President of the Sussex County Paramedic Association and an active member of the Lewes Fire Department. Her death was tragic but did bring about safety improvements in ambulance design in the ongoing pursuit of reducing the number of devastating accidents like the one that claimed Stephanie and the patient she was caring for. Our thoughts continue to be with Stephanie's family on her very unfortunate passing.

Todd F. Lawson
County Administrator



Delaware State Police

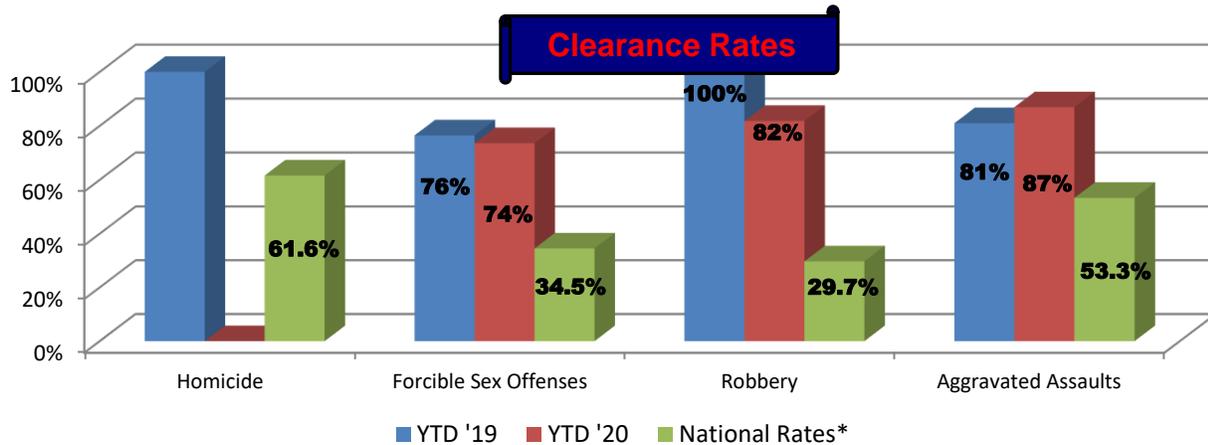
Sussex County



Reporting Month: **May 2020**

Violent Crimes

	Offenses			Clearances		
	YTD '19	YTD '20	% Change	YTD '19	YTD '20	% Change
Homicide	1	1	N/A	1	0	N/A
Forcible Sex Offenses	51	53	4%	39	39	0%
Robbery	4	11	175%	4	9	125%
Aggravated Assaults	163	168	3%	132	146	11%



* National Rates for 2018 - most recent available.



Robberies - 2020**

Weapon Used

Gun	5
Knife	1
Strongarm	4
All Other	1
Total Robberies	11

** Robberies through month of report. All incidents may not be distinguishable on map due to location overlap.

Delaware State Police

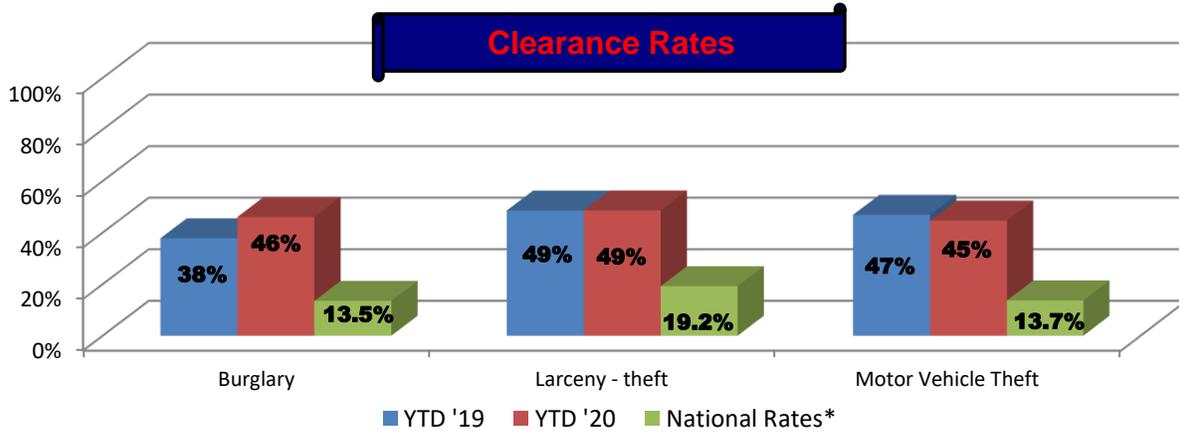
Sussex County



Reporting Month: **May 2020**

Property Crimes

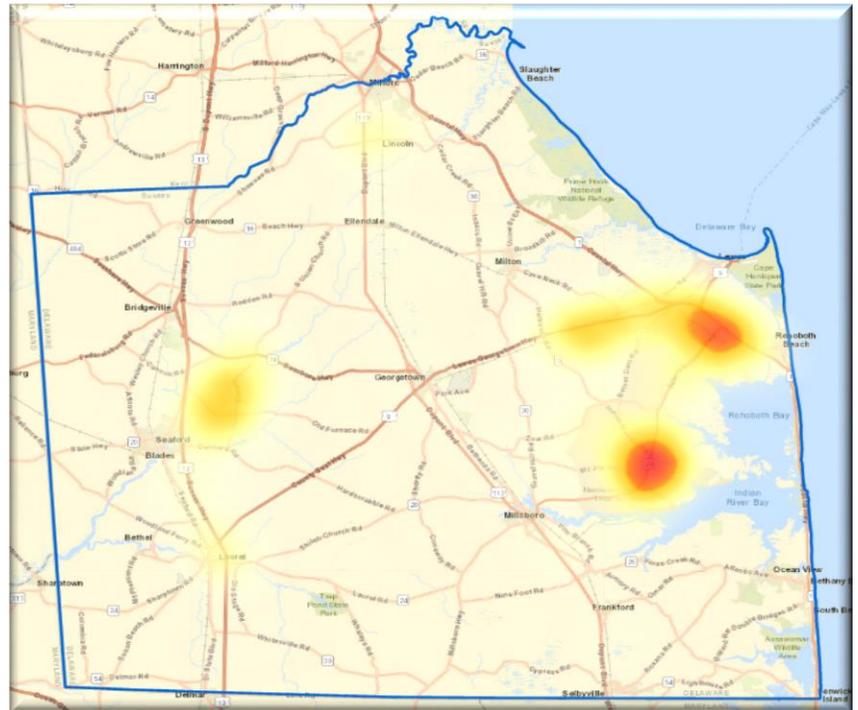
	Offenses			Clearances		
	YTD '19	YTD '20	% Change	YTD '19	YTD '20	% Change
Burglary	217	165	-24%	82	76	-7%
Larceny - theft	923	891	-3%	448	433	-3%
Motor Vehicle Theft	32	56	75%	15	25	67%



* National Rates for 2018 - most recent available.

Drug Arrest Hot Spots 2020

Drug Law Violations Resulting in Arrests: **781**



Drug Arrests through month of report.

Delaware State Police

Sussex County



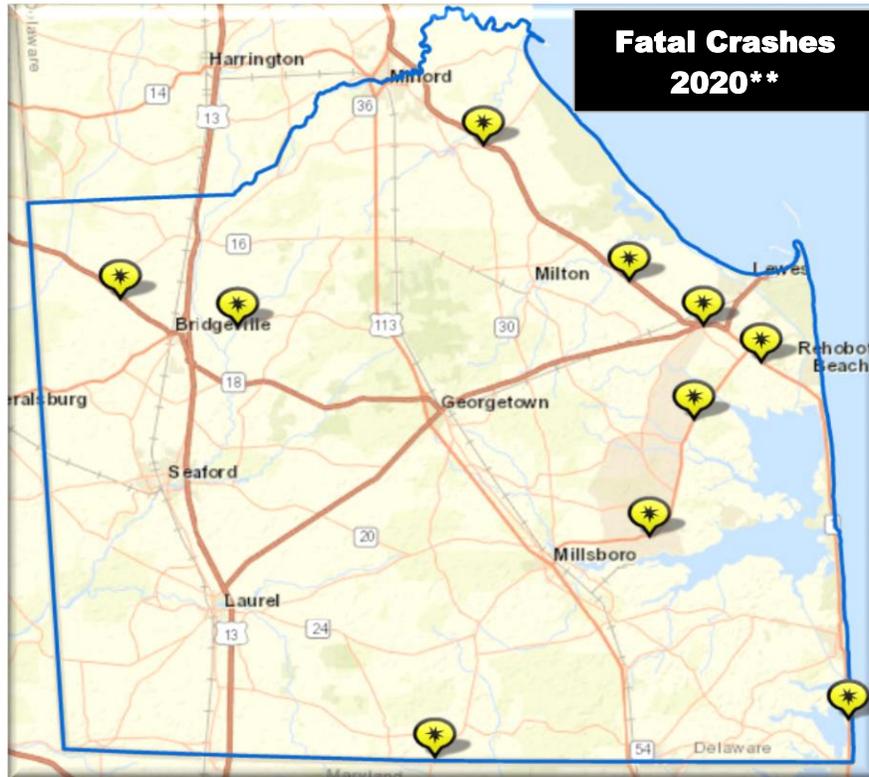
Reporting Month: **May 2020**

Traffic Arrests

	YTD '19	YTD '20	% Change
Total Traffic Arrests (Charges)	19,336	12,533	-35%
# of Persons Arrested			
for Traffic Violations	12,771	7,780	-39%
DUI Arrests	472	443	-6%

Crashes Investigated

	YTD '19	YTD '20	% Change
Fatal Crashes	9	11	N/A
Personal Injury Crashes	311	285	-8%
Property Damage Only Crashes	1582	1186	-25%
Private Property / Minor Damage Crashes	310	246	-21%
Total Crashes	2,212	1,728	-22%



**** Fatal crashes as of reporting month**
All incidents may not be distinguishable on map due to location overlap.

Personnel

2019	2020
197	197

ENGINEERING DEPARTMENT

ADMINISTRATION (302) 855-7718
AIRPORT & INDUSTRIAL PARK (302) 855-7774
ENVIRONMENTAL SERVICES (302) 855-7730
PUBLIC WORKS (302) 855-7703
RECORDS MANAGEMENT (302) 854-5033
UTILITY ENGINEERING (302) 855-7717
UTILITY PERMITS (302) 855-7719
UTILITY PLANNING (302) 855-1299
FAX (302) 855-7799



Sussex County

DELAWARE
sussexcountyde.gov

HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

BRAD HAWKES
DIRECTOR OF UTILITY ENGINEERING

MEMORANDUM

To: Todd Lawson
Sussex County Administrator

From: Keith Bryan *KAB*
Assistant Director
Utility Engineering

REF: **ADMIRALS CHASE
WEST REHOBOTH EXPANSION OF THE DEWEY BEACH
SANITARY SEWER DISTRICT
SUSSEX COUNTY TAX MAP NUMBER
335-8.00-44.00
CLASS-1
AGREEMENT NO. 1093**

Date: June 08, 2020

The above referenced project has received Substantial Completion effective, June 08, 2020. Attached for your use is a fact sheet for the project. Please include this information in your Administrator's Report to the Sussex County Council.

KB:sdt

Attachment

xc: Mr. Hans Medlarz, P. E.
Mr. Brad Hawkes



ENGINEERING DEPARTMENT

ADMINISTRATION	(302) 855-7718
AIRPORT & INDUSTRIAL PARK	(302) 855-7774
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HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

BRAD HAWKES
DIRECTOR OF UTILITY ENGINEERING

June 09, 2020

FACT SHEET

SUSSEX COUNTY PROJECT 81-04
ADMIRALS CHASE
AGREEMENT NO. 1093

DEVELOPER:

Ron Wilkens
The Evergreene Companies
701 Bethany Loop, Suite 2
Bethany Beach, DE 19930

LOCATION:

E/gills neck road, N/breakwater trail

SANITARY SEWER DISTRICT:

West Rehoboth Expansion of the Dewey Beach Sanitary Sewer District

TYPE AND SIZE DEVELOPMENT:

24 Multi Family duplexes.

SYSTEM CONNECTION CHARGES:

\$152,640.00

SANITARY SEWER APPROVAL:

Sussex County Engineering Department Plan Approval
07/22/19

Department of Natural Resources Plan Approval
06/27/19

SANITARY SEWER CONSTRUCTION DATA:

Construction Days – 25
Construction Admin and Construction Inspection Cost – \$18,233.86
Proposed Construction Cost – \$121,559.04



ENGINEERING DEPARTMENT

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Sussex County

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HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

BRAD HAWKES
DIRECTOR OF UTILITY ENGINEERING

MEMORANDUM

To: Jen Brasure
Accountant III

From: Keith Bryan *KAB*
Assistant Director
Utility Engineering

REF: **ADMIRALS CHASE
WEST REHOBOTH EXPANSION OF THE DEWEY BEACH
SANITARY SEWER DISTRICT
SUSSEX COUNTY TAX MAP NUMBER
335-8.00-44.00
CLASS-1
AGREEMENT NO. 1093**

Date: June 08, 2020

Please be advised, the above referenced project has been installed and is being presented in the Sussex County's Administrator's Report on Tuesday for Substantial Completion. Please take the steps necessary to provide insurance coverage for the following:

Gravity piping of 605 lineal feet at a cost of \$121,559.04.

Pumping Station at a cost of \$0.00.

Force Main of 0 lineal feet at a cost of \$0.00.

Should you have any questions, please do not hesitate to contact me.

KB:set

xc: Mr. Todd F. Lawson
Mr. Hans Medlarz, P. E.
Mrs. Jayne Dickerson



ENGINEERING DEPARTMENT

ADMINISTRATION (302) 855-7718
AIRPORT & INDUSTRIAL PARK (302) 855-7774
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Sussex County

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HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

BRAD HAWKES
DIRECTOR OF UTILITY ENGINEERING

MEMORANDUM

To: Todd Lawson
Sussex County Administrator

From: Keith Bryan *KAB*
Assistant Director
Utility Engineering

REF: **THE ESTUARY - PHASE 1D-3B (CONSTRUCTION RECORD)
MILLER CREEK SANITARY SEWER DISTRICT
SUSSEX COUNTY TAX MAP NUMBER
134-19-31
CLASS-1
AGREEMENT NO. 638 - 25**

Date: June 08, 2020

The above referenced project has received Substantial Completion effective, June 08, 2020. Attached for your use is a fact sheet for the project. Please include this information in your Administrator's Report to the Sussex County Council.

KB:sdt

Attachment

xc: Mr. Hans Medlarz, P. E.
Mr. Brad Hawkes



ENGINEERING DEPARTMENT

ADMINISTRATION	(302) 855-7718
AIRPORT & INDUSTRIAL PARK	(302) 855-7774
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FAX	(302) 855-7799

June 08, 2020



Sussex County

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HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

BRAD HAWKES
DIRECTOR OF UTILITY ENGINEERING

FACT SHEET

SUSSEX COUNTY PROJECT 81-04
THE ESTUARY - PHASE 1D-3B (CONSTRUCTION RECORD)
AGREEMENT NO. 638 - 25

DEVELOPER:

Mr. Steve Brodbeck
Estuary Development, LLC
8965 Guilford Road, Suite 200
Columbia, MD 20146

LOCATION:

Southeast of Double Bridges Rd. and intersected
by Camp Barnes Rd.

SANITARY SEWER DISTRICT:

Miller Creek Sanitary Sewer District

TYPE AND SIZE DEVELOPMENT:

Residential Community consisting of 10 single
family homes in this phase.

SYSTEM CONNECTION CHARGES:

\$63,600.00

SANITARY SEWER APPROVAL:

Sussex County Engineering Department Plan Approval
11/06/15

Department of Natural Resources Plan Approval
11/24/15

SANITARY SEWER CONSTRUCTION DATA:

Construction Days – 20
Construction Admin and Construction Inspection Cost – \$9,775.02
Proposed Construction Cost – \$65,166.82



ENGINEERING DEPARTMENT

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Sussex County

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HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

BRAD HAWKES
DIRECTOR OF UTILITY ENGINEERING

MEMORANDUM

To: Jen Brasure
Accountant III

From: Keith Bryan *KAB*
Assistant Director
Utility Engineering

REF: **THE ESTUARY - PHASE 1D-3B (CONSTRUCTION RECORD)
MILLER CREEK SANITARY SEWER DISTRICT
SUSSEX COUNTY TAX MAP NUMBER
134-19-31
CLASS-1
AGREEMENT NO. 638 - 25**

Date: June 08, 2020

Please be advised, the above referenced project has been installed and is being presented in the Sussex County's Administrator's Report on Tuesday for Substantial Completion. Please take the steps necessary to provide insurance coverage for the following:

Gravity piping of 691 lineal feet at a cost of \$65,166.82.

Pumping Station at a cost of \$0.00.

Force Main of 0 lineal feet at a cost of \$0.00.

Should you have any questions, please do not hesitate to contact me.

KB:set

xc: Mr. Todd F. Lawson
Mr. Hans Medlarz, P. E.
Mrs. Jayne Dickerson



ENGINEERING DEPARTMENT

ADMINISTRATION	(302) 855-7718
AIRPORT & INDUSTRIAL PARK	(302) 855-7774
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Sussex County

DELAWARE
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HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

BRAD HAWKES
DIRECTOR OF UTILITY ENGINEERING

MEMORANDUM

To: Todd Lawson
Sussex County Administrator

From: Keith Bryan *KAB*
Assistant Director
Utility Engineering

REF: **COVERED BRIDGE TRAILS - PHASE 2
WEST REHOBOTH EXPANSION OF THE DEWEY BEACH
SANITARY SEWER DISTRICT
SUSSEX COUNTY TAX MAP NUMBER
335-11.00-55.00
CLASS-1
AGREEMENT NO. 1031 - 3**

Date: June 11, 2020

The above referenced project has received Substantial Completion effective, June 11, 2020. Attached for your use is a fact sheet for the project. Please include this information in your Administrator's Report to the Sussex County Council.

KB:sdt

Attachment

xc: Mr. Hans Medlarz, P. E.
Mr. Brad Hawkes



ENGINEERING DEPARTMENT

ADMINISTRATION	(302) 855-7718
AIRPORT & INDUSTRIAL PARK	(302) 855-7774
ENVIRONMENTAL SERVICES	(302) 855-7730
PUBLIC WORKS	(302) 855-7703
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Sussex County

DELAWARE
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HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

BRAD HAWKES
DIRECTOR OF UTILITY ENGINEERING

June 11, 2020

FACT SHEET

SUSSEX COUNTY PROJECT 81-04
COVERED BRIDGE TRAILS - PHASE 2
AGREEMENT NO. 1031 - 3

DEVELOPER:

Mr. Preston Schell
Ocean Atlantic Communities, LLC
20184 Phillip Street
Rehoboth, DE 19971

LOCATION:

N/Rt1 (Coastal Hwy), N/of Tulip Drive within Dutch
Acres & SE of Railroad near Nassau.

SANITARY SEWER DISTRICT:

West Rehoboth Expansion of the Dewey Beach Sanitary Sewer District

TYPE AND SIZE DEVELOPMENT:

Combination of Single-Family Lots, Duplexes and
Townhouses, 46 Townhouses in this phase.

SYSTEM CONNECTION CHARGES:

\$292,560.00

SANITARY SEWER APPROVAL:

Sussex County Engineering Department Plan Approval
08/18/17

Department of Natural Resources Plan Approval
06/21/18

SANITARY SEWER CONSTRUCTION DATA:

Construction Days – 60
Construction Admin and Construction Inspection Cost – \$11,498.25
Proposed Construction Cost – \$76,655.00



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

ENGINEERING DEPARTMENT

ADMINISTRATION (302) 855-7718
AIRPORT & INDUSTRIAL PARK (302) 855-7774
ENVIRONMENTAL SERVICES (302) 855-7730
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Sussex County

DELAWARE

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HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

BRAD HAWKES
DIRECTOR OF UTILITY ENGINEERING

MEMORANDUM

To: Jen Brasure
Accountant III

From: Keith Bryan *KAB*
Assistant Director
Utility Engineering

REF: **COVERED BRIDGE TRAILS - PHASE 2
WEST REHOBOTH EXPANSION OF THE DEWEY BEACH
SANITARY SEWER DISTRICT
SUSSEX COUNTY TAX MAP NUMBER
335-11.00-55.00
CLASS-1
AGREEMENT NO. 1031 - 3**

Date: June 11, 2020

Please be advised, the above referenced project has been installed and is being presented in the Sussex County's Administrator's Report on Tuesday for Substantial Completion. Please take the steps necessary to provide insurance coverage for the following:

Gravity piping of 1200 lineal feet at a cost of \$76,655.00.

Pumping Station wr350 at a cost of \$0.00.

Force Main of 0 lineal feet at a cost of \$0.00.

Should you have any questions, please do not hesitate to contact me.

KB:set

xc: Mr. Todd F. Lawson
Mr. Hans Medlarz, P. E.
Mrs. Jayne Dickerson



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

NOTICE OF PUBLIC HEARING

ASSESSMENT ROLLS FOR SUSSEX COUNTY DEWEY BEACH WATER DISTRICT AND THE UNIFIED SANITARY SEWER DISTRICT

The Dewey Beach Water District and the Unified Sanitary Sewer District assessment rolls for the period from July 1, 2020 through June 30, 2021 have been completed and filed in the Sussex County Billing Division located at the County Administrative Offices, 2 The Circle, Georgetown, Delaware. The assessment rolls may be reviewed in the Sussex County Billing Division between the hours of 8:30 a.m. and 4:30 p.m., local time, Mondays through Fridays, except on legal holidays recognized by the Sussex County Council.

The Sussex County Council will meet and hold a public hearing at 10:15 a.m., local time, on Tuesday, June 23, 2020, in Council Chambers, County Administrative Offices, 2 The Circle, Georgetown, Delaware to hear and consider any objections that may be made to the assessment rolls.

The proposed annual service charges used in preparing the assessment rolls are presented below.

SUSSEX COUNTY, DELAWARE	
SUMMARY OF ANNUAL SERVICE CHARGES JULY 1, 2020 – JUNE 30, 2021	
<u>District</u>	Annual Service Charge \$/EDU
DEWEY BEACH WATER	327.00
UNIFIED SEWER	292.00

The proposed annual assessment charges used in preparing the assessment rolls are presented below.

SUSSEX COUNTY, DELAWARE			
SUMMARY OF ANNUAL ASSESSMENT CHARGES JULY 1, 2020 – JUNE 30, 2021			
<u>Area</u>	Annual Assessment Charge		
	<u>Distribution Or Collection \$/foot</u>	<u>Transmission And/or Treatment \$/foot</u>	<u>Total \$/foot</u>
OCEAN WAY ESTATES I & II	2.29	.00	2.29
CEDAR NECK EXPANSION	2.61	.78	3.39
NORTH MILLVILLE EXPANSION	3.92	.58	4.50
FENWICK ISLAND SEWER	.28	.04	.32
FENWICK ISLAND ROUTE 54 AREA	1.04	6.02	7.06
THE GREENS AT INDIAN RIVER SUBDISTRICT ²	5.23	-	5.23
DAGSBORO-FRANKFORD SEWER	.38	.22	.60
PRINCE GEORGE'S ACRES SUBDISTRICT ³	4.63	.22	4.85
WEST REHOBOTH SEWER EXPANSION	1.48	.84	2.32
MILLER CREEK SEWER	6.07	.57	6.64
ELLEDALE SEWER	.96	.92	1.88
NEW MARKET VILLAGE SUBDISTRICT ¹	3.97	.92	4.89
OAK ORCHARD SEWER	2.16	2.19	4.35
EXPANSION NO. 1 & CAPTAINS GRANT EXP.	2.61	1.58	4.19
BAY VIEW ESTATES SEWER	4.10	2.67	6.77
SEA COUNTRY ESTATES SEWER	4.79	.04	4.83

SOUTH OCEAN VIEW SEWER	4.88	.59	5.47
ANGOLA NECK SEWER	3.45	3.13	6.58
ANGOLA NORTH SEWER	.95	8.05	9.00
GOLF VILLAGE SEWER	1.47	0.00	1.47
WOODLANDS OF MILLSBORO	0.00	.42	.42
JOHNSON'S CORNER	2.60	1.95	4.55
BLADES – CONCORD ROAD AREA SEWER	4.24	0.00	4.24
			Total per \$/EDU
DEWEY BEACH AND HENLOPEN ACRES			317.52
CHAPEL BRANCH			680.00
WESTERN SUSSEX			303.00
Notes:			
1. Part of the Ellendale Sanitary Sewer Area.			
2. Part of the Holts Landing Sanitary Sewer Area.			
3. Part of the Dagsboro-Frankford Sanitary Sewer Area.			
“foot” means assessable footage			
“EDU” means equivalent dwelling unit			

The Sussex County Council will also consider the proposed system connection charges for the period from July 1, 2020 through June 30, 2021 for the Dewey Beach Water District; Unified Sanitary Sewer District; and the sub areas of the Unified Sanitary Sewer District known as Golf Village Sewer and the Woodlands of Millsboro Sewer.

The System Connection Charge shall be in addition to all other charges and assessments made in connection with the furnishing of water or sewer service and shall be billed and payable in a manner determined by the County. The proposed system connection charges are presented below.

SUSSEX COUNTY, DELAWARE			
SUMMARY OF SYSTEM CONNECTION CHARGES			
JULY 1, 2020– JUNE 30, 2021			
District	Connection Charge		Total System Connection Charge \$/EDU
	Transmission \$/EDU	Treatment \$/EDU	
DEWEY BEACH WATER	1,155	0	1,155
UNIFIED SANITARY SEWER	2,480	3,880	6,360
UNIFIED - GOLF VILLAGE ¹	-	-	-
UNIFIED - WOODLANDS OF MILLSBORO ²	-	-	-
Notes:			
1. Amount equal to the Town of Georgetown’s Impact Fee.			
2. Amount equal to the Town of Millsboro’s Impact Fee.			

The Sussex County Council will also consider the one-time septic installation charge for the period from July 1, 2020 through June 30, 2021 for the Unified Sanitary Sewer District. The proposed one-time septic installation fee is presented below.

SUSSEX COUNTY, DELAWARE	
ONE-TIME SEPTIC INSTALLATION FEE	
JULY 1, 2020 – JUNE 30, 2021	
District	One-time Septic Installation Fee \$/EDU
Unified Sanitary Sewer	2,889
Notes: (1) “EDU” means “Equivalent Dwelling Unit.”	

After holding the public hearing, the Sussex County Council will establish, at one of its regularly scheduled meetings, the assessment rolls to be known respectively as the “Dewey Beach Water District Assessment” and “Unified Sanitary Sewer District Assessment.” Unless otherwise posted in the Office of the Clerk of the Sussex County Council, the Sussex County Council meets regularly

every Tuesday at the posted time, in the County Administrative Offices, 2 The Circle, Georgetown, Delaware. After holding the public hearing, the Sussex County Council may change or amend the assessment rolls as it deems necessary or just and may confirm and adopt the assessment rolls as originally proposed, or as amended, or changed.

ORDINANCE NO. _____

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

THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. The annual service charge and annual assessment rate for distribution and transmission and/or treatment for the Dewey Beach Water District are established as follows:

- A. For an annual service charge: \$327.00 per EDU;

Section 2. The annual service charge, annual assessment rate for distribution and transmission and/or treatment, and connection charge for the Unified Sanitary Sewer District is established as follows:

- A. For an annual service charge: \$292.00 per EDU;
- B. For distribution, an assessment rate per billable front foot: see below; and
- C. For transmission and/or treatment, an assessment rate per billable front foot: see below; and
- D. An assessment rate per equivalent dwelling unit: see below.

<u>Area</u>	<u>Annual Assessment Charge</u>		
	<u>Distribution Or Collection \$/foot</u>	<u>Transmission And/or Treatment \$/foot</u>	<u>Total \$/foot</u>
OCEAN WAY ESTATES I & II	2.29	.00	2.29
CEDAR NECK EXPANSION	2.61	.78	3.39
NORTH MILLVILLE EXPANSION	3.92	.58	4.50
FENWICK ISLAND SEWER	.28	.04	.32
FENWICK ISLAND ROUTE 54 AREA	1.04	6.02	7.06
THE GREENS AT INDIAN RIVER SUBDISTRICT ²	5.23	-	5.23
DAGSBORO-FRANKFORD SEWER	.38	.22	.60
PRINCE GEORGE'S ACRES SUBDISTRICT ³	4.63	.22	4.85
WEST REHOBOTH SEWER EXPANSION	1.48	.84	2.32
MILLER CREEK SEWER	6.07	.57	6.64
ELLENDALE SEWER	.96	.92	1.88
NEW MARKET VILLAGE SUBDISTRICT ¹	3.97	.92	4.89
OAK ORCHARD SEWER	2.16	2.19	4.35
EXPANSION NO. 1 & CAPTAINS GRANT EXP.	2.61	1.58	4.19
BAY VIEW ESTATES SEWER	4.10	2.67	6.77
SEA COUNTRY ESTATES SEWER	4.79	.04	4.83
SOUTH OCEAN VIEW SEWER	4.88	.59	5.47
ANGOLA NECK SEWER	3.45	3.13	6.58
ANGOLA NORTH SEWER	.95	8.05	9.00
GOLF VILLAGE SEWER	1.47	0.00	1.47
WOODLANDS OF MILLSBORO	0.00	.42	.42

<u>Area</u>	Annual Assessment Charge - Continued		
	<u>Distribution Or Collection</u> \$/foot	<u>Transmission And/or Treatment</u> \$/foot	<u>Total</u> \$/foot
JOHNSON'S CORNER	2.60	1.95	4.55
BLADES – CONCORD ROAD AREA SEWER	4.24	0.00	4.24
			<u>Total per</u> \$/EDU
DEWEY BEACH AND HENLOPEN ACRES			317.52
CHAPEL BRANCH			680.00
WESTERN SUSSEX			303.00
<u>Notes:</u> 1. Part of the Ellendale Sanitary Sewer Area. 2. Part of the Holts Landing Sanitary Sewer Area. 3. Part of the Dagsboro-Frankford Sanitary Sewer Area. “foot” means assessable footage “EDU” means equivalent dwelling unit			

- E. Assessable footage, used for the Annual Assessment Charge, shall be limited to 100 feet for residential, non-delinquent customers.
- F. For a connection charge per equivalent dwelling unit, see below:

District	Connection Charge		Total System Connection Charge \$/EDU
	Transmission \$/EDU	Treatment \$/EDU	
DEWEY BEACH WATER	1,155	0	1,155
UNIFIED SEWER	2,480	3,880	6,360
GOLF VILLAGE SEWER ¹	-	-	-
WOODLANDS OF MILLSBORO ²	-	-	-
<u>Notes:</u> 1. Amount equal to the Town of Georgetown's Impact Fee. 2. Amount equal to the Town of Millsboro's Impact Fee.			

Section 3. The annual rate for the one-time septic installation charge for the Holts Landing area is as follows:

- A. For a one-time septic installation charge, per equivalent dwelling unit:
\$2,889.00.

Section 4. Revenues from annual assessment rates can be expended for bond debt service payments pertaining to a respective sewerage or water system, for maintaining or improving the sewerage or water system, and for paying the necessary general expenses of the sanitary sewer or water district.

Section 5. The annual service charge, annual assessment rate for collection and transmission and/or treatment, septic installation charge, and connection charge shall become effective July 1, 2020.

Section 6. The annual service charge, annual assessment rate for collection and transmission and/or treatment, and connection charge for the Unified Sanitary Sewer Districts identified in this ordinance may be amended from time to time at a public hearing duly noticed.

ORDINANCE NO.

AN ORDINANCE ESTABLISHING ANNUAL OPERATING BUDGET FOR
FISCAL YEAR 2021

THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. The Statement of Anticipated General Fund Revenues for the Fiscal Year Ending June 30, 2021 is as follows:

	<u>Amount Year</u> <u>Ending</u> <u>June 30, 2021</u>
<u>Revenues:</u>	
<u>Taxes</u>	
Real Property - County	\$ 14,880,000
Real Property - Library	1,744,600
Realty Transfer	22,500,000
Fire Service	1,500,000
Lodging Tax	1,000,000
Penalties and Interest	62,396
<u>Intergovernmental</u>	
Federal Grants	
Emergency Operations	200,000
Housing and Urban Development	2,045,000
Payments in Lieu of Taxes	5,800
State Grants	
Paramedic	5,100,000
Local Emergency Planning Commission	70,000
Library	330,000
<u>Charges for Services</u>	
Constitutional Office Fees	
Marriage Bureau	170,000
Recorder of Deeds	3,466,000
Recorder of Deeds - Maintenance	41,000
Recorder of Deeds - Town Realty Transfer Tax	70,000
Register of Wills	1,200,000
Sheriff	1,800,000

	<u>Amount Year</u> <u>Ending</u> <u>June 30, 2021</u>
General Government Fees	
Building Permits & Zoning Fees	2,000,000
9-1-1 System Fee	559,630
Manufactured Home Placement Fee	130,000
Building Inspection Fees	1,640,000
Airport Operations/Economic Development	623,000
Miscellaneous Fees	61,000
Private Road Review & Inspection Fees	1,400,000
<u>Miscellaneous Revenue</u>	
Fines and Forfeits	60,000
Investment Income	764,200
Miscellaneous Revenues	199,000
<u>Other Financing Sources</u>	
Interfund Transfers In	70,000
Appropriated Reserve	<u>2,200,000</u>
<u>Total Revenues</u>	<u>\$ 65,891,626</u>

Section 2. The Statement of Anticipated General Fund Appropriations and Expenditures for the Fiscal Year Ending June 30, 2021 is as follows:

<u>Expenditures</u>	<u>Amount Year</u> <u>Ending</u> <u>June 30, 2021</u>
<u>General Government</u>	
County Council	\$ 703,284
Administration	493,180
Legal	550,000
Finance	2,123,542
Assessment	1,808,718
Building Code	1,228,352
Mapping and Addressing	866,291
Human Resources & General Employment	826,191
Records Management	255,019
Facilities Management	2,254,424
Information Technology	1,892,013
Constable	1,329,912

<u>Expenditures (continued)</u>	<u>Amount Year Ending June 30, 2021</u>
<u>Planning and Zoning</u>	1,516,486
<u>Paramedics</u>	16,806,863
<u>Emergency Preparedness</u>	4,415,020
<u>Engineering</u>	
Engineering Administration	1,097,574
Public Works	384,091
<u>Library</u>	
Administration	736,820
Operations	2,604,818
<u>Economic Development</u>	
Economic Development	295,367
Safety and Security	520,595
Airport and Business Park	826,772
<u>Community Development</u>	2,590,233
<u>Grant-in-aid</u>	16,050,136
<u>Constitutional Offices</u>	
Marriage Bureau	226,345
Recorder of Deeds	992,363
Register of Wills	637,579
Sheriff	644,138
<u>Other Financing Uses</u>	
Transfers Out	115,500
Reserve for Contingencies	1,100,000
<u>Total Expenditures</u>	<u>\$ 65,891,626</u>

Section 3. The Tax Rate, Fireman's Enhancement Funding Program, Cluster Fees and miscellaneous fee increases and new from fiscal year 2020 for the Fiscal Year Ending June 30, 2021 is as follows:

- (a) County Property Tax Rate \$.4450 per \$100.00 of taxable assessed valuation.
- (b) Firemen's Enhancement Funding Program - Building Permit surcharge of one-quarter of one percent (.25%) of construction values. Distribution will be made to fire companies and ambulance companies who are in good standing with the Sussex County Volunteer Fire Association.
- (c) Cluster Fee for density bonus.
 - 1.) The Town Centers and Developing Areas around Greenwood, Bridgeville, Seaford, Blades, Laurel and Delmar - \$15,000 per unit in excess of two dwelling units per acre.
 - 2.) For the Town Centers and Developing Areas around Milford, Milton, Ellendale, Georgetown, Millsboro, Dagsboro, Frankford and Selbyville - \$15,000 per unit in excess of two dwelling units per acre.
 - 3.) For the Environmentally Sensitive Developing Area - \$20,000 per unit in excess of two dwelling units per acre.
- (d) Miscellaneous Fee changes.
 - 1.) Utility Enterprise - Water Annual Service Charge - increased from \$312 per EDU to \$327.
 - 2.) Enterprise Fund - Sewer Assessment Charge - Dewey Beach / Henlopen Acres Area - increased \$296.08 per EDU to \$317.52.
 - 3.) Utility Enterprise - Connect Fees - Blades area - increase from \$3,570 to \$6,360 per EDU.
 - 4.) Utility Enterprise - Connect Fees - Ellendale area - decreased from \$8,000 to \$6,360 per EDU.
- (e) New Sources of Revenue
 - (1.) Enterprise Fund - Sewer Assessment Charge - Chapel Branch Area - \$680 per EDU.
 - (2.) Enterprise Fund - Sewer Assessment Charge - Western Sussex Area - \$303 per EDU.

Section 4. Sussex County Code Chapter 99 and Chapter 110 Miscellaneous Fee and Charges Schedule is as follows:

Area	Fee Description	Fee	Unit of Measure
Public Works	Plan Review Fees - Chapter 99 - Flat fee for (2) reviews of submitted plans	\$2,500.00	Flat Fee
Public Works	Plan Review Fees - Chapter 99 - Per unit for (2) reviews of submitted plans	\$45.00	Per Unit (addition to Flat Fee)
Public Works	Plan Review Fees - Chapter 99 - Third Additional reviews - after first (2) reviews	60%	Original Plan Review fees
Public Works	Plan Review Fees - Chapter 99 - Fourth Additional reviews - after first (3) reviews	50%	Original Plan Review fees
Public Works	Plan Review Fees - Chapter 99 - Fifth Additional reviews - after first (4) reviews	40%	Original Plan Review fees
Public Works	Plan Review Fees - Plan Revisions - Chapter 99 - After obtaining County approval.	\$1,000.00	Each
Public Works	Field Inspection Fees - Chapter 99	8%	Based on Accepted Construction Cost Estimates (independently verified)
Public Works	Field Inspection - Overtime - Holiday or Weekend hours	\$50.00	Per Hour
Utility Enterprise	Damage to County Infrastructure from outside sources.	Varies	Actual Cost or Equipment rates based on FEMA Schedule
Utility Enterprise	Plan Review Fees - Chapter 110 - Sussex County Sewer District - Sewer - Flat fee including (2) reviews of submitted plans	\$2,000.00	Flat Fee
Utility Enterprise	Plan Review Fees - Chapter 110 - Sussex County Sewer District - Sewer - Per Unit including (2) reviews of submitted plans	\$20.00	Per Unit (addition to Flat Fee)
Utility Enterprise	Plan Review Fees - Chapter 110 - Sussex County Water District - Water - Flat fee including (2) reviews of submitted plans	\$1,500.00	Flat Fee
Utility Enterprise	Plan Review Fees - Chapter 110 - Sussex County Water District - Water - per unit including (2) reviews of submitted plans	\$10.00	Per Unit (addition to Flat Fee)
Utility Enterprise	Plan Review Fees -Chapter 110 - Third Additional reviews - after first (2) Sewer/Water plan review	60%	Original Plan Review fees
Utility Enterprise	Plan Review Fees - Chapter 110 - Fourth Additional reviews - after first (3) Sewer/Water plan review	50%	Original Plan Review fees
Utility Enterprise	Plan Review Fees - Chapter 110- Fifth Additional reviews - after first (4) Sewer/Water plan review	40%	Original Plan Review fees
Utility Enterprise	Plan Review Fees - Plan Revisions - Chapter 110 - After obtaining County approval.	\$1,000.00	Each
Utility Enterprise	Pump Station Review Fees – Chapter 110	\$2,500.00	Flat Fee including 2 reviews of submitted plans

Department – Area	Fee Description	Fee	Unit of Measure
Utility Enterprise	Field Inspection Fees - Chapter 110	15%	Based on Accepted Construction Cost Estimates (independently verified)
Utility Enterprise	Rescheduled connection inspections - each additional field inspection required due to contractor's methods, no call/no show, or cancellation within 2 hours of scheduled appointment	\$100.00	Per Occurrence
Utility Enterprise	Field Inspection - Overtime	\$50.00	Per Hour
Utility Enterprise	Sewer/Water Connection Permits	\$100.00	Per Permit
Utility Enterprise	Availability fee for Private Fire Service	\$250.00	Annually
Utility Enterprise	Waste hauler's annual septage discharge license fee	\$250.00	Annually
Utility Enterprise	Waste hauler fee - Septage Treatment Charges	\$0.076	Per gallon
Utility Enterprise	Wastewater Holding Tank Permit	\$100.00	Each
Utility Enterprise	Water Turn Off or On Fee	\$300.00	Each
Utility Enterprise	Bulk Water User Permit (Usage Fees charged separately)	\$50.00	Each
Utility Enterprise	Bulk Water Usage Fee - First 5,000 Gallons	\$25.00	5,000 Gallons
Utility Enterprise	Bulk Water Usage Fee - 5,001 Gallons and Up	\$4.00	1,000 Gallons
Utility Enterprise	Industrial Wastewater Discharge Permit	\$500.00	Per Issuance
Utility Enterprise	Industrial Wastewater Discharge - Permit Amendment	\$250.00	Per Issuance
Utility Enterprise	Industrial Wastewater Discharge - Permit Variance(s)	\$250.00	Per Issuance
Utility Enterprise	Industrial Wastewater Discharge - User Annual Monitoring Fee	\$250.00	Annually
Utility Enterprise	Application Fees - Extending District Boundaries - Sewer and/or Water - 2 Acres or Less	\$500.00	Each
Utility Enterprise	Application Fees - Extending District Boundaries - Sewer and/or Water - 2.1 - 9.9 Acres	\$750.00	Each
Utility Enterprise	Application Fees - Extending District Boundaries - Sewer and/or Water - 10 - 150.0 Acres	\$1,500.00	Each
Utility Enterprise	Application Fees - Extending District Boundaries - Sewer and/or Water - Over 150.0 Acres	\$2,500.00	Each
Utility Enterprise	Sewer Service Concept Evaluation Fee	\$1,000.00	Each
Utility Enterprise	Sewer Availability Fee	100%	Annual Service Charges
Utility Enterprise	Sewer Availability Fee	100%	Annual Service Charges

Section 5. The Statement of Anticipated Capital Project Fund Revenues and Expenditures for the Fiscal Year Ending June 30, 2021 is as follows:

<u>Revenues and Other Financing Sources</u>	<u>Amount Year Ending June 30, 2021</u>
Appropriated Reserves	\$ 9,230,000
Federal Grant	900,000
Investment Income (net)	20,000
State Grant	50,000
	<hr/>
<u>Total Revenues and Other Financing Sources</u>	<u>\$ 10,200,000</u>
<u>Expenditures:</u>	
Administrative	
Information Technology Infrastructure	750,000
Land Acquisition/Improvements	1,500,000
Airport and Business Park	
Stormwater Improvements	750,000
Airport Masterplan	400,000
Water Plant Improvements	100,000
Apron Expansion	300,000
Land Acquisition	750,000
RW 4-22 Taxiway B	300,000
Pavement Improvements	500,000
Business Park Improvements	1,250,000
Baltimore Avenue Connector	750,000
Public Safety	
Public Safety Building	1,000,000
Stations and Property Acquisition	1,850,000
	<hr/>
<u>Total Capital Improvement Expenditures</u>	<u>\$ 10,200,000</u>

Section 6. The Statement of Anticipated Enterprise Fund Revenues and Expenses for the Fiscal Year Ending June 30, 2021 is as follows:

<u>Revenues and Other Financing Sources</u>	<u>Amount Year Ending June 30, 2021</u>
Operating Revenues	
Service Charges	\$ 23,505,523
Holding Tank Fees	500,000
Licenses, Permit, and Review Fees	1,134,000
Miscellaneous Fees	496,000
Non-Operating Revenues	
Assessment Charges	8,337,260
Capitalized Ord. 38 Fees	2,300,000
Connection Fees	4,691,687
Investment Results	1,062,475
Miscellaneous Revenues	190,000
Other Financing Sources	
Available Funds	93,765
Transfers	115,500
	<hr/>
<u>Total Revenues and Other Financing Sources</u>	<u>\$ 42,426,210</u>
<u>Expenses:</u>	
Administrative Costs	\$ 8,253,126
Operations and Maintenance Costs	14,045,337
Capital Expenditures	6,759,893
Debt Service	13,367,854
	<hr/>
<u>Total Expenses and Debt Service</u>	<u>\$ 42,426,210</u>

Section 7. Unappropriated or unobligated General Fund expenditures requiring a transfer from the General Fund Undesignated Fund Balance require approval by not less than four-fifths of the members of Sussex County Council concurring.

Section 8. The County Pay Plan and Salary Structure for Fiscal Year Ending June 30, 2021 shall be adopted by this Ordinance.

Grade	Minimum	Midpoint	Maximum
1	\$ 21,536	\$ 26,921	\$ 32,304
2	\$ 22,613	\$ 28,266	\$ 33,919
3	\$ 23,744	\$ 29,679	\$ 35,616
4	\$ 24,931	\$ 31,164	\$ 37,396
5	\$ 26,178	\$ 32,722	\$ 39,267
6	\$ 27,486	\$ 34,359	\$ 41,229
7	\$ 28,862	\$ 36,075	\$ 43,291
8	\$ 30,303	\$ 37,880	\$ 45,456
9	\$ 31,819	\$ 39,773	\$ 47,728
10	\$ 33,410	\$ 41,762	\$ 50,115
11	\$ 35,080	\$ 43,851	\$ 52,622
12	\$ 36,835	\$ 46,042	\$ 55,251
13	\$ 38,677	\$ 48,345	\$ 58,014
14	\$ 40,610	\$ 50,762	\$ 60,915
15	\$ 42,641	\$ 53,300	\$ 63,960
16	\$ 44,773	\$ 55,965	\$ 67,157
17	\$ 47,011	\$ 58,763	\$ 70,516
18	\$ 49,361	\$ 61,702	\$ 74,041
19	\$ 51,830	\$ 64,787	\$ 77,744
20	\$ 54,421	\$ 68,025	\$ 81,631
21	\$ 57,141	\$ 71,428	\$ 85,713
22	\$ 59,999	\$ 74,998	\$ 89,999
23	\$ 62,999	\$ 78,748	\$ 94,500
24	\$ 66,150	\$ 82,686	\$ 99,223
25	\$ 69,456	\$ 86,820	\$ 104,185
26	\$ 72,929	\$ 91,162	\$ 109,394
27	\$ 76,575	\$ 95,720	\$ 114,863
28	\$ 80,404	\$ 100,506	\$ 120,606
29	\$ 84,425	\$ 105,532	\$ 126,636
30	\$ 88,645	\$ 110,809	\$ 132,969
31	\$ 93,079	\$ 116,348	\$ 139,617
32	\$ 97,732	\$ 122,165	\$ 146,597
33	\$ 102,619	\$ 128,273	\$ 153,928
34	\$ 107,750	\$ 134,687	\$ 161,625

Section 9. The County has invested \$10 million of Appropriated Reserves from Realty Transfer Tax funds with a goal to earn five percent per year. The fire companies are to receive a grant for the annual investment income from this investment up to four percent per year; these fire service grants are to be awarded annually based on recommendations from the Fire Resource Committee of the Sussex County Volunteer Fire Association, but at the discretion of the Sussex County Council. Sussex County will receive the first one percent of the investment income earned. The fire service would receive investment income of up to four percent after Sussex County receives one percent. A four-fifths vote of the County Council is required to use principal for any other purpose. If there is a loss from the investments, then the principal balance must be restored before any additional grants are made from investment income in the future to the County or fire service. Sussex County is to receive the investment income over five percent per year. These grants to the fire service will be awarded annually, based on the previous calendar year's annual investment results.

Section 11. The County will use additional appropriated reserves for the following expenditures if revenues from Building Inspection Fees, Building Permit & Zoning Fees, Realty Transfer Tax and Recorder of Deeds Fees exceed the revenue in Section 1 of this ordinance. These additional expenditures will occur in \$1 million increments in the stated order below.

<u>Expenditures</u>	<u>Supplemental Amount #1</u>
<u>General Government</u>	
County Council	\$ 8,000
Finance	18,000
Assessment	5,000
Building Code	6,000
Mapping and Addressing	23,400
Human Resources	28,200
Records Management	2,100
Facilities Management	197,380
Information Technology	174,500
<u>Planning and Zoning</u>	11,500
<u>Paramedics</u>	136,940
<u>Emergency Preparedness</u>	75,500
<u>Engineering</u>	
Solid Waste	35,500
<u>Library</u>	
Administration	1,740
Operations	13,565

<u>Expenditures (continued)</u>	<u>Supplemental Amount #1</u>
<u>Economic Development</u>	
Economic Development	15,000
Safety and Security	4,500
Airport and Business Park	36,175
<u>Community Development</u>	3,000
<u>Constitutional Offices</u>	
Recorder of Deeds	4,000
<u>Other Financing Uses</u>	
Reserve for Contingencies	200,000
<u>Total Expenditures</u>	<u>\$ 1,000,000</u>

<u>Expenditures</u>	<u>Supplemental Amount #2</u>
<u>General Government</u>	
Finance	4,000
Assessment	2,000
Mapping and Addressing	500
Human Resources	8,300
Facilities Management	119,000
Information Technology	115,000
<u>Planning and Zoning</u>	5,000
<u>Paramedics</u>	10,000
<u>Emergency Preparedness</u>	70,500
<u>Engineering</u>	
Administration	40,000
<u>Library</u>	
Operations	54,200
<u>Economic Development</u>	
Economic Development	97,500
Airport and Business Park	74,000
<u>Other Financing Uses</u>	
Reserve for Contingencies	400,000
<u>Total Expenditures</u>	<u>\$ 1,000,000</u>

<u>Expenditures</u>	<u>Supplemental Amount #3</u>
<u>Grant-in-Aid</u>	\$1,000,000

<u>Expenditures</u>	<u>Supplemental Amount #4</u>
<u>Grant-in-Aid</u>	\$1,000,000

<u>Expenditures</u>	<u>Supplemental Amount #5</u>
Capital Projects Fund: Engineering	\$500,000
Capital Projects Fund: Business Park	\$500,000
<u>Total Expenditures</u>	<u>\$1,000,000</u>

<u>Expenditures</u>	<u>Supplemental Amount #6</u>
Capital Projects Fund: Engineering	\$500,000
Capital Projects Fund: Business Park	\$500,000
<u>Total Expenditures</u>	<u>\$1,000,000</u>

<u>Expenditures</u>	<u>Supplemental Amount #7</u>
Capital Projects Fund: Engineering	\$500,000
Capital Projects Fund: Business Park	\$500,000
<u>Total Expenditures</u>	<u>\$1,000,000</u>

<u>Expenditures</u>	<u>Supplemental Amount #8</u>
Capital Projects Fund: Engineering	\$800,000
General Fund: Grant-in-Aid	\$200,000
<u>Total Expenditures</u>	<u>\$1,000,000</u>

So long as there is an operational surplus after supplemental amount #8, any Realty Transfer Tax amount remaining shall be transferred to the Capital Projects Fund for future projects.

Section 10. This Ordinance shall become effective on July 1, 2020.

I DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE NO. ADOPTED BY THE SUSSEX COUNTY COUNCIL ON THE TH DAY OF JUNE 2020.

ROBIN A. GRIFFITH
CLERK OF THE COUNCIL

FINANCE DEPARTMENT
ACCOUNTING DIVISION

ANDREA M. WALL
MANAGER
awall@sussexcountype.gov



Sussex County

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MEMORANDUM

TO: The Honorable Michael H. Vincent, President
The Honorable Irwin G. Burton III., Vice President
The Honorable Douglas B. Hudson
The Honorable John L. Rieley
The Honorable Samuel R. Wilson Jr.

FROM: Andrea Wall, Manager of Accounting

DATE: June 15, 2020

RE: Federal Payments in Lieu of Taxes

A check in the amount of \$38,898 has been received from the United States Department of the Interior, Fish and Wildlife Service, as a federal payment in lieu of taxes for the Prime Hook National Wildlife Refuge. This check represents payments under the Refuge Revenue Sharing Act covering Fiscal Year 2019.

The amount is calculated by the U.S. Fish and Wildlife Service by prorating the total funds available for payment. This check is funded through revenues generated from the Prime Hook National Wildlife Refuge and from a supplemental congressional appropriation. Sussex County may use these funds for any governmental purpose.

The County does not collect property taxes from the Federal Government for the Prime Hook National Wildlife Refuge. In return, the Federal Government gives the County this payment in lieu of taxes. In the past, these funds have been allocated in the same percentage as the other County tax collections. The attached spreadsheet shows the recommended allocation of these funds based on assessed value of the Prime Hook Refuge. I will be presenting this allocation for Council's authorization on June 23, 2020.

Please feel free to contact me with any questions.

TAXING AUTHORITY	TAX RATE	% OF TOTAL	GRANT AMOUNT	
MILFORD SCHOOL DISTRICT				
Sussex County	0.3983%	7.1114%	\$640.08	\$9,001.00
Library	0.0467%	0.8338%	\$75.06	
Sussex Tech	0.2646%	4.7242%	\$425.23	
Milford School	4.8913%	87.3306%	\$7,860.63	
	5.6009%	100.0000%	\$9,001.00	
CAPE HENLOPEN DISTRICT				
Sussex County	0.3983%	8.4714%	\$2,532.69	\$29,897.00
Library	0.0467%	0.9933%	\$296.96	
Sussex Tech	0.2646%	5.6278%	\$1,682.53	
Cape School District	3.9921%	84.9076%	\$25,384.82	
	4.7017%	100.0000%	\$29,897.00	<u>\$38,898.00</u>
SUMMARY				
Sussex County	\$3,172.77			
Library	\$372.02			
Vocational School	\$2,107.76			
Milford School	\$7,860.63			
Cape School District	\$25,384.82			
	<u>\$38,898.00</u>			

NOTE:

Per Chris Keeler, Director of Assessment, 23.14% of the Primehook National Wildlife Refuge land assessed value in Sussex County is within the Milford School District and 76.86% is within the Cape Henlopen School District. Appropriate shares have been determined based on these percentages

A deposit from US Dept of Interior for \$38,898 was deposited to the general fund on 05/15/2020

GINA A. JENNINGS, MBA, MPA
FINANCE DIRECTOR

(302) 855-7741 T
(302) 855-7749 F
gjennings@sussexcountyde.gov



Sussex County

DELAWARE
sussexcountyde.gov

MEMORANDUM:

TO: Sussex County Council
The Honorable Michael H. Vincent, President
The Honorable Irwin G. Burton III, Vice President
The Honorable Douglas B. Hudson
The Honorable John L. Rieley
The Honorable Samuel R. Wilson Jr.

FROM: Andrea M. Wall
Manager of Accounting

SUBJECT: **INSURANCE RECOMMENDATION**

DATE: June 16, 2020

As we approached the renewal of our insurance package on July 1, our broker Alliant recommended that Sussex County not market our property and liability package since we had completed a full marketing process last year. Alliant recommends that we market our program every 2-3 years in order to not over-exercise the market and develop relationships with or key carrier partners. Despite a difficult state of the market where rates are increasing significantly and capacity is shrinking as well as extenuating events such as COVID-19, Alliant was able to secure renewal pricing that was in line with our budget projections for FY 21.

On Tuesday, I will be recommending we renew with our incumbent carriers which we have listed below, and this recommendation is supported by our insurance consultant, Scott Agar:

- Package Policy (Property, Inland Marine, Auto and Liability)-*Glatfelter*
- Pipeline Floater-*Chubb*
- Equipment Breakdown-*CNA*
- Workers' Compensation-*Liberty Mutual*
- Airport Liability-*Chubb*
- Public Officials-*Western World*
- Crime-*Great American*
- Cyber-*Beazley*
- Pollution-*Chubb*
- Fiduciary-*Hudson*



For your reference, I have included an overview of each line of coverage with the expiring cost and the premium for FY 21.

Although we are presenting a slight increase in cost, it reflects current market conditions, and not the claim activity or insurability of Sussex County. In addition, our increase is around 9%. Many other jurisdictions are seeing much larger increases even with no claim activity.

Scott Agar from Insurance Buyers Council will be available to discuss the process further and answer any questions.

Sussex County Insurance Overview FY 21

Coverage Type	Expiring Costs	Recommended Placement	FY 21 Renewal Costs	Premium Change \$	Premium Change %	Deductible	Comments
Property & Inland Marine	203,297	Glatfelter	214,064	10,767	5.3%	50,000.00	\$296.8 Million of Insured Value
General Liability	52,548	Glatfelter	55,301	2,753	5.2%	-	\$1M in coverage per occurrence \$3M aggregate
Business Auto	190,792	Glatfelter	215,384	24,592	12.9%	1,000.00	259 vehicles 59 trailers
Umbrella	73,935	Glatfelter	81,845	7,910	10.7%	10,000.00	\$9M in coverage
Package Total	520,572	Glatfelter	566,594	46,022	8.8%		273 Vehicles and 48 Trailers
Pipeline Floater	52,240	Chubb/ACE	59,562	7,322	14.0%	50,000.00	\$3 M in coverage.
Eqpt Breakdown	18,816	C N A	21,902	3,086	16.4%	10,000.00	\$25 M in coverage.
Workers Comp	553,683	Liberty Mutual	609,477	55,794	10.1%	-	5.6% rate increase
Airport Liability	4,775	Chubb/ACE	4,775	-	0.0%	-	\$20 M in coverage, and includes coverage for Wings & Wheels
Public Officials	202,832	Western World and XL	218,451	15,619	7.7%	250,000.00	\$10 M Coverage Includes Choice of Counsel Endorsement \$250,000 across the board deductible
Crime	13,789	Great American	14,478	689	5.0%	50,000.00	\$15M in coverage
Cyber	15,500	Beazley	16,500	1,000	6.5%	10,000.00	Increased limits to \$2M
Pollution	16,564	Chubb	18,261	1,697	10.2%	50,000.00	\$2 M coverage
Fiduciary	8,458	Hudson	8,458	-	0.0%	25,000.00	\$1M coverage
Broker Fee	100,000		100,000	-	0.0%		Previously Included in Premium
Additional Enhancements	10,000		10,000	-	0.0%		Additional Flood, Leased Equipment, etc.
Total	1,517,229		1,648,458	131,229	8.6%		

*additional sublimits may apply to various circumstances

Glatfelter offered equipment breakdown coverage at similar terms as Chubb but at a premium nearly \$10,000 higher so no change with carrier recommended

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF UP TO \$5,744,784 OF GENERAL OBLIGATION BONDS OF SUSSEX COUNTY IN CONNECTION WITH THE LAND CONSERVATION/WATER QUALITY PROJECT AND AUTHORIZING ALL NECESSARY ACTIONS IN CONNECTION THEREWITH

WHEREAS, pursuant to Title 9, Delaware Code, Section 7001(a) Sussex County (the "County") has "all powers which, under the Constitution of the State, it would be competent for the General Assembly to grant by specific enumeration, and which are not denied by statute" (the "Home Rule Power");

WHEREAS, acting pursuant to its Home Rule Power, and pursuant to Title 9, Delaware Code, Chapters 65 and 67, the County has authorized the design, construction and equipping of the Land Conservation/Water Quality Project, consisting of the (a) acquisition of fee simple interest in a forested parcel (Comfort Burton Property) located in the headwaters of Guinea Creek; (b) enhancement of biodiversity of the site; (c) restoration of elements of a first order stream, including wetlands creation; and (d) reforestation of tillable land located primarily in the Herring Creek/Rehoboth Bay sub-watershed (the "Project");

WHEREAS, pursuant to Title 9, Delaware Code, Section 6706, the County is authorized to issue its bonds and to pledge its full faith and credit thereto, to finance the cost of any object, program or purpose for which the County is authorized to raise, appropriate or expend money under Chapter 67 of Title 9; and

WHEREAS, acting pursuant to the aforesaid authority, the County desires to authorize the issuance of general obligations of the County to finance the costs of the Project and for the other purposes described herein.

NOW THEREFORE THE COUNTY OF SUSSEX HEREBY ORDAINS (AT LEAST FOUR FIFTHS OF THE MEMBERS OF COUNCIL CONCURRING HEREIN):

Section 1. Amount and Purpose of the Bonds. Acting pursuant to Title 9, Delaware Code, Chapters 65 and 67, Sussex County shall issue its negotiable general obligations in the maximum aggregate principal amount not to exceed \$5,744,784 (the "Bonds") to finance or reimburse the County for a portion of the cost of the design, construction and equipping of the Project.

The monies raised from the sale of the Bonds (including the investment earnings thereon) after the payment of the costs of issuance, shall be held in one or more Project accounts and shall be expended only for the purposes authorized herein or as may otherwise be authorized by subsequent action by County Council. Authorized purposes include the costs of planning, constructing, acquiring and equipping the Project or any portion thereof; interest on the Bonds and any interim financing during the construction period and for a period of up to one year following the estimated date of completion; the reasonable costs of issuance of the Bonds and any interim financing; the repayment of temporary loans incurred with respect to the Project; and the reimbursement of authorized costs previously expended by

the County from other funds.

Section 2. Security for the Bonds. The principal, interest, if any, and premium, if any, on the Bonds may be paid by ad valorem taxes on all real property subject to taxation by the County without limitation as to rate or amount, except as limited by Title 9, Delaware Code Section 8002 (c). Pursuant to Title 9, Delaware Code, Section 6706, the full faith and credit of the County is pledged to such payment. The Bonds shall contain a recital that they are issued pursuant to Title 9, Delaware Code, Chapter 67, which recital shall be conclusive evidence of their validity and of the regularity of their issuance. The Bonds are backed by the County's full faith and credit.

Section 3. Terms of the Bonds. The Bonds shall be sold at such prices and upon such other terms and conditions consistent with the provisions of this Ordinance and otherwise as the County Administrator shall determine to be in the best interests of the County. The Bonds are currently expected to bear no interest and shall mature in such amounts and at such times, but not exceeding (a) twenty-five (25) years for the land conservation portion of the Project (expected to be in an amount not to exceed \$5,370,531) and (b) twenty (20) years for the water quality portion of the Project (expected to be in an amount not to exceed \$374,253) from the date of completion of the Project, and shall be subject to redemption, as the County Administrator shall determine.

Section 4. Sale of the Bonds. The Bonds may be issued in one or more series and shall be sold in one or more public sales or private negotiated transactions upon such terms and conditions as the County Administrator shall determine shall be in the best interest of the County. It is anticipated that the Bonds will be sold to the State of Delaware Water Pollution Control Revolving Fund (acting by and through the Delaware Department of Natural Resources and Environmental Control) (or any successor agency).

Section 5. Details of the Bonds. The County Administrator is authorized to determine the details of the Bonds including the following: the date or dates of the Bonds; provisions for either serial or term bonds; sinking fund or other reserve fund requirements; due dates of the interest thereon; the form of the Bonds; the denominations and designations of the Bonds; registration, conversion and transfer provisions; provisions for the receipt, deposit and investment of the proceeds of the Bonds; provisions for the replacement of lost, stolen, mutilated or destroyed Bonds; and provisions for issuing uncertificated obligations and all procedures appropriate for the establishment of a system of issuing uncertificated debt. The Bonds shall be executed by the manual or facsimile signature of the County Administrator, shall contain an impression of the County seal or a facsimile thereof and shall be attested by the manual signature of the County Clerk. The County Administrator shall determine the form of the Bonds.

Section 6. Debt Limit. It is hereby determined and certified, as of the effective date hereof, that the issuance of the Bonds is within the legal debt limit of the County.

Section 7. Further Action. The President of the County Council, the County Administrator, the Finance Director and the County Clerk are authorized and directed to take such other action on behalf of the County, as may be necessary or desirable to effect the adoption of this Ordinance and the issuance and sale of the Bonds and to provide for their security and to carry out the intent of this Ordinance, including the publication of notices and advertisements and the execution and delivery of customary closing certificates.

Section 8. Effective Date. This Ordinance shall become effective immediately upon its passage.

SYNOPSIS: This Ordinance provides for the issuance of up to \$5,744,784 of Sussex County General Obligation Bonds in order to finance or reimburse the County for a portion of the costs for the design, construction and equipping of the Land Conservation/Water Quality Project, consisting of the (a) acquisition of fee simple interest in a forested parcel (Comfort Burton Property) located in the headwaters of Guinea Creek; (b) enhancement of biodiversity of the site; (c) restoration of elements of a first order stream, including wetlands creation; and (d) reforestation of tillable land located primarily in the Herring Creek/Rehoboth Bay sub-watershed (the "Project").

ENGINEERING DEPARTMENT

ADMINISTRATION	(302) 855-7718
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ENVIRONMENTAL SERVICES	(302) 855-7730
PUBLIC WORKS	(302) 855-7703
RECORDS MANAGEMENT	(302) 854-5033
UTILITY ENGINEERING	(302) 855-7717
UTILITY PERMITS	(302) 855-7719
UTILITY PLANNING	(302) 855-1299
FAX	(302) 855-7799



Sussex County

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HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

Memorandum

TO: Sussex County Council
The Honorable Michael H. Vincent, President
The Honorable Irwin G. Burton III, Vice President
The Honorable Douglas B. Hudson
The Honorable John L. Rieley
The Honorable Samuel R. Wilson, Jr.

FROM: Hans Medlarz, P.E., County Engineer

RE: *Western Sussex Transmission Facilities,
Contract 6: Office/Garage Building, Project S20-35
A. Recommendation to Award*

DATE: June 23, 2020

In February 2017, the municipal councils of Bridgeville and Greenwood requested investigation of an alternate County Sewer District based scenario. Upon review of the findings both municipal Councils requested formation of a County sewer district pursuant to Title 9 Del. Code § 6501, and on August 22, 2017, County Council adopted a resolution establishing the Western Sussex Area of the Unified Sewer District. However, for the time being, Bridgeville still owns and operates the system serving the Bridgeville/Greenwood area.

The County submitted the project to DNREC for funding consideration under the Clean Water State Revolving Fund and on August 14, 2018, the State issued a binding commitment offer in the overall amount of \$16,634,748 to be repaid within 30-years with 2.5% interest. On November 27, 2018, Council accepted the offer and approved the associated borrowing ordinance. After project completion, \$3,200,000 will be applied in principle forgiveness reducing the overall borrowing. On May 15, 2020 the County filed a supplemental CWSRF funding request in the amount of \$850,000 to cover the unanticipated change orders described in the memorandum. The County's funding request is scheduled to be considered by the Water Infrastructure Advisory Council during their July 15, 2020 meeting and if approved, is expected to be in the form of "Loan Forgiveness".

The project has three (3) components; transmission under Contracts 1-4, treatment plant demolition Contract 5 / maintenance garage construction with Contract 6 and the Bridgeville Branch restoration under a "green" project funding scenario.



The construction of the transmission project was further broken down in the following four (4) individual contracts based on DelDOT's schedule requirements:

- Contract No.1 to A-Del Construction Co, Inc. in the amount of \$3,224,820.00, for the force main work in the RT-13 rights-of-way. Awarded by Council on May 14, 2019.
- Contract No.2 to Pact One LLC in the amount of \$2,063,255.00, for the gravity sewer upgrades. Awarded by Council on May 14, 2019.
- Contract No.3 to A-Del Construction Co, Inc. in the amount of \$2,980,602.00, for the force main work in the RT-13 Alternate and Herring Road rights-of-way. Awarded by Council on January 7, 2020.
- Contract No.4 to Zack's Excavating, Inc. in the amount of \$3,236,939.00., for gravity sewer equalization chambers and two (2) pump stations. Awarded by Council on November 12, 2019.

During the construction of Contract No.1 awarded to A-Del Construction Co, Inc., DelDOT did not allow the reuse of most of the excavated trench material and required Type C Borrow instead. Therefore, this unit price item went considerably above the bid quantity. In addition, a wider concrete base course was encountered under the Cannon Road crossing. Rather than using hot-mix for restoration, DelDOT required reinstallation of the concrete base course adding 25% to the cost of this lump sum item. On February 4, 2020, Council approved the associated Change Order No.1 in the amount of \$254,188.92. The production portion of the project is complete but during the restoration phase DelDOT required additional matting and an adjustment of a manhole resulting in a final balancing Change Order No. 2 in the amount of \$26,486.65. Council issued said Order No.2 and granted final project completion on June 2, 2020.

The award of Contract No.2 to Pact One, LLC included the base bid and two alternate bid items. At the time of award, the Alternate Bid Item D5 was not awarded due its significantly higher than anticipated cost. In subsequent discussions, Pact One LLC realized they had misinterpreted the scope for Item D5 and submitted an alternate proposal at approximately 16% of the original bid. On September 10, 2019 Council awarded Change Order No. 1 in the amount of \$96,840.00 to cover item D5. The project is now complete, and no major issues were encountered resulting in a final balancing Change Order No. 2 in the credit amount of (\$128,708.70). Council issued said Order No.2 and granted final project completion on June 2, 2020.

The award of Contract No. 4 to Zack's Excavating, Inc. consisted of two (2) complete pump stations and two (2) equalization chambers. Construction of the southern station and its chamber are progressing on schedule with an anticipated completion by end of June 2020. The construction of the northern components however has encountered a groundwater contamination problem which is estimated to run at least \$250k under a remediation approach. In addition, the Department discovered a construction sequencing issue involving the completion of the southern forcemain. Without its completion the Heritage Shores work as well as the majority of the Bridgeville pump station work cannot be accomplished. In response to these challenges, the Engineering Department developed a value engineering

approach. Besides a couple of small allowances, it also included a no cost time extension as well as a contract suspension period and on June 2, 2020 Council approved Change Order No.1 in the not to exceed amount of \$40,045.00 as well as the suggested no cost changes to the contract schedule including the time suspension.

During the Bridgeville pump station construction period there are time segments which could be utilized for demolition. The Finance and Engineering Departments have obtained Clean Water State Revolving Fund staff concurrence and are still pursuing this approach for later consideration by Council.

The Invitations to Bid for the Western Sussex Transmission Facilities, Contract 6, Maintenance Garage/Office Building, Project S20-35 were advertised on May 6, 13 & 20, 2020, in the local newspaper, and available to view on the County website. In addition, the information was directly forwarded to a number of contractors. Twelve (12) contractors attended the pre-bid meeting held on May 13, 2020 and on June 4, 2020, six (6) bids were received. The bid results including the analysis by GMB are attached.

The Engineering Department recommends award to GGI Builders, Inc. for the base bid and the contingency unit price bid items in the overall amount of \$410,525.00 contingent upon SRF concurrence. The award is expected to be covered out of the supplemental CWSRF funding request previously filed by the County.



GEORGE, MILES & BUHR, LLC



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SEAFORD

www.gmbnet.com



June 9, 2020

Sussex County Engineering Dept.
2 The Circle
Georgetown, DE 19958

Attn: Hans Medlarz, P.E.
County Engineer

Re: Western Sussex Transmission Facilities: Office/Garage Building
Sussex County Project 20-35: Contract 6
Sussex County, Delaware
GMB File No. R170219

Dear Mr. Medlarz:

Bids for the referenced project were opened at the County Council Chambers at 2:00 p.m. on Thursday, June 4, 2020. A copy of the Bid Opening Summary, Detailed Bid Tabulation, and copies of the six (6) bids received are enclosed for your files.

We have reviewed the bids and verified that GGI Builders, Inc. T/A Gillis Gilkerson is the low bidder. Also, we have found their bid to be consistent with the bidding requirements.

Accordingly, we recommend that a construction contract be awarded to GGI Builders, Inc. T/A Gillis Gilkerson in the amount of the Total Base Bid of \$392,900.00.

If you have any questions, please do not hesitate to contact me at 302.628.1421. Thank you.

Sincerely,

Judy A. Schwartz, P.E.
Sr. Vice President/Project Director

Enclosures

JAMES H. WILLEY, JR., PE
PETER A. BOZICK, JR., PE
JUDY A. SCHWARTZ, PE
CHARLES M. O'DONNELL, III, PE
W. BRICE FOXWELL, PE
A. REGGIE MARINER, JR., PE
JAMES C. HOAGESON, PE
STEPHEN L. MARSH, PE
DAVID A. VANDERBEEK, PE
ROLAND E. HOLLAND, PE
JASON M. LYTLE, PE
CHRIS B. DERBYSHIRE, PE
W. MARK GARDOCKY, PE
MORGAN H. HELFRICH, AIA
KATHERINE J. MCALLISTER, PE

JOHN E. BURNSWORTH, PE
MICHAEL G. KOBIN, PE
VINCENT A. LUCIANI, PE
ANDREW J. LYONS, JR., PE
W. NICHOLAS LLOYD
AUTUMN J. WILLIS



GEORGE, MILES & BUHR, LLC

PROJECT NAME: **Western Sussex Transmission Facilities**

CONTRACT: **Contract No. 6 Office/Garage**

GMB JOB NO.: **R170219**

BIDS OPENED: **4-Jun-20**

TIME: **2:00pm**

LOCATION: **Sussex County Council Chambers**

Bidder		Lump Sum Bid
1	GGI Builders, Inc. T/A Gillis Gilkerson	\$392,900.00
2	Delmarva Veteran Builders, LLC	\$399,900.00
3	Dutchman Contracting, LLC	\$419,705.00
4	Willow Construction, LLC	\$436,000.00
5	The Whayland Company, LLC	\$480,000.00
6	Walter Higgins Contracting, Inc.	\$558,000.00
7		
8		
9		
10		
11		
12		

Western Sussex Transmission Facilities: Contract 6: Office Garage																
					GGI Builders		Delmarva Veteran Builders		Dutchman Contracting		Willow		Whayland		Walter Higgins	
NO.	ITEM	SIZE OR DEPTH	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE										
Schedule A: Lump Sum Bid					Schedule A: Lump Sum Bid		Schedule A: Lump Sum Bid		Schedule A: Lump Sum Bid		Schedule A: Lump Sum Bid		Schedule A: Lump Sum Bid		Schedule A: Lump Sum Bid	
A-1	Lump Sum Bid	-	-	-		\$ 392,900.00		\$ 399,900.00		\$ 419,705.00		\$ 436,000.00		\$ 480,000.00		\$ 558,000.00
Subtotal Schedule A: Lump Sum Bid					\$ 392,900.00		\$ 399,900.00		\$ 419,705.00		\$ 436,000.00		\$ 480,000.00		\$ 558,000.00	
Schedule B: Unit Prices Bid - Site Contingent Items					Schedule B: Unit Prices Bid - Site Contingent Items		Schedule B: Unit Prices Bid - Site Contingent Items		Schedule B: Unit Prices Bid - Site Contingent Items		Schedule B: Unit Prices Bid - Site Contingent Items		Schedule B: Unit Prices Bid - Site Contingent Items		Schedule B: Unit Prices Bid - Site Contingent Items	
D1	Excavation Below Subgrade	-	CY	50	\$ 23.50	\$ 1,175.00	\$ 20.00	\$ 1,000.00	\$ 14.00	\$ 700.00	\$ 22.00	\$ 1,100.00	\$ 20.00	\$ 1,000.00	\$ 90.00	\$ 4,500.00
D2	Furnish and Place Gravel Bedding	-	CY	50	\$ 70.00	\$ 3,500.00	\$ 65.00	\$ 3,250.00	\$ 18.00	\$ 900.00	\$ 72.00	\$ 3,600.00	\$ 65.00	\$ 3,250.00	\$ 125.00	\$ 6,250.00
D3	Furnish and Place Special Backfill	-	CY	100	\$ 82.00	\$ 8,200.00	\$ 75.00	\$ 7,500.00	\$ 17.00	\$ 1,700.00	\$ 83.00	\$ 8,300.00	\$ 75.00	\$ 7,500.00	\$ 150.00	\$ 15,000.00
D4	Miscellaneous Excavation and Backfill	-	CY	20	\$ 50.00	\$ 1,000.00	\$ 45.00	\$ 900.00	\$ 50.00	\$ 1,000.00	\$ 50.00	\$ 1,000.00	\$ 45.00	\$ 900.00	\$ 100.00	\$ 2,000.00
D5	Furnish and Place Miscellaneous 5,500 psi Concrete	-	CY	10	\$ 375.00	\$ 3,750.00	\$ 350.00	\$ 3,500.00	\$ 76.00	\$ 760.00	\$ 385.00	\$ 3,850.00	\$ 350.00	\$ 3,500.00	\$ 425.00	\$ 4,250.00

Math error corrected-not as written on bid

ENGINEERING DEPARTMENT

ADMINISTRATION	(302) 855-7718
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Sussex County

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HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

Memorandum

TO: Sussex County Council
The Honorable Michael H. Vincent, President
The Honorable Irwin G. Burton III, Vice President
The Honorable Douglas B. Hudson
The Honorable John L. Rieley
The Honorable Samuel R. Wilson, Jr.

FROM: Hans Medlarz, P.E., County Engineer

RE: *EMS 200/Medic 110 Station, Project C19-08*
A. Recommendation to Award

DATE: June 23, 2020

The new Medic 110/EMS 200 Station was programmed north of Seaford to replace the current location in Blades as a capital project in FYs 2019 & 2020. In June of 2018 Council approved the purchase of the new site formerly known as “Old Pet Emporium”. After a publicly advertised request for proposal process, Council awarded the EMS Department’s - Architectural Consulting Services base contract to George, Miles and Buhr, Inc. (GMB) for a five (5) year term on July 17, 2018. The first two task orders covered the North Seaford Medic Station 110 with a budget up to \$150,000. The intent was to match the Rehoboth/Lewes station design. However, the State’s fire prevention code had changed since then, now requiring a fire suppression sprinkler system.

On June 6, 2019, Invitations to Bid were initially advertised and on July 15, 2019, four (4) bids were received. The station cost was significantly higher than the last station built with the main drivers being the on-site fire suppression system, the significant demolition effort and the DelDOT entrance & intersection signaling improvements. Therefore, Council rejected all bids on August 20, 2019 and authorized the rebid under a modified scope. At the same meeting Council also approved GMB’s architectural task order no. 3 for rebidding, contract administration and inspection services not to exceed \$104,400.00.

Procurement of a standalone demolition contract had been identified as a cost saving measure and documents were publicly advertised on August 30, 2019. Council awarded the demolition contract to Swain Excavating, Inc. on October 8, 2019, in the amount of \$59,948.75. It was closed out on January 7, 2020 with Council approving a balancing Change Order No. 1 in the amount of \$2,200.00 and granting substantial project completion.



Furthermore, Council authorized negotiations with the City of Seaford regarding public utility services. Therefore, the EMS and Engineering Departments had reached out to the City to discuss the possibility of accelerating the extension of public water service to the site in exchange for a \$200,000 one-time capital contribution by the County. In addition to the accelerated capital improvement schedule, the County would receive in-City utility rates. In return, the County agreed to annex into the City if it becomes legally possible as outlined in the City's Charter. On October 22, 2019 Council approved the Utility Service Agreement with the City of Seaford, which had previously been approved by City Council.

During the fall of 2020 the Team developed revised contract documents including a dedicated turn lane on Swain Road and an Opticom controlled safety warning system on Route 13. (DelDOT Agreement attached) The Invitations to Bid of the resulting documents were re-advertised on May 6, 13 & 20, 2020, in the local newspaper, and available to view on the County website. In addition, the information was directly forwarded to a number of contractors. Nineteen (19) contractors attended the pre-bid meeting held on May 13, 2020 and on June 4, 2020, twelve (12) bids were received. The bid results including the analysis by GMB are attached. Comparison of the low bid scenarios between the first and second round of bidding reveals an almost \$200,000 advantage under round 2 including the demolition cost and the City of Seaford contribution. Therefore, the Engineering Department recommends award to The Whayland Company, LLC for the base bid, add alternate 3 for the County's portion of the safety warning system and the contingency unit price bid items in the overall amount of \$1,407,250.00.

In order to establish a complete project budget, we compiled the following list of outstanding items:

1. DELDOT reimbursement of costs as per the agreement for the State's portion of the for the Opticom controlled warning system.
2. Furniture procured through GA Blanco under State Contract for four (4) sets of office furniture & tables.
3. Landscaping supplies directly sourced with labor provided by the EMS Department.
4. IT infrastructure parts & components with labor provided by the EMS & IT Departments.
5. Signage for the building as well as the site.

In summary, the Departments believe the EMS 200/Medic 110 Station, Project C19-08 will be within the three-year budget allocations approved under the FY 2019 Budget.



GEORGE, MILES & BUHR, LLC



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June 15, 2020

Sussex County Administrative
Office Building, 3rd Floor
2 The Circle, P.O. Box 589
Georgetown, DE 19947

Attn: Hans Medlarz
County Engineer

Re: Contract Award Recommendation
EMS 200/Medic 110 Station Bid
Seaford, Delaware
GMB File 180174A

Dear Hans:

We have reviewed the June 4, 2020 bid results. A total of twelve (12) bids were received, ranging from a low base bid by Delmarva Veteran Builders of \$1,263,000 to a high base bid of \$1,909,982 by Bancroft Contracting.

A review of all twelve (12) bids showed that all the bidders submitted responsive bids in compliance with the requirements of the bid documents with the exception of Regional Builders who entered a value of "TBD" (to be determined) for ADD Alternate #2, the alternate pertaining to prevailing wages.

The lowest four (4) base bids according to ranking were:

Delmarva Veteran Builders	\$1,263,900.00
Whayland Company	\$1,320,000.00
Richard Y. Johnson	\$1,374,000.00
GGI Builders	\$1,375,000.00

The spread among the four lowest bids was approximately 8.79%.

The values submitted for DEDUCT Alternate #1 (spreading/mulching) were similar in scale ranging from \$7,000 by GGI Builders to \$10,000 by Whayland Company.

The values submitted for ADD Alternate #2 (prevailing wage rates) were similar when considered as a percentage of total construction cost, ranging from 18% by Delmarva Veteran Builders to 25% by GGI Builders.

JAMES H. WILLEY, JR., PE
PETER A. BOZICK, JR., PE
JUDY A. SCHWARTZ, PE
CHARLES M. O'DONNELL, III, PE
W. BRICE FOXWELL, PE
A. REGGIE MARINER, JR., PE
JAMES C. HOAGESON, PE
STEPHEN L. MARSH, PE
DAVID A. VANDERBEEK, PE
ROLAND E. HOLLAND, PE
JASON M. LYTLE, PE
CHRIS B. DERBYSHIRE, PE
W. MARK GARDOCKY, PE
MORGAN H. HELFRICH, AIA
KATHERINE J. MCALLISTER, PE

JOHN E. BURNSWORTH, PE
MICHAEL G. KOBIN, PE
VINCENT A. LUCIANI, PE
ANDREW J. LYONS, JR., PE
W. NICHOLAS LLOYD
AUTUMN J. WILLIS

The values submitted for Add Alternate #3, traffic warning system, were similar for low bidders 2 through 4 at approximately \$75,000 each. Delmarva Veteran Builders submitted a substantially higher value than the other three at \$143,400.

Should ADD Alternate #3 be accepted but Alternates #1 and #2 be rejected, the total bids for the two low bidders calculates as follows:

Whayland Company	\$1,394,900.00
Delmarva Veteran Builders	\$1,407,300.00

We understand that the County is committed to include the traffic warning system in the contract award. Accordingly, we recommend contract award be made to the low bidder Whayland Company in the amount of \$1,394,900.00 based upon the Base Bid plus Add Alternate #3 .

If you have any questions please do not hesitate to call me at 410.742.3115 or contact me via e-mail at mhelfrich@gmbnet.com. Thank you.

Sincerely,



Morgan H. Helfrich, AIA, LEED AP
Senior Project Architect

MHH/sh

Enclosure

EMS 200/Medic 110 Station (GMB 180174-A)

Seaford, DE
 BID TABULATION
 4-Jun-20



FIRM NAME	Addenda Received	BASE BID	P/P BOND PREMIUM	Alternates		
				DEDUCT ALT. #1 Seeding/Mulching	ADD ALT. #2 Prevailing Wage	ADD ALT. #3 Traffic Warning System
1 EDIS (alternates applied)	1,2,3	\$ 1,650,000.00	\$14,243.00	-\$9,870.00 \$1,640,130.00	\$288,289.00 \$1,938,289.00	\$71,505.00 \$1,721,505.00
2 Willow Construction (alternates applied)	1,2,3	\$ 1,465,000.00	\$16,000.00	-\$9,870.00 \$1,455,130.00	\$510,000.00 \$1,975,000.00	\$74,900.00 \$1,539,900.00
3 Conventional Builders (alternates applied)	1,2,3	\$ 1,469,098.00	\$13,000.00	-\$15,000.00 \$1,454,098.00	\$312,000.00 \$1,781,098.00	\$77,000.00 \$1,546,098.00
4 Apex Business Solutions (alternates applied)	1,2,3	\$ 1,615,818.00	\$23,843.00	-\$9,870.00 \$1,605,948.00	\$390,552.00 \$2,006,370.00	\$74,910.00 \$1,690,728.00
5 Amakor (alternates applied)	1,2,3	\$ 1,410,000.00	\$20,000.00	-\$11,500.00 \$1,398,500.00	\$315,000.00 \$1,725,000.00	\$74,900.00 \$1,484,900.00
6 Delmarva Veteran Builders (alternates applied)	1,2,3	\$ 1,263,900.00	\$15,604.00	-\$9,870.00 \$1,254,030.00	\$226,100.00 \$1,490,000.00	\$143,400.00 \$1,407,300.00
7 Regional Builders (alternates applied)	1,2,3	\$ 1,479,857.90	\$18,132.00	-\$2,420.00 \$1,477,437.90	TBD -	\$55,000.00 \$1,534,857.90
8 Bancroft Construction (alternates applied)	1,2,3	\$ 1,909,982.00	\$17,361.00	-\$9,000.00 \$1,900,982.00	\$268,233.00 \$2,178,215.00	\$72,201.00 \$1,982,183.00
9 John Briggs (alternates applied)	1,2,3	\$ 1,562,000.00	\$22,000.00	-\$15,000.00 \$1,547,000.00	\$284,000.00 \$1,846,000.00	\$75,500.00 \$1,637,500.00
10 Whayland Company (alternates applied)	1,2,3	\$ 1,320,000.00	\$15,000.00	-\$10,000.00 \$1,310,000.00	\$287,000.00 \$1,607,000.00	\$74,900.00 \$1,394,900.00
11 Richard Y. Johnson (alternates applied)	1,2,3	\$ 1,374,000.00	\$14,250.00	-\$9,870.00 \$1,364,130.00	\$291,700.00 \$1,665,700.00	\$73,700.00 \$1,447,700.00
12 GGI Builders (alternates applied)	1,2,3	\$ 1,375,000.00	\$13,700.00	-\$7,000.00 \$1,368,000.00	\$350,000.00 \$1,725,000.00	\$75,000.00 \$1,450,000.00

Tax Parcel No. 331-4.00-145.00

Prepared by/Return to:
State of Delaware
Department of Transportation
Traffic Section
169 Brick Store Landing Road
Smyrna, DE 19977

TRAFFIC SIGNAL INSTALLATION AND MAINTENANCE AGREEMENT

THIS TRAFFIC SIGNAL INSTALLATION AND MAINTENANCE AGREEMENT ("Agreement") is made as of this ____ day of _____, 202__, by and between the **Delaware Department of Transportation ("DelDOT")**, an agency of the State of Delaware and Sussex County Council ("**Owner**"), a **Delaware county entity**. DelDOT and Sussex County Council shall also individually be referred to as "**Party**" or collectively as "**Parties**".

WITNESSETH THAT:

WHEREAS, the Parties in the interest of traffic safety are willing to enter into this Agreement to install traffic control signals for medical vehicles on US 13 (Sussex Highway, S003), north and south of Swain Road (S544A) as shown on Exhibit "A". [If an exhibit is available]

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein.

1. Traffic Signal. DelDOT, when justified by an approved engineering study, shall install, operate, maintain, modify and/or remove (collectively "**install and maintain**" or "**installation and maintenance**") a traffic control signal ("**Signal**") on a portion of

Owner's Property as shown on Exhibit "A". The decision as to the need of a signal at a particular location shall be determined by DelDOT in its sole discretion.

2. Design, Operation and Timing. The design, operation, and timing of the installation of the Signal shall all be determined by DelDOT in its sole discretion.
3. DelDOT's Ownership of Equipment. All equipment, components, appurtenances, and accessories necessary for the installation and maintenance of the Signal some of which may be located upon the Owner's Property from time to time shall remain the property of DelDOT.
4. Owner's Waiver of Compensation. The Owner hereby knowingly waives its right to receive compensation in lieu of the benefit to be received pursuant to this agreement and grants to DelDOT the right to enter upon the Owner's Property at the location specified above in order to install and maintain, any components, appurtenances and accessories necessary to the operation of the signal, together with all rights necessary or convenient for the full and complete use and exercise of the rights herein granted, including the right of ingress and egress thereto and there from, for the sole purpose of exercising the aforesaid rights thereof, but subject to all easements and rights of way of record or now in use across the Owner's property.
5. Determination of Pro Rata Share. The Owner shall pay its pro rata share as determined by the Owner's site-generated average daily traffic calculated using the Institute of Transportation Engineer's publication entitled *Trip Generation*, as amended, or by an alternate method of measuring daily traffic flow which has been approved by the DelDOT Development Coordination Section.

The proration shall be of the total cost related to the installation and a one-time fee to cover the long term maintenance costs of the Signal and any additional right-of-way which may need to be acquired in connection with the installation and maintenance of the Signal. The pro-rata share shall also be based on the other developments or projects in the area where the owners and/or developers have also entered into an agreement with DelDOT regarding the Signal.

6. Payment of Pro Rata Share. If the Owner is the only party developing a particular development or project in the area, the Owner entering into this Agreement shall have responsibility for one-hundred percent (100%) of the total cost related to the installation and/or maintenance of the Signal and any additional right-of-way which DelDOT may need to acquire in order to conduct its installation and maintenance as outlined above. Owner shall pay to DelDOT its pro rata share within thirty (30) days of receipt of an invoice from DelDOT or its contractors. Upon completion of the installation, and

depending upon the actual cost, DelDOT shall either submit a supplemental invoice to the Owner for the difference between the estimated total cost and the actual total cost or, upon request by the owner in writing, DelDOT shall reimburse the Owner for any overpayment. Refund requests must be received by DelDOT within 60 days of the completion of the project.

7. Remedies. Each Party shall have all remedies available at law or at equity.

8. Notice. Any notice, request, demand or other communication required or permitted hereunder must be in writing and shall be deemed to have been given, upon receipt or refusal of delivery, if sent by registered or certified mail, postage prepaid, return receipt requested, by hand delivery or by delivery by a courier service. All notices to a Party shall be sent to the addresses set forth below or to such other address or person as such Party may designate by notice to each other Party.

If to (Owner):
Hans Medlarz, County Engineer

Sussex County Council

2 The Circle, PO Box 589

Georgetown, DE 19947

With a copy to (optional):

If to:
Delaware Department of Transportation
Division of Transportation Solutions
800 Bay Road
PO Box 778
Dover, DE 19903
Attn: Assistant Director, Traffic

With a copy to:
Delaware Department of Transportation
800 Bay Road
PO Box 778
Dover, DE 19903
Attn: Legal Counsel

With a copy to:
Delaware Department of Transportation
Division of Transportation Solutions, Right-of-Way
800 Bay Road
PO Box 778
Dover, DE 19903
Attn: Assistant Director, Right-of-Way

9. Recordation. This Agreement shall be recorded in the Office of the Recorder of Deeds in and for New Castle County, Delaware.
10. Delaware Law. This Agreement shall be governed by and be construed in accordance with the laws of the State of Delaware; the Parties shall subject themselves to the jurisdiction and venue of the appropriate court or other forum in New Castle County in the State of Delaware to settle any disputes.
11. Covenants Running with the Property. The covenants set forth in this Agreement shall be covenants running with and binding upon Owner's Property.
12. Binding Nature. The terms and conditions set forth in this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, executors, personal representatives, administrators, successors or assigns.
13. Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either Party.
14. Amendments. This Agreement shall not be modified, changed, or supplemented, nor may any of the obligations and rights be waived, except by a written instrument signed by both Parties.
15. Incorporation. The Preamble and any exhibits referenced in this Agreement shall be incorporated herein as substantive provisions.

[Signature page to follow.]

IN WITNESS WHEREOF, the Parties hereto have affixed their hands and seals as of the day and year aforesaid.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

**DELAWARE DEPARTMENT OF
TRANSPORTATION**

Attest:

Charlanne A. Thornton
Director of Finance

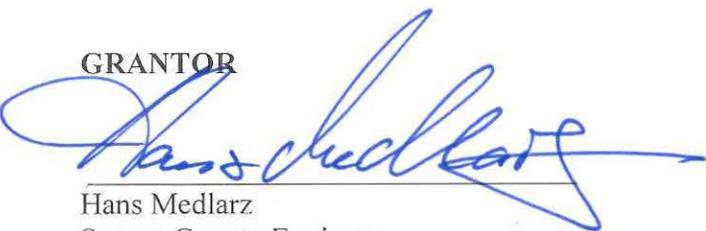
Shante Hastings
Director of Transportation Solutions

Date _____

Date _____



Chris Calio

GRANTOR


Hans Medlarz
Sussex County Engineer

Date: May 21, 2020

Date: May 21, 2020

Concur As To Form:

Annie Cordo,
Deputy Attorney General

STATE OF DELAWARE)
) ss.
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 20____, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, Shante Hastings, Director of Transportation Solutions of the State of Delaware, Department of Transportation, and acknowledged this Agreement to be his/her act and deed, and the act and deed of the said state agency.

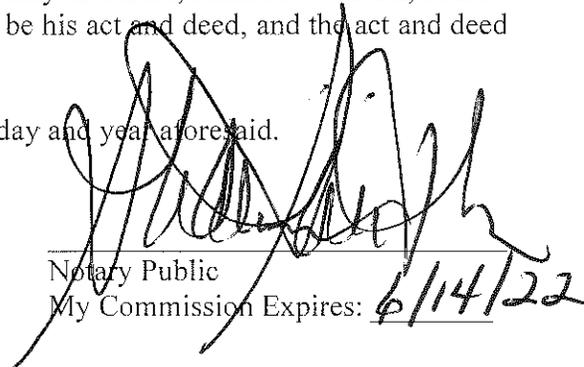
GIVEN under my Hand and Seal of Office, the day and year aforesaid.

Notary Public
My Commission Expires: _____

STATE OF DELAWARE)
) ss.
COUNTY OF SUSSEX)

BE IT REMEMBERED, that on this 21st day of May, 2020, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, Hans M. Medlarz, Sussex County Engineer, and acknowledged this Agreement to be his act and deed, and the act and deed of the said County.

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



Notary Public
My Commission Expires: 6/14/22

SHARON E. SMITH
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires on 6/14/22

ENGINEERING DEPARTMENT

ADMINISTRATION	(302) 855-7718
AIRPORT & INDUSTRIAL PARK	(302) 855-7774
ENVIRONMENTAL SERVICES	(302) 855-7730
PUBLIC WORKS	(302) 855-7703
RECORDS MANAGEMENT	(302) 854-5033
UTILITY ENGINEERING	(302) 855-7717
UTILITY PERMITS	(302) 855-7719
UTILITY PLANNING	(302) 855-1299
FAX	(302) 855-7799



Sussex County

DELAWARE
sussexcountyde.gov

HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

Memorandum

TO: Sussex County Council
The Honorable Michael H. Vincent, President
The Honorable Irwin G. Burton III, Vice President
The Honorable Douglas B. Hudson
The Honorable John L. Rieley
The Honorable Samuel R. Wilson, Jr.

FROM: Hans Medlarz, P.E., County Engineer

RE: *Professional Environmental Services Project 19-05
Inland Bays and the Sussex Portion of the Chesapeake Bay Watersheds
Approval of 2nd Revision to Amendments No. 1, 2 and RK&K's Base
Engineering Agreement*

DATE: June 23, 2020

Sussex County's five (5) year capital projects plan, as approved in the FY 20 Capital Budget, contains projects requiring specialized environmental engineering services. After approval of the scope of services as well as the selection committee by the Administrator a Request for Proposals was advertised in May of 2018. On September 11, 2018 County Council approved the selection of RK&K to provide environmental services under a base contract, in the amount of \$250,000 for two components; (i) implementation of the County's Water Quality Enhancement Program and (ii) design of "constructed wetlands" at the Inland Bays Regional Wastewater Facility.

On February 26, 2019, Council approved three (3) additional tasks under Amendment Nos. 1-3 with an initial budget of \$100,000. Amendment No.1 covered specialized assistance to the Sussex County's Working Group on buffers. Amendment No. 2 aimed to develop a stormwater management plan for the southern drainage basin (Eli Walls Tax Ditch) of the Coastal Airport to cover future expansion of impervious areas in that basin, including the associated Water Quality Offsets/Banking credit development. Amendment No. 3 was associated with the Statewide Community Water Quality Improvement project within Delaware's portion of the Chesapeake Bay watershed. The project funding, previously allocated through the Western Sussex Sewer District Area expansion project, was transferred to the Sussex Conservation District after they received additional funding through the EPA's Chesapeake Bay Program using the County's funds as match. The initial funding covered the preliminary design and credit scheme development for the Bridgeville Branch Project from North Main Street to Route-13.



On October 8, 2019 Council approved revised budgets for Amendments Nos 1-3 in the overall not to exceed amount of \$237,700. For Amendment No. 1 it continued the specialized assistance to the Sussex County's Working Group on buffers beyond the definition phase towards a draft ordinance covering in accordance with the outline presented to Council on September 10, 2019. Under Amendment No. 2 the increase provided for FAA compliant contract documents for a remediation project in the Eli Walls Tax. The goal was to cover future expansion of impervious areas in that drainage basin under the pending Water Quality Offsets/Banking Program. For Amendment No. 3 it covered final construction documents for the Bridgeville Branch Project, as well as detailed documentation of the water quality credits under the County's proposed program.

The Engineering Department and the Administration are now requesting Council's approval of the 2nd revision to the budgets of Amendment Nos. 1 & 2 as well as the Base Contract in the not to exceed amount of \$75,000 as per the attached breakdown. Under the Base Contract the consultant in coordination with the Engineering Department had submitted in December of 2019 the draft program documentation to DNREC after a series of meetings. DNREC staff is awaiting the Secretary's final guidance on the draft. Once received they are prepared to distribute comments/revisions to the County's program documents. DNREC appears generally in agreement with stormwater banking side however the TMDL/nutrient banking will need additional work which will be covered under this 2nd revision.

For Amendment No. 1, the revision will cover the following tasks:

- Assistance in finalizing the Working Group presentation for the pending workshop.
- Attendance in the workshop with staff will probably lead the presentation.
- Review of the ordinance that will be introduced for the public hearings.

Under Amendment No. 2, the increase will fund additional topographic survey and wetland delineation services required to complete the construction documents.



June 5, 2020

Hans Medlarz, P.E.
Sussex County Engineer
Engineering Administration
Sussex County Engineering Department
2 The Circle
P.O. Box 589
Georgetown, Delaware 19947

**Reference: Professional Environmental Services
for Inland Bays/Sussex County Portion of Chesapeake Bay Watershed**

Dear Mr. Medlarz:

Rummel, Klepper & Kahl, LLP (RK&K) appreciates the opportunity to continue our work with Sussex County under the Professional Environmental Services for Inland Bays/Sussex County Portion of Chesapeake Bay Watershed project. Based on our discussions with you, RK&K's new services will include work under the following tasks:

- IBRWF Environmental Engineering Services;
- Amendment 1 - Wetland Buffer Workgroup; and
- Amendment 2 - Georgetown Airport SWM Improvements.

Based on the attached Scope of Services and Fee Schedule, we propose the sum of all tasks to be equal to, or less than, a contract amount of \$75,000.00. Invoices will be prepared based on actual direct salary costs plus our audited office overhead. If you have any questions, please contact Bruce Jones at (302) 468-4881.

Sincerely,
Rummel, Klepper & Kahl, LLP

Bruce W. Jones, PE
Senior Manager

Attachments



**Professional Engineering Services
for the Inland Bay/Sussex County Portion of the Chesapeake Bay Watershed
2020 Contract
Fee Schedule**

		Contract Fee Budget	Expended to Date	Contract Fee Remaining	Requested Fee (New Amendments)
Base Contract	IBRWF Environmental Engineering Services*	\$222,000.00	\$219,972.16	\$2,027.84	\$35,000.00
Amendment 1	Wetland Buffer Workgroup	\$128,000.00	\$122,820.63	\$5,179.37	\$20,000.00
Amendment 2	Georgetown Airport SWM Improvements	\$115,400.00	\$95,012.88	\$20,387.12	\$20,000.00
Amendment 3	Bridgeville Branch Restoration	\$122,300.00	\$122,047.52	\$252.48	\$0.00
		\$587,700.00	\$559,853.19	\$27,846.81	\$75,000.00

* includes banking and IBRWF & Governance/Banking

SCOPE OF WORK FOR PROFESSIONAL ENVIRONMENTAL SERVICES FOR THE INLAND BAYS AND THE SUSSEX COUNTY PORTION OF THE CHESAPEAKE BAY WATERSHEDS

RK&K will perform the services as described below, for Professional Environmental Services in the Inland Bays and the Sussex County Portion of the Chesapeake Bay Watersheds. The cost for this scope of services shall be on a time and materials basis, in the amount not exceed **seventy five thousand dollars (\$75,000.00)**.

IBRWF Environmental Engineering Services Governance-Banking - Phase II

Task 1. Additional Strategy Meetings: Review of DNREC Comments on Agreements

RK&K staff will meet with Sussex County to confirm goals, preferred approaches, potential challenges, and opportunities upon receipt of DNREC comments regarding the previously submitted Draft Agreements. The purpose of these meetings will be to provide RK&K guidance needed to develop the recommended plan and presentation for meetings with DNREC and development of Final Agreement documents.

Task 2. Meetings/Coordination with DNREC: Review of Agreements

RK&K will prepare for and attend two meetings with DNREC and Sussex County to review draft agreement comments and negotiate terms. RK&K will coordinate with DNREC liaison during this period. It is anticipated that Final agreements can be prepared for execution after comments from these meetings have been incorporated.

Task 3. IRT Coordination

Due to the unique nature of the Compensatory Mitigation Bank, RK&K will schedule, prepare for, and attend a separate meeting with the IRT to explore the potential for the Umbrella Mitigation Banking Instrument. A formal Prospectus will not be prepared but rather background information on the Sussex County Clean Water Enhancement Program and a summary of at least one restoration site that may be included in the bank. This task is meant to explore the appetite of the agencies for the bank before too much effort is put into documents and designs.

Assumptions

The following primary assumptions were made in developing this scope of services:

- Revisions to the agreements assume minor edits from DNREC.
- DNREC will be providing consolidated comments after meeting with DNREC Secretary.
- At this time edits DNREC are only expected for the Stormwater Bank and Stormwater District.
- DNREC will make available designated staff throughout the course of the project schedule. The scope of services and level of effort may need to be amended after key noted milestones as the program develops.

Amendment 1 - Wetland Buffer Workgroup – Phase III

Task 1: Workshop Support and Ordinance Revisions

1. RK&K will provide assistance finalizing the WBWG power point that will be used for the Workshop.
 - a. Prepare a Draft Presentation for Sussex County review
 - b. Prepare several illustrations/graphics depicting several Incentive Concepts proposed in the draft ordinance
 - c. Update existing graphics prepared for previous presentation to County Council
 - d. Finalize the presentation after Sussex staff review
 - e. Sussex staff will review the presentation and provide consolidated comments
2. RK&K will provide assistance preparing for the workshop.
 - a. Team calls/meeting to assign presenters topics and discuss messaging
 - b. Assist with workshop strategies
 - c. Sussex County will take care of logistics for the meeting – location, handouts, invitations, etc.
3. RK&K staff will attend and participate in the Joint Council/P&Z Commission Workshop.
 - a. Sussex staff will lead the presentation.
 - b. RK&K staff may be assigned elements of the presentation
 - c. RK&K staff to attend the Workshop. Assume the workshop will be a full day and Lead Facilitator and Assistant Facilitator will attend.
4. RK&K to provide assistance reviewing the ordinance that will be introduced for the public hearings.
 - a. Review draft language based on workshop comments
 - b. Participate in calls/meetings to discuss strategy to finalize the ordinance and to resolve any necessary areas of refinement for the ordinance
 - c. Sussex County Council to lead ordinance text revisions

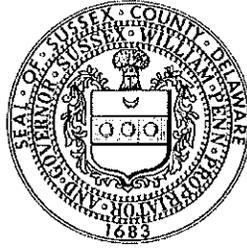
RK&K assistance with Public Hearings with County Council and Planning and Zoning Commission may be required and will be evaluated after the completion of the Workshop. The need for additional budget will be evaluated at that time and will be based on budget remaining and potential support needed by Sussex County to finalize the ordinance and review process. This support could include preparation of presentations for the hearings, attendance/presentation at the hearings, and final revisions to the ordinance after the hearings.

Amendment 2 - Georgetown Airport SWM Improvements

Additional topographic survey and wetland delineation services.

ENGINEERING DEPARTMENT

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Sussex County

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HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

JOHN J. ASHMAN
DIRECTOR OF UTILITY PLANNING

Proposed Cherry Walk Expansion of the Sussex County Unified Sanitary Sewer District

PERMISSION TO POST FACT SHEET

- Expansion of the Sussex County Unified Sanitary Sewer District (Angola Neck Area)
- Includes parcels in the community known as Cherry Walk & Hollywood along Cherry Walk Drive & David Drive
- When the Engineering Department presented the Cherry Creek Valley annexation to County Council several residents from the Cherry Walk/Hollywood area spoke before council requesting more information the ability to be annexed.
- County Council approved the Cherry Creek Valley annexation and charged the Engineering Department with sending another polling letter to those parcels who had not responded.
- The Engineering sent a 3rd polling letter to the area requesting a response from the residents.
- All total we have 14 in favor and 11 not at this time and 6 that never responded.
- The Engineering Department would like to request permission to prepare and post notices for a Public Hearing on the annexation of the area.



Permission to Prepare and Post Notices Cherry Walk

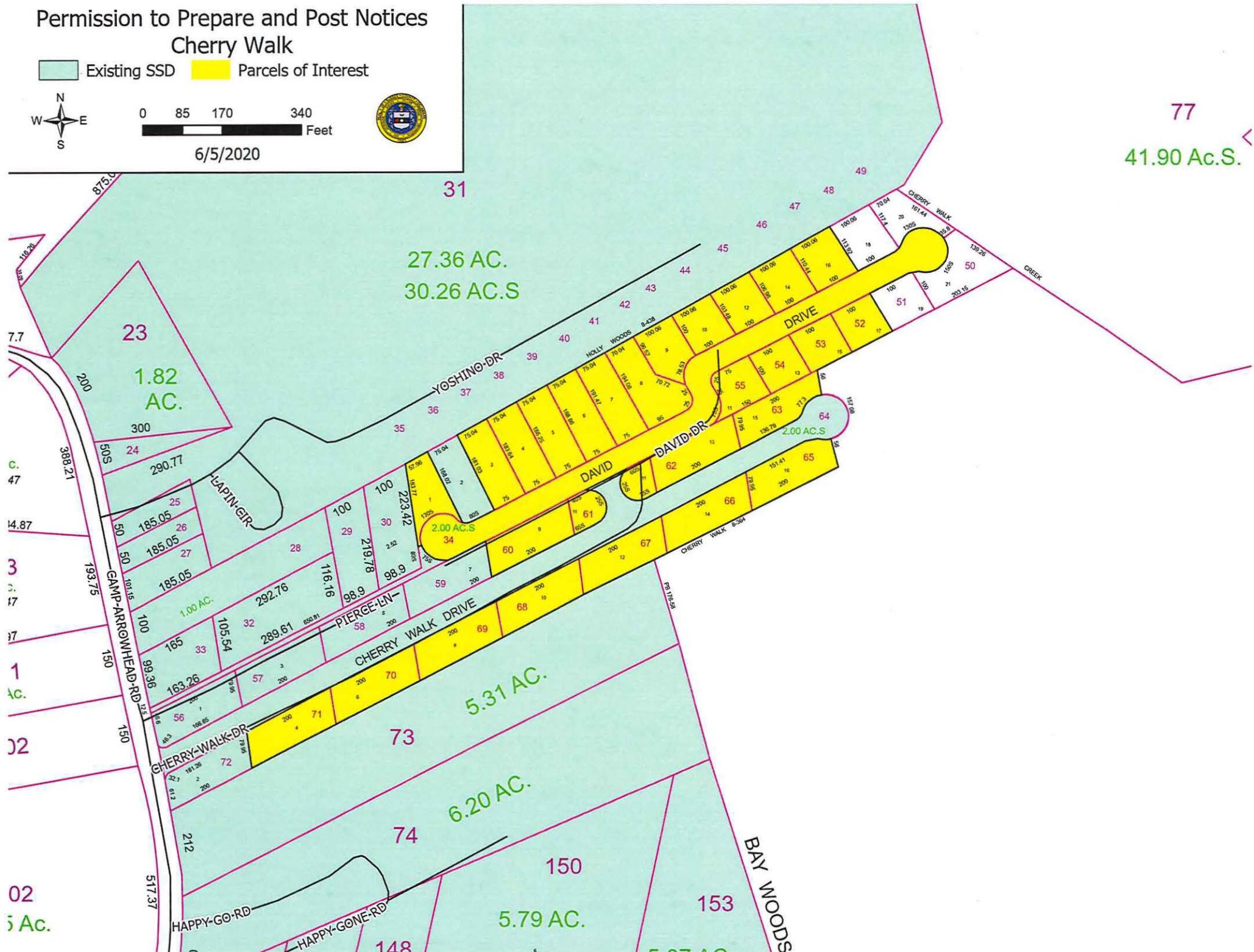
Existing SSD Parcels of Interest



0 85 170 340
Feet



6/5/2020



77
41.90 Ac.S. <

ENGINEERING DEPARTMENT

ADMINISTRATION (302) 855-7718
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Sussex County

DELAWARE

sussexcountyde.gov

HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

JOHN J. ASHMAN
DIRECTOR OF UTILITY PLANNING

March 3, 2020

REF: SUSSEX COUNTY UNIFIED SANITARY SEWER DISTRICT CHERRY WALK AREA INTEREST IN CENTRAL SEWER SERVICE

Dear Property Owner:

The Engineering Department recently held a Public Hearing for the Cherry Creek Valley Expansion of the Sussex County Unified Sanitary Sewer District. Several polling letters have been previously sent to this area with mixed results. Several property owners appeared at the public hearing with questions as to why the County does not just include the entire community. We attempt to adjust the boundary based on the requests and the ability to serve. County Council has directed the Engineering Department to request your response to central sewer service for the remainder of Cherry Walk once more.

If you select that you request to be included in the current project the following is a list of potential costs.

System Connection Charge (Impact Fee)	\$0.00
Annual Service Charge	\$286.00 (Current Rate)
Annual Assessment charge (30 years)	\$540.00
Private Plumber Connection	\$1500.00 (Estimate)

Please indicate your preference below by checking the statement which applies. Print and sign your name, provide your tax map & parcel number (**if known**) and your address and return to Sussex County Engineering Department. Fax copies will also be accepted at (302) 854-5391.

_____ I wish to be included at this time

_____ I decline to be included at this time *

*If you decline at this time and require a connection in the future there will be an annexation fee charged, currently \$500.00 for parcels under 2 acres and the System Connection charge (currently \$6,360.00) will be required.



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

Name: **(PRINT)** _____ Signature: _____

Parcel #: _____ Address: _____

If you have any questions, please contact our office at (302) 855-1299.

Sincerely,

SUSSEX COUNTY ENGINEERING DEPARTMENT



John J. Ashman
Director of Utility Planning



SUSSEX COUNTY GOVERNMENT

GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: Clear Space Theatre Company

PROJECT NAME: COVID RELIEF

FEDERAL TAX ID: 201712916 NON-PROFIT: YES NO

DOES YOUR ORGANIZATION OR ITS PARENT ORGANIZATION HAVE A RELIGIOUS AFFILIATION?

YES NO *IF YES, FILL OUT SECTION 3B.

ORGANIZATION'S MISSION: Our Mission: To inspire audiences, artists, and students by providing high-quality performances and educational experiences.

ADDRESS: 20 Baltimore Ave

Rehoboth Beach DE 19966
(CITY) (STATE) (ZIP)

CONTACT PERSON: Stephanie Whitcomb

TITLE: Director of Development

PHONE: 302-227-2270 EMAIL: stephanie@clearspacetheatre.org

TOTAL FUNDING REQUEST: \$1,500

Has your organization received other grant funds from Sussex County Government in the last year? YES NO

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

If you are asking for funding for building or building improvements, do you own the building in which the funding will be used for? YES NO

Are you seeking other sources of funding other than Sussex County Council? YES NO

If YES, approximately what percentage of the project's funding does the Council grant represent? 1.9%

SECTION 2: PROGRAM DESCRIPTION

PROGRAM CATEGORY (choose all that apply)

- | | | |
|--|--|---|
| <input type="checkbox"/> Fair Housing | <input type="checkbox"/> Health and Human Services | <input checked="" type="checkbox"/> Cultural |
| <input type="checkbox"/> Infrastructure ¹ | <input checked="" type="checkbox"/> Other <u>Performing Arts</u> | <input checked="" type="checkbox"/> Educational |

BENEFICIARY CATEGORY

- | | | |
|---|---|-----------------------------------|
| <input type="checkbox"/> Disability & Special Needs | <input type="checkbox"/> Victims of Domestic Violence | <input type="checkbox"/> Homeless |
| <input type="checkbox"/> Elderly Persons | <input type="checkbox"/> Low to Moderate Income ² | <input type="checkbox"/> Youth |
| <input type="checkbox"/> Minority | <input checked="" type="checkbox"/> Other <u>Sussex County residents and visitors</u> | |

BENEFICIARY NUMBER

Approximately the total number of Sussex County Beneficiaries served annually by this program:
\$21,000

SECTION 3: PROGRAM SCOPE

- A. Briefly describe the program for which funds are being requested. The narrative should include the need or problem to be addressed in relation to the population to be served or the area to benefit.

Clear Space primarily serves Sussex County, with the majority of our students and patrons from Rehoboth, Lewes, Millsboro, Milton, Milford, Georgetown, and Bethany/Ocean View. Visitors from our of state also attend programs at Clear Space.

Clear Space Theatre is the only professional theatre in Sussex County that has a year-round season of live theatre and theatre education.

If Clear Space is awarded the requested \$1,500 from Sussex County Council, the award will help cover a portion of the program expenses for the summer/fall season. The expectations are that ticket sales will resume shortly, however since we are opening later and will be selling less tickets the impact on our financial situation will remain dire. This award will help with the estimated \$77,000 estimated loss in ticket revenue this year.

Clear Space has not stopped the planning for the summer and fall programs. We understand the loss we we will have due to less ticket sales, however the programs will remain at the high standards Clear Space is known for. Summer reperory actors are under contract to start rehearsals on June 15th, set, costume, light and sound design have begun. Our summer camp program materials are arriving and plans are being created.

Clear Space is committed to serving our community with high quality live theatre and theatre education. We will lose revenue, however the bigger loss by not opening at all would be to the community. In the summer of 2019, we had are biggest audience ever and over 21,000 total patrons in 2019. Our student population in the Arts Institute is over 600, limited only by the amount of space.

B. IF RELIGIOUS AFFILIATION WAS CONFIRMED ABOVE IN SECTION 1, PLEASE FILL OUT THE FOLLOWING SECTION. IF RELIGIOUS AFFILIATION WAS NOT CHECKED IN SECTION 1, THIS SECTION MAY BE LEFT BLANK.

A faith-based nonprofit organization is eligible to receive and apply for a grant on the same basis as other nonprofit organizations, with respect to programs which are eligible. In the selection of grantees, the County will not discriminate for or against an organization on the basis of the organization's religious characterization or affiliation. However, certain requests to utilize funding for programs with religious purposes may not be eligible due to constitutional principles of the United States and/or the State of Delaware.

Briefly describe the components of the program that involve religious purposes and the components that involve secular purposes, or non-religious purposes. If both non-religious and religious purposes are involved in the program, this narrative must include the specific actions that will be implemented in order to ensure that the funding is solely used for non-religious purposes and will not be used to advance or inhibit religious or faith-based activities.

After the awarded funds have been made, receipts of the non-religious purchases shall be submitted in accordance with Section 5 below before funds will be disbursed.

n/a

SECTION 4: BUDGET

REVENUE	
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	
TOTAL REVENUES	740,277.00
EXPENDITURES	
Please enter the total projected budget for the project (not entire organization expense if not applicable to request). Example of expenditure items: PERSONNEL-one lump sum that would include benefits, OPERATING COSTS-supplies, equipment, rent/lease, insurance, printing telephone, CONSTRUCTION/ACQUISITION-acquisition, development, rehab hard cost, physical inspections, architectural engineering, permits and fees, insurance, appraisal. (Put amounts in as a negative)	
Total Salary Payroll	-\$ 244,026.00
Operating/Program Costs	-\$ 573,985.00
TOTAL EXPENDITURES	-\$ 818,011.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	-\$ 77,734.00

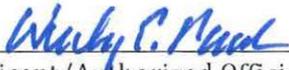
SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the Clear Space Theatre Company agrees that:
(Name of Organization)

- 1) For non-religious organizations, all expenditures must have adequate documentation and must be expended within one (1) year of receipt of award funds. The funding awarded to the organization must be used in substantial conformity with the anticipated expenditures set forth in the submitted application. All accounting records and supporting documentation shall be available for inspection by Sussex County within thirty (30) days after the organization's expenditure of the awarded funding, or within one year after the receipt of the awarded funds, whichever first occurs.
- 2) For religious organizations, all accounting records and supporting documentation shall be provided for inspection by Sussex County after the award has been made by County Council but before the funding is released.
- 3) No person, on the basis of race, color, or national origin, should be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under the program or activity funded in whole or in part by these Grant funds.

SECTION 5: STATEMENT OF ASSURANCES (continued)

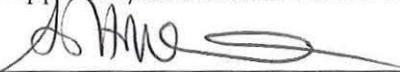
- 4) All information and statements in this application are accurate and complete to the best of my information and belief.
- 5) All funding will benefit only Sussex County residents.
- 6) All documents submitted by the applicant are defined as public documents and available for review under the Freedom of Information Act of the State of Delaware.
- 7) All funding will be used exclusively for secular purposes, i.e., non-religious purposes and shall not be used to advance or inhibit religious purposes.
- 8) **In the event that the awarded funding is used in violation of the requirements of this grant, the awarded funding shall be reimbursed to Sussex County within a timeframe designated by Sussex County by written notice.**



Applicant/Authorized Official Signature



Date



Witness Signature



Date

Completed application can be submitted by:

Email: gjennings@sussexcountyde.gov

Mail: Sussex County Government
Attention: Gina Jennings
PO Box 589
Georgetown, DE 19947

SUSSEX COUNTY COUNCIL NON-PROFIT GRANT PROGRAM
GUIDELINES FOR SUBMITTAL AND AFFIDAVIT OF UNDERSTANDING

The Sussex County Council makes available a limited amount of funding to non-profit organizations that serve the citizens of Sussex County. Each application for funding shall be evaluated by Sussex County administrative staff and shall be subject to final approval from Sussex County Council.

In the attached application, each organization must outline its intended uses for the awarded funding and provide a detailed breakdown of the expenses and costs for such uses. Any funding awarded to the organization must be used in substantial conformity with anticipated expenditures of the submitted application.

All expenditures must have adequate documentation and must be expended within one (1) year of award of funds.

For non-religious organizations, all accounting records and supporting documentation shall be available for inspection by Sussex County within thirty (30) days after the organization's expenditure of the awarded funding, or within one year after the receipt of the awarded funds, whichever first occurs.

For religious organizations, all accounting records and supporting documentation shall be provided for inspection by Sussex County after the award has been made by County Council but before funding is released. Grant is relinquished if supporting documentation is not provided within one year of County Council award.

Certain programs are not eligible for funding pursuant to United States Constitution and State of Delaware Constitution. Those constitutional principles prohibit the use of funding to advance or inhibit religious activities. By signing below, the organization acknowledges that the funding shall be used exclusively for secular purposes, i.e., non-religious purposes and shall not be used to advance or inhibit religious activities.

In the event that such funding is used in violation of the requirements and assurances contained in this grant application, the awarded funding shall be reimbursed to Sussex County within a timeframe designated by Sussex County by written notice.

I acknowledge and represent on behalf of the applicant organization that I have read and understand the above statements.



Applicant/Authorized Official Signature



Witness Signature

Executive Director

Title



Date

Hudson
6/8/2020



SUSSEX COUNTY GOVERNMENT

GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: **Millsboro Historical Society**
PROJECT NAME: **Jacob Godwin School**
FEDERAL TAX ID: **51-0313038** NON-PROFIT: YES NO

DOES YOUR ORGANIZATION OR ITS PARENT ORGANIZATION HAVE A RELIGIOUS AFFILIATION?

YES NO *IF YES, FILL OUT SECTION 3B.

ORGANIZATION'S MISSION: The mission of the Millsboro Historical Society is to sponsor the Jacob Godwin School project for the public to visit and witness what the educational setting looked like dating back to 1896.

*as to the educ setting back in the
1800's
Hollamers on the site*

ADDRESS: **Millsboro Historical Society**
23235 Godwin School Road
Millsboro Delaware 19966
(CITY) (STATE) (ZIP)

CONTACT PERSON: **Margaret Mitchell**
TITLE: **Vice President**
PHONE: **302-362-0741** EMAIL: *302-934-6820*

TOTAL FUNDING REQUEST: \$6,000.00

Has your organization received other grant funds from Sussex County Government in the last year? YES NO

If YES, how much was received in the last 12 months? **\$6,000.00**

If you are asking for funding for building or building improvements, do you own the building in which the funding will be used for? YES NO

Are you seeking other sources of funding other than Sussex County Council? YES NO

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

SECTION 2: PROGRAM DESCRIPTION

PROGRAM CATEGORY (choose all that apply)

Fair Housing
Infrastructure¹

Health and Human Services
Other

■ Cultural
■ Educational

BENEFICIARY CATEGORY

Disability & Special Needs
Elderly Persons
Minority

Victims of Domestic Violence
Low to Moderate Income²
■ Other All

Homeless
Youth

BENEFICIARY NUMBER

Approximately the total number of Sussex County Beneficiaries served annually by this program:
Godwin School is

SECTION 3: PROGRAM SCOPE

- A. Briefly describe the program for which funds are being requested. The narrative should include the need or problem to be addressed in relation to the population to be served or the area to benefit.

With the continued financial support of the Sussex County Council for many years, Godwin School has been able to make many improvements since its founding in 1936 to being approved for placement on the National Register of Historical Places on July 16, 2018.

1896 which enabled us to be placed on the Nat'l

Over the past year with County funds we were able to accomplish the following:

- (1) Install a security system - \$400 annually
- (2) Insure the building and contents - \$1350 annually
- (3) Trim aged trees and maintain - \$1800
- (4) Add topsoil and level the grounds for spring clean-up - \$1936
- (5) Replace needed exterior boards - \$1700
- (6) Termite control - \$100 annually
- (7) Electric costs - \$480 annually

We appreciate your consideration of our request and if accepted can be forwarded to:

Margaret Mitchell, Vice President
28499 Conaway Road
Georgetown, DE 19947

This grant money will then be turned over to Art Cathell, treasurer of the Godwin School finances.

B. IF RELIGIOUS AFFILIATION WAS CONFIRMED ABOVE IN SECTION 1, PLEASE FILL OUT THE FOLLOWING SECTION. IF RELIGIOUS AFFILIATION WAS NOT CHECKED IN SECTION 1, THIS SECTION MAY BE LEFT BLANK.

A faith-based nonprofit organization is eligible to receive and apply for a grant on the same basis as other nonprofit organizations, with respect to programs which are eligible. In the selection of grantees, the County will not discriminate for or against an organization on the basis of the organization's religious characterization or affiliation. However, certain requests to utilize funding for programs with religious purposes may not be eligible due to constitutional principles of the United States and/or the State of Delaware.

Briefly describe the components of the program that involve religious purposes and the components that involve secular purposes, or non-religious purposes. If both non-religious and religious purposes are involved in the program, this narrative must include the specific actions that will be implemented in order to ensure that the funding is solely used for non-religious purposes and will not be used to advance or inhibit religious or faith-based activities.

After the awarded funds have been made, receipts of the non-religious purchases shall be submitted in accordance with Section 5 below before funds will be disbursed.

(N/A)

SECTION 4: BUDGET

REVENUE	
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	
TOTAL REVENUES	
EXPENDITURES	
Please enter the total projected budget for the project (not entire organization expense if not applicable to request). Example of expenditure items: PERSONNEL-one lump sum that would include benefits, OPERATING COSTS-supplies, equipment, rent/lease, insurance, printing telephone, CONSTRUCTION/ACQUISITION-acquisition, development, rehab hard cost, physical inspections, architectural engineering, permits and fees, insurance, appraisal. (Put amounts in as a negative)	
Lawn Care & Grass Cutting	\$2,200.00
Spring grounds clean up	600.00
Security System	400.00
Insurance	1,350.00
Electric	480.00
Open House Costs	270.00
Other miscellaneous costs	700.00
TOTAL EXPENDITURES	\$ 600.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	\$ 600.00

SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the **Millsboro Historical Society** agrees that:
(Name of Organization)

- 1) For non-religious organizations, all expenditures must have adequate documentation and must be expended within one (1) year of receipt of award funds. The funding awarded to the organization must be used in substantial conformity with the anticipated expenditures set forth in the submitted application. All accounting records and supporting documentation shall be available for inspection by Sussex County within thirty (30) days after the organization's expenditure of the awarded funding, or within one year after the receipt of the awarded funds, whichever first occurs.
- 2) For religious organizations, all accounting records and supporting documentation shall be provided for inspection by Sussex County after the award has been made by County Council but before the funding is released.
- 3) No person, on the basis of race, color, or national origin, should be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under the program or activity funded in whole or in part by these Grant funds.

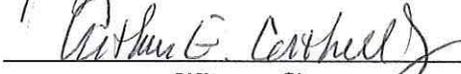
SECTION 5: STATEMENT OF ASSURANCES (continued)

- 4) All information and statements in this application are accurate and complete to the best of my information and belief.
- 5) All funding will benefit only Sussex County residents.
- 6) All documents submitted by the applicant are defined as public documents and available for review under the Freedom of Information Act of the State of Delaware.
- 7) All funding will be used exclusively for secular purposes, i.e., non-religious purposes and shall not be used to advance or inhibit religious purposes.
- 8) **In the event that the awarded funding is used in violation of the requirements of this grant, the awarded funding shall be reimbursed to Sussex County within a timeframe designated by Sussex County by written notice.**



Applicant/Authorized Official Signature

Date *June 1, 2020*



Witness Signature

Date *MAY 31, 2020*

Completed application can be submitted by:

Email: gjennings@sussexcountyde.gov

Mail: Sussex County Government
Attention: Gina Jennings
PO Box 589
Georgetown, DE 19947

SUSSEX COUNTY COUNCIL NON-PROFIT GRANT PROGRAM
GUIDELINES FOR SUBMITTAL AND AFFIDAVIT OF UNDERSTANDING

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In the attached application, each organization must outline its intended uses for the awarded funding and provide a detailed breakdown of the expenses and costs for such uses. Any funding awarded to the organization must be used in substantial conformity with anticipated expenditures of the submitted application.

All expenditures must have adequate documentation and must be expended within one (1) year of award of funds.

For non-religious organizations, all accounting records and supporting documentation shall be available for inspection by Sussex County within thirty (30) days after the organization's expenditure of the awarded funding, or within one year after the receipt of the awarded funds, whichever first occurs.

For religious organizations, all accounting records and supporting documentation shall be provided for inspection by Sussex County after the award has been made by County Council but before funding is released. Grant is relinquished if supporting documentation is not provided within one year of County Council award.

Certain programs are not eligible for funding pursuant to United States Constitution and State of Delaware Constitution. Those constitutional principles prohibit the use of funding to advance or inhibit religious activities. By signing below, the organization acknowledges that the funding shall be used exclusively for secular purposes, i.e., non-religious purposes and shall not be used to advance or inhibit religious activities.

In the event that such funding is used in violation of the requirements and assurances contained in this grant application, the awarded funding shall be reimbursed to Sussex County within a timeframe designated by Sussex County by written notice.

I acknowledge and represent on behalf of the applicant organization that I have read and understand the above statements.

Margaret A. Mitchell
Applicant/Authorized Official Signature

Vice President
Title

Arthur E. Costello
Witness Signature

May 31, 2020
Date



SUSSEX COUNTY GOVERNMENT

GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: Mid-Atlantic Symphony Orchestra
PROJECT NAME: 2020-21 Concert Performances through Live Streaming
FEDERAL TAX ID: 52-2038928 NON-PROFIT: YES NO

DOES YOUR ORGANIZATION OR ITS PARENT ORGANIZATION HAVE A RELIGIOUS AFFILIATION?

YES NO *IF YES, FILL OUT SECTION 3B.

ORGANIZATION'S MISSION: The mission of the Mid-Atlantic Symphony Orchestra is to enrich the Mid-Atlantic region through the power of symphonic music.

ADDRESS: P.O. Box 3381
Easton MD 20601
(CITY) (STATE) (ZIP)

CONTACT PERSON: Diane Dee
TITLE: MSO Board Vice-President
PHONE: 302-541-0911 EMAIL: deedm2002@yahoo.com

TOTAL FUNDING REQUEST: \$2,500

Has your organization received other grant funds from Sussex County Government in the last year? YES NO

If YES, how much was received in the last 12 months? \$1,000

If you are asking for funding for building or building improvements, do you own the building in which the funding will be used for? YES NO

Are you seeking other sources of funding other than Sussex County Council? YES NO

If YES, approximately what percentage of the project's funding does the Council grant represent? 25

SECTION 2: PROGRAM DESCRIPTION

PROGRAM CATEGORY (choose all that apply)

- | | | |
|--|--|--|
| <input type="checkbox"/> Fair Housing | <input type="checkbox"/> Health and Human Services | <input checked="" type="checkbox"/> Cultural |
| <input type="checkbox"/> Infrastructure ¹ | <input type="checkbox"/> Other _____ | <input type="checkbox"/> Educational |

BENEFICIARY CATEGORY

- | | | |
|---|--|-----------------------------------|
| <input type="checkbox"/> Disability & Special Needs | <input type="checkbox"/> Victims of Domestic Violence | <input type="checkbox"/> Homeless |
| <input type="checkbox"/> Elderly Persons | <input type="checkbox"/> Low to Moderate Income ² | <input type="checkbox"/> Youth |
| <input type="checkbox"/> Minority | <input checked="" type="checkbox"/> Other <u>All Ages</u> | |

BENEFICIARY NUMBER

Approximately the total number of Sussex County Beneficiaries served annually by this program:

1,500

SECTION 3: PROGRAM SCOPE

- A. Briefly describe the program for which funds are being requested. The narrative should include the need or problem to be addressed in relation to the population to be served or the area to benefit.

The Mid-Atlantic Symphony Orchestra (MSO) is a regional company of professional musicians of the highest caliber dedicated to keeping the orchestral art form alive and active in the Mid-Atlantic region. We perform a repertoire of classical and modern compositions in venues across the area and have become an integral part of the cultural life on the Eastern Shore and in Sussex County. The MSO is the only professional orchestra presenting a season subscription series each year in this region. The MSO season includes five concerts give at each of our three venues in Ocean View, DE, and Ocean Pines and Easton, MD, plus special annual performances in Fenwick Island and Lewes. More than 1,500 people attend MSO concerts annually in Sussex County. Our audiences are most appreciative of the fact that they have a professional orchestra available locally, at a reasonable cost, so they do not have to travel to a major city to hear quality classical music.

In December, 2019, the MSO performed at Cape Henlopen High School to terrific reviews. Subsequently, a group of volunteer ambassadors from the Lewes and Rehoboth area, one of whom is now a member of the MSO Board, took it upon themselves to organize a volunteer advisory board to develop plans to perform 3 concerts in this area during the 2020-2021 season, in addition to our regular MSO concerts performed in the Ocean View area.

Due to developments resulting from the COVID-19 pandemic, the MSO is being forced to reconsider our plans for the coming season. We have developed our normal concert performance schedule, but we have also made plans to live stream the concerts for patrons in the event that in-person concerts cannot occur. The MSO is this community's only professional symphony orchestra, and our concerts and outreach programs provide a vital cultural service. In order to maintain the level of excitement that was generated last year; to increase the MSO presence in these two Sussex County communities; and to make certain that our concerts remain available to all of our patrons in all venues, the MSO will present all 2020-21 concert performances in live stream, regardless of whether we are able to also perform in front of live audiences. This will allow vulnerable patrons to view concerts without having to risk their health. The MSO has already contracted with technicians to arrange for the streaming. The total cost for the live streaming for concerts shown in Sussex County - which includes expenses for technical expertise, marketing, and production - will be \$10,000.

B. IF RELIGIOUS AFFILIATION WAS CONFIRMED ABOVE IN SECTION 1, PLEASE FILL OUT THE FOLLOWING SECTION. IF RELIGIOUS AFFILIATION WAS NOT CHECKED IN SECTION 1, THIS SECTION MAY BE LEFT BLANK.

A faith-based nonprofit organization is eligible to receive and apply for a grant on the same basis as other nonprofit organizations, with respect to programs which are eligible. In the selection of grantees, the County will not discriminate for or against an organization on the basis of the organization's religious characterization or affiliation. However, certain requests to utilize funding for programs with religious purposes may not be eligible due to constitutional principles of the United States and/or the State of Delaware.

Briefly describe the components of the program that involve religious purposes and the components that involve secular purposes, or non-religious purposes. If both non-religious and religious purposes are involved in the program, this narrative must include the specific actions that will be implemented in order to ensure that the funding is solely used for non-religious purposes and will not be used to advance or inhibit religious or faith-based activities.

After the awarded funds have been made, receipts of the non-religious purchases shall be submitted in accordance with Section 5 below before funds will be disbursed.

SECTION 4: BUDGET

REVENUE	
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	
TOTAL REVENUES	7,500.00
EXPENDITURES	
Please enter the total projected budget for the project (not entire organization expense if not applicable to request). Example of expenditure items: PERSONNEL -one lump sum that would include benefits, OPERATING COSTS -supplies, equipment, rent/lease, insurance, printing telephone, CONSTRUCTION/ACQUISITION -acquisition, development, rehab hard cost, physical inspections, architectural engineering, permits and fees, insurance, appraisal. (Put amounts in as a negative)	
Technical support to live stream all concerts	-\$ 8,400.00
Marketing support to promote the concerts	-\$ 600.00
Orchestra Manager's fee for producing the concerts	-\$ 1,000.00
TOTAL EXPENDITURES	-\$ 10,000.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	-\$ 2,500.00

SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the Mid-Atlantic Symphony Orchestra agrees that:
(Name of Organization)

- 1) For non-religious organizations, all expenditures must have adequate documentation and must be expended within one (1) year of receipt of award funds. The funding awarded to the organization must be used in substantial conformity with the anticipated expenditures set forth in the submitted application. All accounting records and supporting documentation shall be available for inspection by Sussex County within thirty (30) days after the organization's expenditure of the awarded funding, or within one year after the receipt of the awarded funds, whichever first occurs.
- 2) For religious organizations, all accounting records and supporting documentation shall be provided for inspection by Sussex County after the award has been made by County Council but before the funding is released.
- 3) No person, on the basis of race, color, or national origin, should be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under the program or activity funded in whole or in part by these Grant funds.

SECTION 5: STATEMENT OF ASSURANCES (continued)

- 4) All information and statements in this application are accurate and complete to the best of my information and belief.
- 5) All funding will benefit only Sussex County residents.
- 6) All documents submitted by the applicant are defined as public documents and available for review under the Freedom of Information Act of the State of Delaware.
- 7) All funding will be used exclusively for secular purposes, i.e., non-religious purposes and shall not be used to advance or inhibit religious purposes.
- 8) **In the event that the awarded funding is used in violation of the requirements of this grant, the awarded funding shall be reimbursed to Sussex County within a timeframe designated by Sussex County by written notice.**

Dana Krich

Applicant/Authorized Official Signature

6/1/20

Date

[Handwritten Signature]

Witness Signature

6/1/20

Date

Completed application can be submitted by:

Email: gjennings@sussexcountyde.gov

Mail: Sussex County Government
Attention: Gina Jennings
PO Box 589
Georgetown, DE 19947

SUSSEX COUNTY COUNCIL NON-PROFIT GRANT PROGRAM
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All expenditures must have adequate documentation and must be expended within one (1) year of award of funds.

For non-religious organizations, all accounting records and supporting documentation shall be available for inspection by Sussex County within thirty (30) days after the organization's expenditure of the awarded funding, or within one year after the receipt of the awarded funds, whichever first occurs.

For religious organizations, all accounting records and supporting documentation shall be provided for inspection by Sussex County after the award has been made by County Council but before funding is released. Grant is relinquished if supporting documentation is not provided within one year of County Council award.

Certain programs are not eligible for funding pursuant to United States Constitution and State of Delaware Constitution. Those constitutional principles prohibit the use of funding to advance or inhibit religious activities. By signing below, the organization acknowledges that the funding shall be used exclusively for secular purposes, i.e., non-religious purposes and shall not be used to advance or inhibit religious activities.

In the event that such funding is used in violation of the requirements and assurances contained in this grant application, the awarded funding shall be reimbursed to Sussex County within a timeframe designated by Sussex County by written notice.

I acknowledge and represent on behalf of the applicant organization that I have read and understand the above statements.

Dane Krich
Applicant/Authorized Official Signature

BRA
Witness Signature

Director of Operations

Title

6/1/20

Date

*Hudson
6/19*



SUSSEX COUNTY GOVERNMENT

GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: Fraternal Order of Police - Sussex County Lodge # 2

PROJECT NAME: Charity Support to Organizations and Law Enforcement Initiatives for Underprivileged Youth

FEDERAL TAX ID: 51-0255625 NON-PROFIT: YES NO

DOES YOUR ORGANIZATION OR ITS PARENT ORGANIZATION HAVE A RELIGIOUS AFFILIATION?
 YES NO *IF YES, FILL OUT SECTION 3B.

ORGANIZATION'S MISSION: The mission of Lodge # 2 is to provide monetary aid/support to worthy community outreach events within our service areas, and law enforcement agencies sponsoring summer activities for at-risk and underprivileged youth within Sussex County.

ADDRESS: 33 Autumnwood Way

Lewes Delaware 19958
(CITY) (STATE) (ZIP)

CONTACT PERSON: Robert J. Schappert III

TITLE: President - Sussex County Lodge # 2

PHONE: 410-271-5480 EMAIL: rschappert@verizon.net

TOTAL FUNDING REQUEST:

Has your organization received other grant funds from Sussex County Government in the last year? YES NO

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

\$1,000

If you are asking for funding for building or building improvements, do you own the building in which the funding will be used for? YES NO

Are you seeking other sources of funding other than Sussex County Council? YES NO

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

SECTION 2: PROGRAM DESCRIPTION

PROGRAM CATEGORY (choose all that apply)

- | | | |
|--|---|---|
| <input type="checkbox"/> Fair Housing | <input checked="" type="checkbox"/> Health and Human Services | <input checked="" type="checkbox"/> Cultural |
| <input type="checkbox"/> Infrastructure ¹ | <input checked="" type="checkbox"/> Other Needy Family aid | <input checked="" type="checkbox"/> Educational |

BENEFICIARY CATEGORY

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> Disability & Special Needs | <input checked="" type="checkbox"/> Victims of Domestic Violence | <input type="checkbox"/> Homeless |
| <input checked="" type="checkbox"/> Elderly Persons | <input checked="" type="checkbox"/> Low to Moderate Income ² | <input checked="" type="checkbox"/> Youth |
| <input checked="" type="checkbox"/> Minority | <input checked="" type="checkbox"/> Other Hospice | |

BENEFICIARY NUMBER

Approximately the total number of Sussex County Beneficiaries served annually by this program:

1,000

SECTION 3: PROGRAM SCOPE

- A. Briefly describe the program for which funds are being requested. The narrative should include the need or problem to be addressed in relation to the population to be served or the area to benefit.

FOP Lodge # 2 has suffered severe challenges posed by the COVID 19 situation and this has seriously impacted our fund-raising ability this year. We were not able to sponsor any fund raising events such as our annual charity golf tournament that funded numerous charity initiatives,

Our community outreach encompasses Sussex County geographically, and specifically, certain law enforcement summer initiatives (Summer Youth Academy and Camp Barnes) focusing on underprivileged and at-risk youth by the Georgetown Police Department and Delaware State Police. Lodge # 2 also sponsors Thanksgiving dinners to needy families and a robust Share Your Christmas event for a needy family in conjunction with Delaware Hospice. We also make a generous donation to Concerns of Police Survivors (C.O.P.S.).

Additionally, Lodge # 2 has begun an annual charity event with the Marine Corp Reserve working on the Toys-for-Tots Campaign. Lodge # 2 has provided staffing and financial support to purchase toys for needy children and families. Our lodge also provides for annual scholarship awards to deserving youth graduating from high school and attending college.

We also provide financial support to the "Home of the Brave" veterans home for disabled veterans, and supported the Marine Corp "Devil Dogs Charity Program". Due to the severe impact that the COVID 19 situation had on many families we extended the hand of friendship and donated to a needy/hardship family in need of financial support to help them pay their rent. We are sincerely hoping that the Council will award Lodge # 2 the sum of \$3,500 which will enable us to fully support our current and anticipated commitments during 2020.

B. IF RELIGIOUS AFFILIATION WAS CONFIRMED ABOVE IN SECTION 1, PLEASE FILL OUT THE FOLLOWING SECTION. IF RELIGIOUS AFFILIATION WAS NOT CHECKED IN SECTION 1, THIS SECTION MAY BE LEFT BLANK.

A faith-based nonprofit organization is eligible to receive and apply for a grant on the same basis as other nonprofit organizations, with respect to programs which are eligible. In the selection of grantees, the County will not discriminate for or against an organization on the basis of the organization's religious characterization or affiliation. However, certain requests to utilize funding for programs with religious purposes may not be eligible due to constitutional principles of the United States and/or the State of Delaware.

Briefly describe the components of the program that involve religious purposes and the components that involve secular purposes, or non-religious purposes. If both non-religious and religious purposes are involved in the program, this narrative must include the specific actions that will be implemented in order to ensure that the funding is solely used for non-religious purposes and will not be used to advance or inhibit religious or faith-based activities.

After the awarded funds have been made, receipts of the non-religious purchases shall be submitted in accordance with Section 5 below before funds will be disbursed.

Not applicable

SECTION 4: BUDGET

REVENUE	This year 2020...zero!
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	
TOTAL REVENUES	0.00
EXPENDITURES	
Please enter the total projected budget for the project (not entire organization expense if not applicable to request). Example of expenditure items: PERSONNEL-one lump sum that would include benefits, OPERATING COSTS-supplies, equipment, rent/lease, insurance, printing telephone, CONSTRUCTION/ACQUISITION-acquisition, development, rehab hard cost, physical inspections, architectural engineering, permits and fees, insurance, appraisal. (Put amounts in as a negative)	
1. Concern of Police Survivors (C.O.P.S.)	\$ 500.00
2. Christmas - Tots-for-Tots	\$ 200.00
3. Camp Barnes (DSP) & Summer Youth Academy (GPD)	\$ 300.00
4. Home of the Brave Veterans Home	\$ 250.00
5. Hardship Family Assistance/Scholarships	\$ 500.00
6. Health and Welfare Fund	\$ 300.00
7. Share Your Christmas	\$ 1,250.00
8. Thanksgiving Dinners for Hospice Families	\$ 200.00
TOTAL EXPENDITURES	\$ 3,500.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	\$ 3,500.00

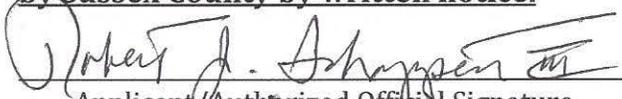
SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the FOP Lodge # 2 agrees that:
(Name of Organization)

- 1) For non-religious organizations, all expenditures must have adequate documentation and must be expended within one (1) year of receipt of award funds. The funding awarded to the organization must be used in substantial conformity with the anticipated expenditures set forth in the submitted application. All accounting records and supporting documentation shall be available for inspection by Sussex County within thirty (30) days after the organization's expenditure of the awarded funding, or within one year after the receipt of the awarded funds, whichever first occurs.
- 2) For religious organizations, all accounting records and supporting documentation shall be provided for inspection by Sussex County after the award has been made by County Council but before the funding is released.
- 3) No person, on the basis of race, color, or national origin, should be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under the program or activity funded in whole or in part by these Grant funds.

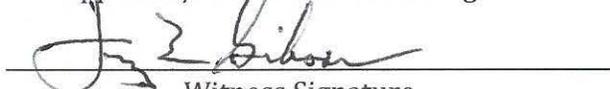
SECTION 5: STATEMENT OF ASSURANCES (continued)

- 4) All information and statements in this application are accurate and complete to the best of my information and belief.
- 5) All funding will benefit only Sussex County residents.
- 6) All documents submitted by the applicant are defined as public documents and available for review under the Freedom of Information Act of the State of Delaware.
- 7) All funding will be used exclusively for secular purposes, i.e., non-religious purposes and shall not be used to advance or inhibit religious purposes.
- 8) **In the event that the awarded funding is used in violation of the requirements of this grant, the awarded funding shall be reimbursed to Sussex County within a timeframe designated by Sussex County by written notice.**


Applicant/Authorized Official Signature

May 27, 2020

Date


Witness Signature

May 27, 2020

Date

Completed application can be submitted by

✉ email: gjennings@sussexcountyde.gov

Mail: Sussex County Government
Attention: Gina Jennings
PO Box 589
Georgetown, DE 19947

SUSSEX COUNTY COUNCIL NON-PROFIT GRANT PROGRAM
GUIDELINES FOR SUBMITTAL AND AFFIDAVIT OF UNDERSTANDING

The Sussex County Council makes available a limited amount of funding to non-profit organizations that serve the citizens of Sussex County. Each application for funding shall be evaluated by Sussex County administrative staff and shall be subject to final approval from Sussex County Council.

In the attached application, each organization must outline its intended uses for the awarded funding and provide a detailed breakdown of the expenses and costs for such uses. Any funding awarded to the organization must be used in substantial conformity with anticipated expenditures of the submitted application.

All expenditures must have adequate documentation and must be expended within one (1) year of award of funds.

For non-religious organizations, all accounting records and supporting documentation shall be available for inspection by Sussex County within thirty (30) days after the organization's expenditure of the awarded funding, or within one year after the receipt of the awarded funds, whichever first occurs.

For religious organizations, all accounting records and supporting documentation shall be provided for inspection by Sussex County after the award has been made by County Council but before funding is released. Grant is relinquished if supporting documentation is not provided within one year of County Council award.

Certain programs are not eligible for funding pursuant to United States Constitution and State of Delaware Constitution. Those constitutional principles prohibit the use of funding to advance or inhibit religious activities. By signing below, the organization acknowledges that the funding shall be used exclusively for secular purposes, i.e., non-religious purposes and shall not be used to advance or inhibit religious activities.

In the event that such funding is used in violation of the requirements and assurance contained in this grant application, the awarded funding shall be reimbursed to Sussex County within a timeframe designated by Sussex County by written notice.

I acknowledge and represent on behalf of the applicant organization that I have read and understand the above statements.

Applicant/Authorized Official Signature

President FOP Lodge # 2

Title

Witness Signature

May 27, 2020

Date

Hudson
6/9/20



SUSSEX COUNTY GOVERNMENT
GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: West Rehoboth Community Land Trust
PROJECT NAME: Roof Replacement
FEDERAL TAX ID: 20-2477568 NON-PROFIT: YES NO
DOES YOUR ORGANIZATION OR ITS PARENT ORGANIZATION HAVE A RELIGIOUS AFFILIATION?
 YES NO *IF YES, FILL OUT SECTION 3B.
ORGANIZATION'S MISSION: WRCLT mission is providing affordable housing, preserving affordable housing, combating community deterioration, protecting the natural environment and holding land in the trust for long-term benefit of low to moderate income individuals of West Rehoboth a historical Sussex County black community.
ADDRESS: West Rehoboth Community Land Trust
P.O. Box 633
Rehoboth Beach DE 19971
(CITY) (STATE) (ZIP)
CONTACT PERSON: Eleanor Marchtmon
TITLE: President
PHONE: 302-245-2759 EMAIL: bkchurchgirl@aol.com

TOTAL FUNDING REQUEST: \$3,600

Has your organization received other grant funds from Sussex County Government in the last year? YES NO

If YES, how much was received in the last 12 months? \$5000

If you are asking for funding for building or building improvements, do you own the building in which the funding will be used for? YES NO

Are you seeking other sources of funding other than Sussex County Council? YES NO

If YES, approximately what percentage of the project's funding does the Council grant represent? 55%

SECTION 2: PROGRAM DESCRIPTION

PROGRAM CATEGORY (choose all that apply)

- | | | |
|--|--|--------------------------------------|
| <input checked="" type="checkbox"/> Fair Housing | <input type="checkbox"/> Health and Human Services | <input type="checkbox"/> Cultural |
| <input type="checkbox"/> Infrastructure ¹ | <input type="checkbox"/> Other _____ | <input type="checkbox"/> Educational |

BENEFICIARY CATEGORY

- | | | |
|---|---|-----------------------------------|
| <input type="checkbox"/> Disability & Special Needs | <input type="checkbox"/> Victims of Domestic Violence | <input type="checkbox"/> Homeless |
| <input checked="" type="checkbox"/> Elderly Persons | <input checked="" type="checkbox"/> Low to Moderate Income ² | <input type="checkbox"/> Youth |
| <input checked="" type="checkbox"/> Minority | <input type="checkbox"/> Other _____ | |

BENEFICIARY NUMBER

Approximately the total number of Sussex County Beneficiaries served annually by this program:

30 _____

SECTION 3: PROGRAM SCOPE

- A. Briefly describe the program for which funds are being requested. The narrative should include the need or problem to be addressed in relation to the population to be served or the area to benefit.

WRCLT currently owes four rental homes and three lots that we partner with Habitat for Humuity to build affordable housing in this black commuity. This past April a wind storm caused significant damage to the roof to one our rental homes as the roof had to tarpeted for a number of weeks. In an effort to keep the rents at minuim we do not have the reserves for this unplanned happening. The full roof, at a replacement costs of \$8,000, was required as a number of areas were down to the plywood. Homeowers insurance covered half of the replacement costs but we were required to raise funds; however, the Conovirus 19 and the uncertinates it has caused we find it very hard to raise funds for low income housing.

B. IF RELIGIOUS AFFILIATION WAS CONFIRMED ABOVE IN SECTION 1, PLEASE FILL OUT THE FOLLOWING SECTION. IF RELIGIOUS AFFILIATION WAS NOT CHECKED IN SECTION 1, THIS SECTION MAY BE LEFT BLANK.

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After the awarded funds have been made, receipts of the non-religious purchases shall be submitted in accordance with Section 5 below before funds will be disbursed.

SECTION 4: BUDGET

REVENUE	
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	
TOTAL REVENUES	0.00
EXPENDITURES	
Please enter the total projected budget for the project (not entire organization expense if not applicable to request). Example of expenditure items: PERSONNEL-one lump sum that would include benefits, OPERATING COSTS-supplies, equipment, rent/lease, insurance, printing telephone, CONSTRUCTION/ACQUISITION-acquisition, development, rehab hard cost, physical inspections, architectural engineering, permits and fees, insurance, appraisal. (Put amounts in as a negative)	
Roof replacement and tarping	\$ 8,300.00
Insurance	-\$ 4,380.00
Contractor Tarping	-\$ 300.00
TOTAL EXPENDITURES	\$ 3,620.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	\$ 3,620.00

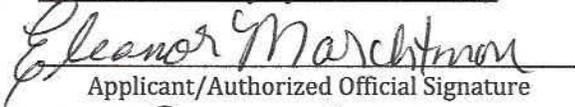
SECTION 5: STATEMENT OF ASSURANCES

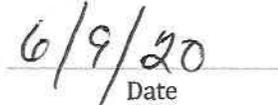
If this grant application is awarded funding, the West Rehoboth Community Land Trust agrees that:
(Name of Organization)

- 1) For non-religious organizations, all expenditures must have adequate documentation and must be expended within one (1) year of receipt of award funds. The funding awarded to the organization must be used in substantial conformity with the anticipated expenditures set forth in the submitted application. All accounting records and supporting documentation shall be available for inspection by Sussex County within thirty (30) days after the organization's expenditure of the awarded funding, or within one year after the receipt of the awarded funds, whichever first occurs.
- 2) For religious organizations, all accounting records and supporting documentation shall be provided for inspection by Sussex County after the award has been made by County Council but before the funding is released.
- 3) No person, on the basis of race, color, or national origin, should be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under the program or activity funded in whole or in part by these Grant funds.

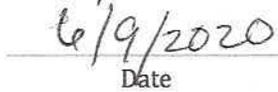
SECTION 5: STATEMENT OF ASSURANCES (continued)

- 4) All information and statements in this application are accurate and complete to the best of my information and belief.
- 5) All funding will benefit only Sussex County residents.
- 6) All documents submitted by the applicant are defined as public documents and available for review under the Freedom of Information Act of the State of Delaware.
- 7) All funding will be used exclusively for secular purposes, i.e., non-religious purposes and shall not be used to advance or inhibit religious purposes.
- 8) **In the event that the awarded funding is used in violation of the requirements of this grant, the awarded funding shall be reimbursed to Sussex County within a timeframe designated by Sussex County by written notice.**


Applicant/Authorized Official Signature


Date


Witness Signature


Date

Completed application can be submitted by:

Email: gjennings@sussexcountyde.gov

Mail: Sussex County Government
Attention: Gina Jennings
PO Box 589
Georgetown, DE 19947

SUSSEX COUNTY COUNCIL NON-PROFIT GRANT PROGRAM
GUIDELINES FOR SUBMITTAL AND AFFIDAVIT OF UNDERSTANDING

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In the attached application, each organization must outline its intended uses for the awarded funding and provide a detailed breakdown of the expenses and costs for such uses. Any funding awarded to the organization must be used in substantial conformity with anticipated expenditures of the submitted application.

All expenditures must have adequate documentation and must be expended within one (1) year of award of funds.

For non-religious organizations, all accounting records and supporting documentation shall be available for inspection by Sussex County within thirty (30) days after the organization's expenditure of the awarded funding, or within one year after the receipt of the awarded funds, whichever first occurs.

For religious organizations, all accounting records and supporting documentation shall be provided for inspection by Sussex County after the award has been made by County Council but before funding is released. Grant is relinquished if supporting documentation is not provided within one year of County Council award.

Certain programs are not eligible for funding pursuant to United States Constitution and State of Delaware Constitution. Those constitutional principles prohibit the use of funding to advance or inhibit religious activities. By signing below, the organization acknowledges that the funding shall be used exclusively for secular purposes, i.e., non-religious purposes and shall not be used to advance or inhibit religious activities.

In the event that such funding is used in violation of the requirements and assurances contained in this grant application, the awarded funding shall be reimbursed to Sussex County within a timeframe designated by Sussex County by written notice.

I acknowledge and represent on behalf of the applicant organization that I have read and understand the above statements.

Eleanor Marchman
Applicant/Authorized Official Signature

Chairperson
Title

James Belkeler
Witness Signature

6/9/2020
Date



SUSSEX COUNTY GOVERNMENT

GRANT APPLICATION

Check Payable to: Friends of Milfords Museum

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: Milford Museum
PROJECT NAME: 2020 Fund Raising Campaign
FEDERAL TAX ID: 22-2453957 NON-PROFIT: YES NO

DOES YOUR ORGANIZATION OR ITS PARENT ORGANIZATION HAVE A RELIGIOUS AFFILIATION?

YES NO *IF YES, FILL OUT SECTION 3B.

ORGANIZATION'S MISSION: The Milford Museum seeks to increase knowledge and appreciation of Milford's history through collecting, preserving and exhibiting artifacts that relate to our rich history.

ADDRESS: 121 South Walnut Street
Milford Delaware 19963
(CITY) (STATE) (ZIP)

CONTACT PERSON: Claudia Leister
TITLE: Executive Director
PHONE: 424-1080 EMAIL: claudia@milfordDEmuseum.org

TOTAL FUNDING REQUEST: \$4,000

Has your organization received other grant funds from Sussex County Government in the last year? YES NO

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

If you are asking for funding for building or building improvements, do you own the building in which the funding will be used for? YES NO

Are you seeking other sources of funding other than Sussex County Council? YES NO

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

SECTION 2: PROGRAM DESCRIPTION

PROGRAM CATEGORY (choose all that apply)

- | | | |
|--|--|---|
| <input type="checkbox"/> Fair Housing | <input type="checkbox"/> Health and Human Services | <input checked="" type="checkbox"/> Cultural |
| <input type="checkbox"/> Infrastructure ¹ | <input type="checkbox"/> Other _____ | <input checked="" type="checkbox"/> Educational |

BENEFICIARY CATEGORY

- | | | |
|--|--|-----------------------------------|
| <input checked="" type="checkbox"/> Disability & Special Needs | <input type="checkbox"/> Victims of Domestic Violence | <input type="checkbox"/> Homeless |
| <input checked="" type="checkbox"/> Elderly Persons | <input type="checkbox"/> Low to Moderate Income ² | <input type="checkbox"/> Youth |
| <input checked="" type="checkbox"/> Minority | <input type="checkbox"/> Other _____ | |

BENEFICIARY NUMBER

Approximately the total number of Sussex County Beneficiaries served annually by this program:

~1,000

SECTION 3: PROGRAM SCOPE

- A. Briefly describe the program for which funds are being requested. The narrative should include the need or problem to be addressed in relation to the population to be served or the area to benefit.

The Milford Museum has been closed to the public since the middle of March due to Coronavirus. Staff has continued to work at home. Utilities and salaries still need to be paid. A large portion of our funding comes through Grants, special events and donations. Our two largest Spring events have been cancelled and no visitors equals no cash in our donation boxes. I would like to ask the County Council to supply funds to assist with payroll and paying utility bills. We have re-opened and need to keep the lights on for our visitors!

B. IF RELIGIOUS AFFILIATION WAS CONFIRMED ABOVE IN SECTION 1, PLEASE FILL OUT THE FOLLOWING SECTION. IF RELIGIOUS AFFILIATION WAS NOT CHECKED IN SECTION 1, THIS SECTION MAY BE LEFT BLANK.

A faith-based nonprofit organization is eligible to receive and apply for a grant on the same basis as other nonprofit organizations, with respect to programs which are eligible. In the selection of grantees, the County will not discriminate for or against an organization on the basis of the organization's religious characterization or affiliation. However, certain requests to utilize funding for programs with religious purposes may not be eligible due to constitutional principles of the United States and/or the State of Delaware.

Briefly describe the components of the program that involve religious purposes and the components that involve secular purposes, or non-religious purposes. If both non-religious and religious purposes are involved in the program, this narrative must include the specific actions that will be implemented in order to ensure that the funding is solely used for non-religious purposes and will not be used to advance or inhibit religious or faith-based activities.

After the awarded funds have been made, receipts of the non-religious purchases shall be submitted in accordance with Section 5 below before funds will be disbursed.

SECTION 4: BUDGET

REVENUE	
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	
TOTAL REVENUES	
EXPENDITURES	
Please enter the total projected budget for the project (not entire organization expense if not applicable to request). Example of expenditure items: PERSONNEL-one lump sum that would include benefits, OPERATING COSTS-supplies, equipment, rent/lease, insurance, printing telephone, CONSTRUCTION/ACQUISITION-acquisition, development, rehab hard cost, physical inspections, architectural engineering, permits and fees, insurance, appraisal. (Put amounts in as a negative)	
Projected Annual Budget	
• Salaries	\$40,000
• Utilities	8,000
• Other operating costs	5,000
TOTAL EXPENDITURES	\$53,000 \$0.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	\$ 0.00

SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the Milford Museum agrees that:
(Name of Organization)

- 1) For non-religious organizations, all expenditures must have adequate documentation and must be expended within one (1) year of receipt of award funds. The funding awarded to the organization must be used in substantial conformity with the anticipated expenditures set forth in the submitted application. All accounting records and supporting documentation shall be available for inspection by Sussex County within thirty (30) days after the organization's expenditure of the awarded funding, or within one year after the receipt of the awarded funds, whichever first occurs.
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- 3) No person, on the basis of race, color, or national origin, should be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under the program or activity funded in whole or in part by these Grant funds.

SECTION 5: STATEMENT OF ASSURANCES (continued)

- 4) All information and statements in this application are accurate and complete to the best of my information and belief.
- 5) All funding will benefit only Sussex County residents.
- 6) All documents submitted by the applicant are defined as public documents and available for review under the Freedom of Information Act of the State of Delaware.
- 7) All funding will be used exclusively for secular purposes, i.e., non-religious purposes and shall not be used to advance or inhibit religious purposes.
- 8) **In the event that the awarded funding is used in violation of the requirements of this grant, the awarded funding shall be reimbursed to Sussex County within a timeframe designated by Sussex County by written notice.**

Claudia Geister

Applicant/Authorized Official Signature

6/9/2020

Date

Burton A. Jones

Witness Signature

6/9/2020

Date

Completed application can be submitted by:

Email: gjennings@sussexcountyde.gov

Mail: Sussex County Government
Attention: Gina Jennings
PO Box 589
Georgetown, DE 19947

29

SUSSEX COUNTY COUNCIL NON-PROFIT GRANT PROGRAM
GUIDELINES FOR SUBMITTAL AND AFFIDAVIT OF UNDERSTANDING

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Certain programs are not eligible for funding pursuant to United States Constitution and State of Delaware Constitution. Those constitutional principles prohibit the use of funding to advance or inhibit religious activities. By signing below, the organization acknowledges that the funding shall be used exclusively for secular purposes, i.e., non-religious purposes and shall not be used to advance or inhibit religious activities.

In the event that such funding is used in violation of the requirements and assurances contained in this grant application, the awarded funding shall be reimbursed to Sussex County within a timeframe designated by Sussex County by written notice.

I acknowledge and represent on behalf of the applicant organization that I have read and understand the above statements.

Claudia Teister
Applicant/Authorized Official Signature

Exec. Director
Title

Barbara Jones
Witness Signature

6/9/20
Date

Wilson
6/9/2020



SUSSEX COUNTY GOVERNMENT

GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: True Blue Jazz Inc.

PROJECT NAME: 2020 8th Annual True Blue Jazz Festival

FEDERAL TAX ID: 47-1429059 NON-PROFIT: YES NO

DOES YOUR ORGANIZATION OR ITS PARENT ORGANIZATION HAVE A RELIGIOUS AFFILIATION?

YES NO *IF YES, FILL OUT SECTION 3B.

ORGANIZATION'S MISSION: Our Mission is Preservation through Performance Education and Development of our aspiring Students of Jazz throughout our Sussex County Schools with Masterclass Workshops, Scholarships, and Instrument Donations to Students of Need.

ADDRESS: 31408 Heron Circle

Lewes DE 19958
(CITY) (STATE) (ZIP)

CONTACT PERSON: Peggy Raley

TITLE: Co-Founder / Vice President / Artistic Director

PHONE: 302-448-1766 EMAIL: info@truebluejazz.org

TOTAL FUNDING REQUEST: \$5000.00

Has your organization received other grant funds from Sussex County Government in the last year? YES NO

If YES, how much was received in the last 12 months? \$4000.00

If you are asking for funding for building or building improvements, do you own the building in which the funding will be used for? YES NO

Are you seeking other sources of funding other than Sussex County Council? YES NO

If YES, approximately what percentage of the project's funding does the Council grant represent? 1.5%

SECTION 2: PROGRAM DESCRIPTION

PROGRAM CATEGORY (choose all that apply)

- Fair Housing
 Infrastructure¹
 Health and Human Services
 Other
 Cultural
 Educational

BENEFICIARY CATEGORY

- Disability & Special Needs
 Elderly Persons
 Minority
 Victims of Domestic Violence
 Low to Moderate Income²
 Other
 Homeless
 Youth

BENEFICIARY NUMBER

Approximately the total number of Sussex County Beneficiaries served annually by this program:

SECTION 3: PROGRAM SCOPE

- A. Briefly describe the program for which funds are being requested. The narrative should include the need or problem to be addressed in relation to the population to be served or the area to benefit.

There are no musicians of the future if they are not nurtured, encouraged and educated today. Serving on the board of The Lawrence "Scotty" Scott Foundation proved to be an awe-inspiring experience in making a concerted difference in the lives of young people across the Delmarva Peninsula. From providing instruments to young people who couldn't afford them, to providing sheet music, music stands and special instruction to school districts whose budgets had been stripped by school boards, I have been privileged to provide and witness the difference one small organization can make in the lives of many children. Since The "Scotty" Foundation ceased operation, we at True Blue Jazz Inc. have seen an incredible need to reach back into the lives of children and their teachers in the music world. TRUE BLUE JAZZ is honored to pick up the mantle where The "Scotty" Foundation left off. If you can change the life of one child, you have made a difference. If you can change the life of one child, and you can seek to enrich the lives of all children in a community by the power and beauty of music, then you have started a beautiful revolution. Music is math, it is freedom, it is expression, it is culture, it is life. We are proud to persevere in this effort to sustain a gloriously fulfilled life of not just one, but what we hope will be the lives of many children. Young lives enriched and enhanced by Jazz...in all it's amazing and musically expressive forms.

Your goodwill and support for True Blue Jazz as Council members will see tangible results in a number of ways, most importantly, as a change mechanism affecting the lives of Sussex County Music Students. We have witnessed this ourselves...and we have the letters of appreciation to provide as verification, at your discretion and request.

Peggy Raley

Jazz Vocalist & Co-Founder of True Blue Jazz Inc.

B. IF RELIGIOUS AFFILIATION WAS CONFIRMED ABOVE IN SECTION 1, PLEASE FILL OUT THE FOLLOWING SECTION. IF RELIGIOUS AFFILIATION WAS NOT CHECKED IN SECTION 1, THIS SECTION MAY BE LEFT BLANK.

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After the awarded funds have been made, receipts of the non-religious purchases shall be submitted in accordance with Section 5 below before funds will be disbursed.

SECTION 4: BUDGET

REVENUE	
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	
TOTAL REVENUES	68,716.78
EXPENDITURES	
Please enter the total projected budget for the project (not entire organization expense if not applicable to request). Example of expenditure items: PERSONNEL-one lump sum that would include benefits, OPERATING COSTS-supplies, equipment, rent/lease, insurance, printing telephone, CONSTRUCTION/ACQUISITION-acquisition, development, rehab hard cost, physical inspections, architectural engineering, permits and fees, insurance, appraisal. (Put amounts in as a negative)	Revenue: 68,716.78
	Expenditures: 69,189.78
	Total Deficit: - 473.00
Personnel (Entertainment, Concert / Production Staff)	-29,270.00
Operation Costs (Travel,F&B,Phn/Net,Acctg Svc,Ofc Supply)	-8311.22
Artist / Event Production Insurance	-1260.00
Advertising / Promotion	-9089.76
Venue / Equipt Expense (Rental or Purchase)	-13,928.77
Online Ticketing / PayPal Svc Fees	-860.03
Donations & Scholarships	-6470.00
Total Expenditures (cannot enter on your Form Line)	-69,189.78
TOTAL EXPENDITURES	0
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	0

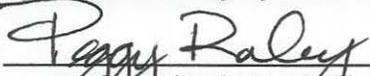
SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the True Blue Jazz Inc. agrees that:
(Name of Organization)

- 1) For non-religious organizations, all expenditures must have adequate documentation and must be expended within one (1) year of receipt of award funds. The funding awarded to the organization must be used in substantial conformity with the anticipated expenditures set forth in the submitted application. All accounting records and supporting documentation shall be available for inspection by Sussex County within thirty (30) days after the organization's expenditure of the awarded funding, or within one year after the receipt of the awarded funds, whichever first occurs.
- 2) For religious organizations, all accounting records and supporting documentation shall be provided for inspection by Sussex County after the award has been made by County Council but before the funding is released.
- 3) No person, on the basis of race, color, or national origin, should be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under the program or activity funded in whole or in part by these Grant funds.

SECTION 5: STATEMENT OF ASSURANCES (continued)

- 4) All information and statements in this application are accurate and complete to the best of my information and belief.
- 5) All funding will benefit only Sussex County residents.
- 6) All documents submitted by the applicant are defined as public documents and available for review under the Freedom of Information Act of the State of Delaware.
- 7) All funding will be used exclusively for secular purposes, i.e., non-religious purposes and shall not be used to advance or inhibit religious purposes.
- 8) **In the event that the awarded funding is used in violation of the requirements of this grant, the awarded funding shall be reimbursed to Sussex County within a timeframe designated by Sussex County by written notice.**



Applicant/Authorized Official Signature

6/10/2020
Date



Witness Signature

6-10-2020
Date

Completed application can be submitted by:

Email: gjennings@sussexcountyde.gov

Mail: Sussex County Government
Attention: Gina Jennings
PO Box 589
Georgetown, DE 19947

SUSSEX COUNTY COUNCIL NON-PROFIT GRANT PROGRAM
GUIDELINES FOR SUBMITTAL AND AFFIDAVIT OF UNDERSTANDING

The Sussex County Council makes available a limited amount of funding to non-profit organizations that serve the citizens of Sussex County. Each application for funding shall be evaluated by Sussex County administrative staff and shall be subject to final approval from Sussex County Council.

In the attached application, each organization must outline its intended uses for the awarded funding and provide a detailed breakdown of the expenses and costs for such uses. Any funding awarded to the organization must be used in substantial conformity with anticipated expenditures of the submitted application.

All expenditures must have adequate documentation and must be expended within one (1) year of award of funds.

For non-religious organizations, all accounting records and supporting documentation shall be available for inspection by Sussex County within thirty (30) days after the organization's expenditure of the awarded funding, or within one year after the receipt of the awarded funds, whichever first occurs.

For religious organizations, all accounting records and supporting documentation shall be provided for inspection by Sussex County after the award has been made by County Council but before funding is released. Grant is relinquished if supporting documentation is not provided within one year of County Council award.

Certain programs are not eligible for funding pursuant to United States Constitution and State of Delaware Constitution. Those constitutional principles prohibit the use of funding to advance or inhibit religious activities. By signing below, the organization acknowledges that the funding shall be used exclusively for secular purposes, i.e., non-religious purposes and shall not be used to advance or inhibit religious activities.

In the event that such funding is used in violation of the requirements and assurances contained in this grant application, the awarded funding shall be reimbursed to Sussex County within a timeframe designated by Sussex County by written notice.

I acknowledge and represent on behalf of the applicant organization that I have read and understand the above statements.

Applicant Authorized Official Signature

V.P. and Artistic Director

Title

Witness Signature

6/10/2020

Date

Hudson
6/11/2020



SUSSEX COUNTY GOVERNMENT

GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: **Laurel Community Foundation**

PROJECT NAME: **Laurel Hope House I and II**

FEDERAL TAX ID: **51-0396376** NON-PROFIT: YES NO

DOES YOUR ORGANIZATION OR ITS PARENT ORGANIZATION HAVE A RELIGIOUS AFFILIATION?

YES NO *IF YES, FILL OUT SECTION 3B.

ORGANIZATION'S MISSION: Provide charitable services to the people of the Laurel, De area. Specifically, the LCF operates Hope House I and II transitional housing for people who are temporarily homeless. Program designed to serve mothers with children. Guest families are provided free housing for up to 90 days while Social Services assists to find more permanent housing.

ADDRESS: **P.O Box 81**

Laurel **DE** **19956**
(CITY) (STATE) (ZIP)

CONTACT PERSON: **John J. Shwed**

TITLE: **President, Board of Trustees LCF**

PHONE: **302-841-4007** EMAIL: **jjshwed@verizon.net**

TOTAL FUNDING REQUEST: \$3,500.00

Has your organization received other grant funds from Sussex County Government in the last year? YES NO

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

If you are asking for funding for building or building improvements, do you own the building in which the funding will be used for? YES NO

Are you seeking other sources of funding other than Sussex County Council? YES NO

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

SECTION 2: PROGRAM DESCRIPTION

PROGRAM CATEGORY (choose all that apply)

Fair Housing
Infrastructure¹

Health and Human Services
Other _____

Cultural
Educational

BENEFICIARY CATEGORY

Disability & Special Needs
Elderly Persons
 Minority

Victims of Domestic Violence
Low to Moderate Income²
Other

Homeless
Youth

BENEFICIARY NUMBER

Approximately the total number of Sussex County Beneficiaries served annually by this program:

48

SECTION 3: PROGRAM SCOPE

- A. Briefly describe the program for which funds are being requested. The narrative should include the need or problem to be addressed in relation to the population to be served or the area to benefit.

Due to the covid-19 stay at home orders LCF, like most non profits has not been able to conduct public fundraisers. The organization also lost its fundraiser selling tickets at the annual Laurel July 4th carnival when the carnival operator went out of business. LCF received about \$7,000 from the carnival fundraiser.

Our annual budget is about \$30,000 to operate Hope House I and II. Our insurance bill alone is \$4,000.00. Then we have energy costs, town water and sewer services, and routine maintenance. We have no paid employees in the LCF. It is run by a Board of trustees who are volunteers from the community.

Guest families which are usually a mother and two children stay for 90 days at not cost. Social workers from the State Service Center assist guest families with relocation to more permanent housing. We define our service area as the Laurel School District.

1. If Sussex County Council approves this grant the money will go directly to the costs of operation.

B. IF RELIGIOUS AFFILIATION WAS CONFIRMED ABOVE IN SECTION 1, PLEASE FILL OUT THE FOLLOWING SECTION. IF RELIGIOUS AFFILIATION WAS NOT CHECKED IN SECTION 1, THIS SECTION MAY BE LEFT BLANK.

A faith-based nonprofit organization is eligible to receive and apply for a grant on the same basis as other nonprofit organizations, with respect to programs which are eligible. In the selection of grantees, the County will not discriminate for or against an organization on the basis of the organization's religious characterization or affiliation. However, certain requests to utilize funding for programs with religious purposes may not be eligible due to constitutional principles of the United States and/or the State of Delaware.

Briefly describe the components of the program that involve religious purposes and the components that involve secular purposes, or non-religious purposes. If both non-religious and religious purposes are involved in the program, this narrative must include the specific actions that will be implemented in order to ensure that the funding is solely used for non-religious purposes and will not be used to advance or inhibit religious or faith-based activities.

After the awarded funds have been made, receipts of the non-religious purchases shall be submitted in accordance with Section 5 below before funds will be disbursed.

SECTION 4: BUDGET

REVENUE	\$20,000
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	
TOTAL REVENUES	
EXPENDITURES	
Please enter the total projected budget for the project (not entire organization expense if not applicable to request). Example of expenditure items: PERSONNEL-one lump sum that would include benefits, OPERATING COSTS-supplies, equipment, rent/lease, insurance, printing telephone, CONSTRUCTION/ACQUISITION-acquisition, development, rehab hard cost, physical inspections, architectural engineering, permits and fees, insurance, appraisal. (Put amounts in as a negative)	
insurance	-\$ 4,000.00
utilities (electric, water and sewer, verizon)	-\$ 14,000.00
fundraiser expense	-\$ 5,000.00
repairs and maintenance	\$ 6,500.00
TOTAL EXPENDITURES	-\$ 16,500.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	-\$ 16,500.00

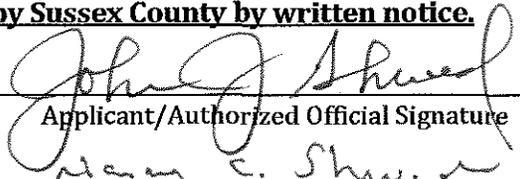
SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the **Laurel Community Foundation** agrees that:
(Name of Organization)

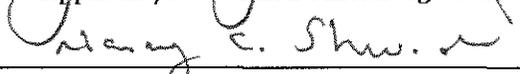
- 1) For non-religious organizations, all expenditures must have adequate documentation and must be expended within one (1) year of receipt of award funds. The funding awarded to the organization must be used in substantial conformity with the anticipated expenditures set forth in the submitted application. All accounting records and supporting documentation shall be available for inspection by Sussex County within thirty (30) days after the organization's expenditure of the awarded funding, or within one year after the receipt of the awarded funds, whichever first occurs.
- 2) For religious organizations, all accounting records and supporting documentation shall be provided for inspection by Sussex County after the award has been made by County Council but before the funding is released.
- 3) No person, on the basis of race, color, or national origin, should be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under the program or activity funded in whole or in part by these Grant funds.

SECTION 5: STATEMENT OF ASSURANCES (continued)

- 4) All information and statements in this application are accurate and complete to the best of my information and belief.
- 5) All funding will benefit only Sussex County residents.
- 6) All documents submitted by the applicant are defined as public documents and available for review under the Freedom of Information Act of the State of Delaware.
- 7) All funding will be used exclusively for secular purposes, i.e., non-religious purposes and shall not be used to advance or inhibit religious purposes.
- 8) **In the event that the awarded funding is used in violation of the requirements of this grant, the awarded funding shall be reimbursed to Sussex County within a timeframe designated by Sussex County by written notice.**



Applicant/Authorized Official Signature



Witness Signature

June 10, 2020

Date

6/10/20

Date

Completed application can be submitted by:

Email: gjennings@sussexcountyde.gov

Mail: Sussex County Government
Attention: Gina Jennings
PO Box 589
Georgetown, DE 19947

SUSSEX COUNTY COUNCIL NON-PROFIT GRANT PROGRAM
GUIDELINES FOR SUBMITTAL AND AFFIDAVIT OF UNDERSTANDING

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In the attached application, each organization must outline its intended uses for the awarded funding and provide a detailed breakdown of the expenses and costs for such uses. Any funding awarded to the organization must be used in substantial conformity with anticipated expenditures of the submitted application.

All expenditures must have adequate documentation and must be expended within one (1) year of award of funds.

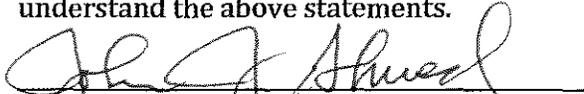
For non-religious organizations, all accounting records and supporting documentation shall be available for inspection by Sussex County within thirty (30) days after the organization's expenditure of the awarded funding, or within one year after the receipt of the awarded funds, whichever first occurs.

For religious organizations, all accounting records and supporting documentation shall be provided for inspection by Sussex County after the award has been made by County Council but before funding is released. Grant is relinquished if supporting documentation is not provided within one year of County Council award.

Certain programs are not eligible for funding pursuant to United States Constitution and State of Delaware Constitution. Those constitutional principles prohibit the use of funding to advance or inhibit religious activities. By signing below, the organization acknowledges that the funding shall be used exclusively for secular purposes, i.e., non-religious purposes and shall not be used to advance or inhibit religious activities.

In the event that such funding is used in violation of the requirements and assurances contained in this grant application, the awarded funding shall be reimbursed to Sussex County within a timeframe designated by Sussex County by written notice.

I acknowledge and represent on behalf of the applicant organization that I have read and understand the above statements.



Applicant/Authorized Official Signature

President, LCF Inc.

Title



Witness Signature

June 10, 2020

Date



SUSSEX COUNTY GOVERNMENT

GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: Primeros Pasos Early Learning Center

PROJECT NAME: Playground Equipment

FEDERAL TAX ID: 51-0375288 NON-PROFIT: YES NO

DOES YOUR ORGANIZATION OR ITS PARENT ORGANIZATION HAVE A RELIGIOUS AFFILIATION?

YES NO *IF YES, FILL OUT SECTION 3B.

ORGANIZATION'S MISSION: Since 1996, Primeros Pasos has provided safe, affordable and nurturing care and educational support for children in the Georgetown area who would otherwise not have the opportunity for this experience. The mission of Primeros Pasos Early Learning Center is to provide a high quality education in a culturally diverse environment for all children.

ADDRESS: 20648 Savannah Road

Georgetown

(CITY)

DE

(STATE)

19947

(ZIP)

CONTACT PERSON: Sandy Baker

TITLE: Board President

PHONE: 302-684-8912 EMAIL: bakerudel@comcast.net

TOTAL FUNDING REQUEST: \$2,000

Has your organization received other grant funds from Sussex County Government in the last year? YES NO

If YES, how much was received in the last 12 months? \$1,500

If you are asking for funding for building or building improvements, do you own the building in which the funding will be used for? YES NO

Are you seeking other sources of funding other than Sussex County Council? YES NO

If YES, approximately what percentage of the project's funding does the Council grant represent? 40

SECTION 2: PROGRAM DESCRIPTION

PROGRAM CATEGORY (choose all that apply)

- | | | |
|--|--|---|
| <input type="checkbox"/> Fair Housing | <input type="checkbox"/> Health and Human Services | <input type="checkbox"/> Cultural |
| <input type="checkbox"/> Infrastructure ¹ | <input type="checkbox"/> Other _____ | <input checked="" type="checkbox"/> Educational |

BENEFICIARY CATEGORY

- | | | |
|---|---|---|
| <input type="checkbox"/> Disability & Special Needs | <input type="checkbox"/> Victims of Domestic Violence | <input type="checkbox"/> Homeless |
| <input type="checkbox"/> Elderly Persons | <input checked="" type="checkbox"/> Low to Moderate Income ² | <input checked="" type="checkbox"/> Youth |
| <input checked="" type="checkbox"/> Minority | <input type="checkbox"/> Other _____ | |

BENEFICIARY NUMBER

Approximately the total number of Sussex County Beneficiaries served annually by this program:

150

SECTION 3: PROGRAM SCOPE

- A. Briefly describe the program for which funds are being requested. The narrative should include the need or problem to be addressed in relation to the population to be served or the area to benefit.

Since 1996, Primeros Pasos has provided safe, affordable and nurturing care and educational support for children in the Georgetown area who would otherwise not have the opportunity for this experience. The mission of Primeros Pasos Early Learning Center is to provide a high quality education in a culturally diverse environment for all children. Many of our students come to us understanding and speaking only Spanish. Our bilingual staff gives the children a sense of security when they know they can understand what is being said to them. Most of the children enrolled in the Early Learning Center come from families residing in the area of Georgetown and the surrounding communities. Their parents typically work in beginning-level jobs that pay little more than minimum wage. Families are referred to Primeros Pasos by friends, area churches, and the public school system.

From the beginning of the COVID-19 restriction period, Primeros Pasos Early Learning Center has remained open at the request of Governor Carney, as an essential service provider place for children whose parents are working essential jobs in the community.

In 2017, Primeros Pasos opened a new, 4,000 sq. ft., state-of-the-art Early Learning Center on Savannah Road. The center is licensed for up to 47 children ages 12 weeks to 12 years. Primeros Pasos participates in Delaware STARS for Early Success, in which we have been awarded the highest 5 Star rating. Having reached our enrollment capacity in 2018, Primeros Pasos turned its attention to completing the final phase of our capital campaign, which includes construction on the third and final classroom building on our property and adding playground space. These final steps will allow Primeros Pasos to enroll up to 22 more children in the Center, reducing our growing waiting list and providing more working families in our community with quality early care and education for their youth.

The purpose of this grant request is to provide funding for playground equipment for the new Early Learning Center, which will allow Primeros Pasos to accommodate the increased number of students enrolled once the final classroom building has been completed. The new equipment will include a bicycle track, climbing tunnels, playhouses, and slides. The cost of the equipment is \$50,000, which is part of our \$800,100 budget for the remainder of the capital campaign. Primeros Pasos is requesting a grant of \$2,000 from the Sussex County Council to help us pay for the bicycle track section of the playground equipment, which will cost \$2,816.

B. IF RELIGIOUS AFFILIATION WAS CONFIRMED ABOVE IN SECTION 1, PLEASE FILL OUT THE FOLLOWING SECTION. IF RELIGIOUS AFFILIATION WAS NOT CHECKED IN SECTION 1, THIS SECTION MAY BE LEFT BLANK.

A faith-based nonprofit organization is eligible to receive and apply for a grant on the same basis as other nonprofit organizations, with respect to programs which are eligible. In the selection of grantees, the County will not discriminate for or against an organization on the basis of the organization's religious characterization or affiliation. However, certain requests to utilize funding for programs with religious purposes may not be eligible due to constitutional principles of the United States and/or the State of Delaware.

Briefly describe the components of the program that involve religious purposes and the components that involve secular purposes, or non-religious purposes. If both non-religious and religious purposes are involved in the program, this narrative must include the specific actions that will be implemented in order to ensure that the funding is solely used for non-religious purposes and will not be used to advance or inhibit religious or faith-based activities.

After the awarded funds have been made, receipts of the non-religious purchases shall be submitted in accordance with Section 5 below before funds will be disbursed.

SECTION 4: BUDGET

REVENUE	
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	
TOTAL REVENUES	48,000.00
EXPENDITURES	
Please enter the total projected budget for the project (not entire organization expense if not applicable to request). Example of expenditure items: PERSONNEL -one lump sum that would include benefits, OPERATING COSTS -supplies, equipment, rent/lease, insurance, printing telephone, CONSTRUCTION/ACQUISITION -acquisition, development, rehab hard cost, physical inspections, architectural engineering, permits and fees, insurance, appraisal. (Put amounts in as a negative)	
Playground Bicycle track, including porous safety track	-\$ 2,000.00
Bicycle track installation	-\$ 816.00
Climbing tunnel equipment	-\$ 7,500.00
Playhouse equipment	-\$ 9,250.00
Slides	-\$ 10,434.00
Safety fencing	-\$ 11,875.00
Ground cover	-\$ 8,125.00
TOTAL EXPENDITURES	-\$ 50,000.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	-\$ 2,000.00

SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the Primeros Pasos Inc. agrees that:
(Name of Organization)

- 1) For non-religious organizations, all expenditures must have adequate documentation and must be expended within one (1) year of receipt of award funds. The funding awarded to the organization must be used in substantial conformity with the anticipated expenditures set forth in the submitted application. All accounting records and supporting documentation shall be available for inspection by Sussex County within thirty (30) days after the organization's expenditure of the awarded funding, or within one year after the receipt of the awarded funds, whichever first occurs.
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- 3) No person, on the basis of race, color, or national origin, should be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under the program or activity funded in whole or in part by these Grant funds.

SECTION 5: STATEMENT OF ASSURANCES (continued)

- 4) All information and statements in this application are accurate and complete to the best of my information and belief.
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- 8) **In the event that the awarded funding is used in violation of the requirements of this grant, the awarded funding shall be reimbursed to Sussex County within a timeframe designated by Sussex County by written notice.**

Sandy Baker

Applicant/Authorized Official Signature

6/1/20

Date

Casey Christophel

Witness Signature

6/1/20

Date

Completed application can be submitted by:

Email: gjennings@sussexcountyde.gov

Mail: Sussex County Government
Attention: Gina Jennings
PO Box 589
Georgetown, DE 19947

SUSSEX COUNTY COUNCIL NON-PROFIT GRANT PROGRAM
GUIDELINES FOR SUBMITTAL AND AFFIDAVIT OF UNDERSTANDING

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All expenditures must have adequate documentation and must be expended within one (1) year of award of funds.

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In the event that such funding is used in violation of the requirements and assurances contained in this grant application, the awarded funding shall be reimbursed to Sussex County within a timeframe designated by Sussex County by written notice.

I acknowledge and represent on behalf of the applicant organization that I have read and understand the above statements.

Sandy Baker
Applicant/Authorized Official Signature

Casey Christophel
Witness Signature

Board President
Title

6/1/20
Date

Sam
6/1/20

To Be Introduced

Council District 3 - Burton
Tax I.D. No. 135-15.00-55.01
911 Address: 22349 Lewes-Georgetown Hwy., Georgetown

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 (AGRICULTURAL RESIDENTIAL DISTRICT) FOR A CAMPGROUND FOR MOBILE CAMPERS, CAMP TRAILERS, TOURING VANS AND THE LIKE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN GEORGETOWN HUNDRED, SUSSEX COUNTY, CONTAINING 73.91 ACRES, MORE OR LESS

WHEREAS, on the 10th day of March 2020, a conditional use application, denominated Conditional Use No. 2228 was filed on behalf of M.L. Joseph Heirs Farm Account, LLC; and

WHEREAS, on the ____ day of _____ 2020, 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. 2228 be _____; and

WHEREAS, on the ____ day of _____ 2020, 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, Subsection 115-22, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2228 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 Georgetown Hundred, Sussex County, Delaware, and lying on the north side of Lewes-Georgetown Hwy. (Rt. 9) approximately 0.66 miles east of the intersection of Sand Hill Rd. and Lewes-Georgetown Hwy. (Rt. 9) and being more particularly described in the attached legal description prepared by Pennoni Associates, Inc, said parcel containing 73.91 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

Council District 2 - Wilson
Tax I.D. No. 330-11.18-41.00
911 Address: 19306 Elks Lodge Rd

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 (AGRICULTURAL RESIDENTIAL DISTRICT) FOR A PROFESSIONAL GUNSMITHING BUSINESS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN CEDAR CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 0.74 ACRES, MORE OR LESS

WHEREAS, on the 8th day of June 2020, a conditional use application, denominated Conditional Use No. 2230 was filed on behalf of Ralph A Kemmerlin Sr.; and

WHEREAS, on the ____ day of _____ 2020, 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. 2230 be _____; and

WHEREAS, on the ____ day of _____ 2020, 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, Subsection 115-22, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2230 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 Cedar Creek Hundred, Sussex County, Delaware, and lying on the south side of the intersection of Elks Lodge Rd (S.C.R 211) and Hammond Dr approximately 0.74 southeast of Marshall St (S.C.R. 225) and being more particularly described in the attached legal description prepared by Walter G. Feindt, said parcel containing 0.74 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.