



Sussex County Council Public/Media Packet

**MEETING:
JUNE 30, 2020**

****DISCLAIMER****

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**Sussex County Council
2 The Circle | PO Box 589
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

DELAWARE
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SUSSEX COUNTY COUNCIL

AGENDA**

JUNE 30, 2020

10:00 A.M.

***AMENDED on June 24, 2020 at 1:00 p.m.¹**

PLEASE REVIEW MEETING INSTRUCTIONS AT THE BOTTOM OF THE AGENDA.

Call to Order

Approval of Agenda

Approval of Minutes – June 23, 2020

Reading of Correspondence

Public Comments

Todd Lawson, County Administrator

- 1. Library Advisory Board Appointment**
- 2. Administrator's Report**

Brandy Nauman, Housing Coordinator & Fair Housing Compliance Officer

- 1. Update on CARES Act funding for the Community Development Block Grant Program**

Jamie Whitehouse, Planning and Zoning Director

- 1. Comprehensive Land Use Plan Update**



Hans Medlarz, County Engineer

1. **Construct Parallel Taxiway D, Phase 2, Project 18-03**
 - A. **Approval of Change Order No. 2**
2. **Town of Georgetown and Sussex County**
 - A. **Approval for execution of Water Interconnection Agreement**
 - B. **Authorization to appoint engineer for sewer/water work**
3. **Davis, Bowen & Friedel, Inc. – 2019 Miscellaneous Engineering Base Contract**
 - A. **Amendment 2 – Plantation Road**
4. **James Farm Ecological Preserve Professional Architectural/Engineering Services, Project C20-38**
 - A. **Recommendation to authorize Master Plan Implementation, Phase 2**
5. **Airport Lease Amendment – H&M Bay, Inc.**

Grant Requests

1. **Town of Dagsboro for water meter register replacement**
2. **Delaware Seashore Preservation Foundation for fire control tower restoration project**
3. **Town of Bridgeville for park/playground**
4. **Town of Laurel for band stand renovations**
5. **Lewes-Rehoboth Canal Improvement Association for Grove Park dock/canal access**
6. **Southern Delaware Therapeutic and Recreational Horseback Riding for construction of multi-purpose room at the Riding Center**
- * 7. **Nanticoke River Arts Council for maintenance and general operations**

Introduction of Proposed Zoning Ordinances

Council Members' Comments

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

Possible Action on Executive Session Items

1:30 p.m. Public Hearings

PLEASE REVIEW MEETING INSTRUCTIONS AT THE BOTTOM OF THE AGENDA.

Change of Zone No. 1914 filed on behalf of Ronald E. and M. Candice Gray

“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 BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 10.06 ACRES, MORE OR LESS” (property lying on the northwest side of Roxana Road, approximately 0.61 mile southwest of Peppers Corner Road (Route 17) (Tax I.D. No. 134-15.00-20.06) (911 Address: Not Available)

Change of Zone No. 1915 filed on behalf of Fisher’s Popcorn Fenwick, LLC

“AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A B-3 BUSINESS RESEARCH DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 17.15 ACRES, MORE OR LESS” (property lying on the north side of Zion Church Road (Route 20), approximately 318 feet southeast of Deer Run Road) (Tax I.D. No. 533-11.00-78.04) (Portion of) (911 Address: Not Available)

Conditional Use No. 2213 filed on behalf of Whitetail Lane, LLC

“AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A BORROW PIT TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN GEORGETOWN HUNDRED, SUSSEX COUNTY, CONTAINING 220.38 ACRES, MORE OR LESS” (property lying on the northeast side of Cedar Lane, approximately 1.09 mile southeast of Wood Branch Road (Tax I.D. No. 135-20.00-137.00) (911 Address: 17471 Whitetail Lane, Georgetown)

Conditional Use No. 2215 filed on behalf of BZ Land, LLC

“AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR PROFESSIONAL OFFICES TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 1.56 ACRES, MORE OR LESS” (property lying on the south side of Lighthouse Road (Route 54) at Bayville Road) (Tax I.D. No. 533-19.00-26.00) (911 Address: 37116 and 37124 Lighthouse Road, Selbyville)

Conditional Use No. 2221 filed on behalf of Dominic Lombardi

“AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A SMALL AUTO REPAIR BUSINESS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN DAGSBORO HUNDRED, SUSSEX COUNTY, CONTAINING 0.75 ACRES, MORE OR LESS” (property lying on the northeast corner of the intersection of Sheep Pen Road and Godwin School Road) (Tax I.D. No. 133-16.00-73.04) (911 Address: 24169 Godwin School Rd., Millsboro)

Adjourn

In accordance with 29 Del.C. §10004(e)(2), this Agenda was posted on June 23, 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.

¹ Per 29 Del. C. § 10004 (e) (5) and Attorney General Opinion No. 13-IB02, this agenda was amended to address a matter which arose after the initial posting of the agenda but before the start of the Council meeting.

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 public is encouraged to view the meeting on-line. Any person attending in-person will be required to go through a wellness and security screening, including a no-touch temperature check. The public will be required to wear a facial mask.

Chambers seating capacity is limited and seating assignments will be enforced.

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

The County is required to provide a dial-in number for the public to comment during the appropriate time of the meeting. **Note, the on-line stream experiences a 30-second delay.** Any person who dials in should listen to the teleconference audio to avoid the on-line stream delay.

To join the meeting via telephone, please dial:

Conference Number: 800-988-0494

Passcode: 1695792

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

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

If any member of the public would like to submit comments electronically, please feel free to send them to rgriffith@sussexcountyde.gov. All comments shall be submitted by 4:30 P.M. on Monday, June 29, 2020.

#

SUSSEX COUNTY COUNCIL - GEORGETOWN, DELAWARE, JUNE 23, 2020

A regularly scheduled meeting of the Sussex County Council was held on Tuesday, June 23, 2020, at 10:00 a.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

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

**Call to
Order**

Mr. Vincent called the meeting to order.

**M 213 20
Approve
Agenda**

A Motion was made by Mr. Hudson, seconded by Mr. Rieley, to approve the Agenda, 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**

Minutes

The minutes of June 9, 2020 were approved by consent.

**Public
Comments**

Public Comments

Mr. Lawson reported that written comments were received from Howard Gorrell and have been submitted into the record.

There were no additional public comments.

**M 214 20
Approve
Consent
Agenda**

A Motion was made by Mr. Burton, seconded by Mr. Hudson, to approve the following items listed under the 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**

**M 214 20
(continued)**

**4. Use of Existing Wastewater Infrastructure Agreement, IUA667-9
Bishop's Landing Phase 4, Dove Barrington Development, LLC**

Motion Adopted: 5 Yeas.

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

**Adminis-
trator's
Report**

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

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.

(Attachments to the Administrator's Report are not attachments to the minutes.)

**Federal
Payment
in Lieu
of Taxes**

Andrea Wall, Manager of Accounting, reported that a check in the amount of \$38,898.00 has been received from the United States Department of the Interior, Fish and Wildlife Service, as a federal payment in lieu of taxes for

**Federal
Payment
in Lieu
of Taxes
(continued)**

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. The 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. Mrs. Wall advised that the recommendation is to allocate the funds in the same percentage as other County tax collections, as the County has done in the past.

**M 215 20
Approve
Distribution
of the
Refuge
Revenue
Sharing
Funds**

A Motion was made by Mr. Rieley, seconded by Mr. Hudson, that the Sussex County Council approves the Accounting Department's recommended distribution of the Refuge Revenue Sharing Funds, as follows: Milford School District - \$7,860.63; Cape Henlopen School District - \$25,384.82; Sussex Technical School District - \$2,107.76; Sussex County - \$3,172.77; and Sussex County Libraries - \$372.02.

Motion Adopted: 5 Yeas.

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

**FY 2021
Insurance
Recom-
mendation**

Andrea Wall, Manager of Accounting, discussed the renewal of the County's insurance package on July 1. The County's broker, Alliant, recommended that the County not market its property and liability package; Alliant recommends that the County market the program only every 2-3 years in order to not over-exercise the market and to enable the County to develop relationships with carriers and under-writers. Mrs. Wall stated that they are seeing a difficult state of the insurance market affected by many factors including COVID-19. Alliant has been able to secure renewal pricing that was in line with the County's budget projections for FY 2021. It is recommended that the County renew with the incumbent carriers. Although a slight increase in cost is being presented, this increase is not based on claim activity or the insurability of Sussex County. The increase is around 9 percent; many other jurisdictions are seeing much larger increases even with no claim activity.

**M 216 20
Authorize
Insurance
Coverage
FY 2021**

A Motion was made by Mr. Burton, seconded by Mr. Hudson, based upon the recommendation of Alliant Insurance Services, Insurance Buyers Council, and Sussex County Finance Department, that Sussex County Council authorizes the placement of insurance coverage, as presented, for the period of July 1, 2020 through June 30, 2021, at a cost not to exceed \$1,648,458.00.

Motion Adopted: 5 Yeas.

**M 216 20
(continued)**

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

**Request to
Post
Notices/
Cherry
Walk
Annexation**

John Ashman, Director of Utility Planning, presented a request to post notices for the proposed Cherry Walk Expansion of the Sussex County Unified Sanitary Sewer District (Angola Neck Area). The proposed expansion would include parcels in the community known as Cherry Walk and Hollywood along Cherry Walk Drive and 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 and requested more information on their ability to be annexed. The 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 Department sent a third polling letter to the area requesting a response from the residents. In all, the Engineering Department received 14 responses in favor, 11 responded “not at this time”, and 6 did not respond. The Engineering Department requests permission to prepare and post notices for a Public Hearing on the annexation of the area.

**M 217 20
Authorize
Posting of
Notices/
Cherry
Walk
Annexation**

A Motion was made by Mr. Burton, seconded by Mr. Wilson, that the Sussex County Engineering Department is authorized to prepare and post notices for the Cherry Walk Expansion of the Sussex County Unified Sanitary Sewer District to include parcels along Cherry Walk Drive and David Drive, 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**

Rules

Mr. Moore read the rules of procedure for public hearings (via teleconference).

**Public
Hearing
Assessment
Rolls**

A Public Hearing was held on the Assessment Rolls for Sewer and Water Districts. Mrs. Jennings reported that the Assessment Rolls reflect the County’s records for equivalent dwelling units (EDUs) and billable front footage for each sewer and water district. These records have been made available in the billing office for public inspection and review. These records are subject to individual appeal via the Board of Assessment Review. Mrs. Jennings noted that this Public Hearing is on the list of properties and applicable front footage and EDUs that will be billable by the rates established in the rate ordinance.

There were no public comments.

The public record and Public Hearing were closed.

**M 218 20
Adopt
Assessment
Rolls**

A Motion was made by Mr. Burton, seconded by Mr. Wilson, that the Sussex County Council adopts the Assessment Rolls for the Sussex County Unified Sanitary Sewer and Water Districts for the period July 1, 2020 through June 30, 2021.

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/
Proposed
Ordinance/
Sewer and
Water
Charges**

A Public Hearing was held on the Proposed Ordinance entitled “AN ORDINANCE ESTABLISHING ANNUAL SERVICE CHARGES, ANNUAL ASSESSMENT RATES FOR COLLECTION AND TRANSMISSION AND/OR TREATMENT, AND CONNECTION CHARGES FOR ALL SUSSEX COUNTY WATER AND SANITARY SEWER DISTRICTS”.

Mrs. Jennings reviewed highlights of the sewer and water budget. (A comprehensive presentation was given at the May 19, 2020 Council meeting.)

There were no public comments.

The public record and Public Hearing were closed.

**M 219 20
Adopt
Ordinance
No. 2717**

A Motion was made by Mr. Burton, seconded by Mr. Wilson, to Adopt Ordinance No. 2717 entitled “AN ORDINANCE ESTABLISHING ANNUAL SERVICE CHARGES, ANNUAL ASSESSMENT RATES FOR COLLECTION AND TRANSMISSION AND/OR TREATMENT, AND CONNECTION CHARGES FOR ALL SUSSEX COUNTY WATER AND SANITARY SEWER DISTRICTS”.

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/
Proposed
Ordinance/
Annual
Operating
Budget
FY 2021**

A Public Hearing was held on the Proposed Ordinance entitled “AN ORDINANCE ESTABLISHING ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2021”.

Mrs. Jennings reviewed highlights of the \$157.8 million annual operating budget for Fiscal Year 2021. (A comprehensive presentation was given at the May 19, 2020 Council meeting.)

Public comments were heard.

Public Hearing (continued)

Dan Kramer commented on the proposed COLA for employees as well as the proposed performance raises and stated that they were not included in the Budget.

There were no additional public comments.

The public record and Public Hearing were closed.

M 220 20 Adopt Ordinance No. 2718

A Motion was made by Mr. Burton, seconded by Mr. Rieley, to Adopt Ordinance No. 2718 entitled "AN ORDINANCE ESTABLISHING ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2021".

Motion Adopted: 5 Yeas.

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

Public Comment (continued)

Upon request, the Council revisited the public comment portion of the meeting and Dan Kramer spoke.

County's Reopening Plan

Mr. Lawson outlined the recommendations staff has developed for the reopening plan for County operations, which is scheduled to take place on Monday, June 29, 2020. Mr. Lawson discussed public access to the County Administrative Office Building, building permits and plan reviews, Planning and Zoning Office, Recorder of Deeds Office, Engineering Utility Permits Office, Marriage Bureau, and Treasury and Collections and the "State 65 tax credit" applications. Mr. Lawson also reported on the reopening of County Council Chambers and public hearings being held in Council Chambers. Mr. Lawson also reported that the County facilities outside the County Administrative Office Building remain closed with limited public access.

Proposed Ordinance/ GOBs in Connection with Land Conservation/ Water Quality Project

Hans Medlarz, County Engineer, presented 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".

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.

Introduction of Proposed Ordinance Mr. Burton introduced the 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”. The Proposed Ordinance will be advertised for Public Hearing.

Western Sussex Transmission Facilities Contract/ Office/ Garage Building Hans Medlarz, County Engineer, presented the bid results for the Western Sussex Transmission Facilities, Contract 6, Office/Garage Building, Project S20-35. Six (6) bids were received and analyzed by George, Miles & Buhr, LLC. The Engineering Department recommends awarding the bid 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. Mr. Medlarz reported that the award is expected to be covered out of the supplemental Clean Water State Revolving Fund (CWSRF) funding request previously filed by the County.

M 221 20 Award Bid/ Western Sussex Transmission Facilities Contract/ Office/ Garage Building A Motion was made by Mr. Burton, seconded by Mr. Hudson, based upon the recommendation of the Sussex County Engineering Department, that Contract S20-35, Western Sussex Transmission Facilities: Contract 6: Office/Garage Building, be awarded to GGI Builders, Inc. for their Base Bid and Contingency Unit Price Bid of \$410,525.00, contingent upon DNREC concurrence.

Motion Adopted: 5 Yeas.

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

EMS 200/ Medic 110 Station Project Bid Results Hans Medlarz, County Engineer, presented the bid results for the EMS 200/Medic 110 Station, Project C19-08. Twelve (12) bids were received and analyzed by George Miles & Buhr, LLC, the Engineering Department recommends awarding the bid 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.

M 222 20 Award Bid/ EMS 200/ Medic 110 Station Project Bid Results A Motion was made by Mr. Burton, seconded by Mr. Rieley, based upon the recommendation of the Sussex County Engineering Department, that Contract C19-08, EMS 200/Medic 110 Station, be awarded to The Whayland Company, for their Base Bid, add Alternate 3 and Contingency Unit Price Bid items, in the amount of \$1,407,250.00.

Motion Adopted: 5 Yeas.

M 222 20
(continued)
Vote by Roll Call: Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Wilson, Yea; Mr. Burton, Yea;
Mr. Vincent, Yea

Professional
Environmental
Services
Project/
RK&K
Base Eng.
Agreement

Hans Medlarz, County Engineer, presented a request for the 2nd Revision to the budgets of Amendment Nos. 1 and 2, as well as the Base Contract, in the total not to exceed amount of \$75,000.00, to the RK&K's Base Engineering Agreement for Professional Environmental Services for the Inland Bays and the Sussex County portion of the Chesapeake Bay Watersheds.

M 223 20
Approve
Increases/
Base
Contract
and Amend-
ments/
RK&K
Base Eng.
Agreement

A Motion was made by Mr. Burton, seconded by Mr. Wilson, based upon the recommendation of the Sussex County Engineering Department, that the Base Contract and Amendment Nos. 1 and 2 to the Professional Environmental Services Contract with RK&K be increased in the respective amounts of \$35,000.00, \$20,000.00 and \$20,000.00, to finalize the respective scopes.

Motion Adopted: 5 Yeas.

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

Grant
Requests

Mrs. Jennings presented grant requests for the Council's consideration.

M 224 20
Council-
manic
Grant

A Motion was made by Mr. Hudson, seconded by Mr. Burton, to give \$1,500.00 from Mr. Hudson's Councilmanic Grant Account to Clear Space Theatre Company for program expenses.

Motion Adopted: 5 Yeas.

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

M 225 20
Council-
manic
Grant

A Motion was made by Mr. Rieley, seconded by Mr. Wilson, to give \$6,000.00 (\$4,288.00 from Mr. Rieley's Councilmanic Grant Account and \$1,712.00 from Mr. Wilson's Councilmanic Grant Account) to the Millsboro Historical Society for maintenance at the Godwin School.

Motion Adopted: 5 Yeas.

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

M 226 20

A Motion was made by Mr. Hudson, seconded by Mr. Burton, to give \$1,500.00 (\$750.00 each from Mr. Hudson's and Mr. Burton's

M 226 20 Councilmanic Grant (continued) Councilmanic Grant Accounts) to the Mid-Atlantic Symphony Orchestra Society for concert performances through live streaming.

Motion Adopted: 5 Yeas.

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

M 227 20 Councilmanic Grant A Motion was made by Mr. Hudson, seconded by Mr. Rieley, to give \$1,000.00 (\$500.00 each from Mr. Hudson's and Mr. Rieley's Councilmanic Grant Accounts) to the Fraternal Order of Police, Sussex County Lodge No. 2, for charity support to organizations and law enforcement initiatives for underprivileged youth.

Motion Adopted: 5 Yeas.

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

M 228 20 Councilmanic Grant A Motion was made by Mr. Hudson, seconded by Mr. Burton, to give \$3,500.00 from Mr. Hudson's Councilmanic Grant Account to the West Rehoboth Community Land Trust for rental home roof replacement.

Motion Adopted: 5 Yeas.

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

Defer Grant Request Action on the grant request from the Friends of the Milford Museum was deferred until July.

M 229 20 Councilmanic Grant A Motion was made by Mr. Hudson, seconded by Mr. Burton, to give \$5,000.00 (\$3,500.00 from Mr. Hudson's Councilmanic Grant Account and \$1,500.00 from Mr. Burton's Councilmanic Grant Account) to True Blue Jazz for festival expenses.

Motion Adopted: 5 Yeas.

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

M 230 20 Councilmanic Grant A Motion was made by Mr. Wilson, seconded by Mr. Burton, to give \$3,500.00 from Mr. Vincent's Councilmanic Grant Account to the Laurel Community Foundation for Hope House operating expenses.

**M 230 20
(continued)**

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**

The grant request from Primeros Pasos was deferred until July.

**Introduction
of Proposed
Ordinances**

Mr. Burton introduced the Proposed Ordinance entitled “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” (Conditional Use No. 2228) filed on behalf of M. L. Joseph Heirs Farm Account, LLC (Tax I.D. No. 135-15.00-55.01) (911 Address: 22349 Lewes-Georgetown Highway, Georgetown).

Mr. Wilson introduced the Proposed Ordinance entitled “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” (Conditional Use No. 2230) filed on behalf of Ralph A. Kemmerlin, Sr. (Tax I.D. No. 330-11.18-41.00) (911 Address: 19306 Elks Lodge Road).

The Proposed Ordinances will be advertised for Public Hearing.

**Council
Members’
Comments**

Council Members’ Comments

Mr. Hudson and Mr. Burton commented on the buffer ordinance that the County has been working on and asked that efforts be made to maintain existing vegetation and mature trees in developments.

**M 231 20
Go Into
Executive
Session**

At 11:51 a.m., a Motion was made by Mr. Wilson, seconded by Mr. Hudson, to recess the Regular Session and go into Executive Session for the purpose of discussing matters relating to 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 11:53 a.m., an Executive Session of the Sussex County Council was held by teleconference for the purpose of discussing matters relating to land acquisition. The Executive Session concluded at 12:43 p.m.

**M 232 20
Reconvene
Regular
Session**

At 12:46 p.m., a Motion was made by Mr. Hudson, seconded by Mr. Burton, to come out of Executive Session and 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**

**M 233 20
Negotiate
Land
Acquisition/
Land
2020-G**

A Motion was made by Mr. Burton, seconded by Mr. Hudson, to authorize the County Administrator to negotiate and enter into a contract and settle on a parcel of land known as Land 2020-G.

Motion Adopted: 5 Yeas.

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

**M 234 20
Adjourn**

A Motion was made by Mr. Wilson, seconded by Mr. Burton, to adjourn at 12:47 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.}

BRANDY BENNETT NAUMAN
HOUSING COORDINATOR &
FAIR HOUSING COMPLIANCE OFFICER
(302) 855-7777 T
(302) 854-5397 F
bnauman@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.
Todd F. Lawson, County Administrator

FROM: Brandy B. Nauman, Housing Coordinator & Fair Housing Compliance Officer

RE: **CARES Act Funding Allocation**

DATE: June 24, 2020

On Tuesday, Brad Whaley and I will provide a brief presentation on new funding being made available to Sussex County through the CARES Act. The Delaware State Housing Authority (DSHA) received \$1,471,924 under the first round of the CARES Act allocated for the Community Development Block Grant (CDBG) program. This funding is to be used in Kent and Sussex Counties, with the priority of pandemic response and prevention.

Please do not hesitate to contact me with any questions. Thank you.

CC: Brad Whaley, Director, CD&H



COUNTY ADMINISTRATIVE OFFICES WEST COMPLEX
22215 DUPONT BOULEVARD | PO BOX 589
GEORGETOWN, DELAWARE 19947



COUNTY COUNCIL

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

Sussex County

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REPORT TO GOVERNOR'S ADVISORY COUNCIL ON PLANNING

SUSSEX COUNTY, DELAWARE

2019-2020

June 30, 2020

INTRODUCTION

This is the first annual report regarding Sussex County's 2018 Comprehensive Plan ("the Plan"), which was adopted by County Council on Tuesday, December 4, 2018. The Plan was subsequently certified by Governor John C. Carney on March 19, 2019 as being in compliance with Title 9, Chapter 69, Subchapter II (The Quality of Life Act) of the Delaware Code.

This report is intended to comply with Title 9, Section 6958 of the Delaware Code. Delaware law mandates that all counties and municipalities have a Comprehensive Plan in place. Counties and municipalities must review and update those plans for State certification every 10 years, while also providing annual updates on the progress of implementation.

INTRODUCTION

In the July 2019 to July 2020 reporting year, Sussex County has undertaken a number of initiatives to implement the strategies within the Comprehensive Plan.

In April 2019, the County adopted Ordinance 19-5 which amended all Code reference to the Environmentally Sensitive Developing Area to the Coastal Area. This change to the Zoning Code was implemented to reflect the adoption of the Comprehensive Plan on March 19, 2019.



COUNTY ADMINISTRATIVE OFFICES
2 THE CIRCLE | PO BOX 417
GEORGETOWN, DELAWARE

In December 2019, Ordinance 19-6 came into effect. This Ordinance relates to the County’s Subdivision Code and changed a previously optional design superiority requirement to be mandatory for all new subdivision applications received after December 2019.

In December 2019 the County held a public hearing in relation to updating its Memorandum of Understanding with Delaware Department of Transportation. This document outlines the relationship between the County and DelDOT in relation to the receipt and processing of land-use applications, and the level of information that is required to be included within an application. The County continues to consider the draft Memorandum of Understanding and is working with DelDOT in getting it finalized. The County is continuing to work with DelDOT on exploring a Transportation Improvement District for the 24 square mile Henlopen area south of Rt. 9 and west of SR.1.

Other Ordinances have been adopted during the review period, including an Ordinance to introduce an administrative approval process for Manufactured Homes, and an Ordinance to introduce an administrative approval process for Garage Studio Apartments. These Ordinances have reduced the number of applications considered each year by the County’s Board of Adjustment.

During the review period, the County has continued to convene meetings of a working group to explore the potential introduction of a new Ordinance relating to natural resource management. This working group included representatives from all stakeholders including landowners, developers, engineers, DNREC and the public. That process was nearing completion with a final document being prepared for introduction for an Ordinance when Covid-19 struck.

LAND USE

In the reporting year there has been a change in the number and type of applications received. Since July 1, 2019, the Planning & Zoning Department has received a total of 69 applications for Conditional Uses and Changes of Zone, compared with a total of 71 for the previous 12-month period.

	Change of Zone	Conditional Use
July 1, 2018 – June 30, 2019	28	43
July 1, 2019 – June 30, 2020	30	39

Total application submissions of Conditional Use and Change of Zone applications

During the reporting year, the total number of Major Subdivision applications has fallen, and the total number of units proposed has also fallen from the previous year, as outlined below:

	Total Number of Applications	Total Number of Lots
July 1, 2018 – June 30, 2019	32	3,447
July 1, 2019 – June 30, 2020	23	914

Total of Major Subdivision Applications

Major subdivisions include applications for the creation of more than 4 lots, or on parcels where the permitted number of minor subdivisions has been utilized.

WASTEWATER

Sussex County continues to increase the availability of central sewer to environmentally sensitive areas of the county. The County has completed the Angola North extension of the collection and transmission system as well as the Blades, Concord Road extension. Several new areas are scheduled for installation of central sewer in the near future. Those areas include Herring Creek, Chapel Branch, Joy Beach, Mulberry Knoll, Wolfe Runne, Mallard Creek, Long Neck Communities (Branch, Autumn, Tucks Roads and Sherwood Forest) and Lochwood.

The County is also in the process of installing a major transmission line for sewer to the Western Sussex Area which will transmit wastewater from Greenwood & Bridgeville to the City of Seaford wastewater facility for treatment and disposal. This transmission line will eliminate the Bridgeville treatment facility and its discharge to the upper reaches of the Nanticoke River.

The County has been continuing its efforts to utilize private utility infrastructure owned by regulated utilities under bilateral agreement(s) in an effort to prevent the installation of parallel underutilized infrastructure. The County is also in the process of determining (through a referendum as required by state law) whether to extend sewer service to the Blackwater Village community.

Water

The County is completing the design and preparing for installation of the water transmission system for the residents of the Greater Ellendale Water District. Multiple attempts in various forms to create a water district for the Ellendale Area have failed. The residents who desired the District worked with the Engineering Department to create an optimized boundary to include the areas with the greatest need for central water. Upon receipt of the required number of petitions, County Council approved the revised boundary for the Greater Ellendale Water District. A referendum was held in September of 2018 with the final count revealing the eligible voters in favor of the project. County Council approved the water district in October 2018. Subsequently, the Engineering Department submitted a State Drinking Water SRF capital funding package which made it on the State's Project Priority List with the highest ranking.

Residents of the Winding Creek Village Community submitted petitions requesting a water district be established for the entire community. A second group submitted affidavits that the entire community did not want or require central water service. A second set of petitions were submitted and the Engineering Department in conjunction with the residents established an optimized water district boundary. A public hearing was held, and County Council adopted a Resolution for the boundary in June 2017. The County held a referendum and the community approved the project in September of 2017. County Council declared the district by approving a Resolution in October of 2017. The water infrastructure will be installed in parallel with a central sewer project for the community. The County is currently applying for the Certificate of Convenience and Necessity (CPCN) for the Winding Creek Village water district.

HOUSING

Sussex County continues to promote fair and affordable housing through the Planning & Zoning Department, and the Community Development and Housing Department. 2020 saw the implementation of a large-scale housing project that was approved under the Sussex County Rental Program (SCRIP) known as Coastal Tide (formerly known as The Arbors at Cottagedale Apartments). Coastal tide is an 18.08 ac. parcel of land located in Lewes and Rehoboth Hundred (Tax parcel 334-6.00 504.02). The Final Site Plan includes 168 apartments including 1, 2 and 3-bedroom units, with at least 26 of the apartments being affordably priced housing units through SCRIP.

In response to the economic hardships related to COVID-19, Sussex County Council granted \$250,000 towards the Delaware State Housing Authority's Delaware Housing Assistance Program (DE HAP). This funding will provide renters in Sussex County that are struggling to pay rent and/or utility bills with emergency financial assistance. Households that are directly impacted by COVID-19 are eligible for up to \$1,500 in assistance.

The County continues to work with applicants proposing residential developments to explore ways to deliver increase affordably priced units within the County.

Following the final report and recommendations in October 2019 from LSA Planning, the organization contracted to provide an intensive housing study, an internal County working group composed of Administration, Community Development and Housing, Planning and Zoning, and Legal worked to develop an implementation plan to expand affordable housing opportunities.

During the reporting year, Sussex County has assisted 250 households with owner-occupied rehabilitations and emergency repairs, water and sewer hookups, with a total value of \$1.9 million. Working with the Sussex Housing Group and its affiliates, the County helped to coordinate public/private partnerships to leverage dollars for community development efforts in impacted communities.

ECONOMIC DEVELOPMENT

Sussex County Economic Development continues to promote business growth throughout Sussex County. During 2019 Sussex County Government supported the construction of a 13,500-square-foot Automotive Center of Excellence at Delaware Technical Community College in Georgetown. In addition, Sussex County Council thru Economic Development contributed \$120,000 over a two-year period toward the center, which will double to 40 the number of automotive technicians trained annually and train up to 15 diesel mechanics per year — a first for the region.

After months working with a LED lighting company, Jaykal LED Solutions, Inc., the County has secured a lease for Area 3 at the Delaware Coastal Business Park and is a beneficiary of Sussex County's low interest loan program, which allowed the company to relocate to Broadkill Economic Zone. Jaykal has been in business since February 2008. Their mission is to supply innovative indoor and outdoor LED lighting products to local, municipal and federal entities and in developing Asian and Middle Eastern nations, and early customers included those in India, Yemen and China. Jaykal entered the North American market in 2011 and experienced rapid growth, then began to secure multi-national clients including Coca-Cola and the United Nations world Food programs. This new manufacturing space at the Delaware Coastal Business Park will allow Jaykal to continue its growth pattern.

Foreign Trade Zone (FTZ)- Sussex County achieved another major economic development milestone in the Fall of 2019, successfully earning Foreign Trade Zone (FTZ) designation for the County's Delaware Coastal Business Park. Now foreign and domestic goods can be moved into the Delaware Coastal Business Park for operations, including storage, exhibition, manufacturing and processing. Previously, this was prohibited prior to FTZ approval. In areas without FTZ designation, duty payments are required on foreign goods. Importers then must pay duties at the rate of the original foreign materials or on the finished product. Domestic products moved into the FTZ for export can already be considered exported goods for the purpose of excise tax rebates. Businesses already located in the FTZ provided input on whether FTZ status would benefit their operations, and interest was expressed, prompting the County Economic Development office to initiate the process. The new designation permits storage of products in the industrial and business parks.

Peninsula Paving Expands from 5-25 Acres; 20 Employees and Staff- Peninsula Paving was a beneficiary of Sussex County's low interest loan program, which allowed the company to relocate to Broadkill Economic Zone to a larger, more centralized location with suitable infrastructure and room for future growth. Today – as a result of the ExciteSussex (Sussex County Economic Development Loan program) low interest loan program – Peninsula Paving occupies a 25-acre parcel that includes an office and buildings to keep equipment under cover. Not only does it provide a more central location on Route 9 east of Georgetown, it gives the company higher visibility with road frontage and billboards, plus the acreage affords the company room for future growth.

‘Ready in 6’- Sussex County has supported the “Ready in 6” Coalition, whose goal is to position Delaware in a more competitive economic development arena by streamlining permitting processes. Ready in 6 would streamline Delaware’s process to six months or less. This would give the First State another tool in its toolkit to overcome lack of hefty financial incentives offered by surrounding states to lure new businesses.

RECREATION AND OPEN SPACE

The Sussex County Subdivision Code allows for applicants to apply under the cluster development option whereby the lot size and lot width requirement of the AR-1 Zoning District is reduced for subdivisions that provide a minimum of 30% of the site area as open space. During the review period, the following areas of open space were approved under this option:

P&Z Reference	Name	Units	Open Space
2019-16	Estates at Milton Crossing	87	47.90 acres
2019-71	Old Mill Landing North	71	19.968 acres
2019-08	Azalea Woods	610	162.161 acres
2019-06	Zinszer Property (Estuary Phase 1D)	34	16.47 acres
2019-05	Chase Oaks	253	78.17 acres
2019-02	Old Mill Landing South	156	97.74 acres
2018-34	Keastone Bay	651	132.814 acres

The total new open space approved during the review period is 555.22 Acres.

In addition, during the review period, the County has approved the creation of one new Agricultural Preservation District for the Wells District APD, approved on April 9, 2020 for 280.69 Acres (Parcels 230-3.00-9.00 and 230-3.00-10.00) accessed from Slaughter Beach Road.

On June 23, 2020, Sussex County Council approved the Council's budget for Fiscal Year 2020. As part of the \$157.8 million budget, a sum of \$1.7 million has been identified to preserve open space and farmland.

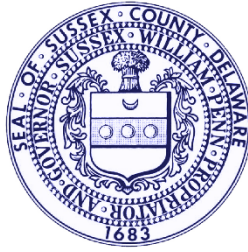
The County continues to support efforts to re-use the former Delaware Coast Line Railroad as a recreational trail. During the review period, the Sussex County Land Trust purchased a 31-acre parcel (235-31.00-10.00) using a substantial contribution from Sussex County Council to support the building of a trailhead along the Lewes-to-Georgetown Trail.

CONCLUSION

The 2019-2020 reporting period has seen solid progress towards the implementation of the Strategies contained within the 2018 Comprehensive Plan. The County looks forward to continuing to implement the Comprehensive Plan during the 2020-2021 reporting period.

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
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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: ***CONSTRUCTION of PARALLEL TAXIWAY D, PHASE 2,
PROJECT 18-03, CHANGE ORDER NO.2***

DATE: June 30, 2020

The completion of Taxiway D allows for the development of several corporate size hangars and a large apron for aircraft parking. In addition, Taxiway D supports the development of GPS based instrument flight approaches to both ends of the crosswind Runway 10-28.

On June 27, 2018, two (2) construction bids were received. Both bids were significantly above the engineer's estimate. In addition, the "low" bidder was non-responsive for submittal of an incorrect bid form. On July 17, 2018, Council rejected all bids and authorized re-advertising the project. The Engineering Department and Delta Airport Consultants, Inc. reviewed bid items to determine the disparity of costs, restructured the documents, and rebid the project. The resulting bids were nearly \$1,000,000 lower than the original bids and on August 21, 2018 Council awarded the Alternate 2 Base Bid of \$4,939,835.70 and Bid Additive 1 of \$599,353.60 to George & Lynch, Inc. The project is federally funded and the FAA grant in the amount of \$5,532,528.00 covers 90% of the project cost.

After reviewing Delta Airport Consultants design for Bid Additive 1 for Parallel Taxiway D, Phase 2, the Engineering Department determined the design didn't efficiently address the overall project area drainage. The bid additive was redesigned in house and a change order proposal solicited from the contractor. In addition, Delta Airport Consultants provided an independent cost estimate. Brian Gearhart, FAA area representative, reviewed the justification for the proposed Change Order No. 1 and determined the request is eligible for reimbursement up to the maximum amount of FAA grant. On January 8, 2019, Council approved change order no. 1 in the amount of \$22,135.00.

The Engineering Department is now requesting approval of Change Order No. 2 in the deduct amount of \$31,716.44, which covers the installation of additional ground rods required for the new taxiway circuits to meet the FAA specification requirements for resistance and finalizes all quantities. Construction is complete except for some punch list items. Once they are closed and the project inspected by the FAA, the Department will seek Council's concurrence to final acceptance.



CHANGE ORDER NO. 2

May 13, 2020

OWNER:	<u>Sussex County, Delaware</u>	OWNER'S ADDRESS:	<u>2 The Circle (PO Box 589), Georgetown, DE 19947</u>
NAME OF AIRPORT:	<u>Delaware Coastal Airport</u>	LOCATION OF AIRPORT:	<u>21553 Rudder Lane, Georgetown, Delaware 19947</u>
NAME OF CONTRACTOR:	<u>George & Lynch, Inc.</u>	ADDRESS OF CONTRACTOR:	<u>150 Lafferty Lane, Dover, Delaware 19901</u>

DESCRIPTION OF WORK IN CONTRACT: Construct Parallel Taxiway D, Phase 2	Delta Project No.	<u>17010</u>
	Sussex County Project No.	<u>18-03</u>
	AIP Project No.	<u>3-10-0007-034-2018</u>
	Original Contract Amount:	<u>\$5,539,189.30</u>
	Previous Change Orders:	<u>\$22,135.00</u>
	Est. Cost This Change:	<u>(\$31,716.44)</u>
	New Contract Amount:	<u>\$5,529,607.86</u>

CHANGES ORDERED: See Attached

REASON(S) FOR CHANGE ORDER: See Attached

Original Contract Time:	<u>240</u>	<u>CD</u>
Changes Previous Change Orders:	<u>0</u>	<u>CD</u>
Change in Contract Time This Change Order:	<u>0</u>	<u>CD</u>
New Contract Time:	<u>240</u>	<u>CD</u>

Subject to conditions set forth below, an equitable adjustment is established as follows:

<u>CONTRACT PRICE</u>		<u>CONTRACT TIME</u>	
<u>Not Changed</u>		<u>x</u> <u>Not Changed</u>	
<u>Increased by</u>		<u>Increased by</u>	<u> </u> days
<u>x</u> <u>Decreased by</u>	<u>\$31,716.44</u>	<u>Decreased by</u>	<u> </u> days

The foregoing is in accordance with your contract dated September 25, 2018 and as listed below:

- A. The aforementioned change and work affected thereby are subject to all contract stipulations and covenants,
- B. The rights of the OWNER are not prejudiced; and
- C. All claims against the OWNER which are incidental to or as a consequence of the aforementioned change are satisfied.
- D. This Change Order shall not be final or binding unless and until approved and executed by all parties and funding agencies listed below.

	<u>Project Manager</u>	<u>5/21/2020</u>
ACCEPTED: GEORGE & LYNCH, INC.	TITLE	DATE

	<u>Project Engineer</u>	<u>05/22/2020</u>
APPROVED: DELTA AIRPORT CONSULTANTS, INC.	TITLE	DATE

APPROVED: FAA	TITLE	DATE
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CHANGE ORDER NO. 2
May 13, 2020

OWNER:	Sussex County, Delaware	OWNER'S ADDRESS:	2 The Circle (PO Box 589), Georgetown, DE 19947
NAME OF AIRPORT:	Delaware Coastal Airport	LOCATION OF AIRPORT:	21553 Rudder Lane, Georgetown, Delaware 19947
NAME OF CONTRACTOR:	George & Lynch, Inc.	ADDRESS OF CONTRACTOR:	150 Lafferty Lane, Dover, Delaware 19901

CHANGES ORDERED:

Item No.	Spec No.	Description	Unit	Original Contract Quantity	Revised Contract Quantity	Original Contract Item Price	Revised Contract Item Price	Original Contract Amount	Revised Contract Amount	Increase or Decrease
2	P-140	BITUMINOUS PAVEMENT REMOVAL	SY	220	221.40	\$40.85	\$40.85	\$8,987.00	\$9,044.19	\$57.19
3	P-150	REMOVE BASE MOUNTED MITL	EA	19	20.00	\$462.00	\$462.00	\$8,778.00	\$9,240.00	\$462.00
4	P-150	REMOVE PULLCAN/JUNCTION STRUCTURE	EA	1	3.00	\$935.00	\$935.00	\$935.00	\$2,805.00	\$1,870.00
7	P-150	REMOVE EXISTING DRAINAGE PIPE 12" CP	LF	1,140	1,714.00	\$36.50	\$36.50	\$41,610.00	\$62,561.00	\$20,951.00
8	P-150	REMOVE EXISTING DRAINAGE PIPE 18" CP	LF	540	488.00	\$38.55	\$38.55	\$20,817.00	\$18,812.40	(\$2,004.60)
10	P-152	MUCK EXCAVATION	CY	3,500	3,915.95	\$33.15	\$33.15	\$116,025.00	\$129,813.74	\$13,788.74
11	P-152	EMBANKMENT IN PLACE	CY	19,000	10,416.00	\$11.00	\$11.00	\$209,000.00	\$114,576.00	(\$94,424.00)
12	P-152	EMBANKMENT IN PLACE (OFF-SITE BORROW)	CY	19,000	35,136.00	\$22.60	\$22.60	\$429,400.00	\$794,073.60	\$364,673.60
14	P-152	TRENCH BACKFILL (OFF-SITE BORROW)	TN	1,000	3,570.28	\$16.06	\$16.06	\$16,060.00	\$57,338.69	\$41,278.69
15	P-154	SUBBASE COURSE	CY	6,000	5,297.00	\$74.55	\$74.55	\$447,300.00	\$394,891.35	(\$52,408.65)
17	P-156	SILT FENCE	LF	8,000	3,779.00	\$1.65	\$1.65	\$13,200.00	\$6,235.35	(\$6,964.65)
18	P-157	CEMENT KILN DUST TREATED SUBGRADE (12")	SY	21,800	0.00	\$2.25	\$2.25	\$49,050.00	\$0.00	(\$49,050.00)
19	P-157	CEMENT KILN DUST	TN	2,000	0.00	\$90.00	\$90.00	\$180,000.00	\$0.00	(\$180,000.00)
20	P-160	ASPHALTIC PAVEMENT SURFACE MILLING (0.5" NOMINAL)	SY	900	903.60	\$7.25	\$7.25	\$6,525.00	\$6,551.10	\$26.10
21	P-160	ASPHALTIC PAVEMENT SURFACE MILLING (VARIABLE TRANSITIONAL)	SY	1,800	1,824.40	\$10.85	\$10.85	\$19,530.00	\$19,794.74	\$264.74
22	P-209	CRUSHED AGGREGATE BASE COURSE	CY	3,300	3,060.50	\$91.80	\$91.80	\$302,940.00	\$280,953.90	(\$21,986.10)
23	P-401	BITUMINOUS SURFACE COURSE (NOTE 1)	TN	5,500	5,278.13	\$139.65	\$139.65	\$768,075.00	\$737,090.85	(\$30,984.15)
24	P-405	GROUND STABILIZATION FABRIC	SY	4,500	2,028.00	\$3.05	\$3.05	\$13,725.00	\$6,185.40	(\$7,539.60)
27	M-107	AVIATION BARRICADES	LF	350	187.90	\$44.00	\$44.00	\$15,400.00	\$8,267.60	(\$7,132.40)

CHANGE ORDER NO. 2

May 13, 2020

OWNER: Sussex County, Delaware

OWNER'S ADDRESS:

2 The Circle (PO Box 589), Georgetown, DE 19947

NAME OF AIRPORT: Delaware Coastal Airport

LOCATION OF AIRPORT:

21553 Rudder Lane, Georgetown, Delaware 19947

NAME OF CONTRACTOR: George & Lynch, Inc.

ADDRESS OF CONTRACTOR:

150 Lafferty Lane, Dover, Delaware 19901

CHANGES ORDERED:

Item No.	Spec No.	Description	Unit	Original Contract Quantity	Revised Contract Quantity	Original Contract Item Price	Revised Contract Item Price	Original Contract Amount	Revised Contract Amount	Increase or Decrease
28	M-134	CARRIER PIPE INSTALLATION	LF	182	185.00	\$255.00	\$255.00	\$46,410.00	\$47,175.00	\$765.00
29	M-401	PILOT CHANNEL	LF	2,600	2,467.00	\$50.85	\$50.85	\$132,210.00	\$125,446.95	(\$6,763.05)
30	P-619	PAINT REMOVAL (95-100% LEVEL)	SF	1,400	106.00	\$2.48	\$2.48	\$3,472.00	\$262.88	(\$3,209.12)
31	P-620	INITIAL TAXIWAY MARKING (YELLOW, NO BEADS)	SF	5,100	4,498.00	\$2.35	\$2.35	\$11,985.00	\$10,570.30	(\$1,414.70)
32	P-620	PERMANENT TAXIWAY MARKING (YELLOW, WITH BEADS)	SF	5,100	5,142.00	\$3.32	\$3.32	\$16,932.00	\$17,071.44	\$139.44
33	P-620	OUTLINE MARKING (BLACK, NO BEADS)	SF	9,200	9,970.00	\$0.85	\$0.85	\$7,820.00	\$8,474.50	\$654.50
34	D-701	15" RCP, CLASS V	LF	129	320.00	\$101.00	\$101.00	\$13,029.00	\$32,320.00	\$19,291.00
35	D-701	18" RCP, CLASS V	LF	394	382.00	\$115.30	\$115.30	\$45,428.20	\$44,044.60	(\$1,383.60)
37	D-752	6" UNDERDRAIN ENDWALL	EA	17	12.00	\$325.00	\$325.00	\$5,525.00	\$3,900.00	(\$1,625.00)
38	D-752	15" END SECTION	EA	1	2.00	\$1,237.00	\$1,237.00	\$1,237.00	\$2,474.00	\$1,237.00
39	D-752	18" END SECTION	EA	4	5.00	\$1,375.00	\$1,375.00	\$5,500.00	\$6,875.00	\$1,375.00
40	T-901	PERMANENT SEEDING	AC	20	21.97	\$1,491.00	\$1,491.00	\$29,820.00	\$32,757.27	\$2,937.27
41	T-901	WINTER SEEDING	AC	20	0.00	\$500.00	\$500.00	\$10,000.00	\$0.00	(\$10,000.00)
42	T-908	MULCHING	AC	20	21.97	\$1,491.00	\$1,491.00	\$29,820.00	\$32,757.27	\$2,937.27
44	L-108	NO. 8 AWG L-824C CABLE, 5KV	LF	18,000	22,204.00	\$1.93	\$1.93	\$34,740.00	\$42,853.72	\$8,113.72
45	L-108	NO. 6 AWG SOLID BARE COPPER COUNTERPOISE WIRE	LF	8,000	9,401.00	\$2.90	\$2.90	\$23,200.00	\$27,262.90	\$4,062.90
46	L-110	CONCRETE ENCASED ELECTRICAL DUCT BANK, 1 WAY - 2" PVC CONDUIT	LF	310	260.00	\$35.55	\$35.55	\$11,020.50	\$9,243.00	(\$1,777.50)
47	L-110	CONCRETE ENCASED ELECTRICAL DUCT BANK, 2 WAY - 2" PVC CONDUIT	LF	810	308.00	\$48.85	\$48.85	\$39,568.50	\$15,045.80	(\$24,522.70)
48	L-110	NON-ENCASED ELECTRICAL CONDUIT, 1 WAY - 2" PVC CONDUIT	LF	10,700	8,593.00	\$4.95	\$4.95	\$52,965.00	\$42,535.35	(\$10,429.65)

CHANGE ORDER NO. 2
May 13, 2020

OWNER:	<u>Sussex County, Delaware</u>	OWNER'S ADDRESS:	<u>2 The Circle (PO Box 589), Georgetown, DE 19947</u>
NAME OF AIRPORT:	<u>Delaware Coastal Airport</u>	LOCATION OF AIRPORT:	<u>21553 Rudder Lane, Georgetown, Delaware 19947</u>
NAME OF CONTRACTOR:	<u>George & Lynch, Inc.</u>	ADDRESS OF CONTRACTOR:	<u>150 Lafferty Lane, Dover, Delaware 19901</u>

CHANGES ORDERED:

Item No.	Spec No.	Description	Unit	Original Contract Quantity	Revised Contract Quantity	Original Contract Item Price	Revised Contract Item Price	Original Contract Amount	Revised Contract Amount	Increase or Decrease
49	L-110	ELECTRICAL CONDUIT - BORED UNDER PAVEMENT, 2 WAY - 2" HDPE	LF	230	190.00	\$57.75	\$57.75	\$13,282.50	\$10,972.50	(\$2,310.00)
50	L-115	ELECTRICAL JUNCTION STRUCTURE, L-867 PULLCAN	EA	5	3.00	\$2,236.00	\$2,236.00	\$11,180.00	\$6,708.00	(\$4,472.00)
51	L-115	ELECTRICAL JUNCTION STRUCTURE, 2 UNIT L-867 PULLCAN PLAZA	EA	12	15.00	\$3,685.00	\$3,685.00	\$44,220.00	\$55,275.00	\$11,055.00
54	L-125	MODIFY EXISTING SIGN PANEL	EA	2	3.00	\$1,793.00	\$1,793.00	\$3,586.00	\$5,379.00	\$1,793.00
57	R-302	STONE, NO. 3	TN	1,200	0.00	\$39.95	\$39.95	\$47,940.00	\$0.00	(\$47,940.00)
59	R-908	SOIL STABILIZATION MAT	SY	400	397.00	\$2.15	\$2.15	\$860.00	\$853.55	(\$6.45)
A-1	P-150	REMOVE EXISTING DRAINAGE PIPE 18" CP	LF	408	399.00	\$38.70	\$38.70	\$15,789.60	\$15,441.30	(\$348.30)
A-2	P-150	REMOVE EXISTING DRAINAGE PIPE 36" CP	LF	1,000	976.00	\$44.60	\$44.60	\$44,600.00	\$43,529.60	(\$1,070.40)
A-3	P-150	REMOVE EXISTING DRAINAGE PIPE 36" CP (PAVED AREAS) (CO1)	LF	320	315.00	\$98.30	\$98.30	\$31,456.00	\$30,864.50	(\$491.50)
A-4	D-701	ABANDON EXISTING DRAINAGE PIPE, 36" FLOW FILL (CO1)	LF	210	224.00	\$86.00	\$86.00	\$18,060.00	\$19,264.00	\$1,204.00
A-5	D-701	REMOVE EXISTING 8" VCP (CO1)	LF	170	0.00	\$24.00	\$24.00	\$4,080.00	\$0.00	(\$4,080.00)
A-6	D-701	ABANDON EXISTING DRAINAGE PIPE, 8" VCP FLOW FILL (CO1)	LF	60	222.00	\$31.00	\$31.00	\$1,860.00	\$6,882.00	\$5,022.00
A-7	D-701	18" RCP, CLASS III (CO1)	LF	408	399.00	\$97.00	\$97.00	\$39,576.00	\$38,703.00	(\$873.00)
A-8	D-751	36" RCP, CLASS III (CO1)	LF	1,430	1,415.00	\$265.00	\$265.00	\$378,950.00	\$374,975.00	(\$3,975.00)
CO2.1	L-125	GROUND RODS (CO2)	EA	0	148.00	\$0.00	\$293.99	\$0.00	\$43,510.52	\$43,510.52
Total:										(\$31,716.44)

CHANGE ORDER NO. 2
May 13, 2020

OWNER: Sussex County, Delaware OWNER'S ADDRESS: 2 The Circle (PO Box 589), Georgetown, DE 19947
NAME OF AIRPORT: Delaware Coastal Airport LOCATION OF AIRPORT: 21553 Rudder Lane, Georgetown, Delaware 19947
NAME OF CONTRACTOR: George & Lynch, Inc. ADDRESS OF CONTRACTOR: 150 Lafferty Lane, Dover, Delaware 19901

REASON(S) FOR CHANGE ORDER:

Item	Description
2, 3, 4, 7, 8, 10, 11, 12, 14, 15, 17, 18, 19, 20, 21, 22, 23, 24, 27, 28, 29, 30, 31, 32, 33, 34, 35, 37, 38, 39, 40, 41, 42, 44, 45, 46, 47, 48, 49, 50, 51, 54, 57, 59, A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8	Field Quantity Adjustments - These items represent adjustments for actual quantities installed within the Contract requirements due to field conditions. These changes revise the final Contract quantities for these items to the actual quantities installed and accepted, and allows the new Contract amount to equal the final construction cost. There is no change in Contract time associated with these items.
CO2.1	Ground Rods - The Contractor had to install between 3 and 5 ground rods at many of the ground rod locations to meet the specification requirements for resistance. The Contract required that the Contractor install up to 2 ground rods at each location within the Contract. The resulting increase in grounds rods above 2 per location required an additional 148 ground rods to be installed. The Contractor submitted a proposed price of \$293.99 per ground rod (see attached) for the additional ground rods which the Engineer reviewed and found to be reasonable. The Engineer coordinated this issue and price with Brian Gearhart of the FAA/HADO on October 11, 2019 to obtain approval to proceed with a change order to pay for the additional required ground rods under the grant, and Brian Gearhart approved. No additional Contract time is required associated with this change.

Change Order Item CO2.1

GROUND RODS



Mr. David W Jones, P.E.
Delta Airport Consultants

09/27/19

Project: Construct Parallel Taxiway D, Phase 2
Delaware Coastal Airport
Georgetown, DE

Re: Additional Ground Rods

Mr. Jones:

Please see below our pricing for installing additional ground rods beyond the two rods stipulated by the plans:

Tudor Electric Quote	\$267.26
GC Markup @ 10%	\$ 26.73
TOTAL:	<u>\$293.99</u>

Should you have any questions, please do not hesitate to contact this office directly.

Sincerely,
GEORGE & LYNCH, INC.

Westley Q. Rowe
Project Manager

Cc: Brooke K. Haas – Project Assistant, Delta Airport Consultants
Helen Naylor – Project Engineer, Sussex County Engineering
Hans Medlarz – County Engineer, Sussex County Engineering
Jim Hickin – Delaware Coastal Airport
Alfonso Cintron – George & Lynch, Inc.
File

George & Lynch, Inc.
150 Lafferty Lane
Dover, DE. 19901
Phone: (302) 736-3031 / Fax: (302) 342-3154
WWW.GEOLYN.COM

EQUAL OPPORTUNITY EMPLOYER



TUDOR ELECTRIC, Inc.
Electrical Contractor

801 OTIS DRIVE
DOVER, DELAWARE 19901
(302) 736-1444
FAX (302) 736-1483

Westley Rowe
George & Lynch, Inc.
150 Lafferty Lane
Dover, DE 19901

RE: Taxiway D

Dear Wes:

Please find below our cost for installing and testing additional ground rods after two ground rods have been driven and the reading does not meet the requirements of 25 ohms or less.

20 ft. - #6 solid bare copper	.295/M	5.90
2 ea. - 3/4" ground rod clamp	4.88 ea.	9.76
1 - 3/4 x 10 copper ground rod	25.35 ea.	25.35
Generator - .75 hrs.	14.25 hr.	10.69
Hilti 905 - .75 hrs.	11.75 hr.	8.81
AMEC ground rod tester - .75 hr.	10.00 hr.	<u>7.50</u>
TOTAL MATERIAL		68.01
LABOR - 1.5 hrs.	92.75 hr.	<u>139.13</u>
SUBTOTAL		207.14
+ 10%		<u>20.71</u>
TOTAL		\$227.85 PER ROD

After the ground rod tests comes up to 25 ohms or less, we will need to Cadweld anything over two rods. Below is our cost for additional Cadwelding.

1 - Cadweld shot	4.29	4.29
LABOR - .34 hr.	92.75	<u>31.54</u>
SUBTOTAL		35.83
+ 10%		<u>3.58</u>
TOTAL		\$39.41 PER ROD

Westley Rowe
September 24, 2019
Page Two

Please advise if we are to proceed.

Sincerely,

A handwritten signature in cursive script that reads "Robert H. Tudor II/plb".

Robert H. Tudor II

RHTII/plb

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

JOSEPH WRIGHT, P.E.
ASSISTANT 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: *Town of Georgetown and Sussex County*
A. Final Approval of Water Interconnection Agreement
B. Approval of DBF Engineering Amendment No. 3 for Prof. Services

DATE: June 30, 2020

The Delaware Coastal Business Park receives potable water services as well as separate fire protection services through the County while the entities located at the Coastal Airport along Rudder Lane, receive integrated water services from the Town of Georgetown. The potable County system and the Town's integrated water system are not interconnected despite only being separated by the main airport runway. On September 25, 2019 the Town Council of Georgetown approved the design and construction of an interconnection under a cost share basis in addition to the ability to buy or sell water at the established in Town rate. On October 8, 2019 County Council granted approval in principle of the draft Water Interconnection Agreement. Since then the Town requested some minor modifications most notable a \$50,000 cap on the cost share. The Engineering Department believes this to be a reasonable cap and recommends granting final agreement approval.

The Delaware Coastal Business Park, as well as the entities located at the Coastal Airport along Rudder Lane, receive wastewater treatment services from the Town of Georgetown under the April 23rd, 2008 Agreement last amended by addendum on August 14, 2018.

Given the limited availability of municipal sewer capacity, the Agreement allows for the surrender of capacity under Article VIII by redirecting it to alternate wastewater service providers. It currently reads: "Contract User has the option to surrender capacity below the Base Flow Volume with twelve (12) months prior written notice. If Contract User surrenders 100% of the capacity, Owner has the option to request flow reversal from Owner to Contract User up to 200% of said capacity." This option allows the Town to regain capacity beyond the



County flows without initial capital contribution, while allowing the County to recuperate all capital funds over the life of the investment.

The Finance and Engineering Departments had recommended approval of the capacity surrender as outlined in the Agreement and on October 8, 2019 Council concurred. On June 24, 2020 Town Council voted to accept the County's surrender notice as per Article VIII of the 2008 Agreement as amended and in return exercised the Town's option to request inclusion of 200% of the surrendered capacity in the design and construction of the interconnection.

On May 14, 2019, County Council awarded a five (5) year base contract for miscellaneous engineering services to Davis, Bowen & Friedel, Inc. The proposed scope of Amendment No. 3 covers limited topographic survey and preparation of the construction documents for the water interconnection as well as the sewer extension to the handshake point with Artesian Wastewater Management, Inc. on Park Avenue. The Engineering Department now requests approval of Amendment No. 2, on an hourly basis with rates approved under the base contract in the not to exceed amount of \$50,000.00.

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

Town of Georgetown
37 The Circle
Georgetown, DE 19947
Date: October 10, 2019

Attn: Mr. Gene Dvornick, ICMA-CM,
Town Manager

Re: Town of Georgetown and Sussex County
Capacity Surrender Approval under Agreement for Wastewater Services

Dear Gene,

The Delaware Coastal Business Park, as well as the entities located at the Coastal Airport along Rudder Lane, receive wastewater treatment services from the Town of Georgetown under the April 23rd, 2008 Agreement last amended by addendum on August 14, 2018.

Today the County Council discussed the County's long-term wastewater service options for the Coastal Business Park and Coastal Airport. Given the limited availability of municipal sewer capacity, Council voted to give twelve months' notice to surrender of 100% of the County's used capacity as per Article VIII of the Agreement. The Agreement allows the Town in this case the option to request flow reversal from the County of up to 200% of the County surrender capacity.

This option allows the Town to regain capacity beyond the County flows without additional capital contribution beyond the recovery of the County's base capacity. Please indicate the Town's decision for inclusion in the County's design.

If you shall have any questions, please feel free to contact me at my direct line (302) 855 – 7728.

Sincerely,

Hans M. Medlarz, P.E.
Sussex County Engineer

cc: Ms. Gina Jennings, Sussex County Finance Director



TOWN OF GEORGETOWN

MAYOR
AND
COUNCIL



ADMINISTRATIVE
OFFICES
37 THE CIRCLE
GEORGETOWN, DE
19947

June 24, 2020

Mr. Hans M. Medlarz, P.E.
Sussex County Engineer
County Administrative Offices
2 The Circle, P.O. Box 589
Georgetown, DE 19947

**RE: Town of Georgetown and Sussex County
Capacity Surrender Approval under Agreement for Wastewater Services**

Dear Hans,

At today's Regular Town Council Meeting, the Town Council voted to accept the notice from Sussex County to surrender 100% of the County's used capacity as per Article VIII of the 2008 Agreement for wastewater Services between the Town of Georgetown and Sussex County (as amended on August 14, 2018).

Additionally, the Town requests County approval for flow reversal for up to 200% of the surrendered capacity which will help ease the burden on our Cedar Lane Wastewater Treatment Facility.

We kindly request that the Town be included in the County's design for the reversal.

Should you have any questions, or wish to discuss this in person, please feel free to contact me directly at (302) 856-7391.

Sincerely,

TOWN OF GEORGETOWN

Eugene S. Dvornick, Jr.

Eugene S. Dvornick, Jr.
Town Manager

cc: Laura Givens, Finance
Olga Holm, Finance
Eric Rust, Wastewater Treatment Facility
Jason Loar, Town Engineer

WATER INTERCONNECTION AGREEMENT

Between

TOWN OF GEOERGETOWN

and

SUSSEX COUNTY

for and on behalf of the

COASTAL BUSINESS PARK & COASTAL AIRPORT

This Agreement is made and entered into this ____ Day of ____, 2020 (“Effective Date”), by and between The Town of Georgetown, a political subdivision of the State of Delaware (hereinafter referred to as “the TOWN”), and Sussex County, a political subdivision of the State of Delaware, (hereinafter referred to as “the COUNTY”), in connection with the Coastal Business Park’s & Coastal Airport’s potable water district service areas.

WITNESSETH:

WHEREAS, the TOWN and the COUNTY are the owners of a potable water supply and distribution system, and;

WHEREAS, the TOWN and the COUNTY desire to interconnect their respective systems and to purchase potable water from each other from time to time supplying users within their respective service districts, and related services as set forth herein, and;

WHEREAS, the interconnection shall be comprised of mains, meter(s), hydrant(s), valves as all other infrastructure to complete the connection between the respective water systems, in accordance with the established TOWN water system standards (hereinafter referred to as “the Project”).

NOW, THEREFORE, in consideration of the mutual covenants hereinafter expressed, the parties hereto agree as follows:

1. COUNTY OBLIGATIONS: The COUNTY shall be responsible for design, installation and commissioning of the Project. The COUNTY shall track expenses directly related to the Project for later partial reimbursement but shall provide all services not directly related to the Project at no expense to the TOWN.
2. TOWN OBLIGATIONS: The TOWN shall, after commissioning of the Project, upon invoicing by the COUNTY for the direct expenses, contribute a one-time 50% cost share towards the implementation of the Project not to exceed \$50,000.00 due within thirty (30) days of receipt.
3. CONNECTION POINT: The parties hereto agree to use the metering station, established by mutual consent in a location to be determined, as the point of transfer shifting operation and maintenance responsibilities from the TOWN to the COUNTY and vice versa.
4. WATER PURCHASE: The TOWN and the COUNTY agree to furnish and sell to each other under and pursuant to the terms of this Agreement a supply of water through the connection point
5. RATES: The Parties hereto agree to pay each other for water furnished pursuant to the terms hereof according to the in-Town rate as set forth in the annual budget of the TOWN.
6. BILLING: It is mutually agreed by the parties hereto that the TOWN shall submit a bill or credit to the COUNTY for water used on a quarterly basis and the parties hereto agree to pay twenty-five (25) days from the billing date.
7. TERM: It is mutually agreed by the parties hereto that the term of this Agreement shall be enforced for a period of twenty (20) years, commencing upon the Effective Date of this Agreement and terminating ten (10) years thereafter. If, at the expiration of the initial term or any subsequent renewal term the COUNTY is not in default upon any of the terms or conditions of this Agreement, then the Agreement shall automatically renew for an additional ten (10) year term.
8. METER TESTING. The COUNTY agrees, at its expense and cost and without any expense or liability to the TOWN, to employ a competent testing firm as approved by the TOWN to service and calibrate all metering equipment every ten (10) years.

9. METER READING. The TOWN agrees to cause the meter(s) to be read and the COUNTY agrees that the TOWN shall have access at all times to said meter(s) for reading purposes. The TOWN agrees to furnish to County a copy of the results of any such reading conducted by the TOWN.
10. ENFORCEMENT. It is mutually agreed by the parties hereto that either party hereto may proceed against the other party hereto either in law or in equity, by suit, mandamus or other proceedings, to enforce or compel performance of any and all covenants contained herein against the other party hereto.
11. USE OF WATER: The parties hereto agree not to sell, lease nor give any interest in or right or privilege to utilize any water furnished pursuant to the terms hereof to any other municipality or to any other consumer of water whose premises are located outside the boundaries of the TOWN or the Coastal Business Park.
12. QUALITY: The parties hereto agree that all water delivered shall be of the same quality, purity, and potability as is furnished to its water customers pursuant to the then current primary and secondary Federal drinking water standards under the Safe Drinking Water Act (SDWA).
13. QUANTITY: The parties hereto agree that the initial quantity of water purchased by either party shall not exceed 1,500,000 gallons per month and 250,000 gallons per day.
14. DISCONTINUATION OF SERVICE: The parties hereto agree that either party may discontinue the purchase of water from the other after providing ten (10) days' advance notice of discontinuation upon the happening of any one or more of the following events, it being understood that any such discontinuance of the purchase of water shall continue only until the violation for which notice is given is corrected:
 - (i) The water supplied does not conform to SDWA; or
 - (ii) The water supplied is corrosive with pH of less than 6.5 as determined by a competent testing firm; or

- (iii) Interruption of water supply resulting in an inadequate supply of water or the reduction of reserve fire storage in the respective storage tank to less than twenty-five percent (25%) of capacity.
 - (iv) A break in the respective distribution water systems until such condition is repaired or isolated.
- 15. INDEMNIFICATION. To the extent permitted by law, the parties shall indemnify, defend and hold the other harmless from and against any and all claims for bodily injury and property damage occurring as a result of its respective water supply and distribution systems or operations incidental thereto unless such claims arise from the negligence of the other party. Such indemnification shall not affect the statutory immunity afforded to either party, and to the extent any claim may be precluded by such immunity, this Paragraph shall not be applied to alter, qualify, or inhibit the parties' immunity.
- 16. NON-ASSIGNMENT. The COUNTY and The TOWN agree not to assign or in any other manner transfer this Agreement or any interest thereunder without the previous written agreement of the other party being obtained.
- 17. WAIVER OF BREACH. It is mutually agreed by the parties hereto that if either party hereto waives the breach of any covenant or condition contained in this Agreement, such waiver shall not be construed as a waiver of any subsequent breach of the same or a different covenant or condition set forth herein.
- 18. BINDING EFFECT. It is mutually agreed by the parties hereto that the terms of this Agreement shall be binding not only upon the parties hereto, but also upon their respective successors and permitted assigns.
- 19. TIME OF ESSENCE. Time is of the essence for purposes of performing this Agreement. Any reference to "day" shall mean a calendar day, unless specifically noted otherwise herein.
- 20. GOVERNING LAW. The parties agree that the Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without respect to its conflict of laws provisions.

21. MERGER. It is agreed that this Agreement and its exhibits comprises the full understanding and agreement between the parties regarding this subject, and any representation, warranty, right or obligation, whether oral or in writing, shall not be effective unless such is expressly incorporated in this Agreement. This Agreement may not be modified, amended, or replaced without the signed, written consent of both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day first above-mentioned.

SUSSEX COUNTY

 Witness

 Michael H. Vincent
 President, Sussex County Council

STATE OF DELAWARE)
) ss.
 SUSSEX COUNTY)

Be it remembered that on this _____ day of _____, 2020, personally came before me, a notary public in and for the State and County aforesaid, MICHAEL H. VINCENT, known or satisfactorily proven to me to be the President and of the Sussex County Council, party to the foregoing Agreement, and acknowledged that, in his capacity as such, he executed this Agreement in his own hand for the County.

As given under my hand and seal of office this day and year aforesaid.

 Notary Public
 Name: _____

Eugene S. Givens

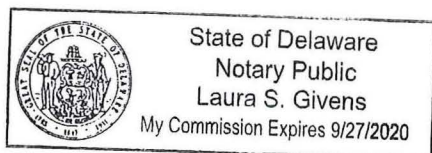
 Witness

TOWN OF GEORGETOWN
William E. West
 _____ (Seal)
 William E. West, Mayor

STATE OF DELAWARE)
) ss.
 SUSSEX COUNTY)

Be it remembered that on this 24th day of June, 2020, personally came before me, a notary public in and for the State and County aforesaid, William E. West, known or satisfactorily proven to me to be the Mayor of Georgetown, party to the foregoing Agreement, and acknowledged that, in his capacity as such, he executed this Agreement in his own hand for the above-named entity.

As given under my hand and seal of office this day and year aforesaid.



 Notary Public
 Name: *Laura S. Givens*

This is **EXHIBIT K**, consisting of **[3]** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 08/13/2019.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 3**

The Effective Date of this Amendment is: June 30, 2020.

Background Data

Effective Date of Owner-Engineer Agreement: 08/13/2019

Owner: Sussex County

Engineer: Davis, Bowen & Friedel, Inc.

**Project: Town of Georgetown
Water Interconnection & Wastewater Redirection**

Nature of Amendment:

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

This Amendment includes modifications to Exhibit A – Engineer’s Services, to include work per DBF Proposal dated June 25, 2020, and the selection and use of Exhibit C, Compensation Packet AS-1, for Standard Hourly Rates.

Agreement Summary:

Original Agreement Amount:	\$ <u>0</u>
Net Change for prior amendments:	\$ <u>19,500.00</u>
This amendment amount:	\$ <u>50,000.00</u>
Adjusted Agreement amount:	\$ <u>69,500.00</u>

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____
Print
name: _____

By: _____
Print
name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

PREVIOUSLY APPROVED FORM

ATTEST:

Ms. Robin Griffith
Clerk of the County

June 25, 2020

Sussex County Engineering
Sussex County Administrative Office
2 The Circle
P.O. Box 589
Georgetown, Delaware 19947

*Michael R. Wigley, AIA, LEED AP
W. Zachary Crouch, P.E.
Michael E. Wheedleton, AIA
Jason P. Loar, P.E.
Ring W. Lardner, P.E.
Jamie L. Sechler, P.E.*

Attn: Mr. Hans Medlarz
County Engineer

RE: Amendment No. 3 – Engineering Base Contract
Professional Engineering Services
Sussex County – Town of Georgetown
Water Interconnection and Wastewater Redirection
Sussex County, Delaware
DBF #P1897B20.035

Dear Mr. Medlarz:

Davis, Bowen & Friedel, Inc., (DBF) is pleased to submit this amendment to the Engineering Base Contract for providing Survey, Design, and Permitting Phase services for the above-referenced project. We understand this project is based on the path forward as determined by Sussex County (County) and the Town of Georgetown (Town) and memorialized within an agreement between the same.

The path chosen is to interconnect the Town's and County's Airport water distribution systems to provide backup water supply to each in the time of need. In addition, all wastewater, County and Town, which currently flows through the Town's Stevenson Lane facility will be redirected from the Town of Georgetown's wastewater facility to Artesian's Milton, Delaware wastewater facility.

The water interconnect project shall include a new waterline on airport property to provide the physical connection, two (2) way metering vault, and pressure regulating station. The wastewater redirection project shall include necessary upgrades to the Town's Stevenson Lane facility, use of existing forcemains as well as inclusion of new forcemains to properly convey the wastewater to a previously agreed connection point with Artesian's wastewater collection system.

A description of our proposed scope of services and associated fees for each portion of the work is as follows.

A. SURVEY SERVICES

Our office will perform necessary topographic and utility location survey for the immediate area of the improvements at the Airport, Stevenson Lane facility, and new forcemain

routes. We will locate all existing surface features within the proposed project area, as are visible from the surface, including roadway, swales, drainage structures, utilities, manholes, cleanouts, valves, fences, landscaping, mailboxes, signs, exposed property corners and other natural and man-made features pertinent to the design of the project. We will determine the elevations of all storm drain piping and inverts of sewer mains that might be affected within the project area.

B. DESIGN AND PERMITTING

Utilizing the survey information identified above along with information provided by the County and Town including but not limited to available plans from past projects, flows, etc., our office will prepare the project construction documents and obtain construction permits for the project as described in the introductory section of this proposal. This work shall include:

- Preparation of plans and details for the proposed waterline interconnect and wastewater redirection. Work will include but not limited to a new waterline, metering vault, pressure regulating station along with upgrades to the Stevenson Lane facility including new pumps, electrical, yard piping, valving, forcemains, required connections, and ancillary items. All work will be in accordance with the latest Sussex County and/or State standards.
- Preparation of pre-final design documents consisting of construction drawings, contract documents and specifications, including a meeting with the County and Town to review prior to sending out for construction permitting.
- Preparation of submittals to Sussex County, Sussex Conservation District, Delaware Department of Natural Resources and Environmental Control (DNREC), Delaware Health and Social Services (DHSS) Division of Public Health Office of Engineering and other agencies as necessary to obtain construction permits. *(Please note the County will be responsible for any fees associated with agency submittals.)*
- Address agency comments and resubmit for obtaining final plan approval and approval.

C. FEES

We propose to complete the proposed scope of services as described above for the following estimated fees:

Water Interconnection Estimated Fee: \$20,000.00
Wastewater Redirection Estimate Fee: \$30,000.00

D. EXCLUDED SERVICES

Excluded from our above scope of services is work associated with the following services. If required, this work can be performed on a unit price basis or under a separate proposal to the County.

- Wetlands Delineation and Permitting
- Archaeological Surveys and Permitting
- Phase 1 or 2 Environmental Assessments or Permitting
- Easement Acquisition Services and Coordination and Preparation of Easement Plats
- Bid Phase Services
- Construction Administration/Inspection Services
- Construction Survey Services
- As-Built Surveys
- Application and Permit Fees
- Financial Administration Services
- Reimbursable Expenses

We propose to complete the proposed scope of services as described above for the fees identified above. Billing of lump sum fees will be based upon percentage of work completed during the previous month. Hourly or estimated fees, additional services, and direct or reimbursable expenses will be provided on an hourly and unit price basis and invoiced for work completed during the previous month in accordance with the enclosed Schedule of Rates. We will not exceed the estimated fees without first notifying you and receiving written authorization to continue. Please refer to the attached schedule of rates for other terms and conditions.

Should you find this proposal acceptable, please execute below and return one (1) copy to us and retain one (1) copy for your files. Receipt of the signed copy will be considered our authorization to proceed.

On behalf of Davis, Bowen & Friedel, Inc., we are fully committed to provide a product that will meet or exceed your expectations. We look forward to completing this project with you and appreciate the opportunity to be of continued service to Sussex County. Should you have any questions, comments, concerns, or would like to discuss this further please give me a call at your convenience.

Sincerely,
DAVIS, BOWEN & FRIEDEL, INC.



Jason P. Loar, P.E.
Principal

Enclosures

ACCEPTED BY:

Signature

Date

Printed Name

DAVIS, BOWEN & FRIEDEL, INC. ("DBF")
SCHEDULE OF RATES AND GENERAL CONDITIONS
SUSSEX COUNTY ON-CALL SERVICES
 Effective June 11, 2019

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$190.00
Senior Architect	\$170.00
Architect	\$130.00
Senior Landscape Architect	\$170.00
Landscape Architect	\$130.00
Senior Engineer	\$170.00
Engineer	\$130.00
Construction Administrator	\$130.00
Senior Traffic Engineer	\$170.00
Traffic Engineer	\$130.00
GIS Specialist	\$105.00
Senior Surveyor	\$170.00
Surveyor	\$130.00
Senior Designer	\$115.00
Designer	\$100.00
CADD I	\$90.00
CADD II	\$80.00
2 Man Field Crew	\$140.00
3 Man Field Crew	\$175.00
GPS Unit (1 Man)	\$110.00
GPS Unit (2 Man Crew)	\$150.00
GPS Unit (3 Man Crew)	\$200.00
Resident Project Representative	\$90.00
Computer Graphics Designer	\$85.00
Computer Administrator	\$100.00
Clerical	\$60.00
Travel	\$0.58
Direct Expense	Cost
Prints	\$2.50/sheet
Overtime	(1.5 x Above Hourly Rate)

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 Douglas B. Hudson
The Honorable John L. Rieley
The Honorable Samuel R. Wilson, Jr.

FROM: Hans Medlarz P.E., County Engineer

RE: *Davis, Bowen & Friedel, Inc – 2019 Miscellaneous Engineering Base Contract*
A. Approval of Amendment No. 2 – Plantation Road

DATE: June 30, 2020

On May 14, 2019, County Council awarded a five (5) year base contract for miscellaneous engineering services to Davis, Bowen & Friedel, Inc. (DBF). Since then, Council utilized the base contract by approving Amendment No.1 on January 14, 2020 for final design of the southern segment of the Route 13 Commercial Sewer Extension in the Blades District Area.

On March 10, 2020 Council annexed a series of parcel located on the south side of Plantations Road between Cedar Grove Road and RT-24 into the Sussex County Unified Sanitary Sewer District as part of the Plantation Medical and Professional Center annexation. The Plantation Road sewer annexation was initiated through an initial request by the Plantation Medical Center followed by the Metropolitan Church. Both entities desire to connect to the County sewer system. The Department decided the area is best served by a low-pressure forcemain allowing any proposed as well as the previously allotted EDUs to connect via County maintained grinder pumps. Construction completion is anticipated under the County's General Labor & Equipment contract.

The proposed scope of Amendment No. 2 covers limited topographic survey of the south west side of Plantations Road and the existing sewer utility road crossing in connection with right-of-way and existing utility verifications to develop an existing conditions plan. In addition to that plan, DBF will prepare utility plan & profiles as well as a DelDOT maintenance of traffic plan.

The Engineering Department now requests approval of Amendment No. 2, to complete the work on an hourly basis with rates approved under the base contract in the not to exceed amount of \$9,500.00.



This is **EXHIBIT K**, consisting of **[3]** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 08/13/2019.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 2**

The Effective Date of this Amendment is: June 30, 2020.

Background Data

Effective Date of Owner-Engineer Agreement: 08/13/2019

Owner: Sussex County

Engineer: Davis, Bowen & Friedel, Inc.

Project: Plantation Road Low Pressure Forcemain

Nature of Amendment:

- Additional Services to be performed by Engineer
- ~~Modifications to services of Engineer~~
- ~~Modifications to responsibilities of Owner~~
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- ~~Modifications to other terms and conditions of the Agreement~~

Description of Modifications:

This Amendment includes modifications to Exhibit A – Engineer’s Services, to include work per DBF Proposal dated May 22, 2020, and the selection and use of Exhibit C, Compensation Packet AS-1, for Standard Hourly Rates.

Agreement Summary:

Original Agreement Amount:	\$ <u>0</u>
Net Change for prior amendments:	\$ <u>10,000.00</u>
This amendment amount:	\$ <u>9,500.00</u>
Adjusted Agreement amount:	\$ <u>19,500.00</u>

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____
Print
name: _____
Title: _____
Date Signed: _____

By: Sh
Print
name: RING W. LARONER, P.E.
Title: PRINCIPLE
Date Signed: 6/22/2020

PREVIOUSLY APPROVED FORM

ATTEST:

Ms. Robin Griffith
Clerk of the County

May 22, 2020

*Michael R. Wigley, AIA, LEED AP
W. Zachary Crouch, P.E.
Michael E. Wheedleton, AIA
Jason P. Loar, P.E.
Ring W. Lardner, P.E.
Jamie L. Sechler, P.E.*

Mr. Patrick Brown
Sussex County Engineering Department
2 The Circle
Georgetown, Delaware 19947

RE: **PROPOSAL – Plantation Road Low Pressure Force Main
Task Order 1 – RFP 19-22**
Sussex County, Delaware
DBF #P1897B20.034

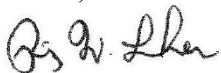
Dear Mr. Brown:

As per your request, Davis, Bowen & Friedel, Inc. is pleased to provide this proposal for engineering services to design a low-pressure force main that will serve Tax Parcels 3-34-12.00-53.00, 53.01, 53.02, 53.03, 53.04 and 57.01. Our office will complete a limited topographic survey of the west side of Plantation Road and existing road crossing area, along with right-of-way verification, and Miss Utility marking to develop an existing condition plan. We then will design a low-pressure force main to serve the above-referenced parcels with assumed or allocated EDUs. A set of construction documents for use the contractor under the County's Labor and Equipment contract will be prepared which will include an existing condition plan, utility plan, utility profile and MOT plan. The project will require approval by Sussex County Engineering, DNREC (WWCP), SCD (Linear Disturbance Standard Plan) and DelDOT (Utility Permit).

This is a task order under the master agreement effective August 2019. We propose performing this work on an hourly basis with an estimated fee of \$9,500.00 and subject to the terms and conditions of the master agreement. Receipt of a task order authorization will be considered as our authorization to proceed.

On behalf of Davis, Bowen & Friedel, Inc., we appreciate the opportunity to offer our services and look forward to working with you on this project. Should you have any questions or need additional information, please call.

Sincerely,
DAVIS, BOWEN & FRIEDEL, INC.



Ring W. Lardner, P.E.
Principal

ENGINEERING DEPARTMENT

ADMINISTRATION	(302) 855-7718
AIRPORT & INDUSTRIAL PARK	(302) 855-7774
ENVIRONMENTAL SERVICES	(302) 855-7730
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FAX	(302) 855-7799



Sussex County

DELAWARE
sussexcountype.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: ***JAMES FARM ECOLOGICAL PRESERVE
PROFESSIONAL ARCHITECTURAL / ENGINEERING SERVICES, PROJECT C20-38
A. RECOMMENDATION TO AUTHORIZE MASTER PLAN IMPLEMENTATION,
PHASE 2***

DATE: June 30, 2020

Since 1998 the Delaware Center for the Inland Bays (CIB) has managed the County owned James Farm property as an Ecological Preserve open to year-round public use. As lessee of the land and operating partner to Sussex County, the CIB assisted in developing and adopting the James Farm Master Plan in 2014. Several Phases of improvements were outlined by the Master Plan. Design and permitting of Phase I was completed in August 2017, focusing on the Cedar Neck Road entrance and on-site parking. On behalf of the CIB, Sussex County applied for and received an Outdoor Recreation Parks and Trail (ORPT) Grant through DNREC. This grant coupled with County matching funds allowed construction of Phase 1 which was completed on April 30, 2019.

In 2019 the County applied for a subsequent ORPT grant on behalf the CIB, with predetermined cost shares and partial funding included in the County's FY 20 budget. Council approved submission of the grant application on August 13, 2019 with adoption of Resolution R 017 19 to finance a portion of the Phase II improvements. DNREC awarded funds via Grant Agreement ORPT 19-190, allowing advertisement and selection of a qualified contractor to design, engineer and install new education and maintenance facilities, ADA compliant restrooms and other related improvements as funding permits. Additional ORPT Grant applications are anticipated to further support Phase II implementation efforts outlined by the Master Plan.



The Engineering Department received County Administrator approval to solicit Professional Architectural & Engineering (A/E) Services to implement projects at the James Farm over a 5-year period. A consultant selection committee was developed in partnership with the CIB, to evaluate responses to Request for Qualifications 20-28, A/E Services at James Farm Ecological Preserve, publicly advertised on February 20, 2020. Kimley Horn & Associates received the highest average ranking.

On April 28, 2020, Council approved the results of the evaluation and rankings, and authorized the Engineering Department to negotiate agreements with Kimley Horn & Associates for A/E Services at the James Farm over a 5-year period, effective May 1, 2020 through April 30, 2025.

Kimley Horn & Associates have reviewed the existing ORPT Grant Agreement 19-190 which including the approved FY20 County funds and developed a project agreement to perform the Phase 2 implementation design scope. An agreement for professional services with associated scope and fee is provided as Project C20-38, James Farm Master Plan Implementation: Phase 2. As outlined by the ORPT grant, work under the project shall include a detailed refinement of the existing Master Plan limited to the general vicinity of the maintenance and education area. Furthermore, Kimley Horn & Associates is to provide architectural programming of future buildings; the final design, permitting, bidding and construction of a stand-alone restroom facility; the development of design and construction documentation for campus signage; and other miscellaneous related items.

The Engineering Department has reviewed the agreement, scope and fee for Project C20-38, James Farm Master Plan Implementation: Phase 2, and received concurrence of outlined goals from the Center from Inland Bays. The Engineering Department recommends Council's authorization of the agreement for Project C20-38, James Farm Master Plan Implementation: Phase 2 with a not-to-exceed fee of \$71,435.00 for professional services by Kimley Horn & Associates, Inc.

The award of remaining funding for related construction activities or additional professional services will be presented to Council at a future date.

Agreement Between

SUSSEX COUNTY

And

KIMLEY-HORN & ASSOCIATES, INC.

for

**JAMES FARM MASTER PLAN
IMPLEMENTATION: PHASE 2**

PROJECT C20-38

SUSSEX COUNTY, DELAWARE

May 12, 2020

THIS Agreement, effective the 1st day of May, 2020 by and between Sussex County, a political subdivision of the State of Delaware, as First Party (hereinafter referred to as the "Owner") and Kimley-Horn and Associates, Inc., a State of Maryland corporation as the Second Party (hereinafter referred to as the "Consultant").

WHEREAS, the Owner sought proposals from qualified Consultants pursuant to Request for Qualifications (RFQ) 20-28, Architectural / Engineering Services at James Farm Ecological Preserve, and based on the evaluation process determined the Consultant as highest ranking and selected the Consultant to perform architectural and engineering services for the Owner for a five-year period beginning May 1, 2020.

WHEREAS, the Consultant has agreed, and by these presents does agree with the Owner for the consideration hereinafter mentioned, to provide professional services enumerated hereinafter and more specifically defined hereinafter so as to assure, insofar as it is reasonably within its power to do so, the satisfactory completion of the Consultant's Scope of Services, authorized under this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants, hereinafter stipulated to be kept and performed; it is mutually agreed between the parties as follows:

ARTICLE ONE – DEFINITIONS:

Agreement: The written professional contract between Owner and Consultant to perform, or cause to be performed, the requested services.

Consultant: Kimley-Horn and Associates, Inc., a State of Maryland corporation, whose address is 1801 Porter Street, Suite 401, Baltimore, Maryland 21230, and which is contracted by the Owner to provide engineering and architectural services for the period defined.

Scope of Services: The written and precise scope of Consultant's professional services, schedules and costs, commonly referred to as work, provided as Attachment A of this Agreement.

Owner: Sussex County, a political subdivision of the State of Delaware created by Title 9, Delaware Code, Chapter 70, whose address is 2 The Circle, Georgetown, Delaware 19947.

Amendment: A written approval signed by both Owner and Consultant to supplement and be part of this Agreement, compliant in form to the Owner, describing any modifications to the terms of this Agreement.

ARTICLE TWO – SCOPE OF SERVICES:

2.1 All work required of the Consultant under the terms and conditions of this Agreement shall be the duty and responsibility of the Consultant, subject to the review and the approval of the Owner. The Consultant shall provide all labor and material necessary to perform and complete the work.

2.2 The Consultant shall perform all work defined by the Scope of Services of this Agreement, as amended.

2.3 Services performed by the Consultant under this Agreement may be subject to approval of an applicable Federal, Regional, State, County, Municipal, and other public governmental agencies. The Consultant shall prepare its work in a professional manner, intended to obtain Owner approval and that of such agencies applicable to the work. The Consultant shall confer when and where requested by the Owner, with the Owner, and with representatives of all such agencies hereinbefore stated. The Consultant cannot and does not guarantee approvals will be secured of agencies hereinbefore stated, public or private, however, the Consultant will use professional skill and care on behalf of the Owner.

2.4 If the Consultant determines the services or any portion of services are not within Consultant's professional field or are not services typically rendered by Consultant, or services consultant determines is beyond its professional ability or expertise then in such event Consultant shall promptly advise Owner before commencing such services.

2.5 If Consultant commences any services, Consultant shall be presumed to have the ability and expertise to perform those services in a professional manner, and if the result is Consultant was not capable of performing such services then Consultant shall be liable to Owner for any costs and damages incurred in curing such deficiencies.

2.6 The Consultant shall promptly notify the Owner in writing if the Consultant is of the opinion that any work it has been directed to perform is beyond the Scope of Services, prior to beginning any such work. The Owner shall render the final decision after reviewing the Consultant's written opinion, and in the event the Owner determines that such work does constitute additional compensation the Owner shall develop with Consultant an Amendment to address such additional services.

ARTICLE THREE – SCHEDULES:

3.1 Receipt of a fully executed Agreement shall serve as Consultant notice to proceed. The Consultant shall complete all work described by the Scope of Services and as required under this Agreement, according to the schedule of dates or time allotments identified.

3.2 The Owner will adjust the time for completion because of additional work through scope changes requested or approved by the Owner, or due to unavoidable delays through no fault of the Consultant. The Consultant shall make no charges or claims for damages for any delays or hindrances from any cause.

ARTICLE FOUR – PAYMENT STRUCTURE:

4.1 The Consultant represents that the Consultant has used professional skill and care to investigate Owner requirements and the Consultant shall claim no compensation in addition to the amounts set forth in the Scope of Services authorized under this Agreement, except in cases where it is mutually agreed for changes in scope or conditions.

4.2 For all work which may be subcontracted by the Consultant, and upon the prior written approval by the Owner, the Owner will make reimbursement for only the actual costs incurred by the Consultant for payments to the subcontractor for the work specified based on verified subcontractor invoices for the work performed. No additional markup will be charged.

4.3 The Owner shall pay the Consultant for completion of the Scope of Services approved and attached, and the Consultant agrees to accept the payment as full compensation for its services under this Agreement:

4.3.1 Compensation for performance of all such work as may be assigned shall be identified in the Scope of Services as one of the following methods:

4.3.1.1 Direct Payroll Costs plus Overhead plus Fee

Direct payroll costs shall be derived from the actual hourly rate paid to productive technical employees performing actual productive work multiplied by the actual hours of productive services under the Agreement.

Actual overhead and fringe benefit costs including customary and statutory benefits as well as administrative costs shall be substantiated to Owner.

A maximum ten-percent (10%) fee as margin or profit, may be billed as a percentage to direct payroll and overhead charged during the billing period.

4.3.1.2 Standard Hourly Rates

Rates may be updated annually.

4.3.1.3 Lump Sum

4.3.2 Reimbursement at cost shall be made to Consultant for out-of-pocket expenses, that are not provided as a part of the Consultant's overhead and are directly associated with completion of the scope of services, and specifically defined as reimbursable out-of-pocket expenses in the Scope of Services.

4.4 The Consultant shall periodically submit to the Owner invoices, which shall include a detailed summary of work completed and expenses incurred. Except for lump sum compensation, the invoice shall include a detailed statement of hours expended by each of the Consultant's personnel or subcontractors since the previous such invoice. All invoices shall include supporting documentation for any reimbursable out-of-pocket expenses, as a

detailed description of cost items.

4.5 Invoices shall bear the written approval of the Owner before being paid. The Owner will approve or disapprove said invoices in a timely fashion and will make payments within 30 days of receipt of an invoice that is determined by Owner as accurate and correct.

4.6 Upon completion of work, the Consultant shall submit a final invoice along with an executed release of all claims against the Owner arising under or by virtue of this Agreement, and from other than such claims, if any, as may be specifically exempted by the Consultant from the operation of the release in stated amounts to be set forth therein.

4.7 It is mutually agreed between the Owner and the Consultant that no review, approval, acceptance and/or payment made under this Agreement shall be conclusive evidence of the performance of this Agreement, nor in any way the acceptance of defective work or release of the Consultant's responsibility for the adequacy of its work.

4.8 By executing and becoming party to this Agreement, the Consultant affirms that there is no corrupt, fraudulent, collusive or coercive practice and that the prices and amount of compensation has been arrived at independently and without consultation, communication or agreement with any other contractor, proposer, or potential proposer.

4.9 The Consultant shall maintain such records and require its subcontractors maintaining in similar manner such records with respect to wages and salaries used for computing amounts payable and the items reimbursable under this Agreement, and such records shall be supported by properly executed payrolls, evidencing in proper detail the nature and propriety of the charges. All expenses and payrolls readily accessible and to the extent feasible, kept separate from all other such documents. Upon 21 days' notice, the Consultant shall cause or provide free access to the proper officers of the Owner to such books and records and the right to examine and audit the same and to make transcripts therefrom as necessary to allow inspection of all work data, documents, proceedings and activities related to this Agreement. The Consultant shall permit the authorized representative of the Owner to inspect and audit all data and records of the Consultant relating to the rights, duties and obligations arising from this Agreement. The Consultant shall include similar provisions of this Article in all cost reimbursable subcontracts which it negotiates with respect to the work. In the event expenditures paid to the Consultant under this Agreement are subsequently and properly disallowed by the Owner through the findings of an independent audit, the Consultant agrees to refund the properly disallowed amounts to the Owner for credit to its appropriate account. Notwithstanding, this section shall only apply to Consultant if the form of compensation agreed to between Owner and Consultant is Direct Payroll Costs plus Overhead as described in Section 4.3.1.1 and Standard Hourly Rates as described in 4.3.1.2 above. To be clear, this Section will not be required of Consultant or Subcontractors if the form of compensation is Lump Sum.

ARTICLE FIVE – CONSULTANT'S RESPONSIBILITIES:

5.1 The Consultant shall employ only Registered Professionals recognized in the State of Delaware in responsible charge of any architectural, engineering or land surveying services required. Any and/or all plans and specifications containing architectural,

engineering or land surveying services shall be stamped with the applicable seal of a Registered Professional registered in the State of Delaware.

5.2 To the fullest extent permitted by Laws and Regulations, the Consultant shall be responsible for its own acts and those of its subordinates, employees, consultants and subcontractors performing all work required under this Agreement, it being expressly understood that to the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the Owner, and its appointed and elected officials, employees, agents, directors, and officers, from and against any and/or all claims, suits, judgments, expense, actions, damages, and cost of every name and description, arising out of and/or resulting from the negligent performance of the Consultant's Scope of Services under this Agreement.

A. To the fullest extent permitted by Laws and Regulations, the Consultant shall be responsible for its own acts and those of its subordinates, employees, consultants and subcontractors performing all work required under this Agreement, it being expressly understood that to the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the State of Delaware, and its appointed and elected officials, employees, agents, directors, and officers, from and against any and/or all claims, suits, judgments, expense, actions, damages, and cost of every name and description, arising out of and/or resulting from the negligent performance of the Consultant's Scope of Services under this Agreement.

5.3 The Consultant warrants that the Consultant has not employed or retained any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift, or any other consideration, payable contingent upon or resulting from the award or execution of this Agreement.

ARTICLE SIX – OWNER'S RESPONSIBILITIES:

6.1 The Owner shall furnish the Consultant with any pertinent information that is available to the Owner and applicable to the requirements for completing work. On request from the Consultant, the Owner shall provide the Consultant with one (1) copy of such pertinent information without cost.

6.2 The Owner shall as far as possible and practical cooperate with the Consultant in making necessary arrangements with public and/or private agencies to perform services and complete work.

6.3 The Owner shall cooperate with Consultant to arrange for access and to make provisions for Consultant to enter upon public and private property as required to perform services and complete work.

6.4 The Owner shall designate an authorized person to act on its behalf for matters concerning all work associated with the Scope of Services.

6.5 The Owner shall respond in a timely manner to all Consultant's requests for review and approval of its work or for Consultant's requests for decisions related to the performance of services under this Agreement so as not to cause delay.

ARTICLE SEVEN – INSURANCE REQUIREMENTS:

7.1 The Consultant shall not commence services or work until Consultant has obtained, at Consultant's own expense, all of the insurance as required hereunder and such insurance has been approved by the Owner; nor shall Consultant allow any subcontractor to commence services or work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by Consultant. Approval of insurance required of Consultant will be granted only after submission to Owner of original certificates of insurance in the most current ACORD format evidencing the required liability or other insurance, signed by authorized representatives of the insurers or, at Owner's request certified copies of the required liability or other insurance policies.

- A. All insurers underwriting Consultant's or subcontractor insurance must be allowed to do business in the State of Delaware and acceptable to Owner. The insurers must have a Financial Strength Rating of A- or better, and a Financial Size Category of VIII or higher in the latest evaluation by A.M. Best Company, unless Owner grants specific approval for an exception.
- B. Liability insurance as required hereunder shall be in force throughout the term of the Agreement and for three (3) years after the date of final payment by the Owner for Consultant's services under this Agreement. Original certificates of insurance signed by authorized representatives of the insurers or, at Owner's request, certified copies of insurance policies, evidencing that the required liability insurance is in effect, shall be maintained with Owner throughout the term of this Agreement and for three (3) years after final payment by the Owner for Consultant's services under this Agreement.
- C. Consultant shall require all subcontractors to maintain during the term of their Agreement commercial general liability insurance, business auto liability insurance, workers' compensation and employers' liability insurance, umbrella excess liability insurance and professional liability insurance to the same extent required of Consultant. Consultant shall furnish subcontractor's certificates of insurance to Owner.
- D. All insurance required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, or any material change or reduction in coverage until thirty (30) days prior written notice has been given to Owner (not less than ten (10) days' notice is required for non-payment of premium). Therefore, a copy of the endorsements to the required policies that confirm the insurer is obligated to send notice to Owner as required herein must accompany all certificates of insurance.
- E. No acceptance and/or approval of any insurance by Owner shall be construed as relieving or excusing Consultant from any liability or obligation imposed upon them

by the provisions of this Agreement.

- F. If Consultant or any subcontractor does not meet the insurance requirements of this Agreement, Consultant shall forward a written request to Owner for a waiver in writing of the insurance requirements(s) not met or approval in writing of alternate insurance coverage or self-insurance arrangements. If Owner denies the request, Consultant or subcontractor must comply with the insurance requirements as specified herein.
- G. Any deductibles or retentions of \$25,000 or greater shall be disclosed by Consultant and are subject to Owner's written approval. Any deductible or retention amounts elected by Consultant or its subcontractors or imposed by Consultant's or subcontractor's insurer(s) shall be the sole responsibility of the Consultant and are not chargeable as expenses. Nothing herein shall be construed as permitting a lapse or delay in acquiring and maintaining the insurance required by this Agreement.
- H. If the Owner is damaged by the failure or neglect of the Consultant to purchase and maintain insurance as described and required herein, without so notifying the Owner, then the Consultant shall bear all costs properly attributable thereto.

7.2 Consultant shall purchase and maintain such liability and other insurance coverages for not less than the limits as is specified below or required by law, whichever is greater. The insurance as specified on the Certificate of Insurance shall provide coverage for the services or work to be performed under the Agreement whether it is to be performed by the Consultant, or any subcontractor or supplier or anyone directly or indirectly employed by any of them to perform any of the work, or by anyone for whose acts any of them may be liable.

- A. Consultant shall be required to obtain commercial general liability insurance which insures against claims for bodily injury, personal and advertising injury and property damage including loss of use arising out of or in connection with services under this Agreement. The minimum limits of liability for this insurance are as follows:

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

This insurance shall include coverage for all of the following:

1. Any general aggregate limit shall apply per project basis;
2. Liability arising from premises and operations;
3. Liability arising from the actions of independent contractors;
4. Liability arising from completed operations with such coverage to be maintained for three (3) years after completion of project or longer if the statute of limitations or repose is of a greater duration;
5. Contractual liability including protection for Consultant from bodily injury and property damage claims arising out of liability assumed under this Agreement;
6. Liability arising from the explosion, collapse and underground (XCU) hazards; and
7. Waiver of subrogation in favor of the Owner.

B. Business auto liability insurance:

\$1,000,000 combined single limit or split liability limits of bodily injury at \$1,000,000 each person, \$1,000,000 each accident and property damage of \$1,000,000 each accident.

This insurance shall include coverage for all of the following:

1. Liability arising out of the ownership, maintenance or use of any auto;
2. Contractual liability including protection for Consultant from bodily injury and property damage claims arising out of liability assumed under this Agreement.
3. Waiver of subrogation in favor of the Owner.

C. Workers' compensation insurance with statutory benefits as required by any state or Federal law, including standard "other states" coverage and employers' liability insurance with minimum limits:

\$100,000 each accident for bodily injury by accident;
\$100,000 each employee for bodily injury by disease; and
\$500,000 policy limit for bodily injury by disease.

Consultant shall secure a waiver of subrogation in favor of Owner and its appointed and elected officials, employees, agents, directors and officers.

D. Umbrella excess liability or excess liability insurance with minimum limits of:

\$5,000,000 each occurrence;
\$5,000,000 aggregate other than completed operations and auto liability; and
\$5,000,000 completed operations aggregate.

This insurance shall include all of the following coverages on the applicable schedule of underlying insurance:

1. commercial general liability;
2. business auto liability; and
3. employers' liability.

The Owner and its appointed and elected officials, employees, directors officers and the Center for Inland Bays shall be named as additional insureds on the Consultant's commercial general liability and umbrella excess or excess liability insurance policies with respect to liability arising in whole or in part out of the Consultant's services provided under this Agreement. Such coverage shall extend to cover the additional insured(s) for liability arising out of the following:

1. On-going operations;
2. Bodily injury or property damage claims related to the Owner's general supervision of services as provided by the Consultant under this Agreement; and
3. Completed operations.

- E. Engineers' and architects' professional liability insurance which insures against errors and omissions in rendering or failure to render engineers' and architects' professional services, including construction management if applicable, required under this Agreement. A minimum each claim limit of \$2,000,000 and annual aggregate limit of \$2,000,000 per claim are required. Certificates of insurance shall evidence a retroactive date no later than the beginning of Consultant's services under this Agreement.
- F. Insurance provided to Owner and its appointed and elected officials, directors, officers, employees, consultants and The Center for Inland Bays under Consultant's or subcontractor's liability insurance as specified herein, including, but not limited to, umbrella and/or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance. Any cross suits or cross liability exclusion shall be deleted from Consultant's liability insurance policies required herein.
- G. Insurance provided to Owner and its appointed and elected officials, directors, officers, employees, consultants and The Center for Inland Bays as specified herein shall be primary, and any other insurance, coverage or indemnity available to Owner and its appointed and elected officials, directors, officers, employees, consultants and The Center for Inland Bays shall be excess of and non-contributory with insurance provided to Owner and its appointed and elected officials, directors, officers, employees, consultants and The Center for Inland Bays as specified herein.
- H. If any liability insurance purchased by Consultant or by any subcontractor has been issued on a "claims- made" basis, Consultant must comply with the following additional conditions. The limits of liability and the extensions to be included remain the same.
1. The retroactive date (if any) of such "claims-made" coverage can be no later than the earlier of the date of this Agreement or the commencement of the Consultant's services under this Agreement.
 2. The Consultant or subcontractor shall agree to provide certificates of insurance evidencing the above coverages for a period of three (3) years after final payment by the Owner for the Consultant's or subcontractor's services or work under this Agreement. Such certificates shall evidence a retroactive date no later than the earlier of the date of this Agreement or the commencement of the Consultant's services under this Agreement; or
 3. The Consultant or subcontractor shall purchase an extended (minimum three (3) years) reporting period endorsement for each such "claims-made" policy in force as of the date of final payment by the Owner for the Consultant's services under this Agreement and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance and a copy of the endorsement itself. Such certificate and copy of the endorsement shall evidence a retroactive date no later than the earlier of the date of this Agreement or the commencement of the Consultant's or subcontractor's services under this

Agreement.

7.3 Acceptance of Insurance: Option to Replace:

If Consultant fails to provide evidence of required liability insurance as required in 7.1 and 7.2, the Owner shall be permitted, without prejudice to any other right or remedy, to obtain equivalent insurance to protect Owner's interests, at the sole expense of Consultant.

7.4 Consultant's Personal Property:

Consultant and its subcontractors are responsible for loss of or damage to their personal property used in provided services to Owner.

7.5 Pollution Liability Insurance:

If and when required based on the decision of the Owner, Consultant will purchase the necessary pollution liability insurance with limits as required by Owner.

ARTICLE EIGHT – GENERAL CONDITIONS:

8.1 The Consultant shall secure, maintain and furnish the Owner copies of its State of Delaware business license and its Delaware Association of Professional Engineer Certificate of Authorization. The Consultant shall also furnish the Owner with such copies of licenses and authorizations for its agents and subcontractors.

8.2 The Consultant agrees that it will cause all persons employed upon the work including subcontractors, agents, officers, and employees to comply with all published Federal, Regional, State, County, Municipal and/or all other laws applicable to the work to be done by the Consultant under this Agreement in effect at the time the services are performed.

8.3 In connection with the carrying out of this Agreement the Consultant shall not discriminate against any employee because of race, creed, color, sex, religion, gender identity, national origin or any other protected class. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, religion, gender identity, national origin or any other protected class. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; and selection or training including apprenticeship.

8.4 The Consultant is an independent contractor and this Agreement shall not constitute the Owner as the employer, a partner or agent of the Consultant.

8.5 All subcontracts proposed to be entered into by the Consultant pursuant to this Agreement shall be subject to the prior written approval of the Owner.

8.6 The Consultant shall meet with the Owner in the event that any matter cannot be

resolved in a mutually satisfactory manner. All interested parties shall be present with the Owner hearing all arguments and rendering the final decision.

8.7 All final versions of tracings, plans, maps, descriptions, specifications, records and documentation prepared, obtained, or kept under this Agreement by the Consultant, shall be delivered to and become the property of the Owner after the satisfactory completion of the work, final invoice and payment in full of all monies due to the Consultant, or if earlier terminated upon the date of termination.

8.8 No director, officer, partner, member, manager, shareholder, employee, representative or agent of the Consultant or its subconsultants shall have any individual liability to the Owner unless he or she engaged in willful or wanton misconduct or actions.

8.9 The Owner and the Consultant each binds itself to the other party of the Agreement in respect of all covenants to this Agreement. Except as hereinbefore mentioned, the Consultant shall not assign, sell, mortgage, or transfer its interest in this Agreement without the prior written consent of the Owner.

8.10 This Agreement may only be amended, modified, or extended by prior written approval signed by both the Owner and the Consultant.

ARTICLE NINE – TERMINATION:

9.1 If, for any reason or cause, conditions are encountered by the Owner which require termination of the Agreement and any modifications hereof, such determination shall rest solely in the judgment of the Owner; this Agreement and any modifications hereof may be terminated in whole or in part upon seven (7) days written notice to the Consultant that identifies an effective date of said termination, and such action shall in no event be deemed a breach of contract.

9.2 Upon such termination, the Consultant shall render a final report with notes as to the status of completed and uncompleted services and assemble all related materials in orderly files. Upon written approval by the Owner, the Consultant will complete any services whose value would otherwise be lost upon termination. The Consultant shall transfer to the Owner in a neat and orderly manner the ownership of all documents as specified in this Agreement on the effective date of termination.

9.3 In the event of any termination, Consultant will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable out-of-pocket expenses incurred through the effective date of termination.

9.4 In the case of receipt of a notice of termination of this Agreement and any modifications hereof, the Consultant shall suspend all subcontract work and take all reasonable steps to minimize the further incurring of fees under this Agreement.

9.5 The Consultant shall have the right to stop work, or ultimately terminate this Agreement upon seven (7) days' notice to the Owner, in the event of non-payment after 90

days of receipt of an approved invoice. In the event of such termination, the Consultant shall be paid for all services performed up to the effective date of the termination.

IN WITNESS WHEREOF, the parties hereunto have caused this Agreement to be executed on the day and year first written hereof by their duly authorized officers.

SEAL

FOR THE OWNER:
SUSSEX COUNTY

President, Sussex County Council

APPROVED AS TO
FORM:

Date

Assistant Sussex County Attorney

ATTEST:

Clerk of the Sussex County Council

FOR THE CONSULTANT:
Kimley-Horn and Associates, Inc.

Kimberly R. P. Holland

WITNESS:

Thomas J. Saur

ATTACHMENT A

CONSULTANT'S SCOPE OF SERVICES

(Written Scope, Method of Compensation / Fee, Out of Pocket Expenses, Schedule)

June 25, 2020

Patrick J Brown, P.E.
Project Engineer III
Sussex County Engineering
2 The Circle | PO Box 589
Georgetown, DE 19947

RE: *Exhibit 'A'*
Professional Services for Professional Design Services
James Farm Ecological Preserve, Bethany Beach, DE

Dear Patrick:

Kimley-Horn and Associates, Inc. (Kimley-Horn) is pleased to submit this letter agreement (the "Agreement") to Sussex County ("Client") to assist you and your and the Delaware Center for Inland Bays to realize the portions of the Master Plan developed by Oasis Design Group dated October 2014 for Implementation of Phase II for James Farm.

PROJECT UNDERSTANDING

Based on the Master Plan document noted above we shall work collaboratively with David Quillin Architecture (architecture), Ashton (graphic design) and Sussex County Engineering to further develop the master plan document specifically in the area related to the educational environs and maintenance areas. The documents will ultimately result in a refined master plan for the specific area noted, development of the architectural vernacular for the buildings meeting the purpose statements identified below, biddable and constructible set of construction documents for a building or buildings and associated site work that meets the specified construction budget identified in the grant application of approximately \$94,500. As part of that effort, we understand the following general scope of work to include:

This programming document (purpose statements) has been provided to Kimley-Horn as per meeting with CIB project team and Sussex County Engineering developed on January 24, 2020 which is a statement on the purposes of the master planned facilities desired to support the maintenance of the Preserve and its education programs.

Purpose 1: Master Plan Development

Further development and refinement of the master plan for the Campus landscape architectural design for the layout of the non-structural elements, structures in the general vicinity of the maintenance and education area. Design will include the need to separate functions of the campus area (pedestrian connectivity, education facilities, restroom, maintenance and storage facilities). Design will meet the principles of the Master Plan in terms of line of sight and foot traffic through the preserve.

Purpose II: Development of Architectural Elements

Development of architectural approaches of options to that present a unified architectural design to evoke the *Eastern Shore Agricultural Heritage* specified in the Master Plan. Options may include retrofits and/or modifications of simple, cost-effective construction techniques or use of appropriate prefabricated structures to meet the architectural design needs which address a unified design approach for all structures to may include but not be limited to roofing types and profiles, siding, door and window trim. Spatial programmatic elements currently envisioned include:

1. Educational Program Building
 - Accommodate 70 individuals
 - “Three-season” construction -- roof, floor (likely concrete slab but potentially prefabricated wood or other material), and three sides with very large windows with screens evocative of a summer camp gathering building.
 - Equipped with electricity, counter and education storage space, presentation screen space, ceiling fans, and sinks
 - Well water hookup
 - No heating or air conditioning
 - No restrooms
2. Educational Storage Building to accommodate program supplies and a single workspace for simple administrative work
 - Approximately 250 sf
 - Electric
 - Maybe a window fan and space heater installed for admin work
 - Year-round Bathroom Facility
 - ADA compliant
 - Two rooms/doors minimum
 - Electric and heat
 - County sewer hookup
 - Well water hookup
3. Equipment Storage “Pole-building” (make sure conforms to MP)
 - Approximately 1500 sf
 - Capacity to hold two tractors, one riding mower, two utility vehicles
 - Fuel storage cabinet
4. Maintenance & Restoration storage and workshop
 - Approximately 250 sf
 - Well water hookup
 - Electric
 - Tool and dry good storage
 - Workbench

5. Concessionaire storage (at campus area)
 - Approximately 250 sf
 - Storage only
 - Electricity
6. Permanent Outdoor Educational Bench Seating (shown in master plan as “amphitheater”)
 - Seating for 70
7. Structural storage area (bins) for bulk materials such as mulch, shell, soil, etc.
 - 2 bins
 - Approximately 15x20’
8. Storage area for oyster project
 - Approximately 30x30’
 - Fence or other containment structure

Purpose III – Signage Graphic Design

Design of interpretive signage structural components (stand posts) to match Eastern Shore Agricultural style and basic panel orientation and size (Interpretive sign content and panels are not included in this scope of work.)

- Signage stand post scheme to include specification of colors and fonts consistent with the Center’s branding and specification of materials.
- Provision of concepts for gateway pier monument/trailhead markers on east side of Cedar Neck Road (construction documents not included).
- Consultation and plans or style guide to achieve a uniform theme for other signage that matches the overall signage and architectural style.

Based on the overall scope and program areas defined above, Kimley-Horn proposes to provide the following scope of services and associated fees as listed below:

Proposed Planning Scope

Task 100: Kick-off Meeting, Programming and Site Visit

A kick-off meeting will take place with the client and key consultants on the site. The goal of this session is to walk the site together to perform a cursory evaluation of possibilities, formulate preliminary assumptions about the project site, brainstorm opportunities and identify potential limitations. The process will also solidify the development program as initially proposed in the RFP document.

Deliverables: Summary memorandum

Meetings: One (1)

Task 200: Limited Due Diligence, Code Review Site Measurement

Kimley-Horn will:

- Review public utility GIS (in CAD format) drawings and files supplied by the County for the site and for existing conditions. Coordinate the delivery of any additional drawings needed with the County.
- Analyze site utilities by reviewing topographic/utility surveys, as-built plans/surveys.
- Evaluate any regulatory constraints, codes or issues relating to the project and architectural development.
- Measure the existing conditions and prepare documentation of the existing pavilion that is to be renovated and incorporated into the new campus design.

Deliverables: Memorandum of findings and CAD file for existing pavilion

Meetings: None

Task 300: Meetings and Approvals Coordination

- Meetings and coordination with client and design team during the project
- Meetings and coordination with Sussex County and DCIB as necessary
- Coordination with appropriate utility entities as necessary
- Task budget assumes approximately 15 hours of meeting and coordination time and may increase or decrease based on owners request as further defined by jurisdictional requirements.

Deliverables: Memorandum of meeting minutes

Meetings: Two (2)

Task 400: Master Plan Development

Working closely with the architect for the various buildings proposed, Kimley-horn will further develop and refine the existing master plan for the elements identified in the general vicinity of the maintenance and education areas. The refined programmatic uses will be given size and physical shape. The arrangement and location of the buildings, non-structural elements, landscape structures, trails, access drives, pathways, etc. shall be limited to the general vicinity of the maintenance and education area and shall be more fully developed. The approved master plan refinement document will form the basis for final building locations, utilities, and all landscape elements.

Deliverables: Conceptual black/white master plan drawing; refined master plan illustrative drawing; CAD master plan drawing.

Meetings: As noted above.

Task 500: Architectural Exploration and Documentation

Task 501: Schematic Design

The Architect shall develop a Schematic Design for the ten elements listed in the Revised Phase 2 of the Master Plan Implementation, including the design of an appropriate architectural “language” and

system of elements to be used throughout the campus. This Phase includes meetings and communications necessary for both collaboration with Kimley-Horn and presentation to the client.

- Deliverables:
1. Schematic Design drawing set, including plans, sections, elevations perspective to schematic level to illustrate design intent only.
 2. Preliminary Materials List of materials proposed
 3. Preliminary Construction Cost Estimate

Meetings: One (1) as noted above.

Task 502: Design Development

The Architect shall do Design Development for the ten elements listed in the Revised Phase 2 of the Master Plan Implementation. This Phase includes meetings and communications necessary for both collaboration with Kimley-Horn and presentation to the client. Material selection, dimensions, and details shall be elaborated and refined in this Phase.

- Deliverables:
1. Design Development drawing set, including plans, sections, elevations.
 2. Refined Materials list for proposed design
 3. Construction Cost Estimate of each of the ten elements.

Meetings: One (1) - Virtual

Task 503: Construction Documentation of Restroom Facility

The Architect shall prepare construction documents required for the Restroom Facility. The Restroom will be a pre-fabricated unit, and the Architect coordinate shop-drawings with the preferred supplier and will prepare support documents necessary for preparation of the site, review of shop drawings, and design of site built elements required to integrate the pre-fabricated unit with the whole of the campus design.

- Deliverables:
1. Coordination of construction Documents including Drawings and Specifications sufficient for bidding, permitting, and construction.
 2. Construction Cost Estimate

Meetings: None

Task 504: Construction Documentation of an Additional Building

The Architect shall prepare construction documents required for an additional building element listed in the Revised Phase 2 of the Master Plan Implementation to the extent that the budget permits. It is anticipated that it will be for the three-sided pole equipment storage building. This task includes review by a structural engineer.

- Deliverables:
1. Construction Documents including Drawings and Specifications sufficient for bidding, permitting, and construction.
 2. Construction Cost Estimate

Meetings: None

Task 600: Architectural Illustrative

The Team shall prepare a up to two presentation drawings (perspective illustratives) suitable for use by the client for fund raising and publicity. The illustration will provide two views with an aerial image of the 'education and maintenance' village area only and support imagery of comparable materials.

Task 700: 50% Construction Document Package

Kimley-Horn will prepare, from the approved refined master plan documents and schematic architectural plans, a 50% Construction Documentation package that will incorporate the architects work, engineering coordination with Sussex County and the pre-fab restroom manufacturer and site design elements. Documents will consist of:

- Coordination of shop-drawings with the pre-fabricated restroom manufacturer
- Utility plans for water (well) and public sewer
- Budget permitting, plans for the three-sided pole storage building
- Associated site and landscape plans

Kimley-Horn will submit 50% Construction Documents to the Client for review and coordination. Drawings will illustrate the general layout, dimension, and relationship for each of the project components. We do not anticipate having to develop any stormwater management plans or special exception drawings as part of this effort.

Kimley-Horn will prepare a preliminary grading plan to show spot grades for paving, trails, curbs and walls within this specific area. Grading provided as part of this phase of design is intended for use in coordinating vertical relationships with other team members and addressing site accessibility. Detailed grading plans, as appropriate, to be provided during Construction Document phase.

Plans will be drawn at 1"=30' scale or larger with supplemental enlargements of special areas. Selected elevation / section views will be drawn to illustrate design concepts and facilitate advancement of preliminary pricing.

Deliverables: Plan sheets to a 50% construction document development drawing level to include:

- Hardscape plan to show material type and location.
- Preliminary grading concept with drain inlets located
- Preliminary sections / details for hardscape
- Lighting concept documentation
- Planting plan to show location and general callouts of plant material.

Meetings: One (1) – virtual.

Task 800: Water and Sewer

Task 810: Site Plan

Kimley-Horn will prepare a site plan consisting of the following:

- Existing conditions plan (based on County supplied GIS files)
- Preliminary site plan, based on master plan building locations by architect and landscape architect
- Limits of disturbance

Task 820: Utility Plan

Kimley-Horn will prepare a utility plan consisting of the following:

- Layout for water well, grinder pump, forcemain, and sanitary manholes
- Sanitary forcemain profile showing connection from grinder pump to manhole in Cedar Neck Road

Task 830: Well Permitting and Application

Kimley-Horn will utilize the above Utility plan and prepare the required well permit application for submittal to the County Health Dept. We may need your selected contractor to supply their company state license and/or bonding information. Submittal fees will be paid by client as part of the package. Our office will either mail the submittal package to the Health Dept. or local contractor for submittal.

Task 840: Grinder Pump Design

Kimley-Horn will prepare pump station design for a grinder pump to serve the facility including the following:

- Pump calculations
- Pump station plan and profile views
- Technical specifications

As part of the design we assume:

- Pump station will serve a single pre-fabricated restroom unit with a flush toilet and sink
- Pump station will pump to an existing lateral on the site
- Local/state permitting for the pump station will be by Others

Task 850: Meetings and Coordination with County

- Applications and coordination for stormwater management standard plan with Sussex County Soil Conservation District
- Applications and coordination for utility permit for sanitary force main connection
- Miscellaneous telephonic or virtual meetings and coordination with Sussex County design team

Task 900: Signage Graphic Design

Services include the Concept Phase for a sign family and Design Documentation for the chosen design for a bid package. At least two design options consistent with the Center's branding, surrounding context – Eastern Shore Agricultural style, and specification of materials. Sign location plans and message schedule (interpretive content) are not included in this scope. The engineering and shop drawings will be completed by the selected fabricator and are not covered in our scope or fees. Scope items include:

- *Trail Markers / Directional Signs*
Vertical post with a panel to accommodate trail head markers as well as arrow directions to specific destinations. Typeface, arrow graphics and color will be studied. Sign location plans and message schedule are not included in this scope.
- *Interpretive Stands with Panel*
Base structure and blank panel for interpretive signs. (12x18 and/or 24x36 panel). Panel graphics & content not included in this scope.
- *Primary Entrance sign*
To replace existing sign west of Cedar Neck Road. "James Farm Ecological Preserve" This new sign will match new sign family and serve as a welcoming beacon. Existing sign panel should be moved to a new, appropriate location.

- *Secondary Entrance Sign*
New “Gateway Pier” sign east of Cedar Neck Road to identify overflow parking for the Center as well as directional messages to amenities/trails. This sign type will be a derivative of new sign family.

Task 901: Concept Design

Develop a comprehensive environmental graphics plan for a consistent look throughout the project to include design for the interpretive sign panel bases, directional signage, entrance sign and pier. A variety of creative design options— including examples of materials, colors, type style and relative size will be presented. This initial design review helps the team identify several plausible designs for further development.

Deliverables: Conceptual illustrative drawings illustrating design options; colors/styles, and materials.

Meetings: One (1)

Task 902: Design Development

Designs selected from Task 901 shall get revised while ideas that may have surfaced subsequently are considered. The goal for this second presentation is to refine the concept design and select one direction that best meets the project criteria.

Deliverables: Refined illustrative drawings illustrating design options; colors/styles, and materials.

Meetings: One (1) - virtual.

Task 903: Design Documentation

Detailed documentation, measurements, preferred materials and installation methods are updated in the signage/graphics package. Clearly illustrated design objectives are produced to clarify various issues provide sufficient information for construction and shop drawings as appropriate.

Deliverables: Construction Documents including Drawings and Specifications sufficient for bidding and construction.

Task 1000: 100% Construction Documents

Kimley-Horn will prepare from the approved 50% Construction Documents, 90% and 100% Construction Documents and sheet note specifications setting forth the requirements for construction of the Project. As part of our work we shall:

- Prepare site layout plans (horizontal control) showing the location of hardscape development, noting materials, dimensions and detail references.
- Architectural coordination for documents noted in Tasks 503 and 504.
- Utility coordination for documents noted in Tasks 820 and 840
- Construction details at various scales will be shown to assist in the Client’s bidding and construction of the hardscape elements shown.
- Coordinate for placement and footing or slab design.
- Prepare final planting plans showing plant list, details and specifications.
- Sheet note specifications (no CSI specifications will be prepared.)
- Coordination for sign panel as noted in Task 903 and details for monument signage base.

Meetings: Two (2) Virtual Meetings

Deliverables: Plan sheets to an 90% and 100% drawings (based on review comments) and as per below:

- Hardscape layout plans to show material type and location.
- Site layout and grading plan
- Sections / details for hardscape
- Utility plans
- Planting plan to show location and general callouts of plant material.

Additional meetings beyond scope described above may be provided as an additional service. drawings may be provided as an additional service.

SCHEDULE

Kimley-Horn will provide our services as expeditiously as practicable with the goal of completing construction documents by September 1, 2020. Interim dates for deliverables not listed will be coordinated with Client.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope, as well as any changes in the scope the Client requests, will be billed as additional services and performed at our then current hourly rates.

Additional services we can provide include, but are not limited to, the following:

- A total of four (4) face-to-face meetings will be held at James Farm or DCIB. All other meetings as noted shall be virtual meetings.
- Site survey or utility information – all site base file information shall be provided to the design team by Sussex County. No supplemental survey of grades, existing utilities, outfalls or inlets, pipe slopes or connections, etc. shall be provided under this agreement.
- Review and coordination of Graphics work provided by other designers and items not related to graphics shall be considered an additional service.
- The Client is solely responsible for taking all legal steps necessary (i.e. name search, registration of trademarks, etc.) to secure trademark and copyright usage rights for all names, all symbols, and for logo types created by Kimley-Horn for the Client's use on this Project. Kimley-Horn shall not be held liable for any litigation resulting from trademark or copyright infringement.
- Drawings and specifications shall be provided for design intent only to enable the printers/fabricators to incorporate information as required into their files, documents, and specifications. Fabricators and Printers will provide shop drawings and proofs, which will be reviewed by Kimley-Horn for conformance with the design intent.
- Site lighting design – we assume the project will not require any lighting.
- This site qualifies for Stormwater management standard plan due to limits of disturbance under 5,000 SF and 100 CY. KH shall not be required to put together detailed ES&C plans with Stormwater Management under this agreement.
- All disturbance related to the sanitary force main is exempt as it is considered a linear utility project with less than 1-acre of disturbance.

- No fire protection is required. Due to absence of public water, no hydrants or fire suppression systems will be provided on site.
- Provisions for public water to the site.
- Grinder pump and forcemain will be owned and operated by the County and only a minor utility permit will be required for connection.
- No utility coordination or extension with any electrical service provider or associated permit applications shall be provided under this agreement.
- MEP engineering services not specifically mentioned in the above tasks.
- Substantial revisions to developed designs and / or drawings at the request of the Client or precipitated by review agency policies or approval conditions, except as scoped above.
- 3-D modeling of amenity areas using Sketch-Up, Revit or AutoCAD 3D or any special additional illustrative graphics other than what was stated above required for any public or community meetings.
- Design of 'special features' beyond the scope presented above
- Irrigation design drawings
- As-built drawings
- Interior design.
- Geotechnical services.
- Public hearings, meetings or variance applications.
- Opinion of probable cost
- Development of bid tabulation sheets, quantity tabulation charts, front end bidding instructions or project manual.
- Bid review or bidding assistance.
- Construction administration or observation.

INFORMATION PROVIDED BY CLIENT

We shall be entitled to rely on the completeness and accuracy of all information provided by the Sussex County for base material – GIS existing grades, easements, property lines and all applicable utility information. The Client shall provide all information requested by Kimley-Horn during the project in a timely fashion. All project documentation shall be on the base material provided by the County.

FEES

Kimley-Horn will perform the services in Tasks 100 – 1000 for the total lump sum fee for labor of \$70,035 per attached spread sheet. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, fees, and other direct expenses will be billed at 1 times cost. All permitting, application, and similar project fees will be paid directly by the Client.

Direct reimbursable expenses will be in addition to professional fees for labor and be a not to exceed amount of \$1,400.00. Billing will occur monthly. Additional Service as requested billed hourly.

EXPENSES

In addition to the lump sum fees based on associated fee sheet, expenses will be billed as follows:

Local mileage (under 50 miles round-trip) billed at current IRS rate, regular format copies, postage and supplies will be billed as incurred at cost.

All permitting, application, and similar project fees will be paid directly by the Client.

CLOSURE

Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter. Receipt of the executed agreement will be our Notice to Proceed.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute this Agreement in the space provided below and return a copy to us.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

Thank you for this opportunity to assist you at further developing James Farm Ecological Preserve. We look forward to performing these above services for you. If you have any questions or wish to discuss the above further, please do not hesitate to contact us at (443) 743-3464 or scott.scarfone@kimley-horn.com.

Sincerely,
KIMLEY-HORN



Scott C. Scarfone, ASLA, PLA
Associate



Jon Kraft, PLA
Vice-President

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client					
Mailing Address for Invoices					
Federal ID Number					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner	<input type="checkbox"/>	Agent for Owner	<input type="checkbox"/>	Unrelated to Owner

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owner.

James Farm Master Plan Implementation
Bethany Beach, DE

Exhibit 'A'
Kimley-Horn

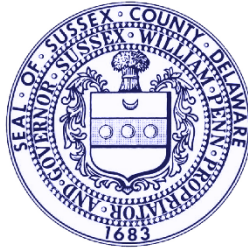
6.25.2020

Phase	Task	SS		JB		MD		JS		Quillin		Ashton		\$
		Hrs.	\$225.00	Hrs.	\$100.00	Hrs.	\$165.00	Hrs.	\$235.00	Hrs.	\$130.00	Hrs.	\$150.00	
100	Project-Kick-off & Programming	8	\$1,800.00	0	\$0.00	2	\$330.00	2	\$470.00	4	\$520.00	2	\$300.00	\$3,420.00
200	Limited Due Diligence	2	\$450.00	0	\$0.00	2	\$330.00	2	\$470.00	8	\$1,040.00	0	\$0.00	\$2,290.00
300	Meetings and Approvals	8	\$1,800.00	0	\$0.00	16	\$2,640.00	2	\$470.00	0	\$0.00	4	\$600.00	\$5,510.00
400	Master Plan Development	8	\$1,800.00	8	\$800.00	0	\$0.00	0	\$0.00	10	\$1,300.00	0	\$0.00	\$3,900.00
500	Architectural Exploration	3	\$675.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$675.00
501	Schematic Design	2	\$450.00	0	\$0.00	0	\$0.00	0	\$0.00	50	\$6,500.00	0	\$0.00	\$6,950.00
502	Design Development	0	\$0.00	0	\$0.00	4	\$660.00	0	\$0.00	55	\$7,150.00	0	\$0.00	\$7,810.00
503	Construction Doc. For Restroom	2	\$450.00	1	\$100.00	4	\$660.00	0	\$0.00	30	\$3,900.00	0	\$0.00	\$5,110.00
600	Architectural Illustration	0	\$0.00	6	\$600.00	0	\$0.00	0	\$0.00	6	\$780.00	0	\$0.00	\$1,380.00
700	50% CD's - Site	6	\$1,350.00	20	\$2,000.00	4	\$660.00	0	\$0.00	0	\$0.00	0	\$0.00	\$4,010.00
800	Water and Sewer	3	\$675.00	0	\$0.00	32	\$5,280.00	4	\$940.00	0	\$0.00	0	\$0.00	\$6,895.00
900	Graphic Design	3	\$675.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$675.00
901	Concept Design	2	\$450.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	14	\$2,100.00	\$2,550.00
902	Design Development	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	14	\$2,100.00	\$2,100.00
903	Design Documentation	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	50	\$7,500.00	\$7,500.00
1000	100% Construction Documents	6	\$1,350.00	40	\$4,000.00	18	\$2,970.00	4	\$940.00	0	\$0.00	0	\$0.00	\$9,260.00
	Subtotal	53	\$11,925.00	75	\$7,500.00	82	\$13,530.00	14	\$3,290.00	163	\$21,190.00	84	\$12,600.00	\$70,035.00
	Estimated Expenses													\$ 1,400.00
	Total Fee													\$71,435.00

SS -- S. Scarfone, PLA, Senior Project Manager
JB - Jake Bolen
MD - Melanie Defazio, PE
JS - Jeff, Smith, PE

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 Samuel R. Wilson, Jr.
The Honorable John L. Rieley
The Honorable Douglas B. Hudson

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

RE: ***HANGAR DEVELOPMENT REQUEST***

DATE: June 30, 2020

The County currently leases the County-owned hangar on Lot C at Delaware Coastal Airport to H&M Bay, Inc. The current lease with H&M Bay is a hangar lease, with rent based on the value of the hangar and not the land.

In November 2019, Council approved the release of a Request for Proposals (RFP) to develop the adjacent two lots, A&B. The RFP was released in February 2020 and no proposals were received. We are revising the RFP to allow for more flexibility in the development of Lots A&B and will release it in the coming months.

The boundary of Lot C extends approximately 20 feet beyond the vehicle driveway which provides access to the leased hangar. This strip of grass provides no utility to H&M Bay, but decreases the land available for hangar development on Lots A&B. The proposed Amendment 1 of H&M's lease will remove this grass strip to make it available as part of Lots A&B development. No other changes to the lease are proposed or needed.



FIRST AMENDMENT TO AIRPORT HANGAR LEASE

THIS FIRST AMENDMENT (this "Amendment") to an Airport Hangar Lease is made and executed on this _____ day of _____, A.D., 2020, by and between:

SUSSEX COUNTY, a political subdivision of the State of Delaware, with an address of 2 The Circle, Georgetown, Delaware 19947, hereinafter referred to as "**Landlord**"

AND

H & M BAY, INC, with an address of 1800 Industrial Park Drive, Federalsburg, MD 21632, hereinafter referred to as "**Tenant**"

WITNESSETH

WHEREAS, on May 12, 2012, Landlord and Tenant entered into an Airport Hangar Lease (hereinafter the "**Lease**") for Lot C located at 21431 Rudder Lane, Georgetown, Delaware at the Delaware Coastal Airport;

WHEREAS, Landlord desires to decrease the size of Lot C to accommodate development of the adjacent lots; and

WHEREAS, Landlord and Tenant hereto desire to amend the terms of the Lease as set forth herein,

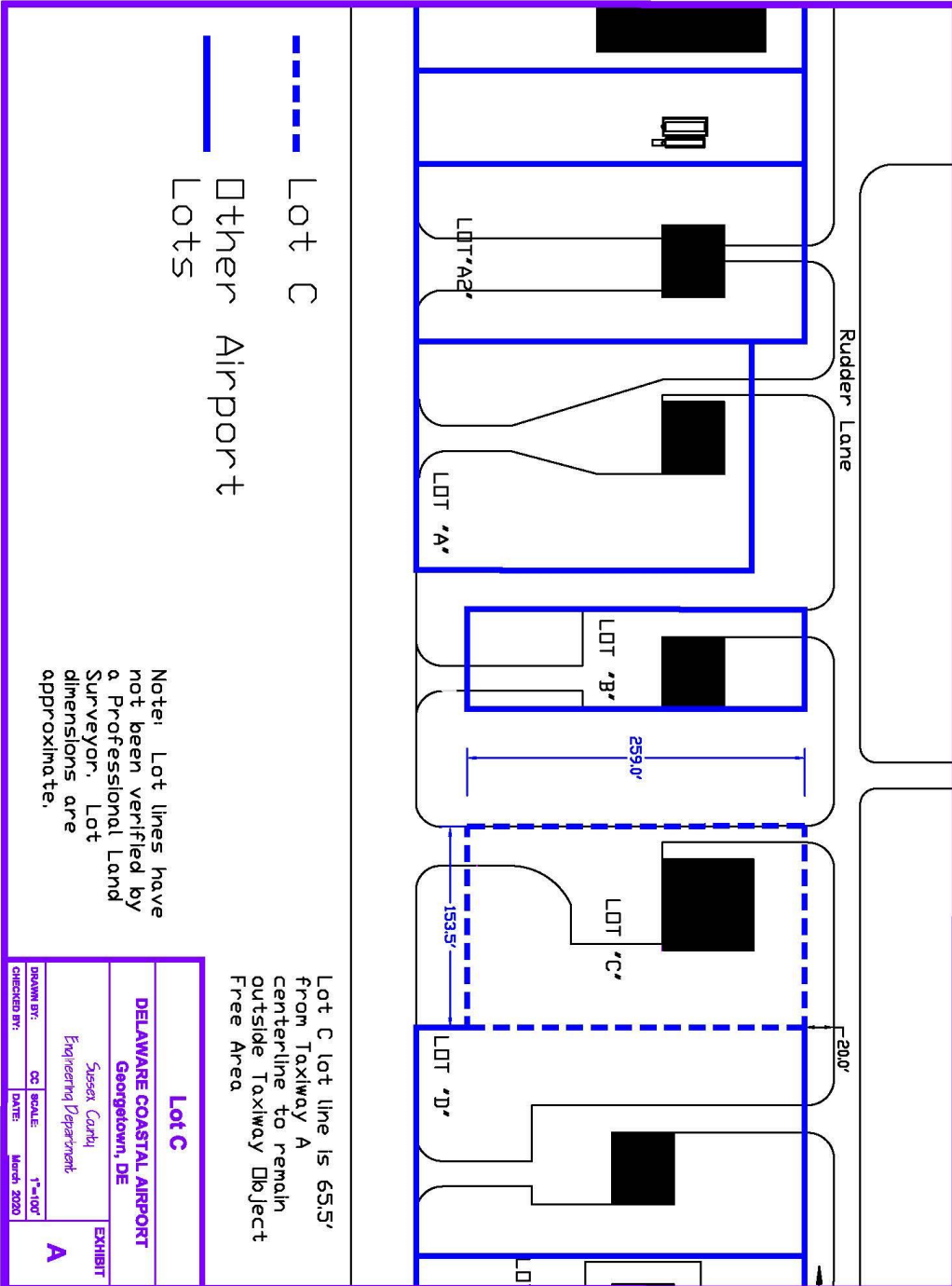
WITNESSETH:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree to amend the Lease as follows:

1. Exhibit A Property Description is hereby removed and replaced with the image on the following page. All references in the Lease to the Leased Premises shall mean and refer to the property described on Exhibit A attached hereto.

“Exhibit A”

Property Description



Lot C	
DELAWARE COASTAL AIRPORT	
Georgetown, DE	
Sussex County	EXHIBIT
Engineering Department	A
DRAWN BY:	CC
CHECKED BY:	SCALE: 1"=100'
	DATE: March 2020

Lot C lot line is 65.5' from Taxiway A centerline to remain outside Taxiway Object Free Area

Note: Lot lines have not been verified by a Professional Land Surveyor. Lot dimensions are approximate.

2. **Interpretation of Amendment.** All other terms and conditions of the Lease dated the 12th day of May 2012 shall remain intact and in full force and effect. Wherever there exists a conflict between this First Amendment and the Lease, the provisions of this First Amendment shall control. Unless otherwise indicated, capitalized terms shall be defined in the manner set forth in the Lease.
3. **Counterparts.** This First Amendment may be signed in one or more counterparts (including by facsimile, PDF or other electronic means), each of which shall be deemed an original and all of which, taken together, shall constitute one (1) instrument.
4. **Definitions.** Unless otherwise set forth in this Amendment, all capitalized terms shall have the same meaning ascribed to them in the Lease.
5. **Interpretation.** All other terms, covenants and conditions of the Lease shall remain unchanged and continue in full force and effect, as such terms, covenants and conditions have been amended or modified by this Amendment, and this Amendment shall, by this reference, constitute a part of the Lease.
6. **Successors and Assigns.** This Amendment and the terms, covenants and conditions herein contained shall inure to the benefit of and be binding upon Landlord and its successors and assigns, and Tenant and its permitted successors and assigns.
7. **No Other Amendments.** Except as herein modified and amended, the Lease is and shall remain in full force and effect and has not been otherwise modified or amended.

REST OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their proper officers and their corporate seals to be hereunto affixed, the day and year first above written.

Attest:

LANDLORD: SUSSEX COUNTY COUNCIL

Name: _____
Title: Clerk of County Council

Name: _____
Title: _____ (SEAL)

APPROVED AS TO FORM:

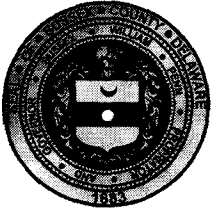
J. Everett Moore, Jr., County Attorney

Attest:

TENANT: H & M Bay, INC.

Name: _____
Title: _____

Name: Walter P. Messick
Title: President (SEAL)



SUSSEX COUNTY GOVERNMENT
GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: Town of Dagsboro

PROJECT NAME: Water Meter Register Replacement

FEDERAL TAX ID: 51-0121156 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: Supply town water customers with working water meters/registers to calculate monthly water usage.

ADDRESS: 33134 Main Street
Po Box 420
Dagsboro DE 19939
(CITY) (STATE) (ZIP)

CONTACT PERSON: Stacy West

TITLE: Administrative Assistant

PHONE: 302 732 3777 EMAIL: dagsborotownclerk@mediacom.net

TOTAL FUNDING REQUEST: \$31,663.30

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? \$5,000.00

If you are asking for funding for building or building improvements, do you own the building in which the funding will be used for? N/A 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 type="checkbox"/> Cultural |
| <input checked="" 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 type="checkbox"/> Other _____ | |

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.

Funds are needed to assist in replacing non-functioning water meter registers that have reached their lifespan. These registers are radio read and we have not been able to read these non-functioning registers for close to one (1) year now. This has resulted in a very fine consuming and inaccurate income as we must manually read the registers. We only have one (1) part time maintenance person reading all of the failing registers. Funding for this project will allow us to purchase all of the needed registers and replace them throughout the town limits giving the town personnel and water customers an accurate reading and accurate bill each month. This will assist with a budget deficit that has taken place over this past year.

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	- 0 -
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)	
Quote (see attached)	-31,663.30
TOTAL EXPENDITURES	\$ 0.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	\$ 0.00

SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the Town of Dagsboro 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.**

Stacy West
Applicant/Authorized Official Signature

6-17-2020
Date

Cynthia Braxton
Witness Signature

6-17-2020
Date

Completed application can be submitted by:

Email: gjennings@sussexcountyde.gov

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



117 Prospect Street
 Reading, PA 19606
 Phone: 610-779-4230
 Fax: 610-779-0981

QUOTE

Quote Date	Expires	Authorization	Salesperson	Cust #	Terms
5/18/20		STACY WEST	Ian Moore - DE	40115	Net 30 Days
Quote #	P.O. Number	Quoted By	Ship Via	Ppd/Col	Shipped From
01/672102	PRORATE REGISTER	SHAWN LEDDY	CHOOSE ONE		Reading, PA

Sold To **STACY WEST**
DAGSBORO
33134 MAIN ST
DAGSBORO DE 19939

Ship To **DAGSBORO**
33134 MAIN ST
DAGSBORO DE 19939

Phone/Fax 302-732-3777 / 302-732-3907

Job Info **PRORATE REGISTERS ONLY**

Quantity	Our Stock #/Description/Your Part #	Unit Price	UM	Extended Price
	***** FOLLOWING ITEMS CAN BE EXCHANGED UNDER FULL WARRANTY*(SEE NOTE) *****			
32	MM-REGUSG3G-2WARR 3G REG USG BLMJ 5/8" OLD STYLE WITH NEW STYLE HOUSING AND PIN 209-221-09 REG HSG 266-027-09 STOPPER PIN 258-242-49 SHROUD		EA	
65	MM-REGUSG3G-2NSWARR 3G REG USG BLMJ 5/8" NEW STYLE WITH NEW STYLE HOUSING AND PIN 209-221-09 REG HSG 266-027-09 STOPPER PIN 258-242-49 SHROUD		EA	
1	MM-REGUSG3G-4WARR 3G REG USG BLMJ 1" WITH NEW STYLE HOUSING AND PIN 209-221-09 REG HSG 266-027-09 STOPPER PIN 258-242-49 SHROUD		EA	
5	MFA3GG-23-REG FLEXIBLE AXIS METER 3G GAL RF REG		EA	
4	MMINT3GLCDM INTERPRETER 3G LCD MM 2 P MAG		EA	

Locations in:
 Reading 610-779-4230
 Manheim 717-898-2467
 Williamsport 570-329-2100
 York 717-792-0611
 Nazareth 610-759-7301
 Skippack 610-584-5431

SubTotal	
Freight	
Sales Tax	
Quote Total	**Continued**

Note: PVC pipe and copper tubing prices subject to change based on order and ship date. Prices good for 30 days except as noted. Applicable sales tax will apply. This quote is valid for customers who have an account in good standing with Exeter Supply Co., Inc.

Orders charged to a credit card are subject to a 4% credit card processing fee. Exeter Supply Co., Inc. is not responsible for quantities or types of materials quoted. It is the responsibility of the customer to check local specifications for each job. We appreciate your business!



117 Prospect Street
 Reading, PA 19606
 Phone: 610-779-4230
 Fax: 610-779-0981

QUOTE

Quote Date	Expires	Authorization	Salesperson	Cust #	Terms
5/18/20		STACY WEST	Ian Moore - DE	40115	Net 30 Days
Quote #	P.O. Number	Quoted By	Ship Via	Ppd/Col	Shipped From
01/672102	PRORATE REGISTER	SHAWN LEDDY	CHOOSE ONE		Reading, PA

Sold To **STACY WEST**
DAGSBORO
33134 MAIN ST
DAGSBORO DE 19939

Ship To **DAGSBORO**
33134 MAIN ST
DAGSBORO DE 19939

Phone/Fax **302-732-3777 / 302-732-3907**

Job Info **PRORATE REGISTERS ONLY**

Quantity	Our Stock #/Description/Your Part #	Unit Price	UM	Extended Price
1	MM-UDE UNIVERSAL XTR FOR ENCODER REG EID: _____ *NOTE: ABOVE ITEMS CAN ONLY BE EXCHANGED UNDER FULL WARRANTY IF THE RETURN PRODUCT IS NON-FUNCTIONING AND THE CORRECT EID OF A COVERED REGISTER. SEE ATTACHED LISTS FOR EID/WARRANTY STATUS.		EA	

Locations in: Reading 610-779-4230 Manheim 717-898-2467 Williamsport 570-329-2100 York 717-792-0611 Nazareth 610-759-7301 Skippack 610-584-5431	SubTotal	
	Freight	
	Sales Tax	
	Quote Total	**Continued**

Note: PVC pipe and copper tubing prices subject to change based on order and ship date. Prices good for 30 days except as noted. Applicable sales tax will apply. This quote is valid for customers who have an account in good standing with Exeter Supply Co., Inc.

Orders charged to a credit card are subject to a 4% credit card processing fee. Exeter Supply Co., Inc. is not responsible for quantities or types of materials quoted. It is the responsibility of the customer to check local specifications for each job. We appreciate your business!



117 Prospect Street
 Reading, PA 19606
 Phone: 610-779-4230
 Fax: 610-779-0981

QUOTE

Quote Date	Expires	Authorization	Salesperson	Cust #	Terms
5/18/20		STACY WEST	Ian Moore - DE	40115	Net 30 Days
Quote #	P.O. Number	Quoted By	Ship Via	Ppd/Col	Shipped From
01/672102	PRORATE REGISTER	SHAWN LEDDY	CHOOSE ONE		Reading, PA

Sold To **STACY WEST**
DAGSBORO
33134 MAIN ST
DAGSBORO DE 19939

Ship To **DAGSBORO**
33134 MAIN ST
DAGSBORO DE 19939

Phone/Fax 302-732-3777 / 302-732-3907

Job Info **PRORATE REGISTERS ONLY**

Quantity	Our Stock #/Description/Your Part #	Unit Price	UM	Extended Price
	***** FOLLOWING ITEMS ARE ELIGIBLE FOR PRORATED EXCHANGE *(SEE NOTE) *****			
210	*MM-REGUSG3G-2PRO 3G REG USG BLMJ 5/8" OLD STYLE	119.00	EA	24,990.00
4	*MM-REGUSG3G-4PRO 3G REG USG BLMJ 1"	131.40	EA	525.60
11	*MM-REGUSG3G-7PRO 3G REG USG MJ 2"	145.90	EA	1,604.90
34	*MFA3GG-23REGPRO FLEXIBLE AXIS METER 3G REG	119.00	EA	4,046.00
4	*MMINT3GLCDKITPRO INTERPRETER 3G LCD W/KIT	124.20	EA	496.80
	*NOTE: ABOVE ITEMS CAN ONLY BE EXCHANGED WITH PRORATED PRICING IF THE RETURN PRODUCT IS THE CORRECT EID OF A PRORATE ELIGIBLE REGISTER. SEE ATTACHED LISTS FOR EID/WARRANTY STATUS.			
Products that have an (*) at the beginning of the "Stock Number" are non-stock products and therefore not returnable. Due to possible revisions, addendums, site conditions, etc. this take off is for our pricing only. The customer is to verify product, quantities and specifications.				

Locations in:
 Reading 610-779-4230
 Manheim 717-898-2467
 Williamsport 570-329-2100
 York 717-792-0611
 Nazareth 610-759-7301
 Skippack 610-584-5431

SubTotal	31,663.30
Freight	
Sales Tax	
Quote Total	31,663.30

Note: PVC pipe and copper tubing prices subject to change based on order and ship date. Prices good for 30 days except as noted. Applicable sales tax will apply. This quote is valid for customers who have an account in good standing with Exeter Supply Co., Inc.

Orders charged to a credit card are subject to a 4% credit card processing fee. Exeter Supply Co., Inc. is not responsible for quantities or types of materials quoted. It is the responsibility of the customer to check local specifications for each job. We appreciate your business!

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.

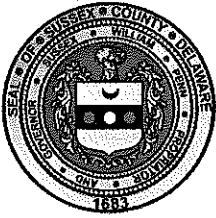
Stacy West
Applicant/Authorized Official Signature

6-17-2020
Title

Cynthia Braught
Witness Signature

6-17-2020
Date

Rieley
6/18/2020



SUSSEX COUNTY GOVERNMENT

GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: Delaware Seashore Preservation Foundation
PROJECT NAME: Fire Control Tower #3 Restoration Project
FEDERAL TAX ID: 51-0372783 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 Delaware Seashore Preservation Foundation is to preserve, protect and enhance historical sites in the Delaware Seashore State Parks, in partnership with the Delaware Division of Parks and Recreation.

ADDRESS: P.O. Box 981
Ocean View DE 19970
(CITY) (STATE) (ZIP)

CONTACT PERSON: Judy Henninger
TITLE: Board Treasurer
PHONE: (302) 227-0478 EMAIL: hpci@aol.com

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? _____

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? 58

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 type="checkbox"/> Other _____ | |

BENEFICIARY NUMBER

Approximately the total number of Sussex County Beneficiaries served annually by this program:
10,000

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 Delaware Seashore Preservation Foundation is a non-profit Friends organization that was founded in 1996. Our mission is to preserve, protect and enhance historical sites, in partnership with the Delaware Division of Parks and Recreation. The DSPF has successfully raised funds to renovate the Indian River Life Saving Station (IRLSS) which helped in rescue efforts of sailors and cargo from shipwrecks during World War II; the IRLSS, located in the Delaware Seashore State Park just south of Dewey Beach, is now a successful attraction for residents and visitors to the Southern Delaware coastal resorts.

The purpose of the DSPF's next project is to restore Fire Control Tower #3, one of the structures used during the war as a first line of defense in the event of foreign invasion. Upon its completion, Tower #3, located on the beach nearby to the IRLSS, will serve as a place for residents and visitors to view a piece of history and honor those who have honorably served in our armed forces.

DSPF has raised enough money to secure the Tower and we have moved on to Phases 3 and 4 of the restoration project. Our original schedule was to complete exterior repairs, complete the design, site work, windows and a new door by late spring in 2020. All of these repairs have been completed. However, in order to finish these renovations, it was necessary to dismantle the beautiful, exterior blue lighting system that had illuminated Fire Control Tower #3 nightly since 2018, which had proved to be an enjoyable attraction for residents and visitors passing by on Route 1.

During the completion of the spring 2020 renovations, the DSPF incurred additional, unexpected expenses that have forced us to eat into our project budget in order to have funds to re-light the Tower for the summer of 2020. We are hoping to do so as soon as possible, so that the Tower will remain visible to visitors and residents all as we move toward the last two phases of the restoration project. In order to complete the re-lighting, the DSPF is asking the Sussex County Council to consider a contribution of \$2,000 toward the budget of \$3,449, so that we can use existing funds to help complete the restoration more quickly.

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	1,449.00
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)	
Equipment Purchase	-\$ 1,899.00
Installation Supervision	-\$ 400.00
Installation Contractors	-\$ 1,150.00
TOTAL EXPENDITURES	-\$ 3,449.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	-\$ 2,000.00

SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the Delaware Seashore Preservation 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.**

Larry Brown

Applicant/Authorized Official Signature

6/1/20

Date

Ernie Felici

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**

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.

Larry Brown
Applicant/Authorized Official Signature

Ernie Felici
Witness Signature

Board Chairman
Title
6/1/20
Date

*Hudson
6/23/20*



SUSSEX COUNTY GOVERNMENT

GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: Town of Bridgeville

PROJECT NAME: Bridgeville Park/Playground

FEDERAL TAX ID: 51-6000028 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: Municipal organization serving over 2,000 residents of the Town of Bridgeville.

ADDRESS: 101 N. Main Street

Bridgeville DE 19933
(CITY) (STATE) (ZIP)

CONTACT PERSON: Bethany DeBussy

TITLE: Town Manager

PHONE: 302-337-7135 EMAIL: bdebussy@townofbridgevillede.us

TOTAL FUNDING REQUEST: \$3,000

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? 0

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? 3%

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 checked="" type="checkbox"/> Other <u>PLAYGROUND/PARK AREA</u> | <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>PUBLIC SPACE OPEN TO ALL</u> | |

BENEFICIARY NUMBER

Approximately the total number of Sussex County Beneficiaries served annually by this program:
APPROX. 2,300

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 Town of Bridgeville is beginning a "seed fund" to demolish a vacant and dilapidated eyesore of a recently acquired building located adjacent to Town Hall (the O'Leary Building) and create a future public use area. This property, which already has street access and parking, is intended to be used for a future park/open area for residents and visitors alike. There is even room along this lot to hold town events. (Open-air concerts, fairs, etc.) Ideas discussed initially include playground equipment, benches, and even a fountain. Once funding is made available, we will be able to create plans for future presentations. This piece of property is located on a main street of town and is nestled between Town Hall and the newly constructed Police Station - making the safety and availability ideal for public and family use. There are currently no existing public playground spaces within the Town of Bridgeville.

We will be seeking additional grant funding from other sources as they become available for equipment and construction. Bridgeville Commission President Tom Carey has held some preliminary discussions with Sussex County Council President Michael Vincent regarding the project, and we were made aware of available funding from the current fiscal year, which is what has generated this particular ask amount.

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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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	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)	
Estimate Demolition of existing building	-\$ 10,000.00
Estimate Engineering/Design	-\$ 5,000.00
Estimate Playground Equipment and Construction	-\$ 100,000.00
*Please note amounts are estimates only at this point	
TOTAL EXPENDITURES	-\$ 115,000.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	-\$ 115,000.00

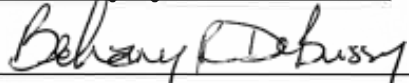
SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the Town of Bridgeville 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

6/19/2020

Date



Witness Signature

6/19/2020

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

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

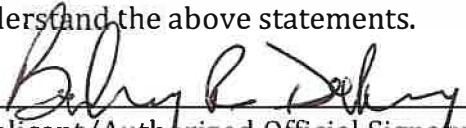
For non-religious organizations, all accounting records and supporting documentation shall be available for inspection by Sussex County within thirty (30) days after the organization's expenditure of the awarded funding, or within one year after the receipt of the awarded funds, whichever first occurs.

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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.


Applicant/Authorized Official Signature


Witness Signature

Town Manager

Title
6/19/2020

Date

Vincent
6/21/20



SUSSEX COUNTY GOVERNMENT

GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: The Town of Laurel

PROJECT NAME: Band Stand Renovations

FEDERAL TAX ID: 51-6000168 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 town's mission is to bring our community together and be more diversified community.

ADDRESS: 201 Mechanic Street

Laurel De 19956
(CITY) (STATE) (ZIP)

CONTACT PERSON: Jamie Smith

TITLE: Town Manager

PHONE: 3028752277 EMAIL: laureltm@comcast.net

TOTAL FUNDING REQUEST: \$2,000.00

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? _____

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? 50%

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 checked="" type="checkbox"/> Other <u>Community</u> | <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>Community</u> | |

BENEFICIARY NUMBER

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

4,000

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 town has a beautiful park in the center of town that has a bandstand located there. This park has been used by many organizations and members of the community over the years for outdoor events for the public and community. The bandstand is used by many of these groups for services, testimonies, singing, concerts, etc. The bandstand is in need of repair and any assistance that can be given is greatly appreciated.

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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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)	
\$4,000	-\$ 4,000.00
TOTAL EXPENDITURES	-\$ 4,000.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	-\$ 4,000.00

SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the Town of Laurel 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.
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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.**



Applicant/Authorized Official Signature



Witness Signature

6-22-20
Date

6-22-20
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 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



Title



Witness Signature

6-22-20

Date

Vincent
6/22/20



SUSSEX COUNTY GOVERNMENT

GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: Lewes-Rehoboth Canal Improvement Association (LRCIA)

PROJECT NAME: Grove Park Dock/Canal Access

FEDERAL TAX ID: 90-0605853 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 to improve the appearance and functionality of the Lewes -- Rehoboth Canal corridor in order to better serve residents and visitors to the Cape region of Delaware.

ADDRESS: P.O. Box 341

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

CONTACT PERSON: Mark Carter

TITLE: Board Member/Treasurer

PHONE: (302)249-8834 EMAIL: lewesrehocanalimprovement@gmail.com

TOTAL FUNDING REQUEST: \$5,000.00

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? _____

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? Less than 1%

SECTION 2: PROGRAM DESCRIPTION

PROGRAM CATEGORY (choose all that apply)

- Fair Housing
 Infrastructure¹
 Health and Human Services
 Other Economic Development, Environment
 Cultural
 Educational

BENEFICIARY CATEGORY

- Disability & Special Needs
 Elderly Persons
 Minority
 Victims of Domestic Violence
 Low to Moderate Income²
 Other Environment, Tourism, Local Economy
 Homeless
 Youth

BENEFICIARY NUMBER

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

All Sussex County Residents

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.

Background:

The Lewes-Rehoboth Canal Improvement Association (LRCIA) was established in 2011 with a mission to improve the appearance and functionality of the Lewes-Rehoboth Canal corridor in order to best serve residents and visitors to the Cape Region.

The LRCIA is a 501(c)3 nonprofit organization with no paid staff composed of a Board of Directors drawn from a wide array of organizations active in promoting the communities of Lewes, Rehoboth Beach and other Sussex County communities.

Purposes & Activities:

A major purpose of the LRCIA is to explore the construction of a dock on the canal at Rehoboth Beach adjoining Grove Park. One very important part of our mission is to pave the way for green, public transportation along the Canal corridor via a water tax (s). The Public Dock will provide safe access to the canal for all and is designed to be ADA compliant.

The public launch and landing areas for kayaks, paddleboards and canoes will promote outdoor recreation and physical fitness. Furthermore, the dock's location connects to other multi-modal alternative transportation options such as the Junction and Breakwater trail that connects Lewes and Rehoboth (and soon will continue to Georgetown) for cyclists, walkers and runners and fixed route bus services from DART and the Jolly Trolley.

Current Project Status and Request:

The total project cost is \$1,354,306.00. The LRCIA has raised over \$400,000.00 for the project via citizen and corporate contributions. The LRCIA has also worked as a non-profit partner with the City of Rehoboth Beach to be also raise funds from a DNREC ORPT Grant, Community Transportation Funds, Transportation Alternatives Program, Bond Bill, and Community Environmental Project Funds. These funds collectively equate to over \$700,000.00. The city of Rehoboth Beach has also budgeted funds towards the project in the amount of \$280,000.00 (this amount includes a \$100K contingency amount).

The project is underway, and the LRCIA is in the final stretch of fundraising to continue our due diligence to help defray total costs. We are actively applying for grants from various corporate foundations as well as seeking contributions from the community.

We appreciate the opportunity to seek support from the county, and we respectfully request a grant in the amount of \$5,000.00.

Thank you for your consideration and for your service to our communities in Sussex County.

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	1,315,000.00
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)	
Professional Service (project management)	-\$ 79,200.00
Construction Costs	-\$ 1,269,176.00
TOTAL EXPENDITURES	-\$ 1,348,376.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	-\$ 33,376.00


SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the Lewes-Rehoboth Canal Improvement Association 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

10/20/20

Date



Witness Signature

10/20/20

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

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

Lewes-Rehoboth Canal Improvement, Board member

Title



Witness Signature

6/21/20

Date

Hudson
6/22/20



SUSSEX COUNTY GOVERNMENT
GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: Southern Delaware Therapeutic and Recreational Horseback Riding, Inc.
PROJECT NAME: Construction of Multi-Purpose Room at Therapeutic Riding Center
FEDERAL TAX ID: 52-2047294 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 to improve the physical and emotional well-being of children and adults living with disabilities through equine assisted therapy in a supportive environment for riders and families.

ADDRESS: (mailing address)
P.O. Box 219
Nassau DE 19969
(CITY) (STATE) (ZIP)

CONTACT PERSON: Scott D. Swingle
TITLE: President, Southern Delaware Therapeutic Riding
PHONE: EMAIL:

TOTAL FUNDING REQUEST: \$12,500

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? \$2,150

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 checked="" 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 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 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:

75

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.

Southern Delaware Therapeutic and Recreational Horseback Riding, Inc. is a Delaware corporation doing business as Southern Delaware Therapeutic Riding or SDTR. It has served Sussex County families since 1988.

SDTR badly needs a multi-purpose room at its therapeutic riding center located at 17170 Harbeson Road, Milton, to serve the participants and volunteers of this growing charitable program. No other conditioned space on the farm is large enough to accommodate a meeting of more than 10-12 people. For example, it will accommodate all the prospective volunteers who attend monthly open house events. These events include a talk by one of the officers, a slide presentation about the program, and discussion of the wide variety of volunteer opportunities it offers. Volunteer recruitment and training are critical to the success of SDTR. Volunteers contributed over 8700 hours of work to the program in 2019, valued at over \$222,000 at the average rate for non-profit volunteers workers calculated by Independent Sector.

At present the barn office is used (under 9' x 18') and some attendees must stand through the whole presentation. Other meetings and events will be held in the new space as well, including meetings with prospective participants and their families, board meetings (the members cannot all fit around the table in the office) and meetings with potential funders and supporters.

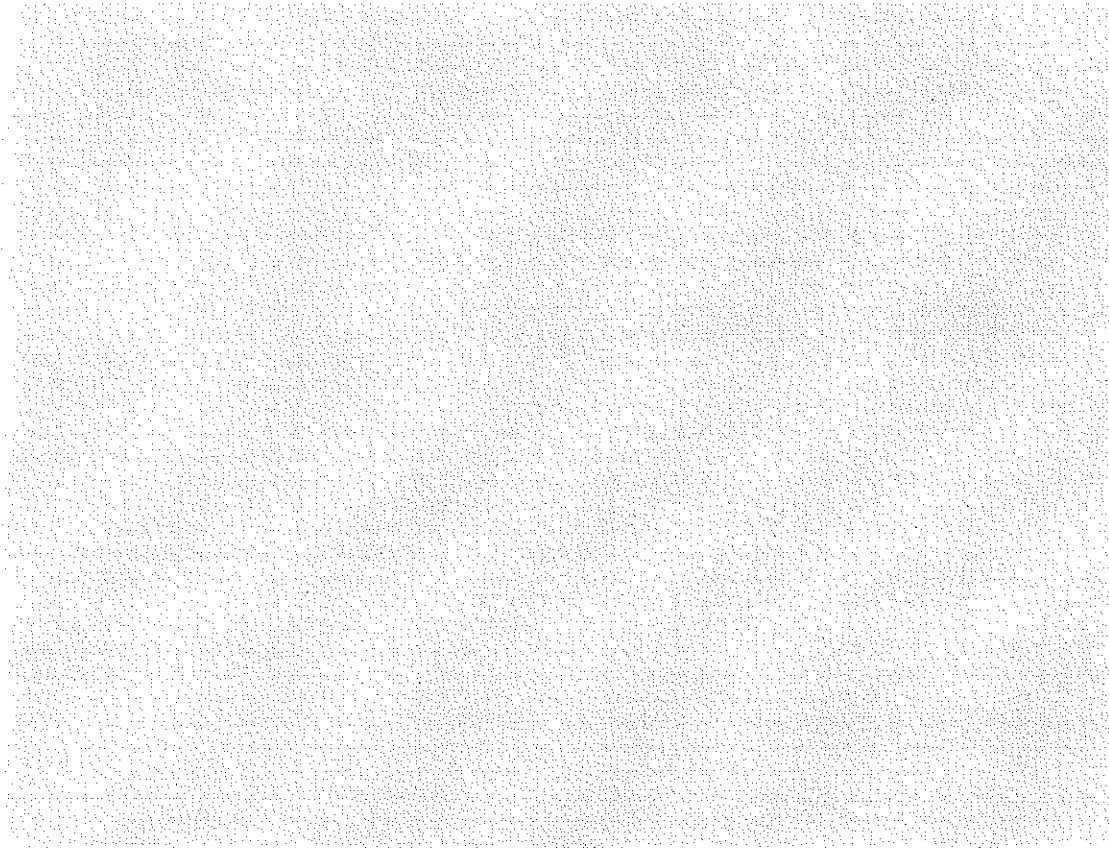
Costs for the multi-purpose room total \$27,385 due to several cost-saving factors, including use of volunteer labor, discounts received on materials, and conversion of an existing building (an equipment garage adjoining the barn office).

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	8,000.00
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)	
Drywall installation	-\$ 1,385.00
Flooring - Multi-purpose room/office/volunteer (20% discount)	-\$ 5,000.00
Multi -purpose room/office/volunteer room HVAC	-\$ 5,700.00
Multi-purpose room insulation (material only, volunteer labor)	-\$ 1,500.00
Multi-purpose room ceiling (material only, volunteer labor)	-\$ 4,000.00
General contractor support - multi-purpose room	-\$ 3,000.00
Multi-purpose room electrical work	-\$ 6,800.00
TOTAL EXPENDITURES	-\$ 27,385.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	-\$ 19,385.00

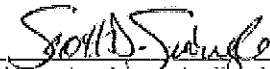
SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the Southern Delaware Therapeutic Riding 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

4/24/2020
Date


Witness Signature

4/24/2020
Date

Completed application can be submitted by:

Email: gjennings@sussexcountype.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.

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

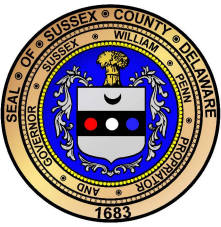
President, SDTR

Title

4/24/2020

Date

*Burton
6/23/20*



SUSSEX COUNTY GOVERNMENT

GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME:

PROJECT NAME:

FEDERAL TAX ID:

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:

ADDRESS:

(CITY)

(STATE)

(ZIP)

CONTACT PERSON:

TITLE:

PHONE:

EMAIL:

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?

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:

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.

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)	
TOTAL EXPENDITURES	
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	

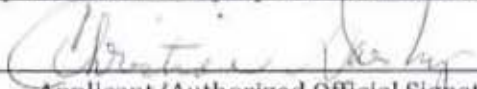
SECTION 5: STATEMENT OF ASSURANCES

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

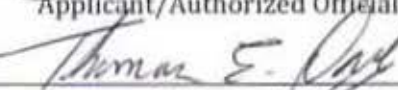
- 1) For non-religious organizations, all expenditures must have adequate documentation and must be expended within one (1) year of receipt of award funds. The funding awarded to the organization must be used in substantial conformity with the anticipated expenditures set forth in the submitted application. 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)

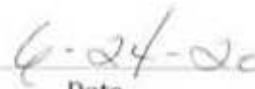
- 4) All information and statements in this application are accurate and complete to the best of my information and belief.
- 5) All funding will benefit only Sussex County residents.
- 6) All documents submitted by the applicant are defined as public documents and available for review under the Freedom 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.**



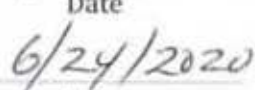
Applicant/Authorized Official Signature



Witness Signature



Date



Date

Completed application can be submitted by:

Email: gjennings@sussexcountyde.gov

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

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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.

[Signature]
Applicant/Authorized Official Signature

[Signature]
Title

[Signature]
Witness Signature

6/24/2020
Date

Vincent
Rev. 02/2019
6/24/20

To Be Introduced 06/30/20

Council District 4 - Hudson

Tax I.D. No. 134-8.00-17.01

911 Address: 30261 Sprogell Lane., Dagsboro

ORDINANCE NO. ____

AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A MR-RPC MEDIUM DENSITY RESIDENTIAL DISTRICT RESIDENTIAL PLANNED COMMUNITY FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 5.0 ACRES, MORE OR LESS

WHEREAS, on the 28th day of February 2020, a zoning application, denominated Change of Zone No. 1921 was filed on behalf of Stephen M. Sprogell; 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 Change of Zone No. 1921 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 has determined, based on the findings of facts, that said change of zone 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,

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article II, Subsection 115-7, Code of Sussex County, be amended by deleting from the Comprehensive Zoning Map of Sussex County the zoning classification of [AR-1 Agricultural Residential District] and adding in lieu thereof the designation MR-RPC Medium Density Residential District Residential Planned Community 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 Baltimore Hundred, Sussex County, Delaware, and lying on the south side of Sprogell Lane. approximately 873 ft. east of the intersection of Whites Neck Rd. and Sprogell Lane., and being more particularly described in the attached legal description prepared by Morris & Ritchie Associates, Inc., said parcel containing 5.0 ac., 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 06/30/20

**Council District 3 - Burton
Tax I.D. No. 135-16.00-43.09
911 Address 25479 Hollis Rd, Harbeson**

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A LANDSCAPING AND LAWN MAINTENANCE BUSINESS ON A CERTAIN PARCEL OF LAND LYING AND BEING IN GEORGETOWN HUNDRED, SUSSEX COUNTY, CONTAINING 5.678 ACRES, MORE OR LESS

WHEREAS, on the 10th day of March 2020, a conditional use application, denominated Conditional Use No. 2229 was filed on behalf of D.R.'s Lawn Maintenance, 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. 2229 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. 2229 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 Hollis Rd (S.C.R. 295) approximately 0.38 mile east of the intersection of Gravel Hill Rd. (Rt 30) and Hollis Rd (S.C.R. 295) and being more particularly described in the attached legal description prepared by The Smith Firm, LLC, said parcel containing 5.678 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 06/30/20

**Council District 2 - Wilson
Tax I.D. No. 231-13.00-190.00
911 Address: 24516 German Road, Seaford**

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 (AGRICULTURAL RESIDENTIAL DISTRICT) FOR A LANDSCAPING BUSINESS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN NANTICOKE HUNDRED, SUSSEX COUNTY, CONTAINING 5.00 ACRES, MORE OR LESS

WHEREAS, on the 6th day of June 2020, a conditional use application, denominated Conditional Use No. 2233 was filed on behalf of Brothers Landscaping, 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. 2233 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. 2233 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 Nanticoke Hundred, Sussex County, Delaware, and lying on the north side of German Rd, approximately 1.58 miles east of Concord Pond Rd and being more particularly described in the attached legal description, said parcel containing 5.00 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 06/30/20

**Council District 4 - Hudson
Tax I.D. No. 234-28.00-67.00
911 Address: 28984 Cordrey Rd, Millsboro**

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A FIBERGLASS SWIMMING POOL AND SPA DISPLAY AND LANDSCAPING BUSINESS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 2.70 ACRES, MORE OR LESS

WHEREAS, on the 18th day of June 2020, a conditional use application, denominated Conditional Use No. 2234 was filed on behalf of James Jones; 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. 2234 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. 2234 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 Indian River Hundred, Sussex County, Delaware, and lying on the south side of Cordrey Rd (S.C.R. 308), approximately 0.12 miles east of William Street Rd (S.C.R. 309) and being more particularly described in the attached legal description prepared by The Lawson Firm, LLC, said parcel containing 2.70 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.

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Sussex County

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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: Jamie Whitehouse, AICP, Director of Planning & Zoning

CC: Everett Moore, County Attorney

Date: June 26, 2020

RE: County Council Report for CZ 1914 Ronald E. and M. Candice Gray

The Planning and Zoning Department received an application (CZ 1914 Ronald E. and M. Candice Gray) for a Change of Zone of parcel 134-15.00-20.06 from Agricultural Residential (AR-1) Zoning District to Business Community District (B-2) Zoning District to be located on the northwest side of Roxana Rd. (Rt. 17), south of Powell Farm Rd. Frankford, Delaware. The size of the property is 10.0636 acres +/-.

The Planning and Zoning Commission held a public hearing on May 28, 2020. At the meeting of June 11, 2020, the Commission recommended approval of the application for the 8 reasons outlined within the motion (included below).

Below are the approved minutes from the Planning & Zoning Commission meetings of May 28, 2020 and June 11, 2020.

C/Z 1914 – Ronald E. & M. Candice Gray

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 BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 10.06 ACRES, MORE OR LESS. The property is lying on the northwest side of Roxana Road, approximately 0.61 mile southwest of Peppers Corner Road. (Rt. 17). 911 Address: Not Available. Tax Parcel: 134-15.00-20.06



COUNTY ADMINISTRATIVE OFFICES
2 THE CIRCLE | PO BOX 417
GEORGETOWN, DELAWARE

Mr. Whitehouse advised the Commission that submitted into the record were an exhibit book, a site plan, comments from the Sussex County Engineering Department Utility Planning Division, comments from the PLUS review from the State Planning Coordination Office and the DelDOT service level evaluation letter. Also, submitted into the record are one letter of opposition and one letter of support.

That the Commission found that Mr. John Sergovic, Esquire was present by teleconference on behalf of the applicants Ronald E. Gray and M. Candice Gray; that the rezoning sought is from AR-1 district to B-2 district; that the proposed use is for a 94,800 sf of self-storage consisting of 703 units in 40 buildings and 13,000 sf of office space after central sewer becomes available; that also present on behalf of the application is Mr. Tim Metzner, Architect with Davis, Bowen & Friedel and the Applicant, Mr. Ronald Gray; that the lands are in the Coastal Area and the Comprehensive Plan states that uses such as retail and office use are appropriate; that this location is not suitable for a large shopping center but would be appropriate for the proposed use as a self-storage facility; that the rezoning of this land is appropriate and compatible with the directions of the Comprehensive Plan; that there are compatible uses along Route 17, two churches, Hocker's Super Center, Beach Storage, Rob Ward's Commercial Storage, Bob's Marine Services; that Roxana Road is an arterial road and is compatible with commercial uses; DelDOT did not require a traffic study as the proposed use has a low traffic impact to the area; and that based on the presentation requests that the Commission recommends approval.

Mr. Metzner stated that the proposed use for the self-storage units is needed for this area as there are many subdivisions, churches and businesses nearby; that although this is a change of zone application and not a site plan review; that there is a conceptual site plan to show what is proposed by the owner; that there will be 40 storage buildings on the rear of the site which is the western portion of the property; that there will be two office buildings in front; that there will be an entrance from Route 17 to the site; that the closest central water and sewer service is approximately 4,250 ft. to the north along Route 17; that it is the owner's intention to delay construction on the office buildings until central water and sewer service is available for the site; and construction on the storage buildings could begin on the storage buildings following site plan approval by the County and other agencies.

Mr. Gray stated that he has another storage facility on Route 54; that this property was leased for agricultural property with minimal income; that he wishes to rezone the property for a self-storage facility; that the property is located near Millville by the Sea housing development and near the new Beebe Hospital facility; that the area continues to grow with retirement homes with limited storage; that an apartment complex has been approved near the Beebe Hospital location; that he is requesting rezoning so that even if it is several years before the property can be developed, the zoning will not expire as a conditional use permit would; that there is a need for storage units in the area; and that he reached out to the neighbors along route 17, there was one property owner who objected because of the growth in the area, this development serves the needs of this growth.

The Commission found that no one spoke in favor of or in opposition to the application.

At the conclusion of the Public Hearings, the Commission discussed Application C/Z 1914 – Ronald E. & M. Candice Gray. Motion by Ms. Wingate to defer action for further consideration, seconded by Ms. Stevenson, and carried unanimously. Motion carried 5-0.

The vote by roll call: Ms. Stevenson – yea, Ms. Wingate – yea, Mr. Mears – yea, Mr. Hopkins – yea, and Mr. Wheatley – yea.

Draft Minutes of the June 11, 2020 Planning & Zoning Commission Meeting

The Commission discussed this application which has been deferred since May 28, 2020.

Mr. Mears moved that the Commission recommend approval of C/Z 1914 for Ronald E. & M. Candice Gray for a Change in Zone from AR-1 (Agricultural Residential Zoning) to B-2 (Business Community Zoning) based upon the record made during the public hearing and for the following reasons:

1. B-2 Business Community Zoning is designed to allow office, retail shopping and personal service uses that serve a relatively small area, including low density and medium density neighborhoods.
2. The site is in the Coastal Area according to the current Sussex County Comprehensive Plan and it is surrounded by this classification on the north, south, east and west. B-2 zoning and the uses permitted in that District are appropriate in the Coastal Area according to the Plan.
3. The site is located along Route 17. This location is appropriate for B-2 zoning.
4. The rezoning will not adversely affect area roadways or traffic.
5. The rezoning will also not adversely affect nearby properties or property values.
6. The proposed rezoning meets the general purpose of the Zoning Code by promoting the orderly growth, convenience, order prosperity and welfare of the County.
7. No parties appeared in opposition to the application.
8. Any future use of the property will be subject to Site Plan review by the Sussex County Planning and Zoning Commission.

Motion by Mr. Mears, seconded by Ms. Stevenson, and carried to recommend approval for the reasons and conditions stated in the Motion. Motion carried 3-1.

The vote by roll call: Ms. Stevenson – nay, Mr. Mears – yea, Mr. Hopkins – yea, and Mr. Wheatley – yea.

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Sussex County
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Memorandum

To: Sussex County Planning Commission Members
From: Christin Headley, Planner I
CC: Vince Robertson, Assistant County Attorney and Applicant
Date: May 6, 2020
RE: Staff Analysis for CZ 1914 Ronald E. & M. Candace Gray

This memo is to provide background and analysis for the Planning Commission to consider as a part of application CZ 1914 to be reviewed during the May 28, 2020 Planning Commission Meeting. This analysis should be included in the record of this application and is subject to comments and information that may be presented during the public hearing.

The request is for a Change of Zone for parcel 134-15.00-20.06 from an Agricultural Residential District (AR-1) to a Business Community District (B-2). The parcel is located on the northwest side of Roxana Rd. (Rt. 17), south of Powell Farm Rd. Frankford, Delaware. The size of the property is 10.0636 acres +/-.

The 2018 Sussex County Comprehensive Plan Update (Comprehensive Plan) provides a framework of how land is to be developed. As part of the Comprehensive Plan a Future Land Use Map is included to help determine how land should be zoned to ensure responsible development. The Future Land Use map in the plan indicates that the property has the land use designation of "Coastal Area."

The areas to the north, south, east and west are also designated "Coastal Areas." "Coastal Areas" are areas that can accommodate development provided special environmental concerns are addressed. The "Coastal Area" also supports a range of housing types including single-family homes, townhomes, and multi-family units. Retail and office uses are appropriate but larger shopping centers and office parks should be confined to selected locations with access along arterial roads. Mixed-use development should also be allowed.

The Business Community (B-2) Zoning District is listed as an applicable zoning district for the Coastal Area under Table 4.5-2 "Zoning Districts Applicable to Future Land Use Categories" of the 2018 Sussex County Comprehensive Plan.

The property is zoned Agricultural Residential (AR-1) Zoning District. The adjacent properties to the north, south, east and west of the application site are also zoned Agricultural Residential (AR-1). Further north on Roxana Rd. (Rt. 17), the properties are located within the town limits of Millville. The adjacent property to the south is labeled as in an Agricultural Preservation District.

Since 2011, there have been no Change of Zone applications within the vicinity of the application site:

Based on the analysis of the land use, surrounding zoning and uses, a change of zone to allow for a property zoned Business Community (B-2) Zoning District could be considered as being consistent with the land use, area zoning and surrounding uses.



PLANNING & ZONING COMMISSION

ROBERT C. WHEATLEY, CHAIRMAN
KIM HOEY STEVENSON, VICE-CHAIRMAN
R. KELLER HOPKINS
J. BRUCE MEARS
HOLLY J. WINGATE



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JAMIE WHITEHOUSE, AICP, MRTPI
DIRECTOR

PLANNING AND ZONING AND COUNTY COUNCIL INFORMATION SHEET
Planning Commission Public Hearing Date May 28, 2020.

Application: (CZ 1914) Ronald E. & M. Candice Gray

Applicant: Ronald E. & M. Candice Gray
37176 Sunset Cove
Selbyville, DE 19975

Owner: Ronald E. & M. Candice Gray
37176 Sunset Cove
Selbyville, DE 19975

Site Location: Located on the northwest side of Roxana Rd. (Rt. 17).

Current Zoning: Agricultural Residential (AR-1)

Proposed Zoning: Business Community District (B-2)

Comprehensive Land Use Plan Reference: Coastal Area

Councilmatic District: Mr. Rieley

School District: Indian River School District

Fire District: Roxana Fire District

Sewer: Private, On-Site

Water: Private, On-Site

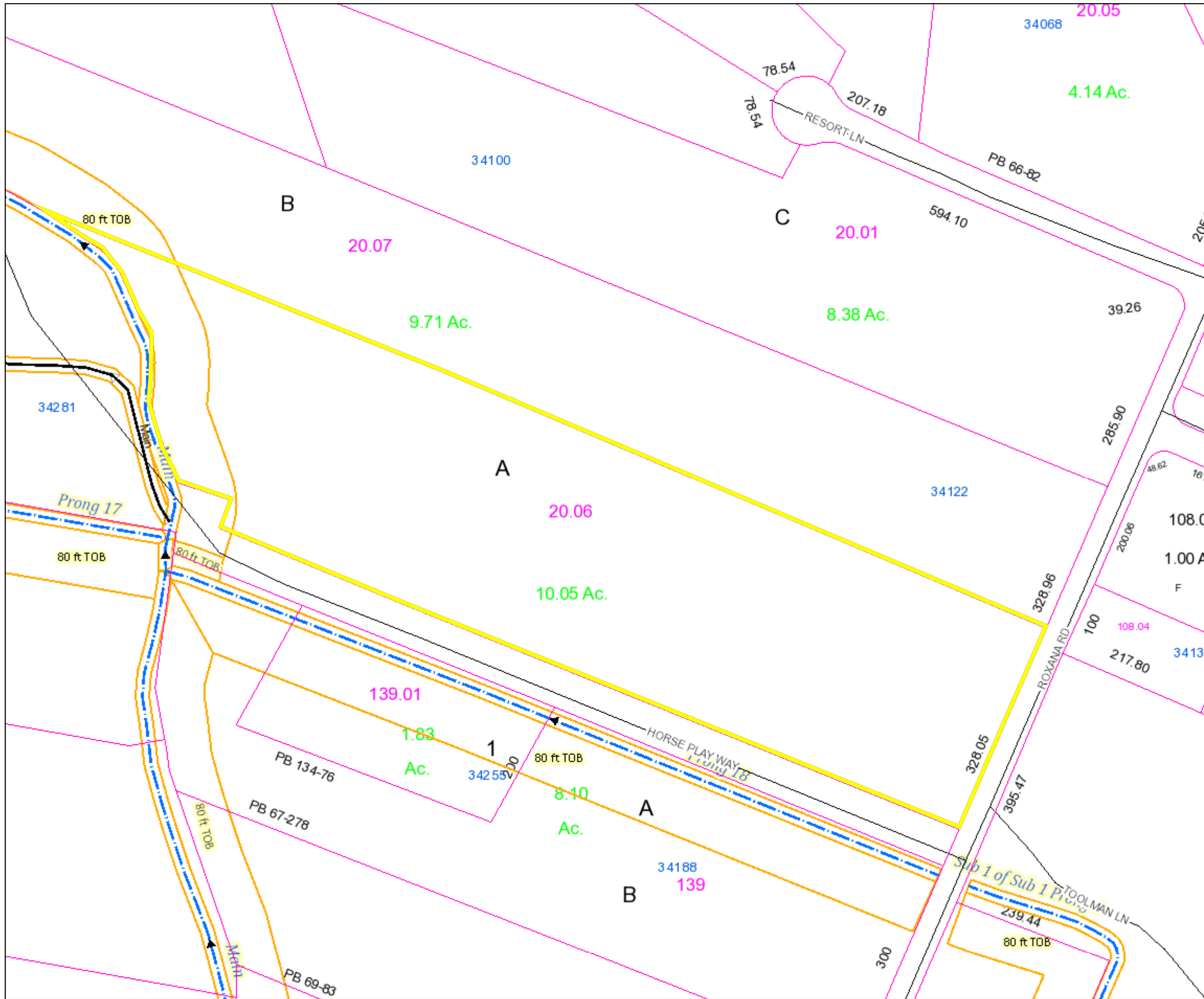
Site Area: 10.0636 acres +/-

Tax Map ID.: 134-15.00-20.06





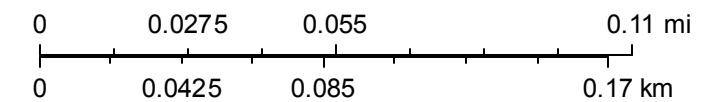
Sussex County



PIN:	134-15.00-20.06
Owner Name	GRAY RONALD E
Book	4863
Mailing Address	37176 SUNSET CV
City	SELBYVILLE
State	DE
Description	RD 17
Description 2	N/A
Description 3	N/A
Land Code	

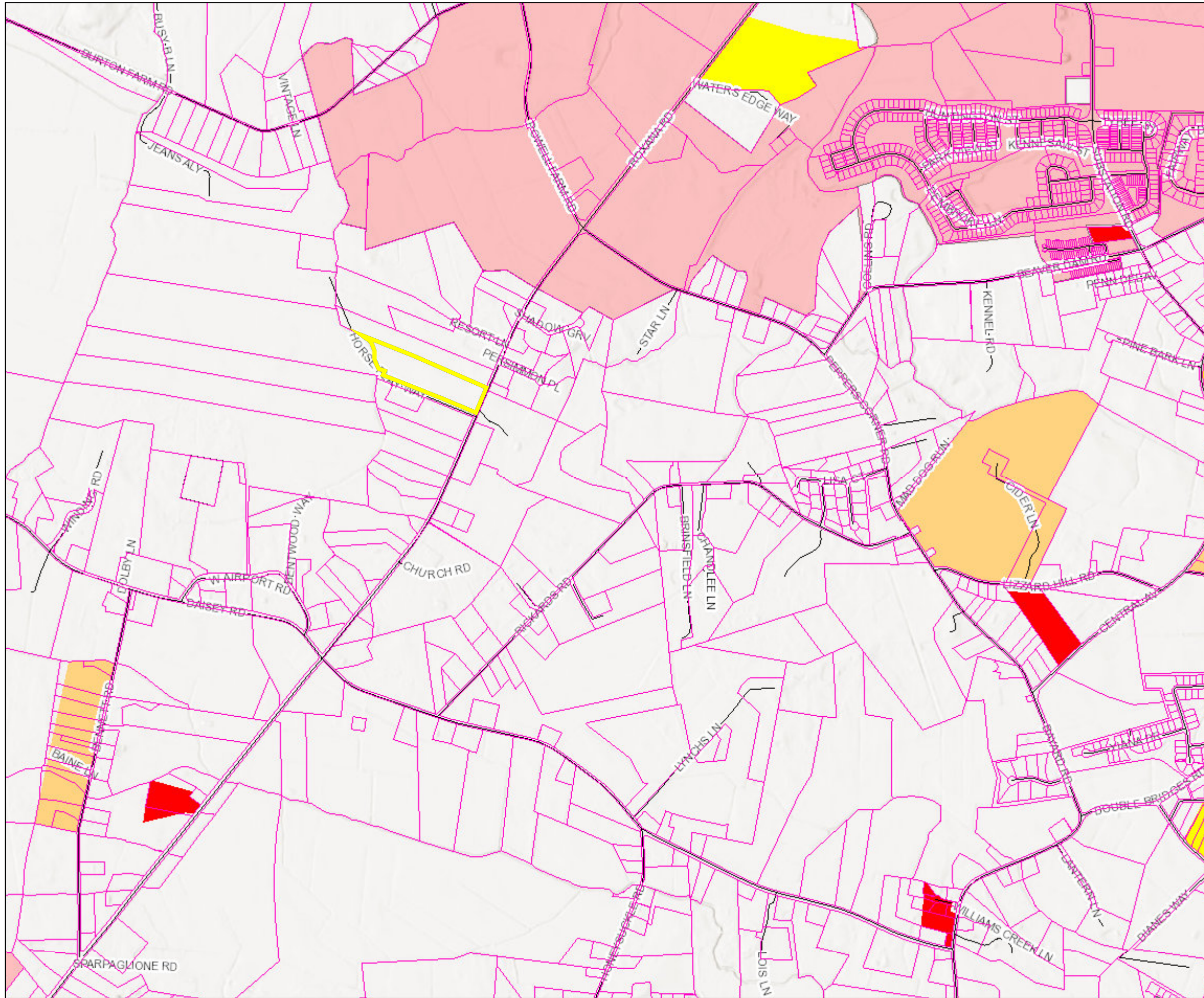
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| | 911 Address |
| | Streets |

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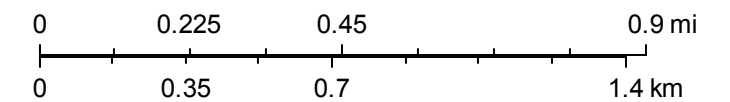
Sussex County



PIN:	134-15.00-20.06
Owner Name	GRAY RONALD E
Book	4863
Mailing Address	37176 SUNSET CV
City	SELBYVILLE
State	DE
Description	RD 17
Description 2	N/A
Description 3	N/A
Land Code	

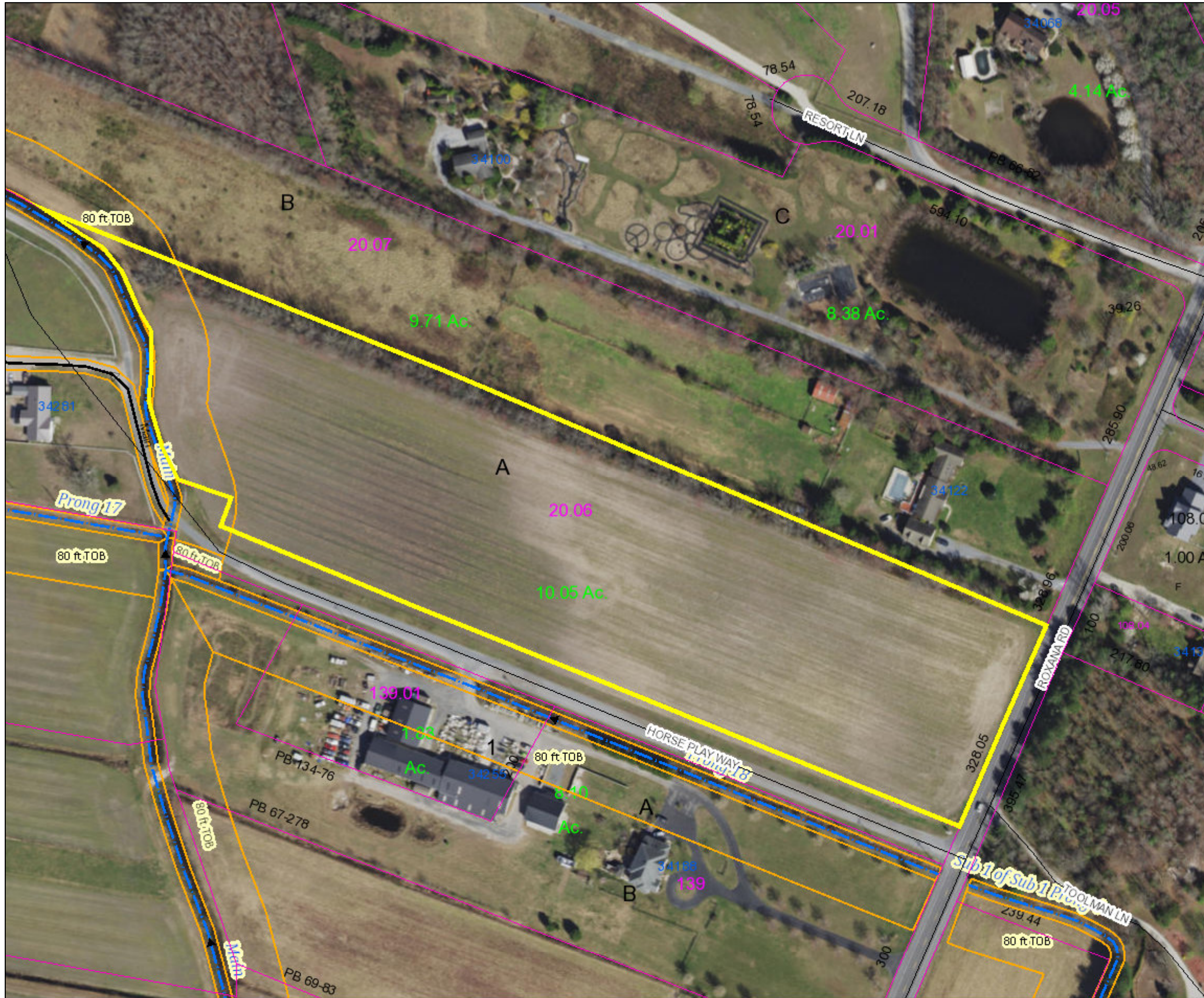
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- Tax Parcels
- Streets

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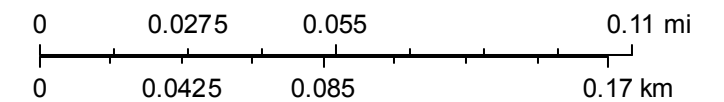
Sussex County



PIN:	134-15.00-20.06
Owner Name	GRAY RONALD E
Book	4863
Mailing Address	37176 SUNSET CV
City	SELBYVILLE
State	DE
Description	RD 17
Description 2	N/A
Description 3	N/A
Land Code	

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- polygonLayer**
- Override 1
- Tax Parcels
- 911 Address
- Streets

1:2,257



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Sussex County

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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: Jamie Whitehouse, AICP, Director of Planning & Zoning

CC: Everett Moore, County Attorney

Date: June 26, 2020

RE: County Council Report for CZ 1915 Fisher's Popcorn Fenwick, LLC

The Planning and Zoning Department received an application (CZ 1915 Fisher's Popcorn Fenwick, LLC) for a Change of Zone of parcel 533-11.00-78.04 (portion of) from Agricultural Residential (AR-1) Zoning District to Business Research (B-3) Zoning District to be on the north side of Zion Church Road (Rt. 20), approximately 318 feet southeast of Deer Run Road. The size of the property is 17.15 acres +/-.

The Planning and Zoning Commission held a public hearing on May 28, 2020. At the meeting of June 11, 2020, the Commission recommended approval of the application for the 9 reasons outlined within the motion (included below).

Below are the minutes from the Planning & Zoning Commission meetings of May 28, 2020 and June 11, 2020.

Approved Minutes of the May 28, 2020 Planning & Zoning Commission Meeting

C/Z 1915 – Fisher's Popcorn Fenwick, LLC

AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A B-3 BUSINESS RESEARCH DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 17.15 ACRES, MORE OR LESS. The property is lying on the north side of Zion Church Road (Rt. 20), approximately 318 feet southeast of Deer Run Road. 911 Address: Not Available. Tax Parcel 533-11.00-78.04 (Portion of)



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Mr. Whitehouse advised the Commission that submitted into the record were an exhibit book, a site plan, comments from the Sussex County Engineering Department Utility Planning Division, and the DelDOT service level evaluation letter. Also, submitted into the record are two letters of support.

That the Commission found that Mr. David Hutt, Esquire was present by teleconference on behalf of Fisher's Popcorn Fenwick, LLC, that also present are Mr. Russell Hall, Fisher's Popcorn Fenwick, LLC and Mr. Tom Ford, Land Design, Inc.; that the parcel is located between European Coachworks and Bayside Storage in the greater Roxana area; that the parcel is 17.15 acres but the rezoning request is for 3.25 acres of that parcel; that the split zoning request matches the zoning on the neighboring properties; that the letters of support are from the adjacent neighbors to the east and west; that the reason for the request for B-3 is to allow Fisher's Popcorn to have a place to manufacture, store and distribute their products; that this is a permitted use in the B-3 district; that the property is currently undeveloped; that there are no wetlands within the 3.25 acres; that public sewer is available and water would be provided by an onsite well; that the Comprehensive Plan identifies the property as being in the Coastal Area which is one of the Counties growth areas; that B-3 District is listed as being an appropriate district within the Coastal area as shown on the Future Land Use Map; that a Traffic Impact Study is not required by DelDOT the amount of traffic would be negligible; and that the Applicant requests that the Commission recommends approval to County Council.

The Commission found that no one spoke in favor of or in opposition to the application.

At the conclusion of the Public Hearings, the Commission discussed Application C/Z 1915 – Fisher's Popcorn Fenwick, LLC. Motion by Ms. Wingate to defer action for further consideration, seconded by Mr. Hopkins, and carried unanimously. Motion carried 5-0.

The vote by roll call: Ms. Stevenson – yea, Ms. Wingate – yea, Mr. Mears – yea, Mr. Hopkins – yea, and Mr. Wheatley – yea.

Draft Minutes of the June 11, 2020 Planning & Zoning Commission Meeting

The Commission discussed this application which has been deferred since May 28, 2020.

Ms. Wingate moved that the Commission recommend approval of C/Z 1915 for Fisher's Popcorn Fenwick, LLC for a Change in Zone from AR-1 (Agricultural Residential Zoning) to B-3 (Business Research District) based upon the record made during the public hearing and for the following reasons:

1. The B-3 Business Research District is designed to allow a range of business research and business park uses, including office and administrative uses. According to the Zoning Code, these uses are to occur entirely within enclosed buildings.
2. The site is in the Coastal Area according to the current Sussex County Comprehensive Plan and it is surrounded by this classification. B-3 uses are appropriate in the Coastal Area according to the Plan.
3. The site is located along Zion Church Road in an area where there is a mix of commercial zoning, small businesses and residential uses. The properties on either side are zoned C-1 and CR-1, and the property across the road is zoned C-1. This location is appropriate for B-3 zoning, which allows less-intensive uses than the existing C-1 and CR-1 zones nearby.

4. The rezoning will not adversely affect neighboring properties or property values.
5. The rezoning will not adversely affect area traffic or roadways.
6. The sanitary sewer service is available to the property from Sussex County.
7. The proposed rezoning meets the general purpose of the Zoning Code by promoting the orderly growth, convenience, order prosperity and welfare of the County.
8. No parties appeared in opposition to the application.
9. Any future use of the property will be subject to Site Plan review by the Sussex County Planning and Zoning Commission.

Motion by Ms. Wingate, seconded by Ms. Stevenson, and carried unanimously to recommend approval for the reasons and conditions stated in the Motion. Motion carried 5-0.

The vote by roll call: Ms. Stevenson – yea, Ms. Wingate – yea, Mr. Mears – yea, Mr. Hopkins – yea, and Mr. Wheatley – yea.

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Memorandum

To: Sussex County Planning Commission Members
From: Nick Torrance, Planner I
CC: Vince Robertson, Assistant County Attorney and Applicant
Date: May 12, 2020
RE: Staff Analysis for CZ 1915 Fisher's Popcorn Fenwick, LLC

This memo is to provide background and analysis for the Planning Commission to consider as a part of application CZ 1915 to be reviewed during the May 28, 2020 Planning Commission Meeting. This analysis should be included in the record of this application and is subject to comments and information that may be presented during the public hearing.

The request is for a Change of Zone for parcel 533-11.00-78.04 from an Agricultural Residential District (AR-1) to a Business Research District (B-3). The parcel is located on the north side of Zion Church Rd. (Rt. 20), approximately 318 feet east of Deer Run Road in Frankford, Delaware. The size of the property is 17.15 acres +/-.

The 2018 Sussex County Comprehensive Plan Update (Comprehensive Plan) provides a framework of how land is to be developed. As part of the Comprehensive Plan a Future Land Use Map is included to help determine how land should be zoned to ensure responsible development. The Future Land Use map in the plan indicates that the property has the land use designation of "Coastal Area."

The areas to the north, south, east and west are also designated "Coastal Areas." "Coastal Areas" are areas that can accommodate development provided special environmental concerns are addressed. The "Coastal Area" also supports a range of housing types including single-family homes, townhomes, and multi-family units. Retail and office uses are appropriate but larger shopping centers and office parks should be confined to selected locations with access along arterial roads. Mixed-use development should also be allowed.

The Business Research (B-3) Zoning District is listed as an applicable zoning district for the Coastal Area under Table 4.5-2 "Zoning Districts Applicable to Future Land Use Categories" of the 2018 Sussex County Comprehensive Plan.

The property is zoned Agricultural Residential (AR-1) Zoning District. The adjacent properties to the north of the application site are also zoned Agricultural Residential (AR-1) while the adjacent property to the west is zoned General Commercial (C-1), the property to the east is zoned Commercial Residential (CR) and on the south side of Zion Church Rd. (Route 20) a combination of Neighborhood Business (B-1), General Residential (GR) and General Commercial (C-1).

In 2012, there was a Change of Zone application approved on the parcel adjacent to the east of this application, changing its zone from Agricultural Residential (AR-1) to Commercial Residential (CR)



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Based on the analysis of the land use, surrounding zoning and uses, a change of zone to allow for a property zoned Business Research (B-3) Zoning District could be considered as being consistent with the land use, area zoning and surrounding uses.



COUNTY ADMINISTRATIVE OFFICES
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PLANNING & ZONING COMMISSION

ROBERT C. WHEATLEY, CHAIRMAN
KIM HOEY STEVENSON, VICE-CHAIRMAN
R. KELLER HOPKINS
J. BRUCE MEARS
HOLLY J. WINGATE



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JAMIE WHITEHOUSE, AICP, MRTPI
DIRECTOR

PLANNING AND ZONING AND COUNTY COUNCIL INFORMATION SHEET
Planning Commission Public Hearing Date May 28th,2020.

Application: (CZ 1915) Fisher’s Popcorn Fenwick, LLC

Applicant: Fisher’s Popcorn Fenwick, LLC
37243 Sand Dollar Lane
Selbyville, DE 19975

Owner: Fisher’s Popcorn Fenwick, LLC
37243 Sand Dollar Lane
Selbyville, DE 19975

Site Location: Located on the north side of Zion Church Rd (Route 20), approximately
318 feet southeast of Deer Run Rd.

Current Zoning: Agricultural Residential (AR-1)

Proposed Zoning: Business Research (B-3)

Comprehensive Land
Use Plan Reference: Coastal Area

Councilmatic
District: Mr. Riley

School District: Indian River School District

Fire District: Roxana Volunteer Fire District

Sewer: Sussex County

Water: Private

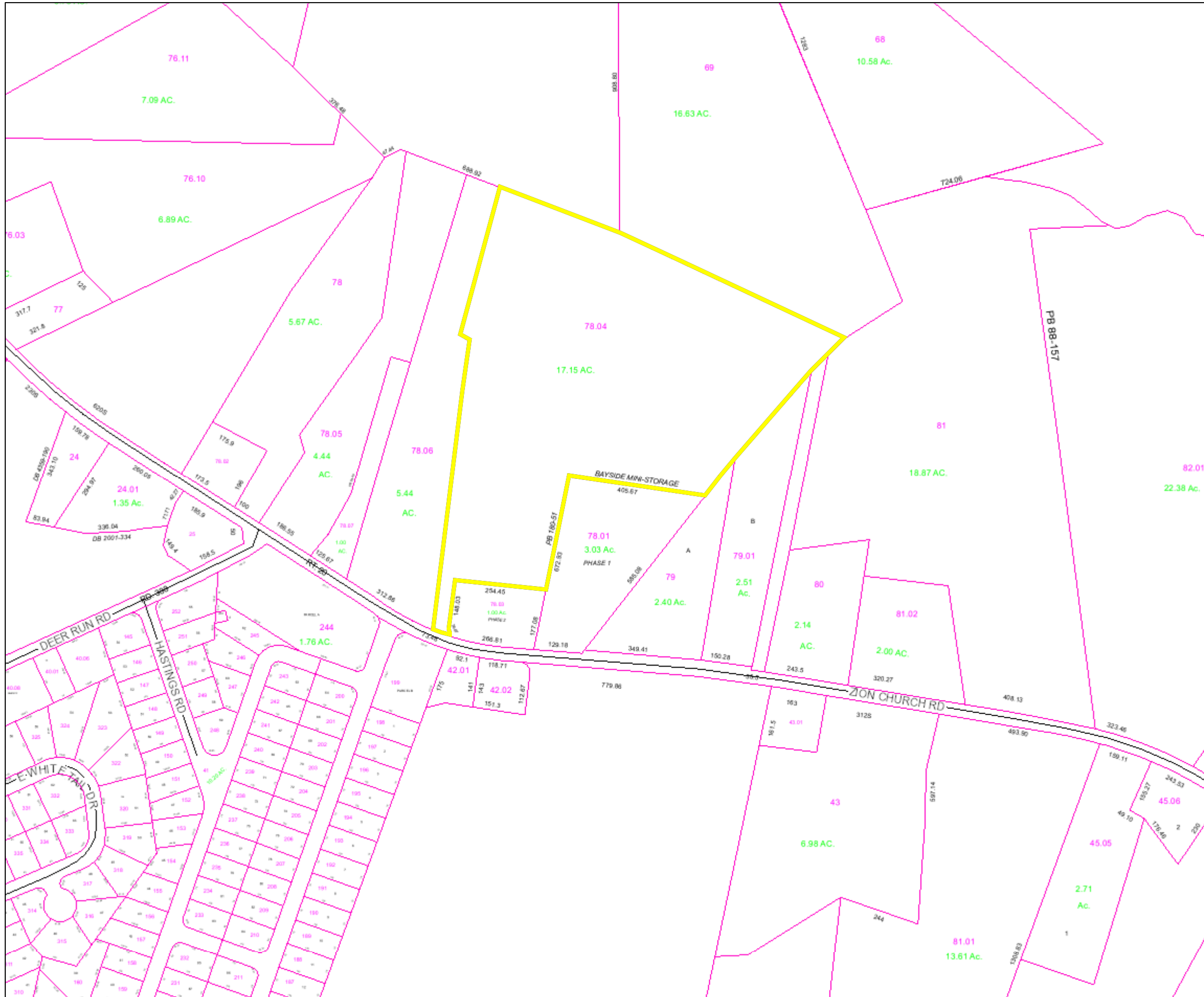
Site Area: 17.15 acres +/-

Tax Map ID.: 533-11.00-78.04





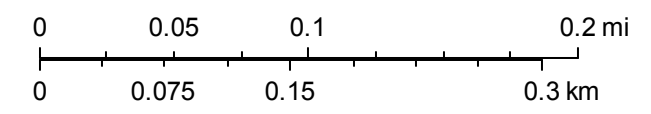
Sussex County



PIN:	533-11.00-78.04
Owner Name	FISHERS POPCORN FENWICK LLC
Book	5167
Mailing Address	37081 COASTAL HWY
City	FENWICK ISLAND
State	DE
Description	N/RT 382
Description 2	600' E/RT 388
Description 3	N/A
Land Code	

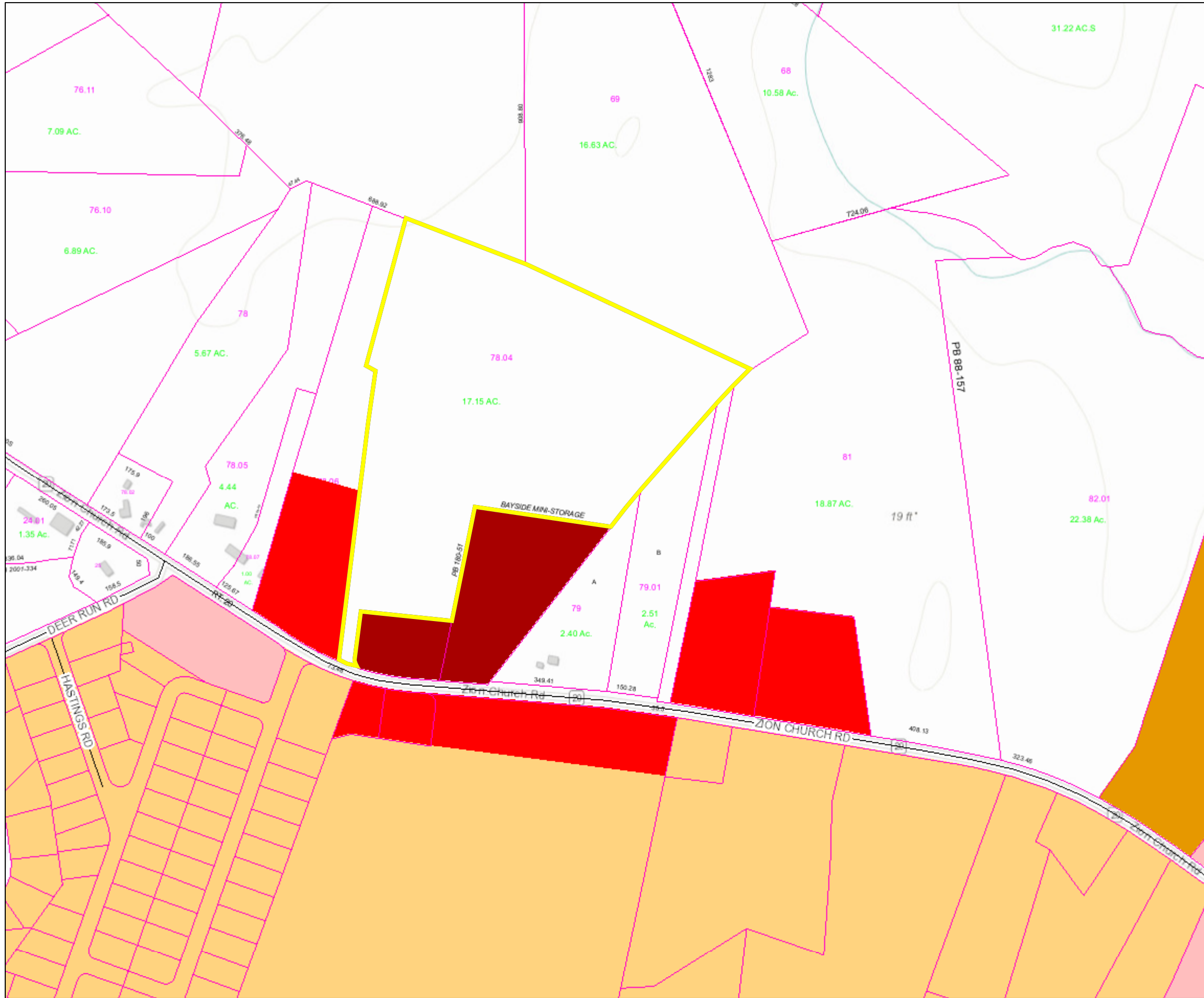
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- Tax Parcels
- Streets
- County Boundaries

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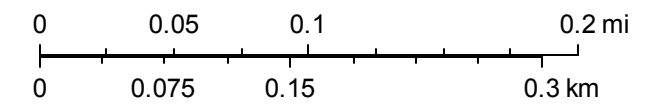
Sussex County



PIN:	533-11.00-78.04
Owner Name	FISHERS POPCORN FENWICK LLC
Book	5167
Mailing Address	37081 COASTAL HWY
City	FENWICK ISLAND
State	DE
Description	N/RT 382
Description 2	600' E/RT 388
Description 3	N/A
Land Code	

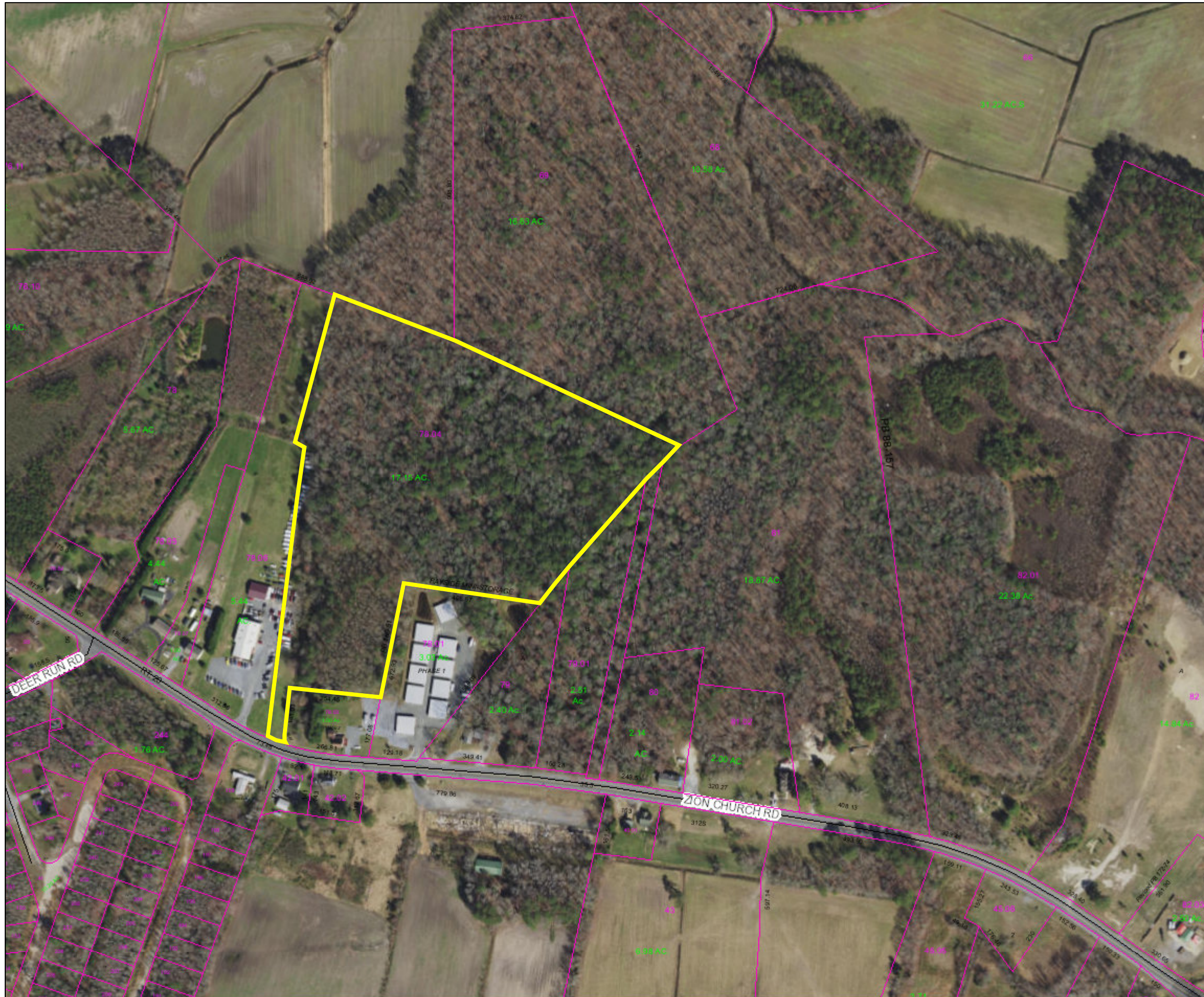
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- Tax Parcels
- Streets

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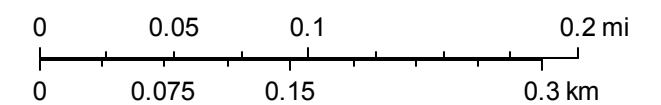
Sussex County



PIN:	533-11.00-78.04
Owner Name	FISHERS POPCORN FENWICK LLC
Book	5167
Mailing Address	37081 COASTAL HWY
City	FENWICK ISLAND
State	DE
Description	N/RT 382
Description 2	600' E/RT 388
Description 3	N/A
Land Code	

- polygonLayer**
Override 1
- polygonLayer**
Override 1
- Tax Parcels
- Streets
- County Boundaries

1:4,514



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Sussex County

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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: Jamie Whitehouse, AICP, Director of Planning & Zoning

CC: Everett Moore, County Attorney

Date: June 26, 2020

RE: County Council Report for CU 2213 Whitetail Lane, LLC

The Planning and Zoning Department received an application (CU 2213 Whitetail Lane, LLC) for a Conditional Use for parcel 135-20.00-137.00 to allow for a 15-acre borrow pit at 17471 Whitetail Lane, Georgetown. The parcel is zoned AR-1 Agricultural Residential Zoning District. The parcel size is 220.38 acres, more or less.

The Planning and Zoning Commission held a public hearing on May 28, 2020. At the meeting of June 11, 2020, the Commission recommended approval of the application for the 9 reasons and 16 conditions outlined within the motion (included below).

Below are the minutes from the Planning & Zoning Commission meetings of May 28, 2020 and June 11, 2020.

Approved Minutes of the May 28, 2020 Planning & Zoning Commission Meeting

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A 15-ACRE BORROW PIT TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN GEORGETOWN HUNDRED, SUSSEX COUNTY, CONTAINING 220.38 ACRES, MORE OR LESS. The property is lying on the northeast side of Cedar Lane, approximately 1.09 mile southeast of Wood Branch Road. 911 Address: 17471 Whitetail Lane, Georgetown. Tax Parcel: 135-20.00-137.00.

Mr. Whitehouse advised the Commission that submitted into the record were an exhibit book, a survey plan, comments from the Sussex County Engineering Department Utility Planning Division, and the



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DelDOT service level evaluation letter. Also, submitted into the record are four letters of support.

That the Commission found that Mr. David Hutt, Esquire was present by teleconference on behalf the applicants Tim and Beth Conaway, principles of Whitetail Lane, LLC; that also present on behalf of the application are Mr. Tim Conaway and Mrs. Beth Conaway; that the application is for a borrow pit; that the property is zoned AR-1; that the Comprehensive Plan shows this area as a developing area; that this land is subject to a forest preservation easement; that the permitted uses are limited in preservation areas; that the Conaway's plan is to move their permanent residence to this site and use part of it as a wildlife pond for ducks and fish within the natural forested area; the proposed area for the borrow pit is less than 10% of the entire parcel; that the borrow pit will be approximately 15 acres; that DelDOT did not require a traffic impact study as the amount of vehicle trips would be less than 50 trips per hour and less than 500 trips per day; that the applicant has submitted proposed conditions of approval; that the entrance will comply with DelDot's stipulations; that no wetlands will be disturbed as part of the excavation of this borrow pit; that the required buffer for the borrow pit will be greatly exceeded; that the pit is approximately 1,000 ft. from Cedar Lane; that the applicant will comply with all conditions set forth by the County Council and will obtain all necessary agency approvals; that all the letters of support are from neighboring property owners; and that as the airport and industrial park continue to expand there will be a need for these materials; that the anticipation is that most of the traffic would head south; that the elevation is at a 42 or 43; and that the hours of operation would be 6 am – 6 pm Monday – Friday and 6 am – 2 pm on Saturday with no hours on Sunday.

Mr. Hopkins asked about the notification of the public hearing to neighboring properties. Mr. Whitehouse stated that all property owners within 200 ft. the entire parcel were notified; that in addition a posting was placed on the property and advertised in two Delaware newspapers. Mr. Hopkins asked if there was a plan for water to leave the site and how deep would the pit be. Mr. Hutt responded that there is no plan for water to leave the site and the pit will be no more than 35 ft. deep.

Mr. Conaway stated that there will be no dredging, but the process will use a long stick excavator; that the ground water level was determined by doing some test digs; that once determined they were filled back in; that there is an existing road on the property that goes through the middle of the property; that the road has been built up about 10 inches with common fill and asphalt millings; that a sign is not required; that the borrow pit will be no more than 35 ft. deep; that the hours of operation could be reduced to 8 am – 4 pm, Monday to Friday and Saturday use would only be for special projects and not on an ongoing basis.

The Commission found that no one spoke in favor of or in opposition to the application.

At the conclusion of the Public Hearings, the Commission discussed Application C/U 2213 – Whitetail Lane, LLC. Motion by Mr. Hopkins to defer action for further consideration, seconded by Ms. Stevenson, and carried unanimously. Motion carried 5-0.

The vote by roll call: Ms. Stevenson – yea, Ms. Wingate – yea, Mr. Mears – yea, Mr. Hopkins – yea, and Mr. Wheatley – yea.

Draft Minutes of the June 11, 2020 Planning & Zoning Commission Meeting

The Commission discussed this application which has been deferred since May 28, 2020.

Mr. Hopkins moved to recommend approval of C/U 2213 for Whitetail Lane, LLC based upon the record made at the public hearing and for the following reasons:

1. This application is for a 15 to 20-acre borrow pit operation within a 220.38-acre site.
2. A need exists in the area for dirt, sand and gravel, and existing borrow pit sources are becoming depleted. The material removed from this site will be used throughout the County for a variety of residential and commercial uses and road construction.
3. The borrow pit is within a much larger parcel owned by the Applicant, which is wooded land in Forest Preservation. The borrow pit is within a 31-acre area that is not subject to the preservation easement. The preserved woodlands will provide an extensive buffer from the borrow pit operations. This is an appropriate location for this use.
4. The Applicant will provide dust control to keep the area roadways free of dirt and dust from trucks leaving the site.
5. The project, with the conditions and stipulations placed upon it, will not have an adverse impact on traffic or the neighboring properties.
6. As a source of fill dirt available to the entire County, the project is essential and desirable for the general convenience, safety and welfare of the current and future residents of the County.
7. The borrow pit area is not visible from Cedar Lane and it should not be visible from neighboring properties.
8. The use is subject to approvals from State Agencies including DelDOT and DNREC.
9. No parties appeared in opposition to this application, and there were several letters submitted in support of the application.
10. This recommendation for approval is subject to the following conditions and stipulations:
 - a. No materials shall be brought from off the site for processing, mixing or similar purposes.
 - b. The borrow pit area shall not exceed 20-acres.
 - c. Water or a water truck shall be available to control dust from road traffic when conditions require.
 - d. The entrance to the borrow pit shall be paved and the roadway from Cedar Road can be millings or stone. The entrance shall be fenced or gated to prevent access.
 - e. Any roadway and entrance improvements required by DelDOT shall be completed by the Applicant. All entrances shall be secured when the borrow pit is not in operation.
 - f. The hours of operation shall be between the hours of 8:00 a.m. to 4:00 p.m. Monday through Saturday. No Sunday hours shall be permitted.
 - g. No materials shall be stored on any access roads or within any buffer area.
 - h. No fuel shall be stored on-site.
 - i. No stumps, branches, debris or similar items shall be buried or placed in the site of the borrow pit.
 - j. The proposed pit will have a 3:1 side slope down to a 10-foot level bench that will be approximately near or 1 foot below the static water surface. Below the water level the borrow pit shall have 2:1 slope. The depth of the proposed borrow pit will not exceed 35 feet.
 - k. A final site plan, including all pit slopes, excavation phasing, and reclamation plans shall be reviewed and approved by the Planning and Zoning Commission prior to the

commencement of operations. Reclamation plans shall indicate finished grading, seeding and planting schedules designed to create a pleasing appearance and protect existing and future developments.

- l. The Applicant shall comply with all State and County erosion and sediment control regulations.
- m. The Applicant shall comply with all of the requirements set forth in Section 115-172B of the Sussex County Zoning Ordinance.
- n. The borrow pit shall be surrounded by a buffer strip a minimum distance of 100 feet from any street lines, 200 feet from any dwelling of other ownership, and 50 feet from all other property lines of other ownership. The buffer area shall be a vegetated buffer of existing vegetation or native species vegetation.
- o. No wetlands on the site shall be disturbed.
- p. The Final Site Plan shall be subject to the review and approval of the Planning and Zoning Commission.

Motion by Mr. Hopkins, seconded by Ms. Wingate, and carried unanimously to recommend approval for the reasons and conditions stated in the Motion. Motion carried 5-0.

The vote by roll call: Ms. Stevenson – yea, Ms. Wingate – yea, Mr. Mears – yea, Mr. Hopkins – yea, and Mr. Wheatley – yea.

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Memorandum

To: Sussex County Planning Commission Members
From: Lauren DeVore, Planner III
CC: Vince Robertson, Assistant County Attorney and applicant
Date: May 13, 2020
RE: Staff Analysis for CU 2213 Whitetail Lane, LLC

This memo is to provide background and analysis for the Planning Commission to consider as a part of application CU 2213 Whitetail Lane, LLC to be reviewed during the May 28, 2020 Planning Commission Meeting. This analysis should be included in the record of this application and is subject to comments and information that may be presented during the public hearing.

The request is for a Conditional Use for tax parcel 135-20.00-137.00 to allow for a proposed borrow pit. The parcel is located on the east side of Cedar Lane (Route 318). The size of the property is 220.38 acres +/-

The 2018 Sussex County Comprehensive Plan Update (Comprehensive Plan) provides a framework of how land is to be developed. As part of the Comprehensive Plan, a Future Land Use Map is included to help determine how land should be zoned to ensure responsible development. The Future Land Use map in the plan indicates that the property has the land use designation of “Developing Area.”

The parcel directly to the north is designated as a “Developing Area.” Additionally, the parcel to the west located on the opposite side of Cedar Lane (Route 318), is also designated as a “Developing Area.” Developing Areas are newer, emerging growth areas that demonstrate the characteristics of developmental pressures. A range of housing types are appropriate in Developing Areas, including single family homes, townhouses, and multi-family units. In selected areas and at appropriate intersections, commercial uses should be allowed. A variety of office uses would be appropriate in many areas. Portions of the Developing Areas with good road access and few nearby homes should allow for business and industrial parks. Appropriate mixed-use development should also be allowed. The parcels to the east are designated “Low Density” areas.

Furthermore, the property is zoned Agricultural Residential (AR-1) Zoning District. The properties located to the north, south, east, and west of the subject site are zoned Agricultural Residential (AR-1) Zoning District. There is a single parcel to the north on the opposite side of Park Avenue (S.C.R. 318) that is zoned Light Industrial (LI-2) Zoning District.

Since 2011, there has been one Conditional Use application within a 1-mile radius of the application site. This application is Conditional Use (CU 2182), which was a proposal to allow for a small automotive repair and dealer to be located within an Agricultural Residential (AR-1) Zoning District, which was approved by County Council on September 17th, 2019 and adopted through Ordinance No. 2679.



Based on the analysis of the land use, surrounding zoning and uses, the Conditional Use for the abovementioned use, subject to considerations of scale and impact, could be considered as being consistent with the land use, area zoning and surrounding uses.

PLANNING & ZONING COMMISSION

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KIM HOEY STEVENSON, VICE-CHAIRMAN
R. KELLER HOPKINS
J. BRUCE MEARS
HOLLY J. WINGATE



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PLANNING AND ZONING AND COUNTY COUNCIL INFORMATION SHEET
Planning Commission Public Hearing Date May 28th,2020.

Application: (CU 2213) Whitetail Lane, LLC

Applicant: Timothy R. Conaway
23620 Parker Road
Georgetown, DE 19947

Owner: Whitetail Lane, LLC
23620 Parker Road
Georgetown, DE 19947

Site Location: Located on the east side of Cedar Lane (Route 318) at 17471 Whitetail Lane in Georgetown, Delaware.

Current Zoning: Agricultural Residential (AR-1)

Proposed Use: Borrow Pit

Comprehensive Land Use Plan Reference: Developing Area

Councilmatic District: Mr. Wilson

School District: Indian River School District

Fire District: Georgetown Fire District

Sewer:Private, On-Site

Water: Private, On-Site

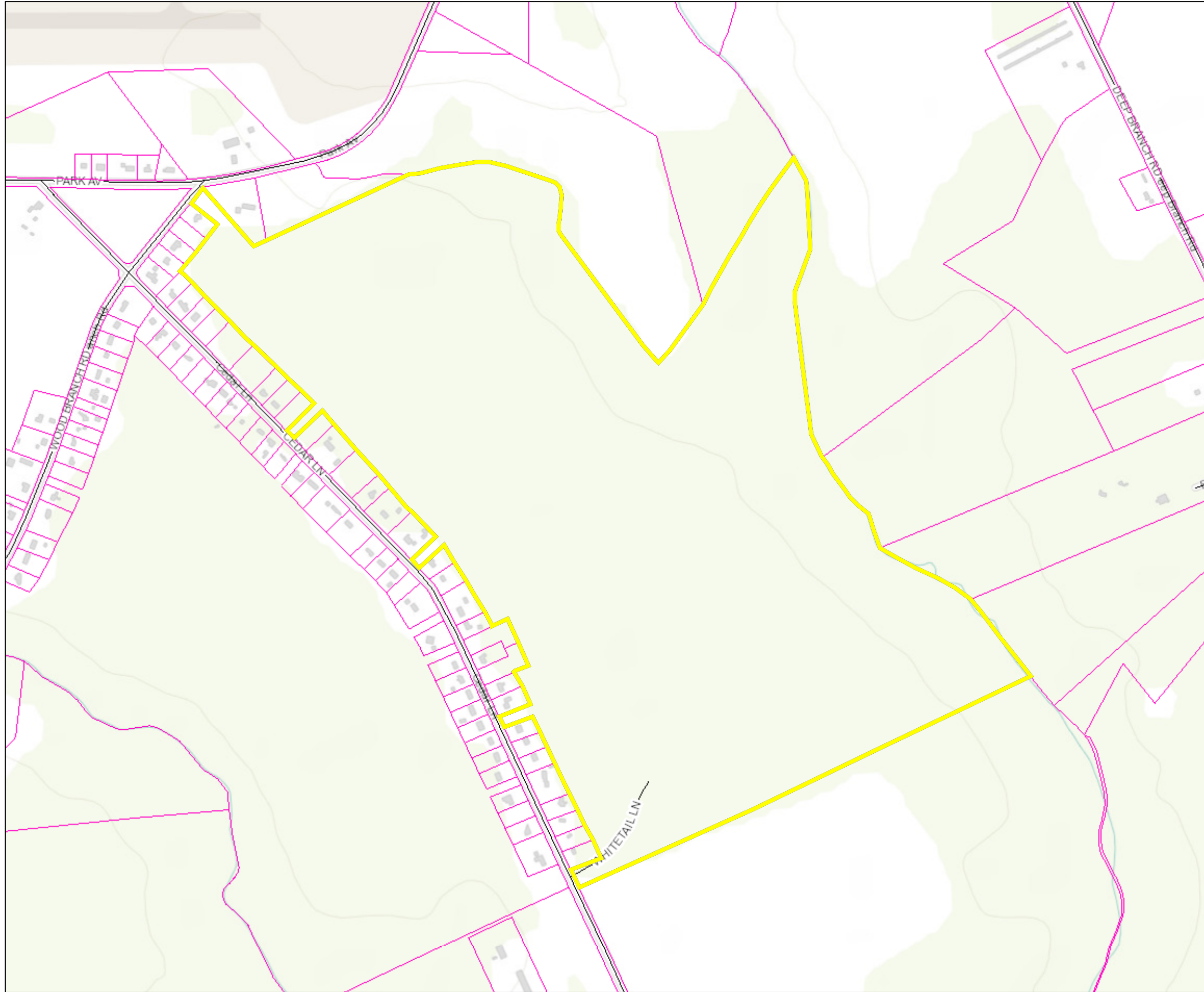
Site Area: 220.38 +/-

Tax Map ID.: 135-20.00-137.00





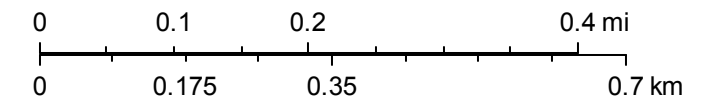
Sussex County



PIN:	135-20.00-137.00
Owner Name	WHITETAIL LANE LLC
Book	5143
Mailing Address	122 W MARKET ST
City	GEORGETOWN
State	DE
Description	NE SD/ CEDAR LN
Description 2	SW/ WOOD BRANCH RD
Description 3	PARCELS A & B
Land Code	

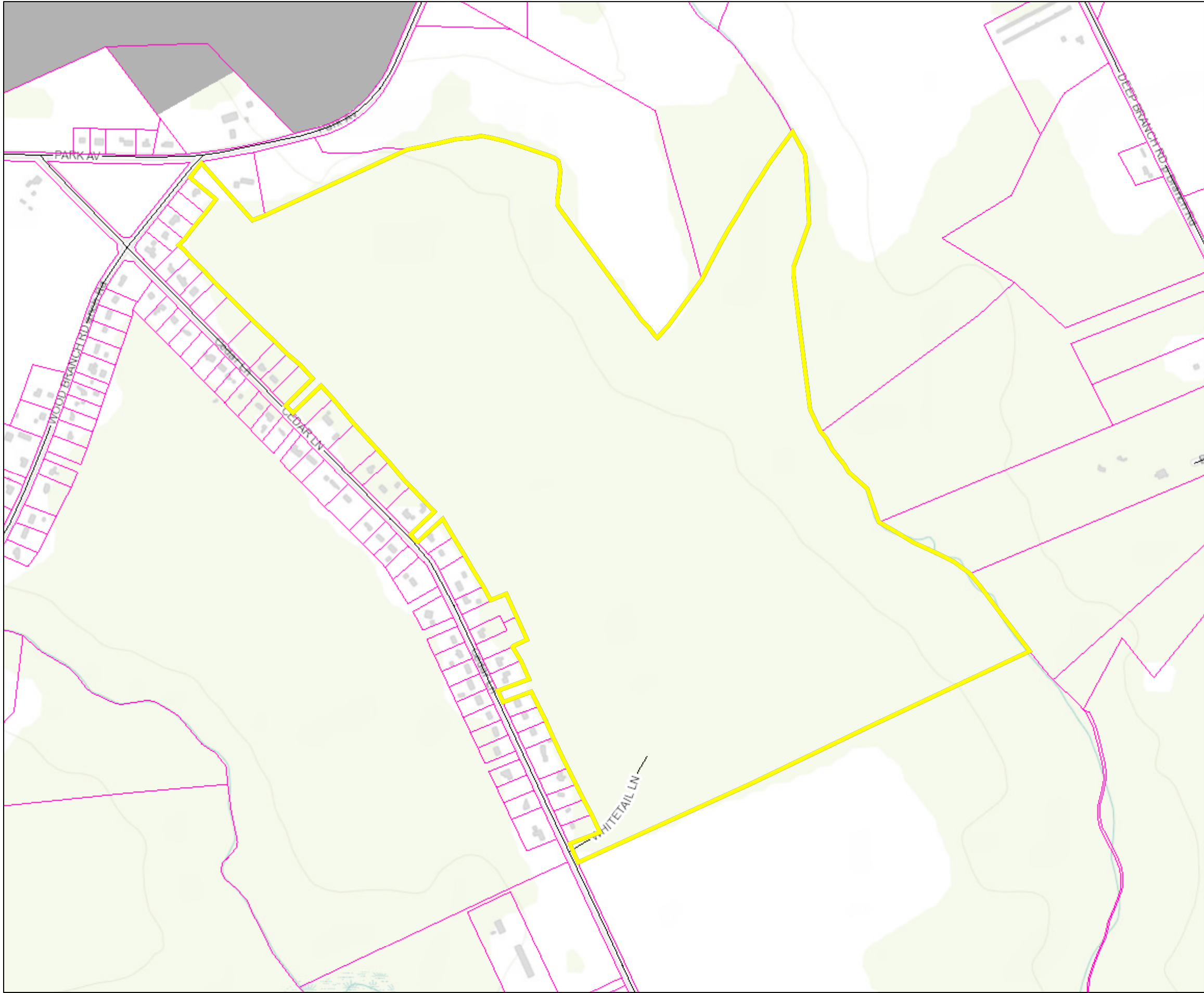
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- Tax Parcels
- Streets
- County Boundaries

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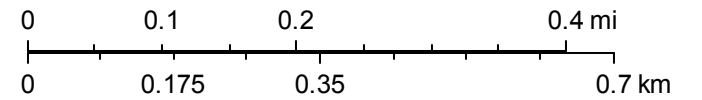
Sussex County



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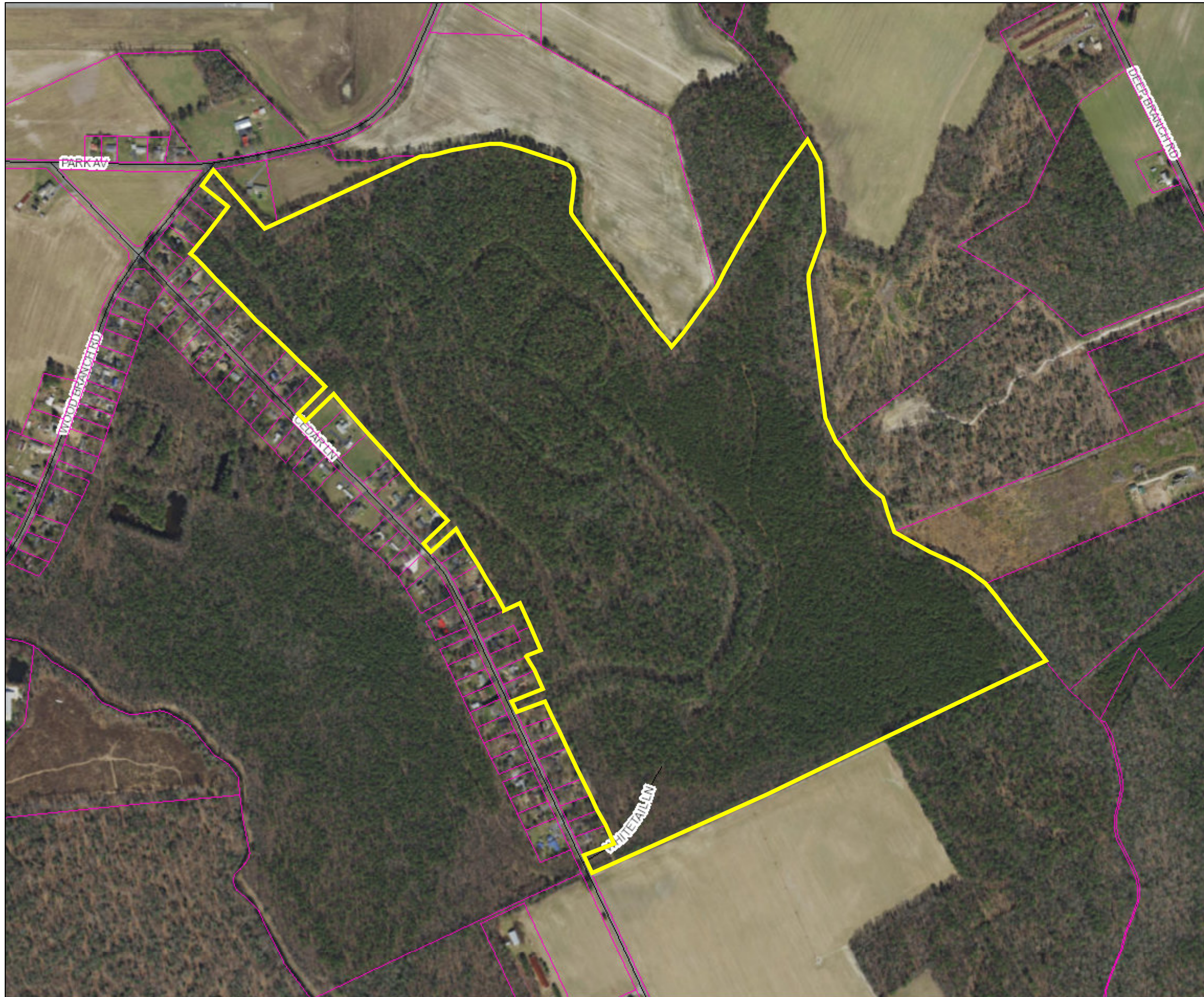
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Override 1
- Tax Parcels
- Streets

1:9,028





Sussex County



PIN:	135-20.00-137.00
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polygonLayer

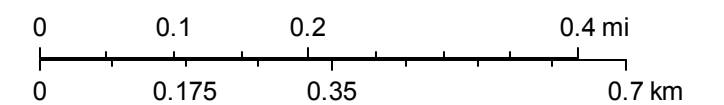
Override 1

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Override 1

- Tax Parcels
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1:9,028



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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: Jamie Whitehouse, AICP, Director of Planning & Zoning

CC: Everett Moore, County Attorney

Date: June 26, 2020

RE: County Council Report for CU 2215 BZ Land, LLC

The Planning and Zoning Department received an application (CU 2215 for BZ Land, LLC) for a Conditional Use for parcel 533-19.00-26.00 to allow for professional offices at 37116 and 37124 Lighthouse Rd, Selbyville. The parcel is zoned AR-1 Agricultural Residential Zoning District. The parcel size is 1.56 Acres, more or less.

The Planning and Zoning Commission held a public hearing on May 28, 2020. At the meeting of June 11, 2020, the Commission recommended approval of the application for the 7 reasons and 10 conditions outlined within the motion (included below).

Below are the minutes from the Planning & Zoning Commission meetings of May 28, 2020 and June 11, 2020.

Approved Minutes of the May 28, 2020 Planning & Zoning Commission Meeting

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR PROFESSIONAL OFFICES TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 1.56 ACRES, MORE OR LESS. The property is lying on the south side of Lighthouse Road (Rt. 54) at Bayville Road. 911 Addresses: 37116 and 37124 Lighthouse Road, Selbyville. Tax Parcel: 533-19.00-26.00

Mr. Whitehouse advised the Commission that submitted into the record were a site plan, comments from the Sussex County Engineering Department Utility Planning Division, the DelDOT service level evaluation response, and suggested conditions and findings of fact from the Applicant.



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The Commission found that Mr. James Fuqua, Esquire was present by teleconference on behalf of BZ Land, LLC; that also present are Mr. Charles Zonko, Property Owner and Mr. Tom Ford, Land Design, Inc.; that this application is for a Conditional Use for professional offices on a 1.56 acre parcel of land located on the south side of Route 54 opposite Bayville Road; that the road frontage on Route 54 is approximately 225 ft.; that there is a residence located adjacent to the property to the east, agricultural land adjacent on the west and agricultural land and woods to the rear of the site; that there are several residential developments in the general area including Keen-Wik to the east, Keen-Wik West and Bayberry Woods to the west, and Bayville Shores to the north; that the land is zoned AR-1 and professional office can be permitted if approved as a Conditional Use under the Zoning Ordinance; that under the Comprehensive Plan the site is located in the Coastal Area which is one of the Plan's designated growth areas; that retail and office uses are appropriate in the Coastal Area; that the site will be serviced by public water and sewer; that the site fronts on Route 54 which is a principal east west road in southeast Sussex County; that currently the site is improved with a residence containing 3,897 sf floor area with a swimming pool and out buildings in the rear; that the Zonko family resides here and the entrance to Route 54 is on the east front corner of the property; that Mr. Zonko is the owner of Zonko Builders and his office of 2,048 sf is located on the property; that the office has a separate entrance from Route 54 on the west side of the property; that the Zonko's purchased this property with the existing office and built their dwelling to the rear on the site; that Applicant considered applying to have the property rezoned but decided that a Conditional Use for professional offices was more appropriate as it would allow the County to place conditions on the use that would safeguard the purpose and intent of the Conditional Use Ordinance; that the existing home will be remodeled into office space and an addition of 1,657 sf will be added on the east side of the building; that the building and addition will maintain the same appearance of a residential building; that the existing offices will be remodeled with an addition of 1,785 sf and will remain very similar to the existing building; that the total floor area of the two buildings with the additions would be 9,387 sf; that DelDOT will not require a Traffic Impact Study; that Mr. Ford has discussed the entrance onto Route 54 with DelDOT and as a result the entrance on the east side of the property will be removed and the only entrance remaining will be the entrance to the current office building on the west side of the property; that the entrance will be improved to DelDOT requirements which may include a right-hand only turn into the site; that the Applicant is requesting one 32 sf sign per side with a timed light which will shut off at 10 pm; that per County Code 47 parking spaces would be required; that the Applicant proposes to have 50 parking spaces including 4 handicapped spaces; that there will be an easement agreement with the neighboring property for the nine of the existing parking spaces on the property; that lighting in the parking area will be minimal and non-intrusive; that there will be a vegetative buffer on the eastern boundary of the property; that stormwater management facilities will be located to the rear of the current residential building and will meet or exceed DNREC regulations; that there are no wetlands located on the property; that the site is on zone X under the FEMA flood maps with a small portion in the AE zone on the southwest portion of the site; and that professional offices have a lower impact than retail uses.

The Commission found that no one spoke in favor of or in opposition to the application.

At the conclusion of the Public Hearings, the Commission discussed Application C/U 2215- BZ Land, LLC. Motion by Ms. Wingate to defer action for further consideration, seconded by Mr. Hopkins, and carried unanimously. Motion carried 5-0.

The vote by roll call: Ms. Stevenson – yea, Ms. Wingate – yea, Mr. Mears – yea, Mr. Hopkins – yea, and Mr. Wheatley – yea.

Draft Minutes of the June 11, 2020 Planning & Zoning Commission Meeting

The Commission discussed this application which has been deferred since May 28, 2020.

Ms. Wingate moved to recommend approval of C/U 2215 for BZ Land, LLC for professional offices based upon the record made at the public hearing and for the following reasons:

1. This property has previously been used for office purposes for 36 years. This Conditional Use will be consistent with the historical use of the property.
2. The office will continue to maintain a residential appearance.
3. The use as a professional office will benefit the health, safety and welfare of present and future residents of Sussex County residents by providing such a use in a convenient location.
4. The site is within the Coastal Area according to the Sussex County Comprehensive Plan. Professional Offices are an appropriate use within this Area according to the Comprehensive Plan.
5. The use, with the conditions and limitations placed upon it, will not adversely affect neighboring properties or roadways.
6. The site will be served by central water and sewer.
7. No parties appeared in opposition to this application.
8. This recommendation is subject to the following conditions:
 - a. The use shall be limited to professional offices.
 - b. As stated by the Applicant, the existing structures and the proposed additions shall maintain a residential appearance.
 - c. The hours of operation open to the public shall be between 8:00 am and 7:00 pm Monday through Friday, and 8:00 am until 4:00 pm on Saturdays. This shall not prohibit professionals utilizing the offices from working at other hours or on weekends.
 - d. Any dumpsters shall be located to the rear of the property and screened from view of neighboring properties and roadways.
 - e. All parking areas shall be shown on the Final Site Plan and clearly marked on the site itself.
 - f. The Applicant shall comply with all DelDOT requirements concerning entrance, traffic and roadway improvements.
 - g. All exterior lighting shall be downward screened so that it does not shine on neighboring properties or roadways.
 - h. One lighted sign shall be permitted on the property. The sign shall be no larger than 32 square feet per side.
 - i. A landscaping plan shall be submitted as part of the Final Site Plan review. It shall include a vegetated buffer along the eastern boundary of the property.
 - j. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning & Zoning Commission.

Motion by Ms. Wingate, seconded by Mr. Hopkins, and carried unanimously to recommend approval for the reasons and conditions stated in the Motion. Motion carried 5-0.

The vote by roll call: Ms. Stevenson – yea, Ms. Wingate – yea, Mr. Mears – yea, Mr. Hopkins – yea, and Mr. Wheatley – yea.

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Memorandum

To: Sussex County Planning Commission Members
From: Chase Phillips, Planner I
CC: Vince Robertson, Assistant County Attorney and Applicant
Date: May 13, 2020
RE: Staff Analysis for CU 2215 BZ Land, LLC

This memo is to provide background and analysis for the Planning Commission to consider as a part of application CU 2215 to be reviewed during the May 28, 2020 Planning Commission Meeting. This analysis should be included in the record of this application and is subject to comments and information that may be presented during the public hearing.

The request is for a Conditional Use for parcel 533-19.00-26.00. The current zoning is AR-1 Agricultural Residential, and the request is for professional offices. The parcel is located on the south side of the intersection of Lighthouse Road (Route 54) and Bayville Road (Road 58B). The size of the property is 1.550 acres +/-.

The 2018 Sussex County Comprehensive Plan Update (Comprehensive Plan) provides a framework of how land is to be developed. As part of the Comprehensive Plan a Future Land Use Map is included to help determine how land should be zoned to ensure responsible development. The Future Land Use map in the plan indicates that the property has the land use designation of "Coastal Area." The Coastal Area is designated to encourage growth and development without diminishing ecological and environmental characteristics. The Coastal Area may include various types of housing, small-scale retail and office, light commercial, and institutional land uses. Sussex's County base density of two (2) units per acre is appropriate. Medium and higher densities (4-12 units per acre) may be appropriate in select locations.

The parcel is located within an Agricultural Residential (AR-1) Zoning District. In addition, each of the parcels that directly border the property are also zoned AR-1. The subject parcel is in proximity to four major subdivisions that are located along Lighthouse Road. Bayview Landing and Mallard Lakes are within a High Residential Zone. The Fenwick Farms and Kennewick subdivisions are within a Medium Residential Zone.

Per *Sussex County Code* (§) 115-22, Conditional Uses are listed for parcels within an AR-1 zone. Dependent upon scale and use, staff notes that professional offices could be considered as a potential Conditional Use.

Since 2011, there has been one Conditional Use application in proximity of the application site. Conditional Use (2065), to allow for the establishment of a craft distillery, was approved on March 14, 2017 and was adopted by County Council through Ordinance No. 2487.



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Based on the analysis of the land use, surrounding zoning and uses, a Conditional Use to allow for professional offices within an AR-1 Zone could be considered as consistent with the surrounding area, zoning, and uses.



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PLANNING & ZONING COMMISSION

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J. BRUCE MEARS
HOLLY J. WINGATE



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JAMIE WHITEHOUSE, AICP, MRTPI
DIRECTOR

PLANNING AND ZONING AND COUNTY COUNCIL INFORMATION SHEET
Planning Commission Public Hearing Date May 28th, 2020.

Application: (CU 2215) BZ Land, LLC

Applicant: BZ Land, LLC
37116 & 37124 Lighthouse Road
Selbyville, DE 19975

Owner: BZ Land, LLC
37116 Lighthouse Road
Selbyville, DE 19975

Site Location: Located on the south side of the intersection of Lighthouse Road (Route 54) and Bayville Road (58B)

Current Zoning: Agricultural Residential (AR-1)

Type of Conditional Use Requested: Professional Offices

Comprehensive Land Use Plan Reference: Coastal Area

Councilmanic District: District 5- Mr. Riley

School District: Indian River School District

Fire District: Roxana Volunteer Fire District

Sewer: Tier 1- Sussex County Unified Sanitary System

Water: Private

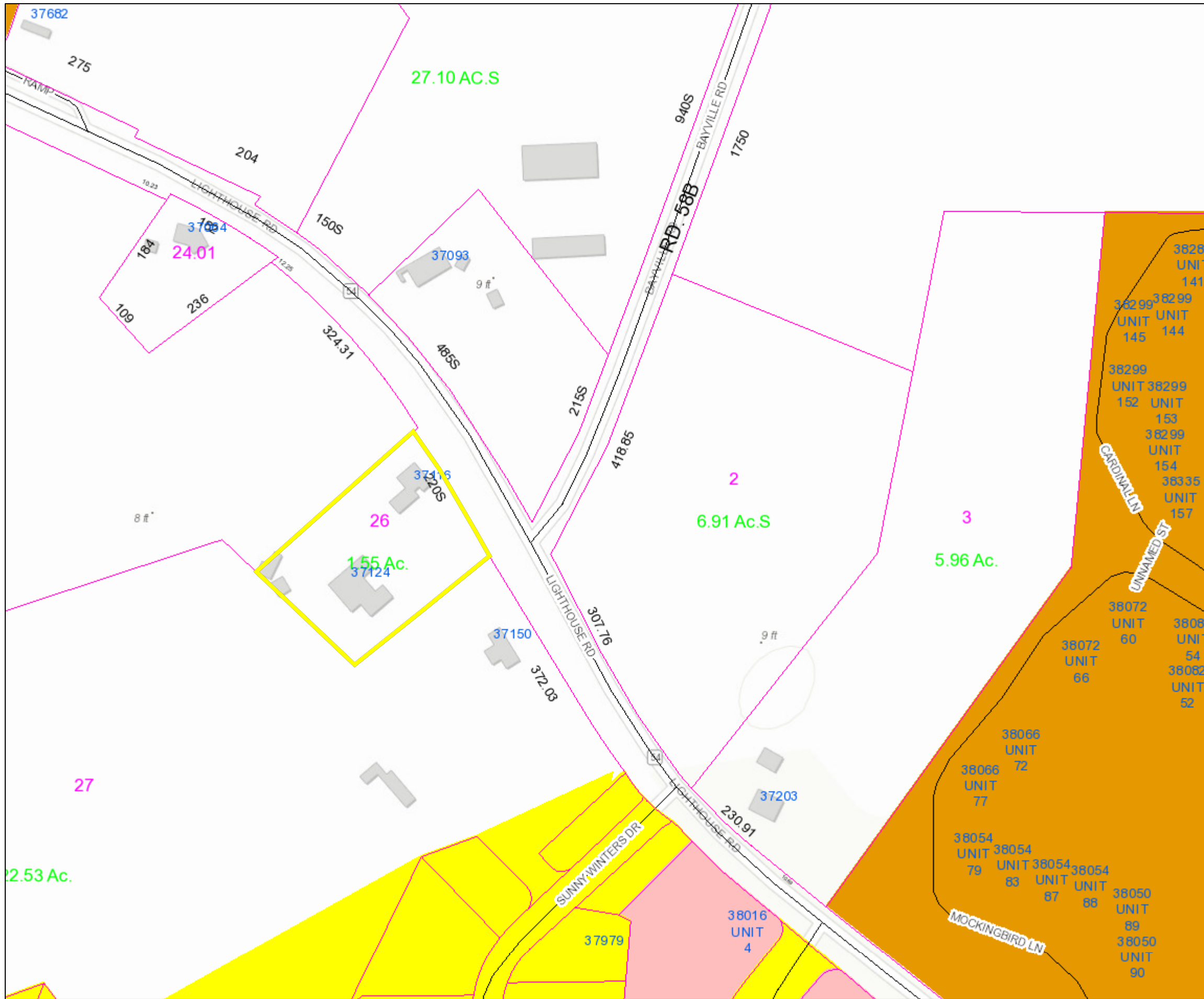
Site Area: 1.5500 acres +/-

Tax Map ID.: 533-19.00-26.00



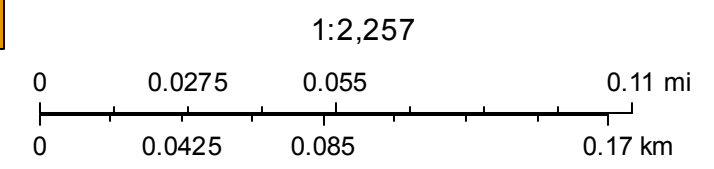


Sussex County



PIN:	533-19.00-26.00
Owner Name	BZ LAND LLC
Book	3556
Mailing Address	37116 LIGHTHOUSE RD
City	SELBYVILLE
State	DE
Description	S/RT 54
Description 2	50' FR COR RT 58B
Description 3	
Land Code	

- polygonLayer**
 - Override 1
- polygonLayer**
 - Override 1
- Tax Parcels
- 911 Address
- Streets





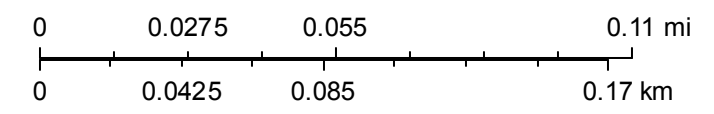
Sussex County



PIN:	533-19.00-26.00
Owner Name	BZ LAND LLC
Book	3556
Mailing Address	37116 LIGHTHOUSE RD
City	SELBYVILLE
State	DE
Description	S/RT 54
Description 2	50' FR COR RT 58B
Description 3	
Land Code	

- polygonLayer**
 - Override 1
- polygonLayer**
 - Override 1
- Tax Parcels
- 911 Address
- Streets
- County Boundaries

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Sussex County

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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: Jamie Whitehouse, AICP, Director of Planning & Zoning

CC: Everett Moore, County Attorney

Date: June 26, 2020

RE: County Council Report for CU 2221 Dominic Lombardi

The Planning and Zoning Department received an application (CU 2221 Dominic Lombardi) for a Conditional Use for parcel 133-16.00-73.04 to allow for a small auto repair business to be located at 24169 Godwin School Rd, Millsboro. The parcel is zoned AR-1 Agricultural Residential Zoning District. The parcel size is 0.75 Acres, more or less.

The Planning and Zoning Commission held a public hearing on May 28, 2020. At the meeting of June 11, 2020, the Commission recommended approval of the application for the 5 reasons and 13 conditions outlined within the motion (included below).

Below are the minutes from the Planning & Zoning Commission meetings of May 28, 2020 and June 11, 2020.

Approved Minutes of the May 28, 2020 Planning & Zoning Commission Meeting

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A SMALL AUTO REPAIR BUSINESS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN DAGSBORO HUNDRED, SUSSEX COUNTY, CONTAINING 0.75 ACRES, MORE OR LESS. The property is lying on the northeast corner of the intersection of Sheep Pen Road and Godwin School Road. 911 Address: 24169 Godwin School Road, Millsboro. Tax Parcel: 133-16.00-73.04

Mr. Whitehouse advised the Commission that submitted into the record were a site plan, comments from the Sussex County Engineering Department Utility Planning Division, and the DelDOT service



COUNTY ADMINISTRATIVE OFFICES
2 THE CIRCLE | PO BOX 417
GEORGETOWN, DELAWARE

level evaluation response.

The Commission found that the Applicant, Mr. Dominic Lombardi was present by teleconference on behalf of the Application. Mr. Lombardi stated that the application is for a Conditional Use to operate a small auto repair business from his residence; that he is an auto technician by trade and he will be the only employee on site; that a Traffic Impact Study is not required by DelDOT as there will be less than 50 cars per hour; that the immediate neighbors have no opposition to the application; that his hours of operation are 8 am – 8 pm Monday – Friday in order to accommodate customers who have to work until 5pm and 9 am – 5 pm on Saturday with no Sunday hours; that all the work will be completed indoors; that the applicant would like to have a sign on the property; that all waste oil and products is disposed of through Autozone; and that the operation will not affect the environment or local streams; that neighbors will not be adversely affected.

The Commission found that no one spoke in favor of or in opposition to the application.

At the conclusion of the Public Hearings, the Commission discussed Application C/U 2221 – Dominic Lombardi. Motion by Ms. Wingate to defer action for further consideration, seconded by Mr. Hopkins, and carried unanimously. Motion carried 5-0.

The vote by roll call: Ms. Stevenson – yea, Ms. Wingate – yea, Mr. Mears – yea, Mr. Hopkins – yea, and Mr. Wheatley – yea.

Draft Minutes of the June 11, 2020 Planning & Zoning Commission Meeting

The Commission discussed this application which has been deferred since May 28, 2020.

Ms. Wingate moved to recommend approval of C/U 2221 for Dominic Lombardi for a small auto repair business based upon the record made at the public hearing and for the following reasons:

1. The proposed automobile repair facility is small, and with the conditions and stipulations placed upon it, it will not have an adverse impact on the neighboring properties or community. It is also small enough that it will not negatively impact traffic or nearby roadways.
2. The site is located in a Developing Area according to the Sussex County Comprehensive Plan. This type of use is appropriate in this Area according to the Comprehensive Plan.
3. The Applicants live on the site and the use will occur in a pole building. The Applicants intend to keep the residential appearance of the property.
4. The use as an automotive repair facility is of a public or semi-public character and is desirable for the general convenience and welfare of the area.
5. No parties appeared in opposition to this application.
6. This recommendation for approval is subject to the following conditions and stipulations:
 - a. One lighted sign, not to exceed 32 square feet per side, shall be permitted.
 - b. Security lighting shall be downward screened and shall be directed away from neighboring properties and roadways.
 - c. Any dumpsters shall be screened from view of neighbors and roadways. The dumpster locations shall be shown on the Final Site Plan.

- d. All repairs shall be performed indoors. No automobile parts shall be stored outside.
- e. No junked, unregistered or permanently inoperable vehicles or trailers shall be stored on the site.
- f. There shall not be any parking in the front yard setback.
- g. The parking areas shall be shown on the Final Site Plan and clearly marked on the site itself. Vehicles shall only be parked within these designated areas.
- h. No cars shall be sold on the property.
- i. All oils and other fluids shall be properly stored indoors in appropriate containers. The applicant shall also comply with all state and federal requirements for the disposal of these fluids.
- j. The site shall be subject to all DelDOT entrance and roadway requirements.
- k. The hours of operation shall be 8:00 am through 8:00 pm, Monday through Friday, and 9:00 am until 5:00 pm on Saturdays. There shall not be any Sunday hours.
- l. Any violation of these conditions may be grounds for termination of this conditional use.
- m. The Final Site Plan shall be subject to the review and approval of the Planning and Zoning Commission.

Motion by Ms. Wingate, seconded by Mr. Hopkins, and carried unanimously to recommend approval for the reasons and conditions stated in the Motion. Motion carried 5-0.

The vote by roll call: Ms. Stevenson – yea, Ms. Wingate – yea, Mr. Mears – yea, Mr. Hopkins – yea, and Mr. Wheatley – yea.

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Memorandum

To: Sussex County Planning Commission Members
From: Jennifer Norwood, Planner I
CC: Vince Robertson, Assistant County Attorney and applicant
Date: May 13, 2020
RE: Staff Analysis for CU 2221 Dominic Lombardi

This memo is to provide background and analysis for the Planning Commission to consider as a part of application CU 2221 Dominic Lombardi to be reviewed during the May 28, 2020 Planning Commission Meeting. This analysis should be included in the record of this application and is subject to comments and information that may be presented during the public hearing.

The request is for a Conditional Use for tax parcel 133-16.00-73.04 to allow for a proposed small auto repair. The parcel is located on the northeast corner of the intersection of Sheep Pen Rd. and Godwin School Rd. The size of the property is 0.75 acres +/-

The 2018 Sussex County Comprehensive Plan Update (Comprehensive Plan) provides a framework of how land is to be developed. As part of the Comprehensive Plan, a Future Land Use Map is included to help determine how land should be zoned to ensure responsible development. The Future Land Use map in the plan indicates that the property has the land use designation of "Developing Area."

The parcel directly to the northeast is designated as a "Developing Area." Additionally, the parcel to the east is also designated as a "Developing Area." Developing Areas are newer, emerging growth areas that demonstrate the characteristics of developmental pressures. A range of housing types are appropriate in Developing Areas, including single family homes, townhouses, and multi-family units. In selected areas and at appropriate intersections, commercial uses should be allowed. A variety of office uses would be appropriate in many areas. Portions of the Developing Areas with good road access and few nearby homes should allow for business and industrial parks. Appropriate mixed-use development should also be allowed.

Furthermore, the property is zoned Agricultural Residential (AR-1) Zoning District. The properties located to the north, south, east, and of the subject site are zoned Agricultural Residential (AR-1) Zoning District. The properties located to the west are located within the Town Limits of Millsboro.

Since 2011, there has been one Conditional Use application within a 1-mile radius of the application site. This application is Conditional Use (CU 1989), which was a proposal to allow for a small engine and lawn mower repair shop to be located within an Agricultural Residential (AR-1) Zoning District, which was approved by County Council on September 16th, 2014 and adopted through Ordinance No. 2364.



Based on the analysis of the land use, surrounding zoning and uses, the Conditional Use for the abovementioned use, subject to considerations of scale and impact, could be considered as being consistent with the land use, area zoning and surrounding uses.

PLANNING & ZONING COMMISSION

ROBERT C. WHEATLEY, CHAIRMAN
KIM HOEY STEVENSON, VICE-CHAIRMAN
R. KELLER HOPKINS
J. BRUCE MEARS
HOLLY J. WINGATE



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DIRECTOR

PLANNING AND ZONING AND COUNTY COUNCIL INFORMATION SHEET
Planning Commission Public Hearing Date May 28th,2020.

Application: (CU 2221) Dominic Lombardi

Applicant: Dominic Lombardi
24169 Godwin School Rd
Millsboro, DE 19955

Owner: Dominic Lombardi
24169 Godwin School Rd
Millsboro, DE 19955

Site Location: Located on the north side of Zion Church Rd (Route 20), approximately
318 feet southeast of Deer Run Rd.

Current Zoning: Agricultural Residential (AR-1)

Proposed Use: Small Auto-Repair Shop

Comprehensive Land
Use Plan Reference: Developing Area

Councilmatic
District: Mr. Riley

School District: Indian River School District

Fire District: Millsboro Fire Company

Sewer: Septic

Water: Private

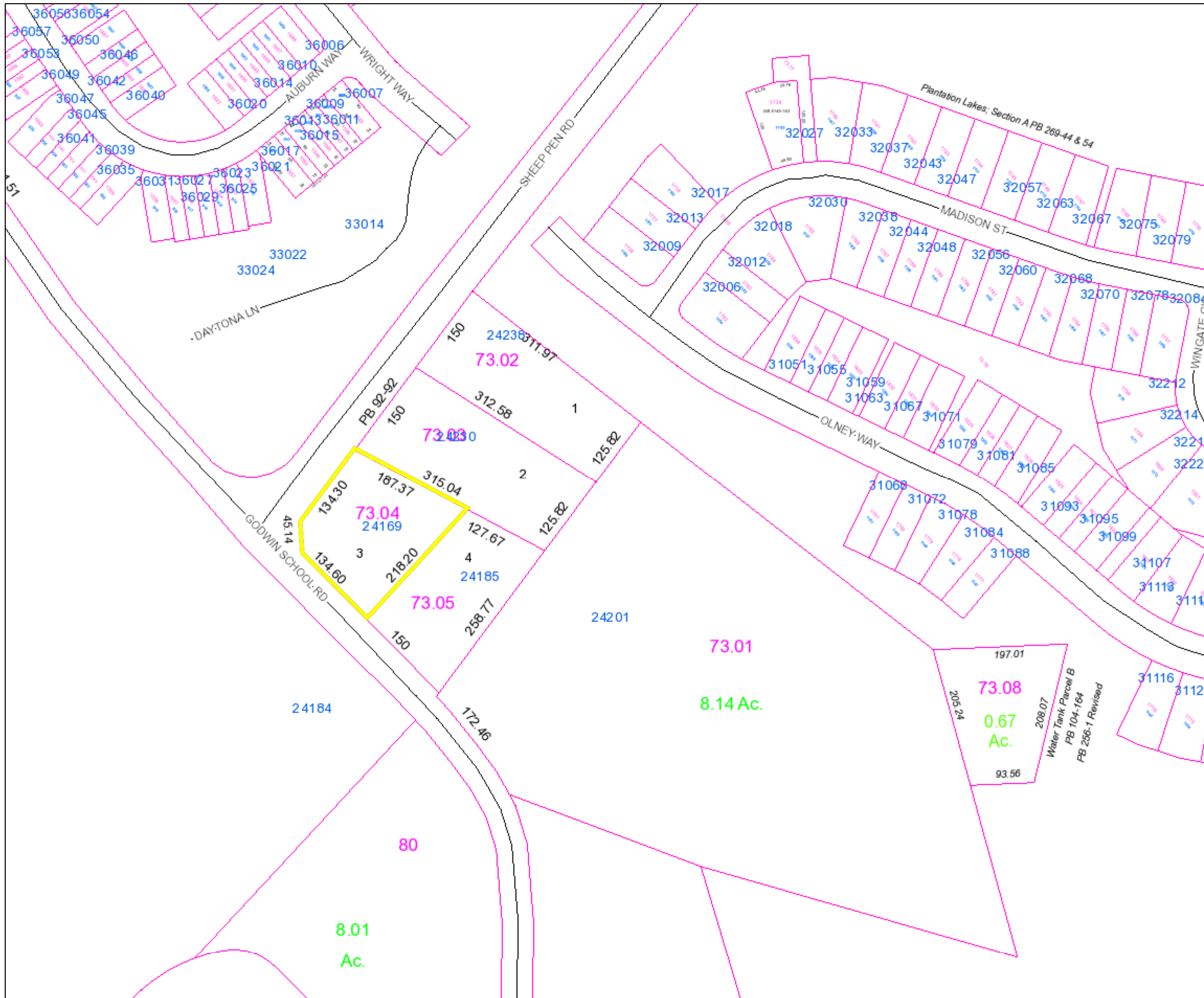
Site Area: .75 acres +/-

Tax Map ID.: 133-16.00-73.04





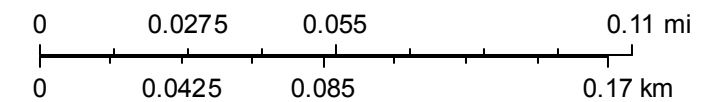
Sussex County



PIN:	133-16.00-73.04
Owner Name	LOMBARDI DOMINIC A
Book	5217
Mailing Address	24169 GODWIN SCHOOL R
City	MILLSBORO
State	DE
Description	NE/RD 410
Description 2	LOT 3
Description 3	N/A
Land Code	

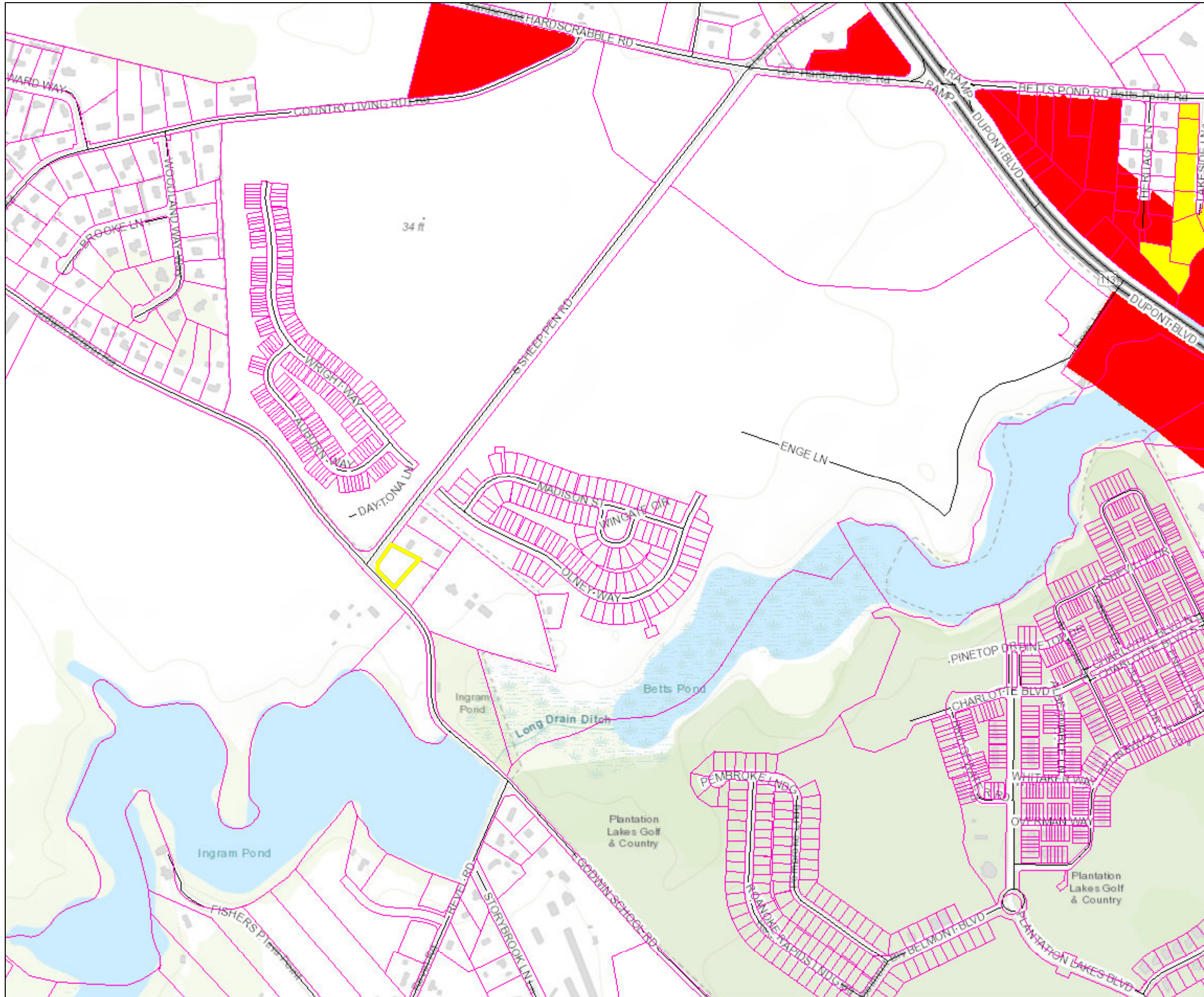
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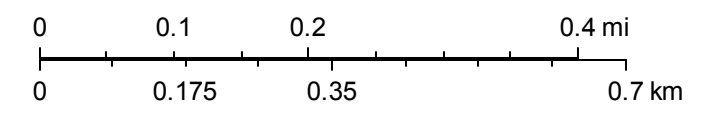
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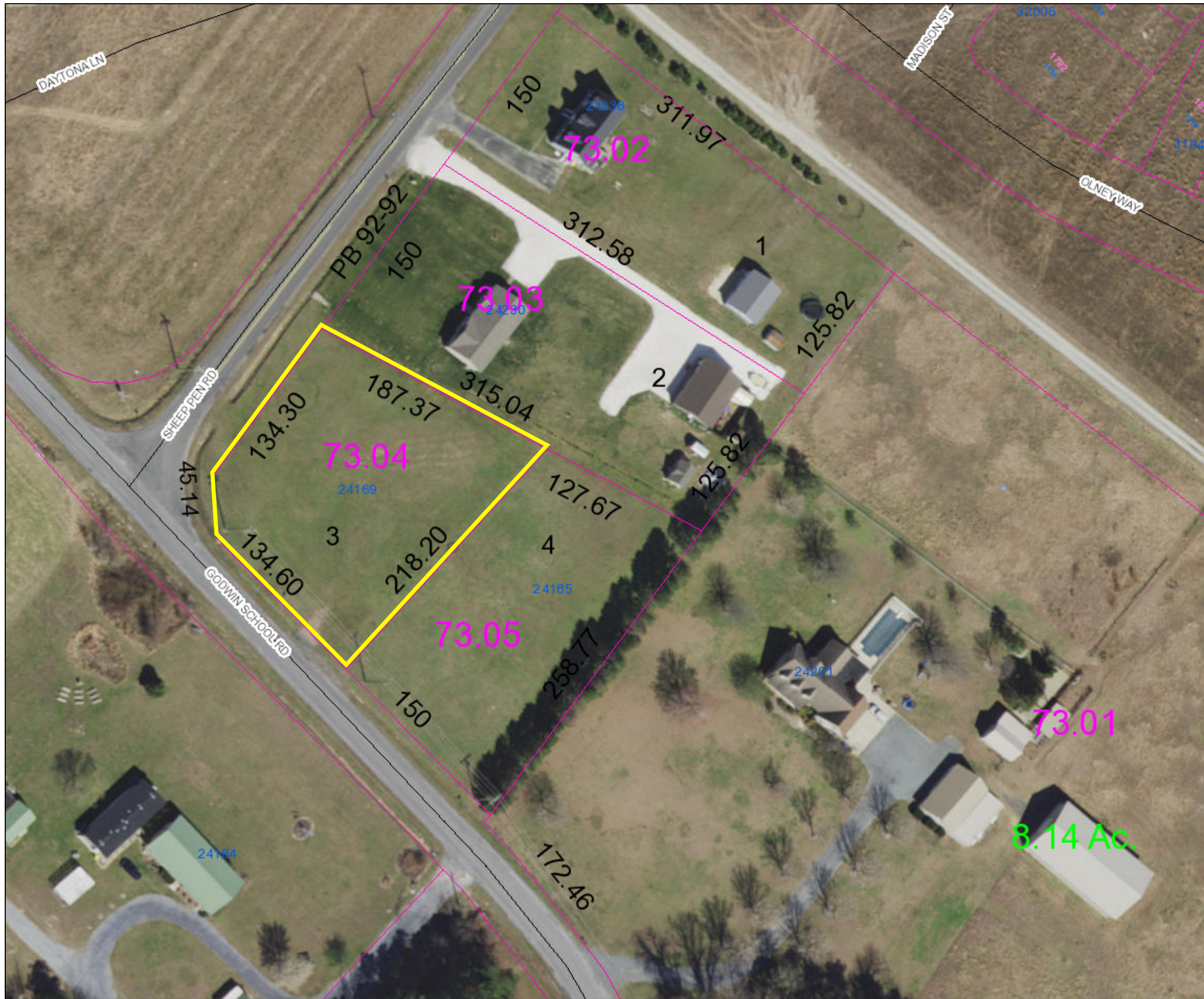
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Sussex County



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