



# **Sussex County Council Public/Media Packet**

**MEETING:  
April 24, 2018**

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**Sussex County Council  
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MICHAEL H. VINCENT, PRESIDENT  
GEORGE B. COLE, VICE PRESIDENT  
ROBERT B. ARLETT  
IRWIN G. BURTON III  
SAMUEL R. WILSON JR.



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CLERK

# Sussex County Council

## A G E N D A

APRIL 24, 2018

10:00 A.M.

### Call to Order

### Approval of Agenda

### Approval of Minutes

### Reading of Correspondence

### Public Comments

### Todd Lawson, County Administrator

1. Fair Housing Proclamation – Sussex County Association of Realtors
2. Administrator's Report

### Hans Medlarz, County Engineer

1. Delaware Coastal Business Park
  - A. Lease Agreement for Lease Area 2
2. Bulk Delivery of Granular Lime, Contract #18-17
  - A. Recommendation to Award
3. 2018 Sussex County Delaware Coastal Airport, Industrial Park and Business Park Property Maintenance RFP
  - A. Recommendation to Award



**4. General Labor & Equipment Contract**

**A. Change Order No. 9**

**5. Easement Request for Tax Parcel No. 533-18.00-15.00 by Artesian Water Company, Inc.**

**Grant Requests**

- 1. City of Seaford for Nanticoke Riverfest**
- 2. Big Brothers Big Sisters of Delaware for Bowl for Kids' Sake fundraiser**
- 3. First State Community Action Agency for golf tournament fundraiser**

**Introduction of Proposed Zoning Ordinances**

**Council Members' Comments**

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

**Possible Action on Executive Session Items**

**Adjourn**

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Sussex County Council meetings can be monitored on the internet at [www.sussexcountysde.gov](http://www.sussexcountysde.gov).

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In accordance with 29 Del. C. §10004(e)(2), this Agenda was posted on April 17, 2018 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 listed may be considered out of sequence.

###

## **SUSSEX COUNTY COUNCIL - GEORGETOWN, DELAWARE, APRIL 17, 2018**

A regularly scheduled meeting of the Sussex County Council was held on Tuesday, April 17, 2018, at 10:00 a.m., in the Council Chambers, Sussex County Administrative Office Building, Georgetown, Delaware, with the following present:

<b>Michael H. Vincent</b>	<b>President</b>
<b>George B. Cole</b>	<b>Vice President</b>
<b>Robert B. Arlett</b>	<b>Councilman</b>
<b>Irwin G. Burton III</b>	<b>Councilman</b>
<b>Samuel R. Wilson Jr.</b>	<b>Councilman</b>
<b>Todd F. Lawson</b>	<b>County Administrator</b>
<b>Gina A. Jennings</b>	<b>Finance Director</b>
<b>J. Everett Moore Jr.</b>	<b>County Attorney</b>

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

### **Call to Order**

Mr. Vincent called the meeting to order.

### **M 222 18 Approve Agenda**

A Motion was made by Mr. Arlett, seconded by Mr. Wilson, to approve the Agenda, as posted.

Motion Adopted: 5 Yeas.

Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;  
Mr. Wilson, Yea; Mr. Cole, Yea;  
Mr. Vincent, Yea

### **Minutes**

The minutes of April 10, 2018 were approved by consent.

### **Public Comments**

#### **Public Comments**

Dan Kramer commented on traffic on Route One.

### **DTCC Production Agriculture Education Center**

Dr. Bobbi Barends, Vice President and Campus Director, Delaware Technical Community College, was in attendance with staff and students representing the College's Production Agriculture Education Center to present a plaque to Council in appreciation of the Council's support and \$50,000 donation to the Program.

### **Procla- mation/ National Service Recognition Day**

The Council presented a Proclamation entitled "PROCLAIMING APRIL 3, 2018, AS NATIONAL SERVICE RECOGNITION DAY IN SUSSEX COUNTY" to Nancy Greene, Programs Manager for Sussex County Habitat for Humanity. Ms. Greene reported that over 100 people serve in Sussex County in agencies such as Teach For America, Reading Assist, Habitat for Humanity, Senior Assist Program, Foster Grandparents, and Senior Corps.

**Wastewater Agreement**

**Mr. Lawson presented a wastewater agreement for Council's consideration.**

**M 223 18  
Execute  
Wastewater Agreement**

**A Motion was made by Mr. Arlett, seconded by Mr. Cole, based upon the recommendation of the Engineering Department, for Sussex County Project No. 81-04, Agreement No. 53-1, that the Sussex County Council execute a Construction Administration and Construction Inspection Agreement between Sussex County Council and Breakwater Beach, LLC for wastewater facilities to be constructed in Breakwater Beach (Parcels 421-428), located in the Bethany Beach Sanitary Sewer District.**

**Motion Adopted: 5 Yeas.**

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;  
Mr. Wilson, Yea; Mr. Cole, Yea;  
Mr. Vincent, Yea**

**Adminis-  
trator's  
Report**

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

**1. Sussex County Council Comprehensive Land Use Plan Workshop**

**The next Sussex County Council Comprehensive Land Use Plan Workshop will be held on Wednesday, April 18<sup>th</sup>, at 9:30 a.m. in Council Chambers. A copy of the agenda is attached.**

**2. Delaware State Police Activity Report**

**The Delaware State Police year-to-date activity report for March 2018 is attached listing the number of violent crime and property crime arrests, as well as total traffic charges and corresponding arrests. In addition, DUI and total vehicle crashes investigated are listed. In total, there were 190 troopers assigned to Sussex County for the month of March.**

**3. 2018 Emergency Services Awards**

**The 2018 Sussex County Emergency Services Awards banquet was held on Saturday, April 7<sup>th</sup>, at the Blades Fire Hall. This annual banquet is sponsored by the Sussex County Volunteer Ambulance Association, Sussex County Paramedic Association, and Sussex County EMS. The following county employees were recognized this year by their peers for their performance in 2017:**

**SCEMS Awards**

- Emergency Communications Specialist of the Year – Dave Perrine**
- Administrative Excellence – Rob Mauch**
- Field Training Officer of the Year – Wayne Jester**

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

- **District Supervisor of the Year – Russell Hooper**
- **SCEMS Paramedic of the Year – Chaz Tennermann**

**Sussex County Volunteer Ambulance Association Award**

- **SCVAA Paramedic of the Year – Greg Bell**

**SCEMS Director's "Caring People" Awards**

**(Call in Ocean View – successful resuscitation of a 42-year-old female in cardiac arrest with a full recovery)**

- **Dispatcher – Ryan Fletcher**
- **SCEMS Paramedics – Jordan Dattoli and Amanda McCloskey**

**A copy of the press release listing all of the individuals recognized during the banquet is attached. We would like to extend our congratulations to each of the award winners.**

**4. Ira Hitchens**

**It is with sadness that we note the passing of county pensioner Ira Hitchens on Monday, April 16<sup>th</sup>. Mr. Hitchens began his career with Sussex County in October 2001 and retired from the Constable's Office as a Constable in January 2015 with 13 years of service. We wish to extend our condolences to the Hitchens family.**

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

**Insurance  
Broker  
Recommen-  
dation**

**Mrs. Jennings and Scott Agar from Insurance Buyers' Council (IBC) discussed a recommendation to hire Alliant as the County's insurance broker. As a result of a Request for Proposals (RFP) for an insurance broker issued in March, the County received six proposals. They reported that four of the six firms were interviewed and that staff and Mr. Agar are recommending that Alliant be selected.**

**M 224 18  
Hire  
Alliant/  
Broker  
Services**

**A Motion was made by Mr. Arlett, seconded by Mr. Cole, that the Sussex County Council hire Alliant to provide broker services for the next three years, with the option to renew for two additional one year periods, as recommended by IBC and the Finance Department.**

**Motion Adopted: 5 Yeas.**

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;  
Mr. Wilson, Yea; Mr. Cole, Yea;  
Mr. Vincent, Yea**

<b>Comprehensive Plan/Scope of Work</b>	<b>Janelle Cornwell, Planning and Zoning Director, reported on an expanded scope of work with McCormick Taylor regarding the 2018 Comprehensive Plan. She reported that the expanded scope includes an additional 224 hours of work for an additional cost not to exceed \$35,213.08.</b>
<b>M 225 18 Accept Expanded Scope of Work/ Comprehensive Plan</b>	<p><b>A Motion was made by Mr. Cole, seconded by Mr. Arlett, that the Sussex County Council accepts the expanded scope of work for the 2018 Comprehensive Plan for an amount not to exceed \$35,213.08.</b></p> <p><b>Motion Adopted: 5 Yeas.</b></p> <p><b>Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea; Mr. Wilson, Yea; Mr. Cole, Yea; Mr. Vincent, Yea</b></p>
<b>Fair Housing Presentation and Proclamation</b>	<b>Brandy Nauman, Housing Coordinator &amp; Fair Housing Compliance Officer, gave a presentation on the 50th Anniversary of the Fair Housing Act, including Sussex County's Fair Housing efforts. The Council presented a Proclamation entitled "PROCLAIMING THE MONTH OF APRIL AS FAIR HOUSING MONTH IN SUSSEX COUNTY".</b>
<b>Proposed Diamond Acres Street-lighting District</b>	<p><b>Patti Deptula, Director of Special Projects, presented a request for the Proposed Diamond Acres Proposed Streetlighting District. The subdivision is located on Irons Branch Road; there are a total of 23 tax parcels in the district boundary with 22 residential improvements. Ms. Deptula reported that a written request for petitions was received from the Diamond Acres Community Association in September 2017 asking that a streetlighting district be formed within the community and that the petition forms were mailed out and six (6) valid forms were received.</b></p> <p><b>Ms. Deptula reported that at a meeting with the Community Association, a question was raised as to extending the district boundaries to include all of the strip lots located along Iron Branch, Bunting, and Power Plant roads. Thereafter, a written request was received from several property owners asking to extend the district boundaries. Engineering staff decided to proceed with the September 2017 request for East and West Diamond Street and if this Proposed Streetlighting District is approved, the County can proceed with an extension request.</b></p> <p><b>Ms. Deptula presented information and preliminary estimated costs relating to the electric provider, and installation and layout of equipment.</b></p>
<b>M 226 18 Estimated Billing Rates/ Diamond Acres SLD</b>	<b>A Motion was made by Mr. Cole, seconded by Mr. Arlett, that the Sussex County Council, based upon the recommendation of the Sussex County Engineering Department, approves an estimated annual billing rate of \$69.11 for each assessable residential or commercial improvement within the boundaries of the Proposed Sussex County Chapter 95 Diamond Acres Streetlighting District; as required by Chapter 95 of the Sussex County Code, if the streetlighting district is formed, the annual billing rate will be</b>

**M 226 18**            **adjusted each billing year, based upon all streetlighting costs and the actual**  
**(continued)**        **number of assessable improvements within the district boundaries.**

**Motion Adopted:        5 Yeas.**

**Vote by Roll Call:        Mr. Arlett, Yea; Mr. Burton, Yea;**  
                              **Mr. Wilson, Yea; Mr. Cole, Yea;**  
                              **Mr. Vincent, Yea**

**M 227 18**            **A Motion was made by Mr. Arlett, seconded by Mr. Wilson, to Adopt**  
**Adopt**                **Resolution No. R 007 18 entitled “A RESOLUTION TO ESTABLISH THE**  
**R 007 18**            **DATE, TIME, AND PLACE OF AN ELECTION TO BE HELD TO**  
                              **CONSIDER THE QUESTION OF ESTABLISHING THE PROPOSED**  
                              **DIAMOND ACRES STREETLIGHTING DISTRICT”.**

**Motion Adopted:        5 Yeas.**

**Vote by Roll Call:        Mr. Arlett, Yea; Mr. Burton, Yea;**  
                              **Mr. Wilson, Yea; Mr. Cole, Yea;**  
                              **Mr. Vincent, Yea**

**Arbor-Lyn/**        **John Ashman, Director of Utility Planning, presented for Council’s**  
**Use of**                **consideration a Use of Existing Infrastructure Agreement with Arbor-Lyn**  
**Existing**                **Rehoboth Beach, LLC for the Arbor-Lyn project in the West Rehoboth**  
**Infra-**                **Area. This agreement allows the wastewater originating from the approved**  
**structure**                **project, as well as off-site equivalent dwelling units, to be conveyed through**  
**Agreement**            **the existing transmission system previously constructed by the County.**  
                              **Under the proposed arrangement, Arbor-Lyn development will construct a**  
                              **gravity collection system that will connect to existing regional**  
                              **infrastructure. In return for utilization of said infrastructure, Arbor-Lyn**  
                              **Rehoboth Beach, LLC will contribute \$31,936.28 for the perpetual use of**  
                              **these transmission facilities to serve 144 Equivalent Dwelling Units.**

**M 228 18**            **A Motion was made by Mr. Arlett, seconded by Mr. Burton, based upon the**  
**Approve**                **recommendation of the Engineering Department, that Sussex County**  
**Use of**                **Council approves the Use of Existing Infrastructure Agreement between**  
**Existing**                **Sussex County and Arbor-Lyn Rehoboth Beach, LLC for capacity**  
**Infra-**                **allocation and the regional transmission system, as presented on this date.**  
**structure**

**Agreement**        **Motion Adopted:        5 Yeas.**

**Vote by Roll Call:        Mr. Arlett, Yea; Mr. Burton, Yea;**  
                              **Mr. Wilson, Yea; Mr. Cole, Yea;**  
                              **Mr. Vincent, Yea**

**Magee**                **Hans Medlarz, County Engineer, presented a proposal for an expanded**  
**Farms**                **farm lease with Magee Farms, noting that this is a result of two parcels**  
**Lease**                **becoming available on Park Avenue in Georgetown (airport related parcels)**  
**Amend-**                **for a non-irrigated farm land lease. The Engineering Department contacted**  
**ment**



**Magee Farms  
(continued)**

three of the current lease holders for a proposal and Magee Farms offered the highest lease price at \$100 per acre. It was noted that the Magee's have a current lease, valid through the year 2021 for two properties on Route 24.

**M 229 18  
Approve  
Lease  
Modifi-  
cation/  
Magee  
Farms**

A Motion was made by Mr. Wilson, seconded by Mr. Arlett, based upon the recommendation of the Engineering Department, that the Sussex County Council approves a modification to the Magee Farms Lease Agreement, as presented.

**Motion Adopted: 5 Yeas.**

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;  
Mr. Wilson, Yea; Mr. Cole, Yea;  
Mr. Vincent, Yea**

**IBRWF/  
Contract  
Amend-  
ment**

Mr. Medlarz presented Contract Amendment 7A for design modifications in the amount of \$300,553.00 for the Inland Bays Regional Wastewater Facility – Additional Facility Design – Dryer Design Modifications.

**M 230 18  
Approve  
Contract  
Amend-  
ment/  
IBRWF/  
North  
Coastal  
Planning  
Area**

A Motion was made by Mr. Arlett, seconded by Mr. Wilson, based upon the recommendation of the Engineering Department, that Amendment 7A to the Base Engineering Contract for the North Coastal Planning Area with Whitman Requardt and Associates be approved in the amount not to exceed \$300,553.00 for the expanded final design scope at the Inland Bays Regional Wastewater Treatment Facility.

**Motion Adopted: 5 Yeas.**

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;  
Mr. Wilson, Yea; Mr. Cole, Yea;  
Mr. Vincent, Yea**

**Love Creek  
Woods  
Contract**

Mr. Medlarz presented bid results and award recommendation for the Love Creek Woods – Master Plumber Services Contract.

**M 231 18  
Award  
Master  
Plumbing  
Contract/  
Love Creek  
Woods**

A Motion was made by Mr. Arlett, seconded by Mr. Cole, based upon the recommendation of the Engineering Department, that the Love Creek Woods – Master Plumbing Contract be awarded to WM Water & Sewer, LLC for their low bid of \$101,180.00 for the Base Bid, Bid Alternate 5 and 6, contingent upon receipt of third party funds.

**Motion Adopted: 5 Yeas.**

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;  
Mr. Wilson, Yea; Mr. Cole, Yea;  
Mr. Vincent, Yea**

**Wolfe  
Runne  
Sewer  
Service  
Request**

**Mr. Medlarz reported on a request made by the Wolfe Runne Homeowners Association (HOA) that Sussex County consider a capital project allowing them to be integrated in the Sussex County Unified Sanitary Sewer District. The HOA conducted a formal ballot vote which depicted 81% of the lot owners are in favor of transitioning from private on-site septic systems to a central County run sewer system. The Engineering Department is requesting the Council's concurrence to proceed with an application for funding to provide sanitary sewer service to the Wolfe Runne community.**

**M 232 18  
Proceed  
with  
Funding  
Application/  
Wolfe  
Runne  
Sewer  
Service**

**A Motion was made by Mr. Wilson, seconded by Mr. Arlett, based upon the recommendation of the Engineering Department, that the Sussex County Council grants the Engineering Department permission to proceed with an application for funding to provide central sanitary sewer service to the Wolfe Runne community, as presented on this date.**

**Motion Adopted: 5 Yeas.**

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;  
Mr. Wilson, Yea; Mr. Cole, Yea;  
Mr. Vincent, Yea**

**Freezer/  
Cooler Unit/  
Bid Results**

**Mr. Medlarz presented the bid results and award recommendation for a Walk-In Freezer/Cooler Unit, (Project #18-18) for the procurement and installation of a freezer unit at the County owned Arena's Coastal Airport Restaurant.**

**M 233 18  
Award  
Freezer/  
Cooler Unit  
Contract**

**A Motion was made by Mr. Arlett, seconded by Mr. Wilson, based upon the recommendation of the Engineering Department, that Contract #18-18, Walk-In Freezer/Cooler Unit, be awarded to Douglas Food Stores, Inc., for their low bid of \$36,344.56.**

**Motion Adopted: 4 Yeas, 1 Absent.**

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;  
Mr. Wilson, Yea; Mr. Cole, Absent;  
Mr. Vincent, Yea**

**Fencing  
Services/  
Project  
C/O**

**Mr. Medlarz presented Change Order No. 1 in the amount of \$69,711.30 to the Sussex County Fencing Services Contract, Project 17-14, to accommodate additional fencing around the boundaries of the Angola Landfill for enhanced access control.**

**M 234 18  
Approve  
Change  
Order/  
Fencing  
Services  
Contract**

**A Motion was made by Mr. Arlett, seconded by Mr. Wilson, based upon the recommendation of the Engineering Department, that Change Order No. 1 for Contract #17-14, Sussex County Fencing Services, be approved, which increases the contract amount by \$18,319.50, for a new total of \$69,711.30.**

**Motion Adopted: 5 Yeas.**

**M 234 18  
(continued)**

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;  
Mr. Wilson, Yea; Mr. Cole, Yea;  
Mr. Vincent, Yea**

**Grant  
Requests**

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

**M 235 18  
Council-  
manic  
Grant**

**A Motion was made by Mr. Arlett, seconded by Mr. Wilson, to give \$200.00 (\$50.00 each from Mr. Arlett's, Mr. Cole's, Mr. Vincent's, and Mr. Wilson's Councilmanic Grant Accounts) to the Delaware Seaside Railroad Club for rental costs associated with school workshops.**

**Motion Adopted: 5 Yeas.**

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;  
Mr. Wilson, Yea; Mr. Cole, Yea;  
Mr. Vincent, Yea**

**M 236 18  
Council-  
manic  
Grant**

**A Motion was made by Mr. Cole, seconded by Mr. Burton, to give \$1,200.00 (\$600.00 each from Mr. Cole's and Mr. Burton's Councilmanic Grant Accounts) to the Greater Lewes Foundation for The History Book Festival.**

**Motion Adopted: 5 Yeas.**

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;  
Mr. Wilson, Yea; Mr. Cole, Yea;  
Mr. Vincent, Yea**

**M 237 18  
Council-  
manic  
Grant**

**A Motion was made by Mr. Burton, seconded by Mr. Arlett, to give \$600.00 from Mr. Burton's Councilmanic Grant Account to the Slaughter Neck Community Action Organization for Senior Center kitchen upgrades.**

**Motion Adopted: 5 Yeas.**

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;  
Mr. Wilson, Yea; Mr. Cole, Yea;  
Mr. Vincent, Yea**

**M 238 18  
Council-  
manic  
Grant**

**A Motion was made by Mr. Cole, seconded by Mr. Burton, to give \$400.00 (\$200.00 each from Mr. Cole's and Mr. Burton's Councilmanic Grant Accounts) to the Lewes Rehoboth Rotary Club for advertisement in the *Great Walks & Trails in Sussex County* publication.**

**Motion Adopted: 5 Yeas.**

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;  
Mr. Wilson, Yea; Mr. Cole, Yea;  
Mr. Vincent, Yea**

**M 239 18 Councilmanic Grant**      **A Motion was made by Mr. Arlett, seconded by Mr. Wilson, to give \$1,000.00 (\$500.00 each from Mr. Vincent's and Mr. Arlett's Councilmanic Grant Accounts) to the Town of Laurel (on behalf of the Independence Day Committee) for the Fourth of July fireworks show.**

**Motion Adopted:      5 Yeas.**

**Vote by Roll Call:      Mr. Arlett, Yea; Mr. Burton, Yea;  
Mr. Wilson, Yea; Mr. Cole, Yea;  
Mr. Vincent, Yea**

**M 240 18 Councilmanic Grant**      **A Motion was made by Mr. Cole, seconded by Mr. Wilson, to give \$500.00 from Mr. Vincent's Councilmanic Grant Account to Seaford Tomorrow for 1st Saturdays in Seaford events.**

**Motion Adopted:      5 Yeas.**

**Vote by Roll Call:      Mr. Arlett, Yea; Mr. Burton, Yea;  
Mr. Wilson, Yea; Mr. Cole, Yea;  
Mr. Vincent, Yea**

**M 241 18 Councilmanic Grant**      **A Motion was made by Mr. Cole, seconded by Mr. Wilson, to give \$500.00 from Mr. Cole's Councilmanic Grant Account to the Rehoboth Art League for the arbor project.**

**Motion Adopted:      5 Yeas.**

**Vote by Roll Call:      Mr. Arlett, Yea; Mr. Burton, Yea;  
Mr. Wilson, Yea; Mr. Cole, Yea;  
Mr. Vincent, Yea**

**Introduction of Proposed Ordinance**      **Mr. Cole introduced the Proposed Ordinance entitled "AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A C-3 HEAVY COMMERCIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 3.51 ACRES, MORE OR LESS" (Change of Zone No. 1855) filed on behalf of Kirk Salva; KH Sussex, LLC (Tax I.D. No. 234-11.00-56.09, 56.03, and 56.02) (911 Address: Not Available).**

**The Proposed Ordinance will be advertised for Public Hearing.**

**M 242 18 Go Into Executive Session**      **At 11:21 a.m., a Motion was made by Mr. Cole, seconded by Mr. Arlett, to recess the Regular Session and go into Executive Session for the purpose of discussing matters relating to pending/potential litigation and land acquisition.**

**Motion Adopted:      5 Yeas.**

**M 242 18**

(continued)

**Vote by Roll Call:**

**Mr. Arlett, Yea; Mr. Burton, Yea;**  
**Mr. Wilson, Yea; Mr. Cole, Yea;**  
**Mr. Vincent, Yea**

<b>Executive Session</b>	<b>At 11:28 a.m., an Executive Session of the Sussex County Council was held in the Basement Caucus Room to discuss matters relating to pending/potential litigation and land acquisition. The Executive Session concluded at 12:33 p.m.</b>
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**M 243 18** At 12:34 p.m., a Motion was made by Mr. Cole, seconded by Mr. Burton, to  
**Reconvene** come out of Executive Session and to reconvene the Regular Session.

**Motion Adopted: 3 Yeas, 2 Absent.**

**Vote by Roll Call: Mr. Arlett, Absent; Mr. Burton, Yea;  
Mr. Wilson, Absent; Mr. Cole, Yea;  
Mr. Vincent, Yea**

**E/S Action**      **There was no action on Executive Session matters.**

**M 244 18** At 12:35 p.m., a Motion was made by Mr. Cole, seconded by Mr. Burton, to  
**Recess** recess until 1:30 p.m.

**Motion Adopted: 3 Yeas, 2 Absent.**

**Vote by Roll Call: Mr. Arlett, Absent; Mr. Burton, Yea;  
Mr. Wilson, Absent; Mr. Cole, Yea;  
Mr. Vincent, Yea**

**M 245 18** At 1:34 p.m., a Motion was made by Mr. Wilson, seconded by Mr. Arlett, to  
**Reconvene** reconvene.

**Motion Adopted: 5 Yeas.**

**Vote by Roll Call:** Mr. Arlett, Yea; Mr. Burton, Yea;  
Mr. Wilson, Yea; Mr. Cole, Yea;  
Mr. Vincent, Yea

**Rules**      **Mr. Moore read the rules for zoning hearings.**

<b>Public Hearing/ CU 2119</b>	<p><b>A Public Hearing was held on the Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR AUTOMOTIVE SALES WITH MINOR REPAIRS AND CONTRACTOR OFFICE WITH STORAGE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN GEORGETOWN HUNDRED, SUSSEX COUNTY, CONTAINING 0.909 ACRES, MORE OR LESS” (Conditional Use No. 2119) filed on behalf of Chad Hayes (Tax I.D. No. 135-15.00-40.00) (911 Address: 22091 Lewes-Georgetown Highway,</b></p>
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**Public  
Hearing/  
CU 2119  
(continued)**

**Georgetown).**

**The Planning and Zoning Commission held a Public Hearing on this application on March 8, 2018 at which time action was deferred. On March 22, 2018, the Commission recommended approval with the following conditions:**

- A. The hours of operation shall be from 8:00 a.m. to 6:00 p.m., Monday through Saturday.**
- B. One lighted sign, not to exceed 32 square feet per side, shall be permitted.**
- C. Security lighting shall be downward screened and shall be directed away from neighboring properties and roadways.**
- D. Any dumpsters shall be screened from view of neighbors and roadways. The dumpster locations shall be shown on the Final Site Plan.**
- E. All repairs shall be performed indoors. No automobile parts shall be stored outside.**
- F. No junked, unregistered or permanently inoperable vehicles or trailers shall be stored on the site.**
- G. No more than 12 cars shall be displayed for sale on the site at any one time.**
- H. All display areas, parking and storage areas shall be clearly depicted on the Final Site Plan.**
- I. The use shall be subject to any DelDOT entrance and roadway requirements.**
- J. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning and Zoning Commission.**

**(See the minutes of the Planning and Zoning Commission dated March 8 and 22, 2018.)**

**Janelle Cornwell, Planning and Zoning Director, presented the application.**

**Chad Hayes, Applicant, was present and stated that the existing Conditional Use for the property is for a go-kart business with parts and repairs and a contractor's office with building material storage; that the go-kart business is dying off and he now wants to sell automobiles and make minor repairs to automobiles that he wishes to sell; that he wishes to keep the existing contractor's office on the site; that the same buildings will remain; that there is adequate parking; and that he wishes to be able to have at least 20 vehicles, instead of the 12 recommended by the Planning and Zoning Commission.**

**There were no public comments.**

**The Public Hearing and public record were closed.**

**M 246 18  
Amend  
Recom-  
mended  
Condition**

A Motion was made by Mr. Wilson, seconded by Mr. Arlett, to amend Condition G recommended by the Planning and Zoning Commission to read as follows: No more than 20 cars shall be on the site at any one time excluding customer or employee vehicles.

**Motion Adopted: 5 Yeas.**

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;  
Mr. Wilson, Yea; Mr. Cole, Yea;  
Mr. Vincent, Yea**

**M 247 18  
Amend  
Recom-  
mended  
Condition**

A Motion was made by Mr. Wilson, seconded by Mr. Arlett, to amend Condition F recommended by the Planning and Zoning Commission to read as follows: No junked or permanently inoperable vehicles or salvaged vehicles or trailers shall be stored on the site.

**Motion Adopted: 5 Yeas.**

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;  
Mr. Wilson, Yea; Mr. Cole, Yea;  
Mr. Vincent, Yea**

**M 248 18  
Adopt  
Ordinance  
No. 2571/  
CU 2119**

A Motion was made by Mr. Arlett, seconded by Mr. Wilson, to Adopt Ordinance No. 2571 entitled "AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR AUTOMOTIVE SALES WITH MINOR REPAIRS AND CONTRACTOR OFFICE WITH STORAGE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN GEORGETOWN HUNDRED, SUSSEX COUNTY, CONTAINING 0.909 ACRES, MORE OR LESS" (Conditional Use No. 2119) filed on behalf of Chad Hayes, with the following conditions:

- A. The hours of operation shall be from 8:00 a.m. to 6:00 p.m., Monday through Saturday.
- B. One lighted sign, not to exceed 32 square feet per side, shall be permitted.
- C. Security lighting shall be downward screened and shall be directed away from neighboring properties and roadways.
- D. Any dumpsters shall be screened from view of neighbors and roadways. The dumpster locations shall be shown on the Final Site Plan.
- E. All repairs shall be performed indoors. No automobile parts shall be stored outside.
- F. No junked or permanently inoperable or salvaged vehicles or trailers shall be stored on the site.
- G. No more than 20 cars shall be on the site at any one time excluding customer or employee vehicles.
- H. All display areas, parking and storage areas shall be clearly depicted on the Final Site Plan.
- I. The use shall be subject to any DelDOT entrance and roadway

**M 248 18  
Adopt  
Ordinance  
No. 2571/  
CU 2119  
(continued)**

**requirements.**

**J. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning and Zoning Commission.**

**Motion Adopted: 5 Yeas.**

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;  
Mr. Wilson, Yea; Mr. Cole, Yea;  
Mr. Vincent, Yea**

**Public  
Hearing/  
CU 2121**

**A Public Hearing was held on the Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A TREE CARE BUSINESS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SEAFORD HUNDRED, SUSSEX COUNTY, CONTAINING 3.9713 ACRES, MORE OR LESS” (Conditional Use No. 2121) filed on behalf of Cheryl Webster and Kenna Nethken (Tax I.D. No. 331-6.00-134.00) (911 Address: 10404 Old Furnace Road, Seaford).**

**The Planning and Zoning Commission held a Public Hearing on this application on April 12, 2018 at which time the Commission recommended approval with the following conditions:**

- A. As stated by the Applicant, most of the work shall occur offsite. There shall be no retail sales from this site, and there shall not be any stockpiles of dirt, mulch or similar materials on the site.**
- B. There shall be one lighted sign advertising this use on the site. The sign shall not exceed 32 square feet per side.**
- C. The hours of operation shall be from 7:00 a.m. until 5:00 p.m., Monday through Saturday, with extra hours permitted for emergency needs.**
- D. All security lighting shall be screened so that it does not shine onto neighboring properties or roadways.**
- E. All dumpsters shall be screened from view from neighboring properties or roadways.**
- F. All required parking spaces shall be clearly marked on the Final Site Plan and on the site itself, including areas set aside for equipment parking and storage.**
- G. The application shall comply with all DelDOT entrance or roadway improvement requirements.**
- H. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning and Zoning Commission.**

**(See the minutes of the Planning and Zoning Commission dated April 12, 2018.)**

**Janelle Cornwell, Planning and Zoning Director, presented the application.**

**Kenna Nethken, Applicant, was present and stated that the business has been in existence on this site for 23 years; that he did not know he was in**



**Public  
Hearing/  
CU 2121  
(continued)**

violation; that an entrance exists and he is aware he needs approval from DelDOT; that there is adequate buffering; that he has had no complaints from neighbors; and that he found out he needed a Conditional Use when the new building on his property was inspected.

**Public comments were heard.**

**Ricky Thurman spoke in support of the application.**

**There were no public comments in opposition to the application.**

**The Public Hearing and public record were closed.**

**M 249 18  
Amend  
Condition**

A Motion was made by Mr. Wilson, seconded by Mr. Arlett, to delete Condition B recommended by the Planning and Zoning Commission and to replace it with the following: The existing sign shall be allowed to remain. If the sign is removed, it may be replaced with a sign of the same size.

**Motion Adopted: 5 Yeas.**

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;  
Mr. Wilson, Yea; Mr. Cole, Yea;  
Mr. Vincent, Yea**

**M 250 18  
Adopt  
Ordinance  
No. 2572/  
CU 2121**

A Motion was made by Mr. Arlett, seconded by Mr. Wilson, to Adopt Ordinance No. 2572 entitled "AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A TREE CARE BUSINESS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SEAFORD HUNDRED, SUSSEX COUNTY, CONTAINING 3.9713 ACRES, MORE OR LESS" (Conditional Use No. 2121) filed on behalf of Cheryl Webster and Kenna Nethken, with the following conditions:

- A. As stated by the Applicant, most of the work shall occur offsite. There shall be no retail sales from this site, and there shall not be any stockpiles of dirt, mulch or similar materials on the site.
- B. The existing sign shall be allowed to remain. If the sign is removed, it may be replaced with a sign of the same size.
- C. The hours of operation shall be from 7:00 a.m. until 5:00 p.m., Monday through Saturday, with extra hours permitted for emergency needs.
- D. All security lighting shall be screened so that it does not shine onto neighboring properties or roadways.
- E. All dumpsters shall be screened from view from neighboring properties or roadways.
- F. All required parking spaces shall be clearly marked on the Final Site Plan and on the site itself, including areas set aside for equipment parking and storage.
- G. The application shall comply with all DelDOT entrance or roadway improvement requirements.

**M 250 18  
(continued)**

**H. The Final Site Plan shall be subject to the review and approval of the  
Sussex County Planning and Zoning Commission**

**Motion Adopted: 5 Yeas.**

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;  
Mr. Wilson, Yea; Mr. Cole, Yea;  
Mr. Vincent, Yea**

**Public  
Hearing/  
CU 2122**

**A Public Hearing was held on the Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A PLANT, TREE, AND LAWN CARE DIAGNOSTIC CENTER TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 4.0 ACRES, MORE OR LESS” (Conditional Use No. 2122) filed on behalf of Richard Thurman Jr. (Arbor Care) (Tax I.D. No. 234-6.00-88.01) (911 Address: 20182 Robinsonville Road, Lewes).**

**The Planning and Zoning Commission held a Public Hearing on this application on March 22, 2018 at which time the Commission recommended approval with the following conditions:**

- A. As stated by the Applicant, most of the work shall occur offsite. There shall be no retail sales from this site, and there shall not be any stockpiles of dirt, mulch or similar materials on the site.**
- B. As stated by the Applicant, there shall not be any sign advertising this use on the site.**
- C. The hours of operation shall be from 6:00 a.m. until 8:00 p.m., 7 days per week, with extra hours permitted for emergency needs such as snowplowing.**
- D. All security lighting shall be screened so that it does not shine onto neighboring properties or roadways.**
- E. All dumpsters shall be screened from view from neighboring properties or roadways.**
- F. All required parking spaces shall be clearly marked on the Final Site Plan and on the site itself, including areas set aside for equipment parking and storage.**
- G. The application shall comply with all DelDOT entrance or roadway improvement requirements.**
- H. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning and Zoning Commission.**

**(See the minutes of the Planning and Zoning Commission dated March 22, 2018.)**

**Janelle Cornwell, Planning and Zoning Director, presented the application.**

**Public  
Hearing/  
CU 2122  
(continued)**

Ricky Thurman, Applicant and President of the Company, was present and stated that his residence is located on the site; that he has planted trees around the entire parcel; that the surrounding area is agriculture; that his business is a lawncare diagnostic and consulting business; and that equipment (trucks, trucks with sprayers, and four wheelers) is parked in the garage or on the other side of the building.

There were no public comments.

The Public Hearing and public record were closed.

**M 251 18  
Adopt  
Ordinance  
No. 2573/  
CU 2122**

A Motion was made by Mr. Arlett, seconded by Mr. Wilson, to Adopt Ordinance No. 2573 entitled "AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A PLANT, TREE, AND LAWN CARE DIAGNOSTIC CENTER TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 4.0 ACRES, MORE OR LESS" (Conditional Use No. 2122) filed on behalf of Richard Thurman Jr. (Arbor Care), with the following conditions:

- A. As stated by the Applicant, most of the work shall occur offsite. There shall be no retail sales from this site, and there shall not be any stockpiles of dirt, mulch or similar materials on the site.
- B. As stated by the Applicant, there shall not be any sign advertising this use on the site.
- C. The hours of operation shall be from 6:00 a.m. until 8:00 p.m., 7 days per week, with extra hours permitted for emergency needs such as snowplowing.
- D. All security lighting shall be screened so that it does not shine onto neighboring properties or roadways.
- E. All dumpsters shall be screened from view from neighboring properties or roadways.
- F. All required parking spaces shall be clearly marked on the Final Site Plan and on the site itself, including areas set aside for equipment parking and storage.
- G. The application shall comply with all DelDOT entrance or roadway improvement requirements.
- H. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning and Zoning Commission.

**Motion Adopted: 5 Yeas.**

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;  
Mr. Wilson, Yea; Mr. Cole, Yea;  
Mr. Vincent, Yea**

**Public  
Hearing/  
CZ 1847**

A Public Hearing was held on the Proposed Ordinance entitled “AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A CR-1 COMMERCIAL RESIDENTIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN BROAD CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 2.09 ACRES, MORE OR LESS” (Change of Zone No. 1847) filed on behalf of Winsferd Ray Hutchins, Sr. and Josephine C. Hutchins (Tax I.D. No. 132-12.00-102.01) (911 Address: 28506 Sussex Highway, Laurel).

The Planning and Zoning Commission held a Public Hearing on this application on March 8, 2018 at which time the Commission recommended approval.

(See the minutes of the Planning and Zoning Commission dated March 8, 2018.)

Josephine Hutchins, Applicant, was present and stated that her and her husband currently operate a bicycle shop on the property; that they tried to sell the property, however, potential buyers were interested in commercial property as the parcel is located on Route 13; that if they do not sell the property, they will have to hire help to continue their business and, therefore, they will need commercial zoning; and that their son may want to place a real estate office on the site.

There were no public comments.

The Public Hearing and public record were closed.

**M 252 18  
Adopt  
Ordinance  
No. 2574/  
CZ 1847**

A Motion was made by Mr. Arlett, seconded by Mr. Wilson, to Adopt Ordinance No. 2574 entitled “AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A CR-1 COMMERCIAL RESIDENTIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN BROAD CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 2.09 ACRES, MORE OR LESS” (Change of Zone No. 1847) filed on behalf of Winsferd Ray Hutchins, Sr. and Josephine C. Hutchins.

**Motion Adopted: 5 Yeas.**

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;  
Mr. Wilson, Yea; Mr. Cole, Yea;  
Mr. Vincent, Yea**

**M 253 18  
Adjourn**

A Motion was made by Mr. Arlett, seconded by Mr. Wilson, to adjourn at 2:13 p.m.

**Motion Adopted: 5 Yeas.**

**M 253 18  
(continued)**

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;  
Mr. Wilson, Yea; Mr. Cole, 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.}*





## **PROCLAMATION**

### **PROCLAIMING THE MONTH OF APRIL AS "FAIR HOUSING MONTH" IN SUSSEX COUNTY**

**WHEREAS, April 2018 marks the 50th anniversary of the passage of the U.S. Fair Housing Law, Title VIII of the Civil Rights Act of 1968, as amended, which enunciates a national policy of Fair Housing without regard to race, color, religion, national origin, sex, familial status or handicap, and encourages fair housing opportunities for all citizens; and**

**WHEREAS, the Sussex County Council and the Sussex County Association of REALTORS® are committed to highlight the Fair Housing Law, Title VIII of the Civil Rights Act of 1968, by continuing to address discrimination in our community, to support programs that will educate the public about the right to equal housing opportunities, and to plan partnership efforts with other organizations to help assure every American of their right to fair housing;**

**NOW, THEREFORE, BE IT RESOLVED that the Sussex County Council proclaims April 2018 as "Fair Housing Month", beginning a year-long commemoration of the U.S. Fair Housing Law in Sussex County, and urges all citizens to wholeheartedly recognize this celebration throughout the year.**

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**Michael H. Vincent, President**





## 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

[sussexcountysde.gov](http://sussexcountysde.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 George B. Cole, Vice President  
The Honorable Samuel R. Wilson, Jr.  
The Honorable I.G. Burton, III  
The Honorable Robert B. Arlett

FROM: Hans Medlarz, County Engineer

RE: ***Delaware Coastal Business Park  
Lease Agreement for Lease Area 2***

DATE: April 24, 2018

On November 29, 2016, Council authorized the purchase of the King Farm Industrial Park and the assumption of existing contractual arrangements held by Georgetown Airport Center, LLC. Under this arrangement, the County assumed two construction contracts with Melvin L. Joseph Construction Co., Inc. for the initial DelDOT entrance and for +/-500' of Baltimore Avenue. Furthermore, the County assumed two real estate transfer agreements, the first one being Atlantis Industries Corporation, LLC, and the second one being DGS Properties, LLC.

Subsequently, Council approved four (4) Change Orders for the Boulevard Phase I, Project No. 17-15 with Melvin L. Joseph, the latest one on October 10, 2017, for a paving contribution to the Atlantis Industries Corporation, LLC site contract in exchange for full public access to their service road. This arrangement was memorialized in a Memorandum of Understanding between Sussex County and Atlantis Industries Corporation, LLC. This decision set up the Baltimore Avenue road alignment and fixed the first internal intersection including access to the Lease Area 2 and the northern portion of the park.

The Sussex County Administration and the Engineering Department have been in discussions with Darren Shaffer of DGS Properties, LLC, to release the County from the terms of the initial contract, which contemplated a sale rather than a 99-year commercial lease for the Lease Area 2. We now request Council's approval for the attached Memorandum of Commercial Lease Agreement. The value per square foot is equal to the previous agreement for sale held by DGS Properties, LLC and equates to \$196,000 for the entire lease period. It must be paid in advance of the Lessee taking occupancy. The lease will expire in 2117, and has the option of being renewed for an additional 99 years, under the same terms and conditions.



COMMERCIAL LEASE AGREEMENT  
(99-Year Lease)

THIS COMMERCIAL LEASE AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between SUSSEX COUNTY, a political subdivision of the State of Delaware, with an address of 2 The Circle, P.O. Box 589, Georgetown, DE 19947("Lessor"), and DGS PROPERTIES, LLC, a Delaware limited liability company with an address of 23135 Lewes-Georgetown Highway, Route 9 Industrial Center, Georgetown, DE 19947 ("Lessee"), and it recites and provides as follows.

RECITALS

WHEREAS, Lessor is the owner of certain commercial real property as hereafter described;

WHEREAS, Lessee desires to lease the said commercial real property and to operate its business thereon; and

W I T N E S S E T H :

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

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

A portion of the tract of land identified on as Sussex County Tax Parcel No. 1-35-15.00-138.00, located on Baltimore Avenue and Park Avenue in Delaware Coastal Business Park, being approximately 2.24 acres of land, more or less, and more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Leased Premises" or "premises"). Lessee acknowledges that Lessor reserves the right to change the parcel numbers and street names located in Delaware Coastal Business Park during the term of this Lease.

2. RENT: For the initial 99-year lease term referred to in paragraph 3, and for the renewal period referred to in paragraph 4 herein, Lessee has paid in advance all rent in the amount of One Hundred Ninety-Six Thousand Dollars (\$196,000.00). Other costs due hereunder shall be considered additional rent ("Additional Rent") which shall be due and payable as hereinafter set forth.



3. TERM: The initial term of this Lease shall begin at 10:00 o'clock A.M. on \_\_\_\_\_, 2018 ("the Commencement Date") and shall terminate at 11:59 o'clock P.M. on \_\_\_\_\_, 2117, unless sooner terminated as provided in this Lease.
4. RENEWAL OF LEASE: Lessee shall have the option to perpetually renew this Lease on the same terms expressed herein for additional ninety-nine (99) year periods, which option, if exercised, must be exercised in writing to Lessor, or its successors or assigns, at the end of the ninety-seventh (97th) year of each term of this Lease, but before the beginning of the ninety-eight (98th) year of each term of this Lease. If the option is exercised, the extension of Lease shall automatically occur. If Lessee fails to exercise the option, at the end of the initial Lease term, or any further extensions or renewals thereof, the land subject to this Lease and all improvements thereon shall revert to Lessor, or its successors or assigns. Exercising any option period shall be at no cost to the Lessee, with the exception of a One Dollar (\$1.00) payment from Lessee to Lessor, an amount that the parties agree and accept, is sufficient consideration to enter into any option period
5. EASEMENTS, RESTRICTIONS AND CONDITIONS; RULES AND REGULATIONS: This Lease is subject to easements, restrictions and conditions which are of record, or generally applicable to the immediate neighborhood, or may be observed by inspection of the premises. The Lessee shall be responsible for obtaining a title search should the Lessee so desire to verify all such easements, conditions and regulations. Lessee further acknowledges that its use of the Leased Premises is subject to Lessor's Rules and Regulations, which may be amended from time to time at Lessor's discretion, a copy of which is attached hereto as Exhibit B and are incorporated herein by reference. Failure to comply with the any easements, restrictions, conditions or Rules and Regulations shall constitute a material breach of the terms of this Lease.
6. USE:
  - a. Lessee is leasing the Leased Premises for the purpose of operating thereon a warehouse with a small showroom ("Lessees' Authorized Use"). Lessor consents to the use of the Leased Premises for Lessee's Authorized Use, or such other use as is permitted under the Rules and Regulations attached hereto as Exhibit B and incorporated herein by reference, provided that such use will be in accordance with all applicable municipal, county, state, and federal laws, ordinances, rules and regulations.
  - b. Lessee further agrees not to make any unlawful, improper or offensive use of the Leased Premises or to make any use thereof contrary to any law or ordinance now or hereafter enacted or to make any use thereof which endangers any person or property, threatens the insurability of the Leased

Premises, or otherwise constitutes a nuisance (in Lessor sole judgment). Further, Lessee agrees to operate its business within the guidelines, requirements and regulations of all government and regulatory agencies as these apply to Lessee's business and use. Any notices of the Lessee's failure to fully comply, or notices that the Lessee's business violates any regulations or standards contained in the regulations of any agency, shall constitute a material breach of this Lease if not cured within permitted time frames set forth in this Lease.

- c. Lessee agrees to promptly open its business and use and occupy the Leased Premises continuously and uninterrupted in a commercially reasonable manner throughout the term of this lease and to be open for business during reasonable business hours.
- d. Lessee agrees to operate the Leased Premises for the purposes set forth above during the entire term of this Lease in a prudent, efficient manner and reflecting the standards of a commercially appropriate business based on the permitted uses.

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

- a. Payments. In the event any installment of rent, additional rent or any sum due Lessor under the Lease, is not received in full within ten (10) days from the due date, then Lessee shall pay to Lessor a late administration fee equal to five percent (5%) of such overdue amount. Further, any rent, additional rent or other sum past due and owed to the Lessor by the Lessee under this Lease shall be subject to an eighteen percent (18%) per annum interest rate. Any check returned to the Lessor for any sum due to Lessor under the Lease, shall be subject to an additional late fee of ten percent (10%) and an administrative fee of One Hundred Dollars (\$100.00). Acceptance of late rent shall in no way prejudice, waive, modify, or alter any of the rights or remedies which the Lessor may have under this Lease.
- b. Taxes. Lessor will pay all general real estate taxes, if any, which may be levied or assessed by any lawful authority against the real property only on the Leased Premises. Lessee agrees to pay any and all taxes and assessments levied or assessed against the improvements Lessee constructs on the Leased Premises. Lessee shall make payments directly to the taxing authority when due.
- c. Maintenance Lessee shall be responsible for operating, repairing, and maintaining the building, facilities and all grounds of the Leased Premises (hereinafter "Maintenance"). Maintenance of Leased Premises shall be an all-inclusive term which encompasses, among other things, snow and ice

removal of all parking areas and drive aisles, lawn mowing, landscaping, debris and refuse removal from the grounds, etc. If Lessee fails to meet its obligations under this Paragraph, Lessor may perform the necessary work and charge Lessee for the same, which charge shall be deemed as additional rent due within thirty (30) days of Lessee's receipt of written notice from Lessor. Lessor shall be responsible for ground maintenance, including lawn mowing and snow and ice removal, along Baltimore Avenue up to the edge of the Leased Premises.

- d. Insurance. During the term of this Lease, Lessee shall be required to procure and maintain (i) one or more policies insuring the Leased Premises against loss or damage resulting from fire and other casualties of the kind covered by fire and extended coverage insurance policies in such amount Lessor deems sufficient and may include business interruption insurance favoring Lessor and (ii) commercial liability insurance in such amount deemed sufficient by Lessor. Lessee shall be responsible for insuring its inventory, furniture, trade fixtures, equipment, and other personal property located in the Leased Premises. During the term of this Lease, Lessee agrees to carry standard form "All Risks" property insurance on the building wherein the Leased Premises are situated for full replacement thereof.

8. TRANSFER TAX: This transaction is exempt from realty transfer tax.
9. UTILITIES: Lessor shall be responsible for extending electric, potable water, sewer and fire suppression facilities to the edge of the Leased Premises. However, Lessee acknowledges that aforementioned permanent utility services are not yet available to the Leased Premises, but the Lessor confirms that the permanent utilities will be in place within 12 months after, Lessor's closing on the property in the case of electric and potable water facilities. Temporary service arrangements for potable water and electric utilities, if required shall be designed, permitted and made operational for Lessee's use by Lessee's engineer and contractor(s). The installation responsibility and associated costs for aforementioned temporary service arrangements shall be borne by Lessee. Lessee shall be solely responsible for all permanent utility installation on and from edge of the Leased Premises, including all temporary utility installation.

Furthermore, Lessee shall pay all one-time charges, for on and/or off-site improvements levied by utility providers including but not limited to: connection fees, tap-in fees, impact fees, hookup fees and deposits, for electricity, potable water, fire suppression, sewer, internet access, telephone and fire alarm land lines, etc. Furthermore, Lessee shall pay for any and all recurring charges for utility services used or consumed at the Leased Premises during Lessee's use or occupancy thereof.

10. IMPROVEMENTS:

- a. Condition of Leased Premises. Subject to Lessor's responsibilities referred to herein, Lessee accepts the Leased Premises in "as is" condition and acknowledges that the Leased Premises are suitable for Lessee's intended use.
- b. Private Service Road between Lease Areas 2 & 3. Prior to Lessee's issuance of a "certificate of occupancy" for improvements on the Leased Premises, and on or before December 31, 2018, Lessor shall install a 24 feet wide private service road from the intersection with Baltimore Avenue for an approximate length of 325 feet from the centerline of said intersection. If Lessee requires a service road installation referred to herein prior to December 31, 2018, such installation shall be at Lessee's sole expense.
- c. Private Service Road Drainage. Prior to Lessee's issuance of a "certificate of occupancy" for improvements on the Leased Premises, and on or before December 31, 2018, Lessor shall install the storm drainage system in the Private Service Road suitable of receiving stormwater runoff from the Leased Premises. Should Lessee require roof or site drainage pipe tie-in prior to that date Lessee would have to install said pipe between tie-in point and the stormwater management pond at Lessee's sole expense.
- d. Lessee's Work. Lessee agrees to complete in a first-class, workmanlike manner, and at its sole cost and expense, all of Lessee's Work described in Exhibit C. Lessee agrees not to commence any of Lessee's Work until Lessor has approved the Lessee's plans and layout. Lessee shall keep the Leased Premises free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Lessee. Any work performed by Lessee shall be completed in a good and workman like manner using new construction materials, and Lessee shall obtain all permits required for any such work.
- e. Construction, Repair, Maintenance and Alteration of Improvements. The Leased Premises are being leased with no improvements thereon. Lessee acknowledges that all improvements shall be constructed, repaired, maintained and altered at Lessee's sole cost and expense, and that Lessee shall maintain any and all improvements on the Leased Premises in good condition and repair during the lease term. Any improvements or structure of any kind Lessee constructs on the Leased Premises, and any repairs, maintenance and alterations thereto, shall be in compliance with all restrictions, conditions, ordinances, laws, regulations, Rules and Regulations, including Lessee's application for and receipt of all required permits and approvals prior to commencement of any work. All improvements, fixtures and equipment shall remain Lessee's property



except as otherwise stated herein. Lessee shall provide Lessor with a copy of all Certificates of Occupancy and Releases of Liens.

11. LIENS:

- a. Mechanic's Liens. Lessee shall not permit and shall immediately remove any mechanic's liens placed against the Leased Premises which may have resulted from any work performed on Lessee's behalf. Permitting a Mechanic's Lien to be placed against the Leased Premises or the Delaware Coastal Business Park shall be a material default. Lessee shall be liable for all damages to Lessor and be subject to, in addition to all remedies at law, a fine of \$50.00 per day for every day that any such Mechanic's Lien remains shall be due to the Lessor. Lessee shall defend and hold Lessor harmless from any cost, liability or expense from any such lien.
- b. Liens. Lessee shall hold Lessor harmless and without risk with respect to any lien placed on Lessee's equipment or personal property within or about the Leased Premises. Prior to the expiration or earlier termination of this Lease, Lessee shall promptly remove any and all liens including any against any of Lessee's property or equipment, or with advanced written notice to Lessor, remove any such property or equipment from the Leased Premises. Lessor shall assume no risk or responsibility for any lien remaining on the Leased Premises or Lessee's equipment or property and Lessee shall indemnify Lessor from any liability whatsoever. This paragraph shall apply to any work performed by Lessee on or in the Leased Premises during the entire Term of this Lease.

12. INSURANCE:

- a. During the term of this Lease, Lessee shall procure and maintain in full force and effect public liability insurance covering claims for personal injury and property damage occurring on or about the Leased Premises under a general liability policy with limits of not less than \$1,000,000.00 with respect to bodily injury to, or death of, a single person, \$1,000,000.00 with respect to bodily injury for more than one person from any one accident, and \$50,000.00 with respect to property damage. Lessee shall name Lessor and/or Lessor's mortgagor, and its elected officials, including the members of the Sussex County Council as additional insured in the public liability policy, and Lessee shall provide Lessor with a certificate of insurance. The public liability policy shall provide that the insurer will not cancel or change the insurance coverage afforded thereby without first giving Lessor thirty (30) days' prior written notice and shall be issued by an insurer acceptable to Lessor. Upon the Commencement Date, the original insurance policy or other evidence of coverage satisfactory to Lessor shall be delivered by Lessee to Lessor.

- b. Lessee waives any rights or claims against Lessor for damages sustained by it which may be covered under any of Lessee's insurance coverage and waives any right of subrogation against Lessor under any insurance policy. Lessee shall cause its insurance carriers to waive all such rights and to so notify Lessor.
- 13. ENTRY BY LESSOR AND AGENTS. At any and all reasonable times during the term of this Lease, Lessor and Lessor's duly authorized agent or agents shall have the right to enter the Leased Premises for the following purposes:
  - a. To inspect the Leased Premises in the event of an emergency; and
  - b. To effect compliance with any rule or regulation adopted by Lessor, or to effect compliance with any restriction, covenant, law, ordinance, order or regulation of Lessor, including, but not limited to, the existence and validity of permits or other approvals for any work or activity being performed on the Leased Premises.
- 14. LESSEE TO INDEMNIFY LESSOR. Lessee hereby releases Lessor from any and all liability and shall hold Lessor harmless, defend and indemnify Lessor for any and all liability, claims, causes of action, damage and loss or any kind whatsoever, including but not limited to attorneys' fees and costs, for injuries sustained by any person or persons in, upon or about the Leased Premises (including death) or injuries to property (real or personal), unless the basis for the cause of action relates to the actions of the Lessor, its employees and agents
- 15. LESSOR TO INDEMNIFY LESSEE. Lessor shall indemnify the Lessee for costs, expenses, fees incurred related to any preexisting environmental issues on the property.
- 16. EXPIRATION OF LEASE TERM.
  - a. Unless this Lease is renewed pursuant to paragraph 4 hereof, at the expiration of the Lease term, Lessee shall peaceably surrender and yield to Lessor, its successors or assigns, the Premises from the Lessor, ordinary wear and tear excepted; provided, however, that Lessee shall be responsible for any damage to the Leased Premises not covered by Lessor's insurance if such damage is caused by fire or other casualty resulting from the negligence, accidental conduct or tortuous conduct of Lessee or Lessee's employees, licensees or invitees.
  - b. Lessee may not allow any liens to be placed against any of Lessee's equipment or improvements remaining in, about or upon the Leased Premises. Lessee agrees to defend and hold Lessor harmless against any claim, liability or loss that may result for any reason from any lien. Lessor

shall have the absolute right to dispose, remove or to retain any equipment not removed from the Leased Premises at the termination or expiration of the Lease, surrender or abandonment of the Leased Premises and shall not be bound or subject to any risk, cost or liability from liens Lessee has permitted to be attached thereto, and title to any Improvements that remain on the Leased Premises shall revert to Lessor.

- c. If the Lessee shall default in surrendering the Leased Premises upon the expiration or earlier termination of this Lease, the Lessee shall be deemed to be "Holding Over" without Lessor's and Lessee shall be liable to Lessor for all cost, losses, claims or liabilities (including attorneys' fees) that Lessor may incur as a result of Lessee's failure to surrender the Leased Premises.

17. QUIET ENJOYMENT. Lessor covenants and agrees that, so long as Lessee shall not be in default under any of the terms and conditions of this Lease, Lessee shall lawfully and quietly hold, occupy and enjoy the Leased Premises during the term of this Lease without hindrance or molestation from Lessor, or any person or persons claiming under Lessor wherein Lessor shall have previous knowledge of any actions.

18. SIGNS. Prior to installation, Lessee shall submit sign proposals to Lessor for Lessor's approval and consent as to the size, height, type, and location of any on premise sign Lessee seeks to install. Electronic Messaging Centers shall be prohibited. Any sign, device, fixture or other attachment permitted to be installed by Lessee hereunder, shall be installed by Lessee at its own expense and in accordance with the Rules and Regulations attached hereto, all governmental rules, regulations, ordinances, laws and requirements and Lessee shall obtain any and all required permits. Lessee shall be responsible for any damage resulting from the installation or removal of any such sign, device, fixture or other attachment. Lessee shall keep its sign lighted at such reasonable times as Lessor may require under its Rules and Regulations, or as may be required by ordinance, law or regulation of any governing authority. Lessee shall maintain its sign and keep it in good repair during the term of this Lease. Upon the expiration or earlier termination of this Lease or Lessee's right to possession of the Leased Premises in accordance with this Lease, Lessee shall, at Lessee's sole cost and expense, remove any signage and restore and repair that portion of the Leased Premises affected by the installation or removal of the signage to the condition satisfactory to Lessor.

19. DEFAULT.

- a. Events of Default. The occurrence of one or more of the following events shall constitute an event of default (each being referred to as an "Event of Default") pursuant to the terms of this Lease:

- i. Lessee fails to pay when due any and all monies due hereunder, including, but not limited to Rent, Additional Rent, and/or any other sums due Lessor by Lessee, and such failure continues after Lessor gives Lessee thirty (30) days written notice;
  - ii. The failure of Lessee to comply with or to observe any other terms, provisions or conditions of this Lease performable by Lessee to Lessor's satisfaction, including, but not limited to, compliance with the Rules and Regulations, maintenance, removal, repairs and replacements, and such failure continues after Lessor gives Lessee thirty (30) days written notice, if such failure cannot reasonably be cured within such thirty (30) day period, such additional time as is needed to cure the same so long as Lessee has commenced such cure within such thirty (30) day period and such cure thereafter is continuously and diligently undertaken by Lessee (or its mortgagee) and prosecuted to completion but in no event longer than ninety (90) days, unless the cure involves repairing or correcting any structural issues where the cure time frame shall be a commercially reasonable time frame;
  - iii. The Lessor shall not be permitted to take any action to take the Lessee's Leasehold Interest until after a written notice of a Default, 90 days to correct such default, a second written notice that the Default has not been cured and 30 days to cure any alleged ongoing Default.
- b. Lessor's Remedies. In the event of any default by Lessee, that has not been cured within the permitted time periods the Lessor shall have all of the rights and remedies permitted by law, in equity, by statute and otherwise, including, without limitation, the following:
- i. Terminate Lease. Terminate this Lease, in which event, Lessee shall remove all personal property on the Leased Premises. within ninety (90) days after termination, and if Lessee fails to timely do so, Lessee will be deemed to have abandoned the property, and title for which shall revert to Lessor, and at Lessor's option, Lessor may remove the property. Lessee agrees to pay Lessor the cost of removing the personal property and; or
  - ii. Enter and Cure Default. Enter upon the Leased Premises without terminating this Lease and without being liable to prosecution or for any claim of damages, and do whatever Lessee is obligated to do under the terms of this Lease or otherwise cure any default by removal (including removal of the Improvements), repair or replacement, and Lessee agrees to reimburse Lessor on demand for any expenses which Lessor may incur in effecting compliance with Lessee's obligations hereunder, together with late fees and finance charges thereon. This shall not be



permitted until the expiration of the time frames in Paragraph 19(a)(iii) above.

- iii. Surrender of Premises. Upon termination of this Lease for any reason or upon termination of Lessee's right of possession, as provided above, Lessee shall promptly surrender possession to Lessor and vacate the Leased Premises, and Lessor may re-enter the Leased Premises without further notice to Lessee and repossess the Leased Premises by force, summary of proceedings, ejectment or otherwise; and Lessor may dispossess or remove Lessee and all other persons and property from the Leased Premises, and Lessor shall have, hold and enjoy the Leased Premises and the right to receive all rental income therefrom.
- iv. Re-letting. At any time after the expiration of Lessee's possessory right to the Leased Premises, Lessor may re-let the Leased Premises, or any part thereof, in the name of Lessor or otherwise for such term (which may be greater or less than the period which would otherwise have constituted the balance of the term of the lease agreement) and on such conditions (which may include concession or free rent) as Lessor, in its sole and absolute discretion, may determine, and Lessor may collect and receive the rental therefrom. Lessor shall in no way be responsible or liable to Lessee for any failure to re-let the Leased Premises or any part thereof or for any failure to collect any rent due upon such re-letting, and Lessee's liability shall not be affected or diminished in any respect by such failure. In the event Lessor re-lets the Leased Premises at a rental higher than that due from Lessee under the provisions hereof, Lessee shall not be entitled to share in any excess. Lessor, at its option, may make such alterations, repairs and changes to the Leased Premises as Lessor, in its sole judgment, considers advisable or necessary for the purpose of re-letting the Leased Premises, and the making of such alterations, repairs and changes shall not operate or be construed to release Lessee from liability.
- c. Lessee's Obligation. The expiration of Lessee's right to possession of the Leased Premises shall not relieve Lessee of its liabilities hereunder, and the obligations created under this Lease shall survive any such expiration. In the event of such expiration, whether or not the Leased Premises or any part thereof shall have been re-let, Lessee shall pay to Lessor the minimum and additional rentals required to be paid by Lessee up to the time of such expiration; and thereafter, Lessee, until the end of the term of this Lease Agreement, shall be liable to Lessor and shall pay to Lessor, as and for liquidated and agreed current damages for Lessee's default(s), the equivalent of the amount of the minimum and additional rentals which would be payable under this Lease Agreement by Lessee if Lessee were still in possession less the net proceeds of any re-letting effected pursuant

to the provisions of Section d. of this paragraph after deducting all of Lessor's expenses in connection with such re-letting including, without limitation, all repossession costs, brokerage commissions, legal expenses, reasonable attorney's fees, alteration and repair costs and expenses of preparation for such re-letting.

- d. Current Damages. Lessee shall pay such current damages ("Deficiency") to Lessor in a timely manner when due under the terms of this Lease Agreement, and Lessor shall be entitled to recover from Lessee each Deficiency as such Deficiency shall arise. At any time after the expiration of Lessee's possessory right to the Leased Premises, Lessor, at its option, may demand as and for liquidated and agreed final damages for Lessee's default(s), and Lessee shall pay to Lessor an amount equal to the difference between the minimum and additional rentals payable hereunder for the unexpired portion of the lease term and then fair and reasonable rental value of the Leased Premises for the same period. Lessee shall also pay to Lessor all of Lessor's expenses incurred in connection with any re-letting including, without limitation, all repossession costs, brokerage commissions, legal expenses of preparation for re-letting. If the Leased Premises or any part thereof is re-let by Lessor for the unexpired term of this Lease Agreement or any part thereof, the amount of rent payable upon such re-letting shall be deemed to be the fair and reasonable rental value for the part or the whole of the Leased Premises re-let. Nothing herein contained shall limit or prejudice the right of Lessor to prove and obtain as damages, by reason of any default by Lessee, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when such damages are to be proved.
- e. Deficiency. Any suit brought to collect the amount of the deficiency for any month shall not prejudice the right of Lessor to collect the deficiency for any subsequent month by a similar action.
- f. Lessor's Right. Any action taken by Lessor under this Paragraph shall not operate as a waiver of any right Lessor would otherwise have against Lessee for breach of this Lease Agreement, and Lessee shall remain liable to Lessor for any damages suffered by reason of Lessee's default or breach of this Lease. Lessor shall also be entitled to enjoin any breach or threatened breach by Lessee of any of the covenants and conditions of this Lease Agreement; and in the event of such breach, Lessor shall have all rights and remedies allowed at law and equity by statute or otherwise. Any and all remedies provided for herein are considered cumulative and not exclusive.
- g. Waiver. Each party hereby waives all right to trial by jury and in a summary or other action, proceeding or counterclaims out of or in any way connected with the Lease, the relationship of Lessor and Lessee, the

Leased Premises and the use and occupancy thereof, and any claim or injury or damages relating thereto. In any eviction proceeding arising out of a default by Lessee, Lessor and Lessee consent to an expedited or summary proceeding to the extent available under applicable law.

20. EMINENT DOMAIN. The Lessor agrees not to take the Leased premises by Eminent Domain or similar vehicle to remove the Lessee from the Leased Premises.
21. SUBORDINATION.
  - a. This Lease shall be subject and subordinate to and may be assigned as security for, any present and future mortgage or deed of trust on or of the Leased Premises and all renewals, modifications, extensions, consolidations or replacements thereof. If requested, Lessee agrees to execute written documents evidencing the subordination of this Lease to, and its assignment as additional security for any mortgage or deed of trust.
  - b. In addition, upon request of any mortgagee of the Leased Premises, Lessee will execute and enter into an attornment and non-disturbance agreement with such mortgagee wherein Lessee will agree that, in the event that such mortgage is foreclosed, Lessee will attorn to the mortgagee or other owner of the Property as Lessee's Lessor and the mortgagee or other owner of the Property will, provided Lessee is not in default under the terms of this Lease, recognize the rights of Lessee under the provisions of this Lease and will not disturb the possession of Lessee hereunder.
22. ASSIGNMENT AND SUBLETTING. Subject to Lessor's approval, Lessee may assign or sublet the Leased Premises only if the assignment or subletting is for a use permitted by the applicable Rules and Regulations for the property which are attached hereto, and said assignment or subletting is specifically made subject to the Rules and Regulations and the terms of this Lease. Lessee shall not assign or sublet the Leased Premises for a use other than as specified in Paragraph 6. above and shall provide Lessor with at least thirty (30) days' prior written notice of any desired assignment or subletting. All assignments and subletting shall require Lessor's prior review and written approval, which, if in compliance with the Rules and Regulations, shall not be unreasonably withheld.
23. CONVEYANCE OF FEE SIMPLE TITLE. In the event Lessor ever sells pad sites in Delaware Coastal Business Park in fee simple, upon thirty (30) days' written notice from Lessee, Lessor shall convey to Lessee fee simple title to the Leased Premises for consideration of One Dollar (\$1.00). The Lessee shall be responsible for payment of any and all fees incurred in the conveyance thereof,

including, but not limited to, any engineering fees associated with the subdivision plan required to allow the Leased Premises to be conveyed to Lessee.

24. WAIVER. Waiver by Lessor of any right or remedy available to it in the event of any default hereunder or any breach by Lessee of the terms and conditions of this Lease shall not constitute a waiver of any succeeding default of the same or other terms and conditions of this Lease.
25. TRANSFER OF LESSOR'S INTEREST. Lessor shall be entitled to sell, transfer or otherwise convey its interest in the Leased Premises, and any such sale, transfer or conveyance shall operate to relieve Lessor of any of its obligations and responsibilities hereunder, provided that the purchaser or other transferee of such interest shall expressly assume and agree to perform Lessor's obligations and responsibilities to Lessee hereunder.
26. PERFORMANCE BY LESSOR OF LESSEE'S OBLIGATIONS. If Lessee defaults in the performance of any of its obligations under the provisions of this lease and if such default shall continue beyond the time periods set forth herein for curing such default, then Lessor may, at its option, cure any such default on behalf of Lessee, and any sums expended by Lessor in the performance of any such obligation of Lessee shall be repaid as additional rent, by Lessee to Lessor immediately upon demand, together with interest thereon, at the interest rate of eighteen percent (18%) per annum beginning from the date any such expense was incurred by Lessor. In the event that Lessor determines, in Lessor's reasonable judgment, that it is in best interest of the Lessor for Lessor to complete or perform any of Lessee's obligations under this Lease, Lessor reserves the right to complete or perform any such obligation at Lessee's cost and liability, no written notice being required.
27. RISK OF LOSS FOR IMPROVEMENTS AND PERSONAL PROPERTY. Lessee agrees that all improvements and personal property located in the Leased Premises shall be and remain at Lessee's sole risk, and Lessor shall not be liable for any damage to or loss of such improvements and personal property arising from any acts of negligence nor shall Lessor be liable for any damage to or loss of Lessee's personal property resulting from fire or other casualty, from the leaking of the roof or from the bursting, leaking or overflowing of water and sewer pipes or from malfunctions of the heating, plumbing or electrical systems, except said damage or loss is caused by the acts or negligence of Lessor or its agents, servants, employees, etc.
28. APPLICATION OF PAYMENTS. Lessor shall have the right in its sole discretion to apply any payments made by Lessee to the satisfaction of any debt or obligation of Lessee to Lessor regardless of the instructions of Lessee as to the application of any such payment. The acceptance by Lessor of any rental payment by anyone other than Lessee shall not be deemed to constitute an approval of any assignment of this Lease by Lessee.



29. NO RECORDING; MEMORANDUM OF LEASE. This Lease shall not be recorded in the Office of the Recorder of Deeds, in and for Sussex County, DE. However, the parties hereto shall execute and record a memorandum of this Lease in the Office, aforesaid, which is attached hereto as Exhibit D and is incorporated herein by reference.
30. NOTICES. All notices required to be given hereunder shall be sent by registered or certified mail, return receipt requested or by a nationally recognized overnight delivery service with all charges pre-paid and sent to the address as follows:

If intended for Lessor:

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

With a copy to:

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

If intended for Lessee:

DGS Properties, LLC      23135 Lewes-Georgetown Highway  
Route 9 Industrial Center  
Georgetown, DE 19947  
Attn: Darren Shaffer

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

31. NO PARTNERSHIP. The relationship created by this Lease is that of Lessor and Lessee, and nothing in this Lease shall be construed to make Lessor and Lessee partners.
32. PRONOUNS. All pronouns and any variations thereof used in this Lease shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the context may require.
33. COUNTERPARTS. This Lease has been executed in three counterparts, each of which shall be deemed as an original.
34. BINDING EFFECT. This Lease shall be binding upon and inure to the benefit of the parties, their respective heirs, successors and assigns.
35. PARAGRAPH HEADINGS. Paragraph headings relating to the contents of particular paragraphs have been inserted for the convenience of reference only and shall not be construed as parts of the particular paragraphs to which they refer.

36. GOVERNING LAW. This Lease shall be governed by and construed in accordance with the laws of the State of Delaware, with venue lying in Sussex County.
37. JOINT EFFORTS. This Lease has been drafted by the joint efforts of Lessor and Lessee and shall not be construed for or against any party as a result thereof.
38. ENTIRE AGREEMENT. This Lease constitutes the entire agreement between the parties, and it supersedes any and all prior understandings or commitments concerning the subject matter of this Lease. This Lease shall not be modified or amended except by a written instrument executed by both Lessor and Lessee. Lessor and Lessee agree that this Lease has been freely negotiated by both parties.
39. PARTIAL INVALIDITY. If any provision of this Lease or the application thereof shall to any extent be held invalid, then the remainder of this Lease or the application of such provision other than those as to which it is held invalid shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.
40. ATTORNEYS' FEES. In the event Lessor employs an attorney to collect past due Rent, Additional Rent or other payments due to Lessor hereunder, Lessor shall also be entitled to recover its reasonable attorneys' fees and expenses incurred in connection therewith. In any case where Lessor or Lessee employs an attorney to protect or enforce its rights hereunder and litigation results, then the non-prevailing party agrees to pay the reasonable attorney's fees and expenses incurred by the prevailing party.
41. EXHAUST AND ODORS. Lessee shall, at its sole cost and expense, install and maintain adequate equipment for the Leased Premises so as to keep any and all unreasonable odors from entering the Common Areas or other Lessees' premises. Lessee shall not cause or permit any unreasonable odors to emanate from the Leased Premises. In the event Lessor notifies Lessee in writing that unreasonable odors are emanating from the Leased Premises, Lessee shall within five (5) days after such notice from Lessor, commence to install, at its sole cost and expense, any necessary control devices or procedures to eliminate such odors and shall complete such installation as expeditiously as possible proceeding in a good faith manner. In the event that Lessee fails to stop unreasonable odors from emanating from the Leased Premises, Lessor may proceed to cure the odor problem at Lessor's discretion and recover all cost and expense from Lessee.
42. CONSTRUCTION. Lessee and Lessor acknowledge that they have had their respective counsel review this Lease and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of the Lease.

43. LESSEE WARRANTY. Lessee represents and warrants that Lessee is a duly formed Delaware limited liability company, in good standing and has full power and authority under its Operating Agreement to enter into this Lease. The Certificate of Good Standing from the State of Delaware and all necessary resolutions shall be provided upon Lessor's requests. Lessee has taken all legal action necessary to carry out the transaction contemplated herein, so that when executed, this Lease constitutes a valid and binding obligation enforceable in accordance with its terms.
44. LESSOR'S RIGHT OF OFFSET. Notwithstanding anything contained in this Lease to the contrary, Lessor shall have the absolute right to retain and use any funds or monies in Lessor's possession, no matter what the source of the funds or monies may be, and use any such funds or monies to off-set any payments or outstanding sums owed to Lessor.
45. HAZARDOUS MATERIALS. Lessee shall not permit any hazardous materials to be used or stored in the Leased Premises, unless used or stored in full compliance with any State or Federal regulations, and shall hold Lessor harmless from any liability and expense from same in accordance with paragraph 14 hereof. Lessee shall comply with all Federal and State regulations related to the handling or disposal of any materials or byproducts regulated by State or Federal rules, laws or regulations.

IN WITNESS WHEREOF, Lessor and Lessee have caused this lease agreement to be duly executed, the respective date(s) set forth below.

**LESSOR:**

SUSSEX COUNTY, a political subdivision of  
the State of Delaware

By: \_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
Date



T B A B

Witness

3-5-18

Date

**LESSEE:**

DGS Properties, LLC, a Delaware limited liability company

By: [Signature] (SEAL)  
Darren Shaffer, Authorized Member

**EXHIBIT A**  
**LEGAL DESCRIPTION**

## **EXHIBIT B**

### **RULES AND REGULATIONS**

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

The Lessee agrees as follows:

**EXHIBIT C**  
**LESSEE'S WORK**

**EXHIBIT D**  
**MEMORANDUM OF LEASE**

Tax Parcel No: Part of 1-35-15.00-138.00  
Prepared By and Return to:  
Moore & Rutt, P.A.  
P.O. Box 554  
Georgetown, DE 19947

### MEMORANDUM OF COMMERCIAL LEASE AGREEMENT

**THIS MEMORANDUM OF COMMERCIAL LEASE AGREEMENT** is made of the \_\_\_\_ day of \_\_\_\_\_, 2018, by and between **SUSSEX COUNTY**, a political subdivision of the State of Delaware ("Lessor") and **DGS PROPERTIES, LLC**, a Delaware limited liability company ("Lessee") to give notice as to the existence of the Lease described herein.

#### WITNESSETH:

1. Lessor and Lessee have entered into a certain Commercial Lease Agreement dated as of \_\_\_\_\_, 2018 (the "Lease Agreement") whereby Lessor leased to Lessee, and Lessee leased from Lessor, being approximately 2.24 acres of land, more or less, located in the Delaware Coastal Business Park, Georgetown Hundred, Sussex County, State of Delaware as more particularly described in Exhibit A attached hereto and made a part hereof (the "Premises").

2. The initial term of the Lease commenced on \_\_\_\_\_, 2018 (the "Commencement Date") and shall terminate on \_\_\_\_\_, 2117. Lessee has the option to renew the Lease and obtain fee simple title to the Property if Sussex County ever sells pad sites at Delaware Coastal Business Park.

3. The improvements erected on the Premises and any fixtures which are a part thereof, are Lessee's property except as otherwise stated in the Lease.

4. This Memorandum of Commercial Lease is intended to provide constructive notice of the existence and terms of the Lease, and in no way modifies or amends the Lease. The terms and conditions of the Lease are incorporated by reference into this Memorandum of Commercial Lease as if such terms were written out at length. In the event of a conflict between this Memorandum of Commercial Lease and the Lease, the terms and conditions of the Lease shall govern. For a complete statement of the rights, privileges and obligations created under and by the Lease, reference is hereby made to the Lease.

IN WITNESS WHERE OF, intending to be legally bound hereby, the parties hereto have set their hands and seals the respective dates set forth below.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

LESSOR:

SUSSEX COUNTY

By: \_\_\_\_\_(SEAL)

Todd F. Lawson,  
Sussex County Administrator

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

STATE OF DELAWARE

:

SS:

COUNTY OF SUSSEX

:

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the Subscriber, a Notary Public for the State and County aforesaid, personally appeared **Todd F. Lawson, the Administrator of Sussex County**, a political subdivision of the State of Delaware, who executed the foregoing Memorandum of Commercial Lease on behalf of the County.

GIVEN under my hand and seal of office, the day and year aforesaid.

\_\_\_\_\_  
Notary Public

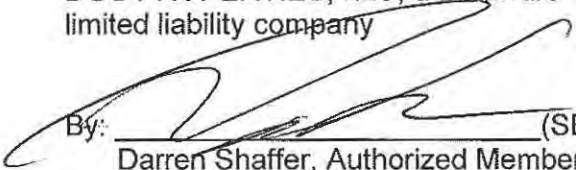
\_\_\_\_\_  
Print Name of Notary Public

My Commission Expires: \_\_\_\_\_

LESSEE:

DGS PROPERTIES, LLC, a Delaware  
limited liability company

\_\_\_\_\_  
Witness

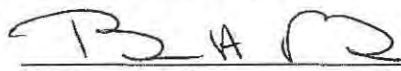
By:  (SEAL)  
Darren Shaffer, Authorized Member

\_\_\_\_\_  
Date


STATE OF DELAWARE :  
: ss.  
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, A.D. 2018, personally came before me, a Notary Public for the State and County aforesaid, **Darren Shaffer, Authorized Member of DGS Properties, LLC**, a limited liability company existing under the laws of the State of Delaware, party to this Indenture, known to me personally to be such and acknowledged this Indenture to be his/her act and deed and the act and deed of said company, that the signature of the Managing Member thereto is in his/her own proper handwriting and the seal affixed is the common and corporate seal of said company, and that his/her act of sealing, executing, acknowledging and delivering said indenture was duly authorized by a resolution of the Members of said company.

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

  
\_\_\_\_\_  
Notary Public  
Beverly Bender  
Print Name of Notary Public

My commission expires: \_\_\_\_\_

  
BEVERLY A. BENDER  
Notary Public, Sussex County, DE  
My Commission Expires  
March 15, 2021



## Exhibit A



## 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
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FAX	(302) 855-7799



## Sussex County

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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 George B. Cole, Vice President  
The Honorable Samuel R. Wilson, Jr.  
The Honorable I.G. Burton, III  
The Honorable Robert B. Arlett

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

RE: **BULK DELIVERY OF GRANULAR LIME**  
***PROJECT NO. 18-17***  
***BID AWARD***

DATE: April 24, 2018

Sussex County contracts the Bulk Delivery of Granular Lime to the South Coastal Wastewater Facility for treatment of the wastewater. The current contract is due to expire on June 30, 2018. Bids were requested for the annual procurement of approximately 500 tons, to begin on July 1, 2018.

Invitations to bid were advertised in two (2) newspapers, viewable on the Sussex County website, and directly sent to businesses on our supplier list. On March 15, 2018, one (1) bid for the Bulk Delivery of Granular Lime was received and opened.

Even though only one bid was received, our comparison efforts reveal the bid is consistent with local lime costs and consider it to be a fair price. The Engineering Department recommends the first contract year award of the base bid for Bulk Delivery of Granular Lime to Greer Lime Company at the unit price of \$197.45 per ton. If the supplier performs satisfactorily, the contract allows a one-year extension at the discretion of the Engineering Department.



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HANS M. MEDLARZ, P.E.  
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### Memorandum

TO: Sussex County Council  
The Honorable Michael H. Vincent, President  
The Honorable George B. Cole, Vice President  
The Honorable I.G. Burton, III  
The Honorable Robert B. Arlett  
The Honorable Samuel R. Wilson, Jr.

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

RE: ***2018 Sussex County Delaware Coastal Airport, Industrial Park and Business Park Property Maintenance RFP  
Award of one (1)-year Maintenance Contract***

DATE: April 24, 2018

The Sussex County Engineering Department solicited, for a second time, proposals for a one (1) year site maintenance agreement, with the option to renew annually based on satisfactory performance, for up to five (5) years for the Delaware Coastal Airport, Industrial Park and Business Park. Bid Items 1-3 involved mowing activities at the premises and were previously rejected by Council on March 20, 2018, due to insufficient competition. Bidders could submit their bid for any or all of the bid items.

In addition to advertisements, the request for proposals was directly provided to thirty-two (32) contractors engaging in this type of work. A greater interest was generated this time, with nine (9) contractors attended the pre-bid meeting and ultimately, proposals from seven (7) bidders were opened on April 12, 2018.

The Sussex County Engineering Department recommends award of Base Bids 1 and 2 to Cutting Edge Lawn Care Services, Inc., for their low bid amount of \$317,160.00 and \$33,750.00, respectively, and Base Bid 3 to Layaou Landscaping, Inc., for their low bid of \$39,500.00. These amounts reflect maintenance over a 5-year period. Partial funding for this contract has been approved in the Fiscal Year 2019 budget. Funding for subsequent years will be budgeted accordingly.



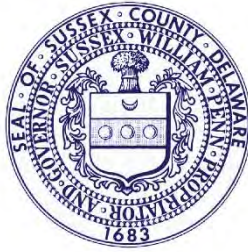
**SC Coastal Airport/Business Park, & Miscellaneous Property Maintenance RFP**

Bidder		Jakor Enterprises, LLC	Swamps Property Maintenance	Layaou Landscaping, Inc.	Distinctive Landscaping	Cutting Edge Lawn Care Services, Inc.	Shore-Scapes, LLC	Creative Visions Landscaping, LLC
Base Bid 1a	2018	\$60,000.00	\$110,400.00	\$90,000.00	\$71,090.00	\$42,507.00	\$52,000.00	\$48,031.10
	2019	\$60,000.00	\$113,712.00	\$90,000.00	\$71,090.00	\$42,507.00	\$52,000.00	\$48,031.10
	2020	\$60,000.00	\$117,123.00	\$90,000.00	\$71,090.00	\$42,507.00	\$52,000.00	\$48,031.10
	2021	\$60,000.00	\$120,637.00	\$90,000.00	\$71,090.00	\$42,507.00	\$52,000.00	\$48,031.10
	2022	\$60,000.00	\$124,256.00	\$90,000.00	\$71,090.00	\$42,507.00	\$52,000.00	\$48,031.10
Base Bid 1b	2018	\$17,050.00	\$19,840.00	\$41,850.00	\$15,903.00	\$20,925.00	No Bid	\$22,475.00
	2019	\$17,050.00	\$20,434.89	\$41,850.00	\$15,903.00	\$20,925.00	No Bid	\$22,475.00
	2020	\$17,050.00	\$21,048.07	\$41,850.00	\$15,903.00	\$20,925.00	No Bid	\$22,475.00
	2021	\$17,050.00	\$21,678.92	\$41,850.00	\$15,903.00	\$20,925.00	No Bid	\$22,475.00
	2022	\$17,050.00	\$22,329.92	\$41,850.00	\$15,903.00	\$20,925.00	No Bid	\$22,475.00
<b>5 Year Total for Base Bid 1</b>		<b>\$385,250.00</b>	<b>\$691,459.80</b>	<b>\$659,250.00</b>	<b>\$434,965.00</b>	<b>\$317,160.00</b>	<b>\$260,000.00</b>	<b>\$352,530.50</b>
Base Bid 2a	2018	\$8,250.00	\$13,200.00	\$8,850.00	\$8,100.00	\$3,375.00	\$6,375.00	\$4,965.00
	2019	\$8,250.00	\$13,596.00	\$8,850.00	\$8,100.00	\$3,375.00	\$6,375.00	\$4,965.00
	2020	\$8,250.00	\$14,002.95	\$8,850.00	\$8,100.00	\$3,375.00	\$6,375.00	\$4,965.00
	2021	\$8,250.00	\$14,422.95	\$8,850.00	\$8,100.00	\$3,375.00	\$6,375.00	\$4,965.00
	2022	\$8,250.00	\$14,856.00	\$8,850.00	\$8,100.00	\$3,375.00	\$6,375.00	\$4,965.00
Base Bid 2b	2018	\$5,250.00	\$3,000.00	\$5,100.00	\$4,860.00	\$3,375.00	\$3,000.00	\$4,965.00
	2019	\$5,250.00	\$3,090.00	\$5,100.00	\$4,860.00	\$3,375.00	\$3,000.00	\$4,965.00
	2020	\$5,250.00	\$3,181.95	\$5,100.00	\$4,860.00	\$3,375.00	\$3,000.00	\$4,965.00
	2021	\$5,250.00	\$3,277.95	\$5,100.00	\$4,860.00	\$3,375.00	\$3,000.00	\$4,965.00
	2022	\$5,250.00	\$3,375.90	\$5,100.00	\$4,860.00	\$3,375.00	\$3,000.00	\$4,965.00
<b>5 Year Total for Base Bid 2</b>		<b>\$67,500.00</b>	<b>\$86,003.70</b>	<b>\$69,750.00</b>	<b>\$64,800.00</b>	<b>\$33,750.00</b>	<b>\$46,875.00</b>	<b>\$49,650.00</b>
Base Bid 3	2018	No Bid	\$8,400.00	\$7,900.00	No Bid	No Bid	No Bid	\$23,329.40
	2019	No Bid	\$8,652.00	\$7,900.00	No Bid	No Bid	No Bid	\$25,329.40
	2020	No Bid	\$8,911.00	\$7,900.00	No Bid	No Bid	No Bid	\$25,329.40
	2021	No Bid	\$9,178.00	\$7,900.00	No Bid	No Bid	No Bid	\$27,329.40
	2022	No Bid	\$9,454.00	\$7,900.00	No Bid	No Bid	No Bid	\$28,329.40
<b>5 Year Total for Base Bid 3</b>			<b>\$44,595.00</b>	<b>\$39,500.00</b>				<b>\$129,647.00</b>



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## Sussex County

DELAWARE

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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 George B. Cole, Vice President  
The Honorable Samuel R. Wilson, Jr.  
The Honorable I.G. Burton, III  
The Honorable Robert B. Arlett

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

RE: ***General Labor & Equipment Contract Change Order No. 9***

DATE: April 24, 2018

During the Fiscal Year 2017 Budget Process, the Engineering Department introduced the concept of a time and material contract to reduce the capital project backlog. On June 21, 2016, Council awarded the General Labor & Equipment Contract - Project #17-01 to George & Lynch, Inc.

Later, on June 13, 2017, Council authorized the one-year extension option to the General Labor & Equipment Contract, allowing for continued project completion and emergency repair services to existing facilities through July 1, 2018.

The FY 2018 Budget contained upgrades at the Coastal Airport for the paving of Taxiway C, Phase II (\$550,000), concrete repairs at the tie-down apron (\$55,000) and for storm-water drainage repairs in the Sussex County Industrial Park (\$65,000). In addition, roadway, drainage and utility work at the DE Coastal Business Park (referenced as Baltimore Ave. extension in budget documents) requires supplemental funding, included in the FY 18 budget, in the amount of \$85,000, accounting for actual final measurements/costs of the initial phase.

In addition to increases at the Coastal Airport, Sussex Industrial Park and DE Coastal Business Park, several other tasks are facing expanded scopes. The Dewey water system will require \$100,000 for replacement of water valves that were identified as problematic in achieving isolation during a recent emergency water repair. Appropriate funds for that scope expansion are included in the FY 18 budget. Also, advance utility relocations are required to



allow for construction of the new Maintenance building and are expected to require funding of \$45,000. There are items of work in the original contract that will not be completed at this time that amount to \$300,000, most notably the delay of non-mission critical improvements to Pump Station No. 4 in Dewey Beach.

In summary, the Engineering Department is requesting a change order, after the deduction of \$300,000 of deferred work items, in the net amount of \$600,000 utilizing funds from the FY 18 Budget for Coastal Airport paving and concrete patching, Sussex County Industrial Park storm-water drainage improvements, Delaware Coastal Business Park infrastructure improvements, Dewey water valve replacements and for advance utility relocations associated with the new maintenance building.



***SUSSEX COUNTY  
CHANGE ORDER REQUEST***

**A. ADMINISTRATIVE:**

1. Project Name: **FY 18 GENERAL LABOR & EQUIPMENT**
2. Sussex County Contract No. 17-01
3. Change Order No. 9
4. Date Change Order Initiated - 4/19/18
5.
  - a. Original Contract Sum \$4,300,000.00
  - b. Net Change by Previous Change Orders \$2,440,669.00
  - c. Contract Sum Prior to Change Order \$6,740,669.00
  - d. Requested Change \$ 600,000.00
  - e. Net Change (No. of days) -0-
  - f. New Contract Amount \$7,340,669.00
6. Contact Person: Hans Medlarz, P.E.  
Telephone No. (302) 855-7718

**B. REASON FOR CHANGE ORDER (CHECK ONE)**

- ☐ 1. Differing Site Conditions
- ☐ 2. Errors and Omissions in Construction Drawings and Specifications
- ☐ 3. Changes Instituted by Regulatory Requirements
- ☐ 4. Design Change
- ☐ 5. Overrun/Underrun in Quantity
- ☐ 6. Factors Affecting Time of Completion



X 7. Other (explain below):

**C. BRIEF DESCRIPTION OF CHANGE ORDER:**

Completion of FY 18 budgeted work with expanded scopes of work and deferring monies from projects that will not be completed this fiscal year.

**D. JUSTIFICATION FOR CHANGE ORDER INCLUDED?**

Yes X No \_\_\_\_\_

**E. APPROVALS**

1. George & Lynch, Project General Contractor

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Representative's Name in Block Letters

2. Sussex County Engineer

\_\_\_\_\_  
Signature Date

3. Sussex County Council President

\_\_\_\_\_  
Signature Date

FY 17 GENERAL LABOR & EQUIPMENT CONTRACT	
CHANGE ORDER #9	
DESCRIPTION	COSTS
Taxiway C, Phase II	\$550,000.00
Tie-Down Apron Concrete Repairs	\$55,000.00
Sussex County Industrial Park Storm Water Drainage Repairs	\$65,000.00
Delaware Coastal Business Park Roadway/Drainage/Utility Work	\$85,000.00
Dewey Water System - Replacement Valves	\$100,000.00
Maintenance Building - Utility Relocations	\$45,000.00
Deferred Work Items	(\$300,000.00)
<b>Total Change Order #9</b>	<b>\$600,000.00</b>

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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 George B. Cole, Vice President  
The Honorable I.G. Burton, III  
The Honorable Robert B. Arlett  
The Honorable Samuel R. Wilson, Jr.

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

RE: ***Artesian Water Company, Inc.***  
***Utility Easement Request, Tax Parcel No. 533-18.00-15.00***

DATE: April 24, 2018

Sussex County owns several larger tracts of land generally associated with airport operations, wastewater/biosolids facilities, legacy landfills, parkland open space and wetlands mitigation projects. On April 17, 2018, Council amended the lease agreement with Magee Farms, which covered tax parcel no. 533-18.00-15.00 off SR-54, without changes to the term which still ends in 2021.

The Sussex County Engineering Department has been approached by Artesian Water Company, Inc., requesting an easement for said tax parcel no. 533-18.00-15.00. They are in the design process for a water transmission main interconnection with the Town of Selbyville. Since Council supports regionalization of utilities, the Engineering Department recommends acceptance at fair market value and with adequate protection of the tenants' farming rights under the lease agreement.

Artesian Water Company proposes a permanent easement alongside the southern property line running parallel with State Route 54 limited to a fifteen foot (15') width, as shown on Exhibit A. The compensation offered by Artisan for the easement is above market value based on a number of appraisals we recently commissioned for ongoing sewer projects, as well as the similar size parcel acquisition closed by the County less than 6 months ago.

The Engineering Department coordinated with Magee Farms and modified the standard easement agreement outlining adequate farming rights protection. We hence recommend approval of the Agreement at the \$7,145 valuation offered.



Tax Parcel No. 533-18.00-15.00  
Prepared by and Return to:  
SUSSEX COUNTY ENGINEERING

### **EASEMENT AND AGREEMENT**

**THIS EASEMENT AND AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2018, by and between **SUSSEX COUNTY**, a political subdivision of the State of Delaware, with an address of 2 The Circle, Georgetown, DE 19947, party of the first part (hereinafter referred to as “the Grantor”), and **ARTESIAN WATER COMPANY, INC.**, with an address of 664 Churchmans Road, Newark, DE 19702 (hereinafter referred to as “the Grantee”).

**WHEREAS**, the Grantor is the owner of that certain tract of lands and premises located in Baltimore Hundred, Sussex County and State of Delaware, and said parcel of land (hereinafter referred to as “the Property”), being described as Tax Parcel No. 533-18.00-15.00 and further described in Plot Book 4844, Page 64.

**WHEREAS**, the Grantee is preparing plans for certain improvements (hereinafter referred to as “Improvements”) to its water utilities (hereinafter referred to as “the Systems”).

**WHEREAS**, it is necessary that the Improvements to the Systems pass under and through the Property.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, as well as the sum of Seven Thousand One Hundred Forty-Five Dollars (\$7,145) in hand paid to the Grantor, the receipt and sufficiency of which are hereby acknowledged, the parties to this Easement Conveyance and Agreement do hereby agree as follows:

1. The Grantor does hereby grant and convey unto the Grantee a permanent easement alongside the southern property line running parallel with State Route 54 for the purpose of locating, constructing, operating, maintaining, relaying, repairing and removing the Improvements to the Systems, including, but not limited to, any and all pipes and appurtenances relating thereto, at any time, for the benefit of the Grantee, its successors, heirs and assigns. The permanent easement granted hereunder shall be and is hereby limited to a permanent easement fifteen feet (15') in width for the above named parcel and as shown on the Exhibit “A”.

2. The Grantee agrees that timing of construction shall be with the least impact on the Grantor’s agricultural tenant Magee Farms. However, Grantor acknowledges that temporary farming restrictions may be necessary. Should crop damage occurs Grantee shall compensate Magee Farms at three times the documented crop yield at published prices for the specific crop.

4. Notwithstanding the granting of the aforesaid permanent easement and right of way, the Grantor reserves unto itself and its successors, heirs and assigns, the full use and enjoyment of the property including any and all agricultural uses. However, the Grantor shall not construct or permit the construction of any structure with a permanent foundation within the boundaries of the aforesaid permanent utility easement.

5. All topsoil shall be windrowed prior to excavation and returned after construction in such a manner not to change any grades or disturb any existing drainage features. After the construction of the Improvements to the Systems, or after any repairs to same, the Property shall be restored to its former condition, consistent with good engineering and construction practices.

6. Grantee shall have uninterrupted right of ingress and egress to and from the easement for emergency, repair and locating activities.

7. The easements and rights of way granted hereunder, and all the mutual promises and covenants contained herein shall be deemed to be easements, rights of way, and promises and covenants running with the land, and, accordingly, the same shall be binding upon the successors, heirs and assigns of the respective parties hereto.

8. The Grantee agrees to abide by all applicable laws, rules and regulations pertaining to the use and operation of the Systems.

9. Grantee hereby indemnifies and saves harmless Grantor, its successors and assigns from any liability or damage arising from any and all claims of property damage, personal injury or death, including the payment of reasonable attorneys' fees, as a result of Grantee's use and enjoyment of the Easement, including, but not limited to, its construction, use and maintenance of Facilities. Grantor, its successors and assigns shall not be liable for any damage or injury to Grantee, its officers, employees or agents, or to any third party entering upon the Easement Area in connection with Grantee's use thereof, or from any damage or injury to Grantee's goods, chattels or other property, unless caused by Grantor, its successors or assigns.

THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS, WHEREOF, intending to be legally bound hereby, the party to this Easement Conveyance and Agreement have hereunto set their respective hand and seal on the day and year first above written.

Signed in the Presence of:

ARTESIAN

\_\_\_\_\_  
Joseph A. DiNunzio, E.V.P.

By: \_\_\_\_\_(SEAL)  
David B. Spacht, CFO

STATE OF DELAWARE :  
: SS.  
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, Artesian, known to be personally to be such, and they acknowledged said Indenture to be their act and deed.

\_\_\_\_\_  
Notary Public

SUSSEX COUNTY, DELAWARE

\_\_\_\_\_  
Attest

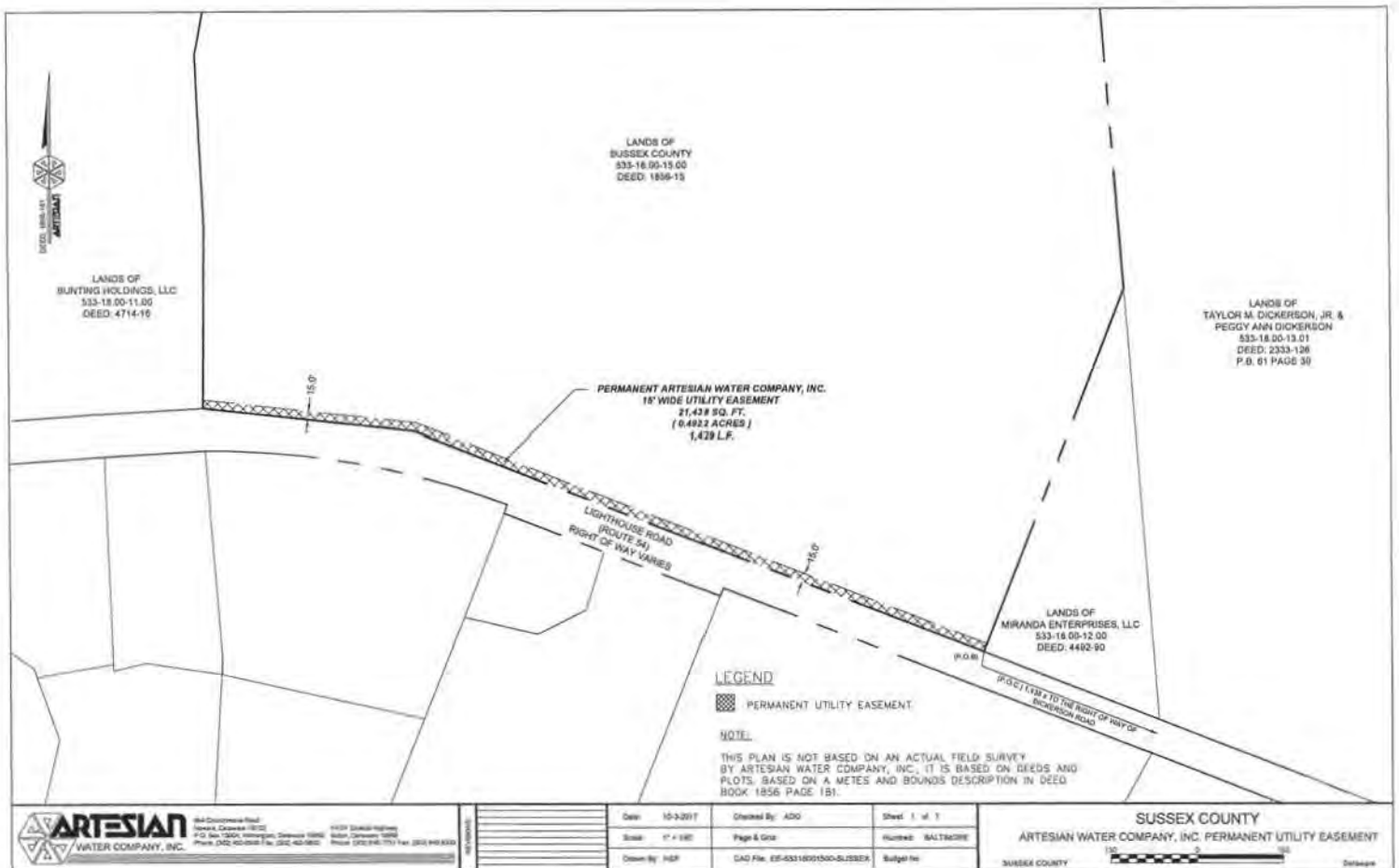
By: \_\_\_\_\_(SEAL)  
Michael H. Vincent,  
President of Sussex County Council

STATE OF DELAWARE :  
: SS.  
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, Michael H. Vincent, known to be personally to be such, and he acknowledged said Indenture to be his act and deed and the act and deed of Sussex County.

\_\_\_\_\_  
Notary Public





**EXHIBIT A**



# SUSSEX COUNTY GOVERNMENT

## GRANT APPLICATION

### SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: **City of Seaford**  
PROJECT NAME: **Nanticoke Riverfest**  
FEDERAL TAX ID: **51-6000241** 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 City of Seaford will provide its residents and businesses with good governance, positive customer service, and a desirable quality of life.  
ADDRESS: **414 High Street**  
**P.O. Box 1100**  
**Seaford DE 19973**  
(CITY) (STATE) (ZIP)  
CONTACT PERSON: **Katie Hickey**  
TITLE: **Superintendent of Parks & Recreation**  
PHONE: **302-629-6809** EMAIL: **seafordrec@seafordde.com**

### TOTAL FUNDING REQUEST: \$1,250

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? **5%**

## 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 <sup>1</sup> | <input checked="" type="checkbox"/> Other Community Event | <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 checked="" type="checkbox"/> Low to Moderate Income <sup>2</sup> | <input checked="" 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:  
6,000 - 8,000

## 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 Nanticoke Riverfest has been a part of the City of Seaford for 24 years. This family-friendly event provides people with free live entertainment, a large children's area, a vintage car show, local food and craft vendors (including the shops downtown), and an annual float-in down the Nanticoke River.

Not only does this event bring thousands of people from around Seaford and its surrounding areas, it highlights the heart of our downtown. Over the last several years, people have shied away from downtown Seaford because most businesses had closed or relocated. However, over the last year, our downtown has been on an upswing, gaining two new shops and one new restaurant, trying to restore the liveliness of the area. It is the City's goal to bring people downtown and Riverfest does just that.

To accommodate thousands of people takes a lot of planning, funding, volunteers and local support. Our event is funded primarily through donations from local sponsors. We hope that you will consider supporting the Nanticoke Riverfest.



- 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

<b>REVENUE</b>	
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	
<b>TOTAL REVENUES</b>	25,000.00
<b>EXPENDITURES</b>	
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. <b>(Put amounts in as a negative)</b>	
Advertising	- \$ 2,000.00
	- \$ 9,000.00
	- \$ 7,500.00
	- \$ 2,000.00
	- \$ 5,000.00
	- \$ 3,000.00
<b>TOTAL EXPENDITURES</b>	\$ 28,500.00
<b>TOTAL DEFICIT FOR PROJECT OR ORGANIZATION</b>	\$3,500.00

## SECTION 5: STATEMENT OF ASSURANCES

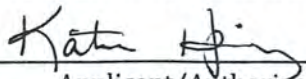
If this grant application is awarded funding, the City of Seaford agrees that:  
(Name of Organization)


- 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

  
Witness

4/12/18  
Date

4/12/18  
Date

Completed application can be submitted by:

Email: gjennings@sussexcountyde.gov

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



EB

**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.

Kathryn Hinch  
Applicant/Authorized Official

Gum Allen  
Witness

Superintendent of Parks & Recreation  
Title (Riverfest Chair)

4/12/18  
Date

Vincent  
4-12-18



# SUSSEX COUNTY GOVERNMENT

## GRANT APPLICATION

### SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: Big Brothers Big Sisters of Delaware

PROJECT NAME: Sussex County Bowl for Kids' Sake

FEDERAL TAX ID: 51 6018399 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: To provide children facing adversity with strong and enduring, professionally supported one-to-one mentoring relationships that change their lives for the better, forever.

ADDRESS: 111-A North Bedford Street

Georgetown DE 19947  
(CITY) (STATE) (ZIP)

CONTACT PERSON: Brad Spicer

TITLE: Sussex County Program Manager

PHONE: 302-856-2918 EMAIL: bspicer@bbbsde.org

### TOTAL FUNDING REQUEST: 1,000

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

If YES, how much was received in the last 12 months? 1,775

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 checked="" type="checkbox"/> Health and Human Services | <input type="checkbox"/> Cultural    |
| <input type="checkbox"/> Infrastructure <sup>1</sup> | <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 checked="" type="checkbox"/> Low to Moderate Income <sup>2</sup> | <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:

455

## 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.

Big Brothers Big Sisters is respectfully requesting the Council's support of our most important annual fundraiser, Bowl for Kids' Sake. A \$1,000 contribution would sponsor two Sussex County Council teams to join us for the event and greatly assist us in meeting our fundraising goals for 2018. Bowl for Kids' Sake (BFKS) is being held on May 22, 2018 at Milford Bowling Lanes. BFKS is a bowlathon where local businesses and community members raise pledges and come out to support Big Brothers Big Sisters. 100% of proceeds from this event directly support Big Brothers Big Sisters' mentoring services for at-risk youth in Sussex County. A \$1,000 contribution from Sussex County Council would represent about 3% of our event goal of \$30,000.

In 2017, Big Brothers Big Sisters of DE provided mentors and support services to 455 Sussex County youth, parents and guardians. Over 88% of these children served are from low-income families, as determined by eligibility for free/reduced school lunch. BBBSDE mentoring programs have been proven to help youth succeed. Program evaluation shows that youth matched with a Big Brother or Big Sister do better in school, get along better with their parents, and are more likely to avoid negative behaviors.

Thank you in advance for your consideration of our request.

- 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

<b>REVENUE</b>	
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	
<b>TOTAL REVENUES</b>	24,000.00
<b>EXPENDITURES</b>	
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. <b>(Put amounts in as a negative)</b>	
- Milford Bowling Lanes bowling fees, prizes, refreshments & t-shirts for participants	\$ 2,600.00
<b>TOTAL EXPENDITURES</b>	\$ 2,600.00
<b>TOTAL DEFICIT FOR PROJECT OR ORGANIZATION</b>	\$ 26,600.00

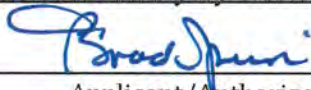
## SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the Big Brothers Big Sisters of DE agrees that:  
(Name of Organization)

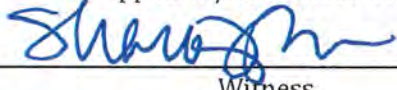
- 1) For non-religious organizations, all expenditures must have adequate documentation and must be expended within one (1) year of receipt of award funds. The funding awarded to the organization must be used in substantial conformity with the anticipated expenditures set forth in the submitted application.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



Witness

04/05/18

Date



Date

Completed application can be submitted by:

Email: [gjennings@sussexcountype.gov](mailto:gjennings@sussexcountype.gov)

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



gj

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

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

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

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


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

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

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

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

  
\_\_\_\_\_  
Applicant/Authorized Official  
  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Title  
4/10/18  
\_\_\_\_\_  
Date

Vincent  
4-10-18





## SUSSEX COUNTY GOVERNMENT

### GRANT APPLICATION

#### SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: First State Community Action Agency, Inc.

PROJECT NAME: 5th Annual Miniature Golf Tournament

FEDERAL TAX ID: 51-0104704 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 work towards the elimination of poverty and lessen the effects of poverty on people of low-income.

ADDRESS: First State Community Action Agency  
308 N. Railroad Avenue  
Georgetown Delaware 19947  
(CITY) (STATE) (ZIP)

CONTACT PERSON: Kaneisha Trott

TITLE: Communications Manager

PHONE: 302-856-7761 ext. 138 EMAIL: ktrott@firststatecaa.org

#### TOTAL FUNDING REQUEST: \$1,200

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

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

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

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

If YES, approximately what percentage of the project's funding does the Council grant represent? 5%

## SECTION 2: PROGRAM DESCRIPTION

### PROGRAM CATEGORY (choose all that apply)

- ☐ Fair Housing  
☐ Infrastructure<sup>1</sup>

- ☒ Health and Human Services  
☒ Other Youth Afterschool, Summer Enrichment & Training

- ☐ Cultural  
☒ Educational

### BENEFICIARY CATEGORY

- ☐ Disability & Special Needs  
☐ Elderly Persons  
☒ Minority

- ☐ Victims of Domestic Violence  
☒ Low to Moderate Income<sup>2</sup>  
☒ Other children of non-English speaking parents

- ☐ Homeless  
☒ Youth

### BENEFICIARY NUMBER

Approximately the total number of Sussex County Beneficiaries served annually by this program:  
400

## 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.

On Tuesday, May 22, 2018, First State Community Action Agency, Inc. will present the highly raved about 5th annual miniature golf tournament to benefit community youth programs administered by First State. Support will provide opportunities for youth to engage in the arts and sciences, improve their academic performance through tutoring and homework assistance, enhance their knowledge of money and banking, participate in cultural enrichment and recreational activities, receive mentoring and case management, as well as college prep and skills training for the workforce.

In the past year, First State—a statewide, human services, anti-poverty nonprofit based in Georgetown, Delaware—assisted more than 10,000 individuals with its full spectrum of programs and services. Since its inception in 1965, First State remains diligent in its efforts to empower, change, and promote self-sufficiency in the lives of low-income people and improve the overall health of our communities.

The miniature golf tournament, to be held at Jungle Jim's in Rehoboth Beach, Delaware has and will continue to attract many leaders in the community, local organizations, and companies. Since 2014, more than 83 local businesses have supported this fun amateur sporting event, enabling First State to continue providing important services to over 400 low-income youth in communities across Sussex County and beyond.

#### THE NEED:

The Afterschool Alliance reports that in Delaware, 18% of [26,240] children participated in an afterschool program. Studies show that many children are typically left alone, often without adult supervision, and without constructive extracurricular activities during those critical hours (3pm-6pm) after school. Afterschool programs not only provide a safe, supervised and structured environment, but also skill building and support to the academic needs of struggling students. In fact, afterschool programs are reported to help students improve grades and standardized test scores, increase social competence and motivation, as well as enhance their connection to schools, especially in low-income students. These programs are effective because they provide extra learning opportunities for children after school hours, lengthening and strengthening the lessons taught in the classroom. Schools and communities turn to these programs as a resource to improve overall student performance and reduce the achievement gap by providing personalized learning time through tutoring and other targeted interventions.

For over fifteen years, First State's community based Afterschool Program has provided extended learning for school-age children and youth through homework assistance and other enrichment activities believed to foster positive development and academic success. The Afterschool Program has demonstrated positive academic outcomes in low-income elementary students. During the 2015-2016 academic year, overall grade point averages of students in grades 1-5 increased 1.8% from 83.8 in the beginning of the year to 85.6 by the end of year across all subjects. Program staff, as well as school teachers and administrators, have each observed marked improvements within students' communication skills, social interaction and behavior inside and outside the classroom, grade and test scores, as well as self-esteem.

Our success, and the betterment of our local youth, relies heavily on the continued support of community partners like the Sussex County Council.

#### REQUEST FOR SUPPORT:

This year, we are requesting sponsorship support from the Sussex County Council in the amount of \$1,200 towards our 2018 miniature golf event. This contribution entitles you to the benefits of a Major Sponsor where your company will be given invaluable visibility and recognition in the community. As a Major event sponsor, the Sussex County Council will receive logo & company branding incorporated at raffle draw & prize tables, social media mentions leading up to event (and during day-of event), logo present on team photo signage, large logo on sponsor banner, logo on signage throughout the golf course, mention in event program, mention on First State's e-newsletter & website, and two (2) teams of four with lunch.

With your support, the miniature golf tournament will continue to be an outstanding event and great commemoration of First State's many youth programs and services to families throughout Sussex County and all of Delaware. Please help us expand our reach to help more young people succeed in and outside the classroom. Moreover, you will have the opportunity, at the event itself, to meet many others from our community with whom business opportunities and partnerships can be forged in years to come.

We thank you for your consideration and hope you will respond favorably to our request.



- 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

<b>REVENUE</b>	
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	
<b>TOTAL REVENUES</b>	5,200.00
<b>EXPENDITURES</b>	
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. <b>(Put amounts in as a negative)</b>	
Supplies, Awards, & Equipment	-\$ 900.00
Event Advertising & Promotions	-\$ 500.00
Venue Rental/ Food (Kings Creek Country Club)	-\$ 3,500.00
Music & Photography	-\$ 600.00
<b>TOTAL EXPENDITURES</b>	-\$ 5,500.00
<b>TOTAL DEFICIT FOR PROJECT OR ORGANIZATION</b>	-\$ 300.00

#### SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the First State Community Action Agency, Inc. agrees that:  
(Name of Organization)

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



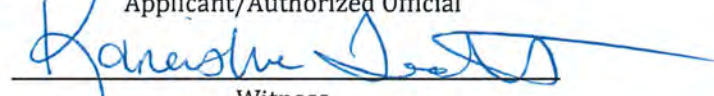
### SECTION 5: STATEMENT OF ASSURANCES (continued)

- 4) All information and statements in this application are accurate and complete to the best of my information and belief.
- 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

April 10, 2018

Date

  
Witness

April 10, 2018

Date

Completed application can be submitted by:

Email: gjennings@sussexcountyde.gov

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

*[Handwritten initials]*

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

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

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

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

Bernice Edwards  
Applicant/Authorized Official

Executive Director  
Title

Kaneisha Scott  
Witness

4/10/18  
Date

*Vincent*  
*4-10-18*

**To Be Introduced 04/24/18**

**Council District No. 5 – Arlett  
Tax I.D. No. 532-16.00-14.01 (portion of)  
911 Address: N/A**

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A TREE CUTTING BUSINESS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN LITTLE CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 0.81 ACRE, MORE OR LESS**

**WHEREAS, on the 6th day of April 2018, a conditional use application, denominated Conditional Use No. 2141, was filed on behalf of Miller’s Tree & Outdoor Services (David Miller); and**

**WHEREAS, on the \_\_\_\_ day of \_\_\_\_\_ 2018, 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. 2141 be \_\_\_\_\_; and**

**WHEREAS, on the \_\_\_\_ day of \_\_\_\_\_ 2018, 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. 2141 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 Little Creek Hundred, Sussex County, Delaware, and lying on the north side of Whitesville Road, approximately 0.3 mile southeast of Russell Road, and being more particularly described per the attached legal description prepared by Pennoni Associates, Inc., said parcel containing 0.81 acre, 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 04/24/18**

**Council District No. 4 - Cole**

**Tax I.D. No. 234-17.00-35.00**

**911 Address: 22935 John J. Williams Highway, Millsboro**

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A C-2 MEDIUM COMMERCIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 1.08 ACRES, MORE OR LESS**

**WHEREAS, on the 10th day of April 2018, a zoning application, denominated Change of Zone No. 1856, was filed on behalf of Melissa and Nate Walker; and**

**WHEREAS, on the \_\_\_\_ day of \_\_\_\_ 2018, 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. 1856 be \_\_\_\_; and**

**WHEREAS, on the \_\_\_\_ day of \_\_\_\_ 2018, 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 of C-2 Medium Commercial District 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 east side of John J. Williams Highway (Route 24), approximately 0.38 mile south of Hollymount Road, and being more particularly described in the attached legal description prepared by Pennoni Associates, Inc., said parcel containing 1.08 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.**