

Sussex County Council Public/Media Packet

**MEETING:
July 23, 2019**

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**Sussex County Council
2 The Circle | PO Box 589
Georgetown, DE 19947
(302) 855-7743**

COUNTY COUNCIL

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



Sussex County

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(302) 855-7743 T
(302) 855-7749 F

SUSSEX COUNTY COUNCIL

AGENDA

JULY 23, 2019

10:00 A.M.

** AMENDED on July 18, 2019 at 3:00 P.M.¹

Call to Order

Approval of Agenda

Approval of Minutes

Reading of Correspondence

Public Comments

Todd Lawson, County Administrator

1. Administrator's Report

Vince Robertson, Assistant County Attorney

1. Discussion and Possible Introduction of a Proposed Ordinance entitled "AN ORDINANCE TO AMEND THE CODE OF SUSSEX COUNTY, CHAPTER 110, ARTICLE XIII, SECTION 110-88, SUBSECTIONS D AND H THEREOF, RELATING TO THE ESTABLISHMENT OF ANNUAL SERVICE CHARGES; DETERMINATION OF AMOUNT OF CHARGE"

Andrea Wall, Manager of Accounting

1. Federal Payment in Lieu of Taxes

Robert Schoonover, EMS Manager of Logistics

1. Request for Proposals – Vehicle Purchases

- A. Bid Award



Hans Medlarz, County Engineer

1. Airport Master Plan Update
 - A. Airport Consultant Contract Award
 - B. FAA Grant Acceptance
2. FY 2019 General Labor & Equipment Contract, Project No. 19-01
 - A. Change Order No. 1 – FY 20
3. Sussex County Chapter 95 Proposed Messick Development Street Lighting District
 - A. Resolution to authorize time and place of election
4. Department of Environmental Services – Control Cabinet Upgrades, Project M19-11
 - A. Substantial Completion

John Ashman, Director of Utility Planning

1. Infrastructure Use Agreement - Lighthouse View, Phase 2B

Grant Requests

1. AIDS Delaware for AIDS Walk Delaware fundraiser and awareness event.
2. Delaware State College Alumni Association for Delaware State University Marching Band's performance in Rehoboth Beach
3. Make-A-Wish Delaware for the Giving Day Program
- ** 4. Millsboro Little League for travel expenses

Introduction of Proposed Zoning Ordinances

Council Members' Comments

Executive Session – Collective Bargaining, Pending Litigation, and Land Acquisition pursuant to 29 Del.C.§10004(b)

Possible Action on Executive Session Items

1:30 p.m. Public Hearing

Change of Zone No. 1882 filed on behalf of Nassau DE Acquisition Co., LLC

“AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT AND C-2 MEDIUM COMMERCIAL DISTRICT TO A HR-1 HIGH-DENSITY RESIDENTIAL DISTRICT – RESIDENTIAL PLANNED COMMUNITY FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 15.2 ACRES, MORE OR LESS” (land lying on the east side of Coastal Highway (Route 1), approximately 150 feet north of Old Mill Road, and on the north side of Old Mill Road, approximately 708 feet east of Coastal Highway (Route 1) (Tax I.D. No. 334-1.00-15.00 and 334-1.00-15.03) (911 Address: None Available)

Adjourn

Sussex County Council meetings can be monitored on the internet at www.sussexcountyde.gov.

In accordance with 29 Del.C. §10004(e)(2), this Agenda was posted on July 16, 2019 at 4:30 p.m., and at least seven (7) days in advance of the meeting.

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

Agenda items may be considered out of sequence.

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

SUSSEX COUNTY COUNCIL - GEORGETOWN, DELAWARE, JULY 16, 2019

A regularly scheduled meeting of the Sussex County Council was held on Tuesday, July 16, 2019, at 10:00 a.m., in the Council Chambers, Sussex County Administrative Office Building, Georgetown, Delaware, with the following present:

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

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

**Call to
Order**

Mr. Vincent called the meeting to order.

**M 348 19
Approve
Agenda**

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

Motion Adopted: 5 Yeas.

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

Minutes

The minutes of June 25, 2019 were approved by consent.

**Public
Comments**

A public comment period was held and the following spoke: Jim Martin.

Correspondence

**Corre-
spondence**

Sussex Conservation District, Georgetown, Delaware.
Re: Letter thanking Council for its support of the Conservation Program in the County's FY20 Budget.

**Recognition
of former
Board**

The Council recognized Dale Callaway for his service on the Board of Adjustment from 1992 to 2019.

Members

The Council recognized John Mills for his service on the Board of Adjustment from 1992 to 2019.

The Council recognized Bruce Mears for his service on the Board of Adjustment from 2017 to 2019 and for his service on the Building Code

(continued) **Appeal Board from 1996 to 2019.**

Airport Manager Mr. Lawson introduced the County's new Airport Manager, Eric Littleton, who will take over as manager of airport and business park operations in October when the current manager retires.

Legislative Update Mr. Lawson presented a legislative update, noting the end of the General Assembly's session on June 30th. Mr. Lawson reviewed House Bill 118 (property maintenance), House Bill 228 (lodging tax), HB 260 (grant-in-aid) and SB 180 (bond bill).

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

1. DelDOT 2021-2026 Capital Transportation Program

Sussex County invites the public to offer suggestions for the upcoming 2021-2026 Capital Transportation Program (CTP) request, which the County Council will submit to the Delaware Department of Transportation in September. Residents and property owners with ideas for improving local roads, pedestrian walkways, public transportation, and other related infrastructure and services can go onto the County's website to submit their suggestions.

Please visit www.sussexcountype.gov and click on the link to fill out a suggestion form, as well as to view last year's County request.

Submissions will be accepted now through August 2nd. County staff will review all suggestions and then compile a draft report for County Council's review before submitting the final recommendation to DelDOT for their public hearing in September.

2. Sussex County Aaa Bond Rating

On Friday, July 12, 2019, Moody's Investors Service issued its Credit Opinion for Sussex County resulting in an increase in the County's bond rating to Aaa, the highest rating score possible.

The Credit Opinion highlighted the extremely strong financial position the County maintains and the conservative budgeting estimates the management team follows. Moody's cited the County's practice of only budgeting for 70% of what it expects to be collected from realty transfer tax in the current fiscal year and utilizing the excess funds for capital projects; and on the expenditure side, the fact that the County actively monitors its expenditures to generate operational savings.

The credit for this great accomplishment goes to the County Finance Director, Ms. Gina Jennings, for her management of the County's finances and oversight of its operations. Her practices are the reason for the County accomplishing a Aaa bond rating. Congratulations to Ms. Jennings and her staff. A copy of the Credit Opinion is attached.

Administrator's
Report
(continued)

3. Projects Receiving Substantial Completion

Per the attached Engineering Department Fact Sheets, the following projects have received Substantial Completion: The Estuary – Phase 1D-1A (Construction Record), effective June 25th; Seabrook (aka Deerbrook) – Phase 2, effective June 29th; and Ocean View Beach Club – Phase 3B Sewer, effective July 9th.

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

Public
Hearing/
Smith
Annexation/
Chapel
Branch
Area

A Public Hearing was held to consider extending the boundary of the Sussex County Unified Sanitary Sewer District (SCUSSD), Chapel Branch Area, to include one parcel of land along the east side of Wil King Road.

John Ashman, Director of Utility Planning, reported that a request was received from Charles and Gladys Smith, property owners of Parcel 234-6.00-74.05, stating their interest in having the County extend the current sewer district boundary to include their parcel, which is contiguous to the existing boundary.

There were no public comments and the Public Hearing was closed.

M 349 19
Adopt
R 014 19

A Motion was made by Mr. Wilson, seconded by Mr. Hudson, to Adopt Resolution No. R 014 19 entitled "A RESOLUTION TO EXTEND THE BOUNDARY OF THE SUSSEX COUNTY UNIFIED SANITARY SEWER DISTRICT (SCUSSD) CHAPEL BRANCH AREA, TO INCLUDE A PARCEL LOCATED IN THE INDIAN RIVER HUNDRED, SUSSEX COUNTY, DELAWARE AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, IN AND FOR SUSSEX COUNTY, DELAWARE".

Motion Adopted: 5 Yeas.

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

Delaware
Coastal
Airport/
Old
Terminal
Building
Redevelop-
ment
Update

Hans Medlarz, County Engineer, presented an update on the Delaware Coastal Airport, Old Terminal Building Redevelopment. On May 21, 2019, Council approved a Memorandum of Understanding (MOU) with Georgetown Air Services, LLC as well as the release of a Request for Proposals (RFP) for the ground lease and hangar development on Lot A3-2. Thereafter, the RFP was released and a single proposal was received; the sole respondent was Schell Brothers LLC. They propose a ±22,000 square foot hangar facility with a lease term of 30 years and two 10-year renewal options. Mr. Medlarz reported that the Airport Manager is in the process of obtaining FAA approval of the proposed change to the Airport Layout Plan. Once FAA approval is received, the Engineering Department will

(continued) seek Council's approval of the Schell Brothers LLC ground lease and an amendment to Georgetown Air Services, LLC's current lease. No action was necessary on this date.

Bid Results/ Bulk Delivery of 50% Caustic Soda Hans Medlarz, County Engineer, presented the bid results for the Bulk Delivery of 50% Caustic Soda (Project M19-33). Four bids were received. Intercoastal Trading, Inc. offered the lowest overall bid at \$153,505.50. The Engineering Department recommends award of Bid Item 1 for bulk delivery of caustic soda and Alternate Bid Item 1 for containerized caustic soda delivery to Intercoastal Trading, Inc. at the unit prices bid not to exceed \$125,000 per year. If the company's performance is satisfactory, the contract allows a one year extension at the unit price bid at the discretion of the Engineering Department.

M 350 19 Award Bid / Bulk Delivery of 50% Caustic Soda A Motion was made by Mr. Burton, seconded by Mr. Hudson, based upon the recommendation of the Sussex County Engineering Department, that Sussex County Project M19-33, Bulk Delivery of 50% Caustic Soda, be awarded to Intercoastal Trading, Inc. of Cambridge, Maryland, at the bid amount of \$2.96 per gallon (bulk) and \$7.15 per gallon for containerized caustic soda, with a not to exceed amount of \$125,000.00.

Motion Adopted: 5 Yeas.

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

Proposed Ordinances/ Issuance of General Obligation Bonds/ Spray Irrigation and Land/ Joy Beach Sewer Annexation Project/ Mulberry Knoll Sewer District Project Hans Medlarz, presented the following three (3) proposed ordinances for discussion and possible introduction:

“AN ORDINANCE AUTHORIZING THE ISSUANCE OF UP TO \$8,808,000 OF GENERAL OBLIGATION BONDS OF SUSSEX COUNTY IN CONNECTION WITH THE PURCHASE OF A SPRAY IRRIGATION SYSTEM AND LAND AND AUTHORIZING ALL NECESSARY ACTIONS IN CONNECTION THEREWITH”.

SYNOPSIS: This Ordinance provides for the issuance of up to \$8,808,000 of Sussex County General Obligation Bonds in order to finance or reimburse the County for all or a portion of the costs for the purchase of a spray irrigation system and land (collectively, the "Project").

“AN ORDINANCE AUTHORIZING THE ISSUANCE OF UP TO \$5,691,821 OF GENERAL OBLIGATION BONDS OF SUSSEX COUNTY IN CONNECTION WITH THE JOY BEACH SEWER ANNEXATION PROJECT AND AUTHORIZING ALL NECESSARY ACTIONS IN CONNECTION THEREWITH”.

SYNOPSIS: This Ordinance provides for the issuance of up to \$5,691,821 of Sussex County General Obligation Bonds in order to finance or

Proposed Ordinances/ Issuance of General Obligation Bonds (continued)

reimburse the County for a portion of the costs for the design, construction and equipping of the Joy Beach Sewer Annexation Project, which will finance a gravity collection system, pump station, and force main to serve 135 Equivalent Dwelling Units in existing subdivisions and individual parcels in the Joy Beach area, which has been annexed into the Sussex County Unified Sanitary Sewer District (Angola Neck Area) (collectively, the "Project"), with the expectation that up to \$3,396,000 of principal forgiveness will be applied in order to reduce the principal amount of the Bonds outstanding to \$2,295,821 upon Project completion.

“AN ORDINANCE AUTHORIZING THE ISSUANCE OF UP TO \$3,135,379 OF GENERAL OBLIGATION BONDS OF SUSSEX COUNTY IN CONNECTION WITH THE MULBERRY KNOLL SEWER DISTRICT PROJECT AND AUTHORIZING ALL NECESSARY ACTIONS IN CONNECTION THEREWITH”.

SYNOPSIS: This Ordinance provides for the issuance of up to \$3,135,379 of Sussex County General Obligation Bonds in order to finance or reimburse the County for a portion of the costs for the design, construction and equipping of the Mulberry Knoll Sewer District Project, which will finance a gravity collection system, sub-regional pump station, and force main to serve 63 Equivalent Dwelling Units in the area south of Route 24, along Mulberry Knoll Road, an area which is a peninsula in the Rehoboth Bay, with the wastewater being pumped to the County's Inland Bays Regional Wastewater Facility for treatment and disposal, an area which has been created and is now a part of the Sussex County Unified Sanitary Sewer District (collectively, the "Project"), with the expectation that up to \$1,941,000 of principal forgiveness will be applied in order to reduce the principal amount of the Bonds outstanding to \$1,194,379 upon Project completion.

Introduction of Proposed Ordinances

Mr. Burton introduced the Proposed Ordinance entitled **“AN ORDINANCE AUTHORIZING THE ISSUANCE OF UP TO \$8,808,000 OF GENERAL OBLIGATION BONDS OF SUSSEX COUNTY IN CONNECTION WITH THE PURCHASE OF A SPRAY IRRIGATION SYSTEM AND LAND AND AUTHORIZING ALL NECESSARY ACTIONS IN CONNECTION THEREWITH”.**

Mr. Burton introduced the Proposed Ordinance entitled **“AN ORDINANCE AUTHORIZING THE ISSUANCE OF UP TO \$5,691,821 OF GENERAL OBLIGATION BONDS OF SUSSEX COUNTY IN CONNECTION WITH THE JOY BEACH SEWER ANNEXATION PROJECT AND AUTHORIZING ALL NECESSARY ACTIONS IN CONNECTION THEREWITH”.**

Mr. Burton introduced the Proposed Ordinance entitled **“AN ORDINANCE AUTHORIZING THE ISSUANCE OF UP TO \$3,135,379 OF GENERAL OBLIGATION BONDS OF SUSSEX COUNTY IN CONNECTION WITH THE MULBERRY KNOLL SEWER DISTRICT**

Introduction of Proposed Ordinances (continued)

PROJECT AND AUTHORIZING ALL NECESSARY ACTIONS IN CONNECTION THEREWITH”.

The Proposed Ordinances will be advertised for Public Hearing.

Infrastructure Agreements

John Ashman, Director of Utility Planning, presented four proposed Use of Existing Infrastructure Agreements for the Council’s consideration.

**M 351 19
Approve Use of Existing Infrastructure Agreement/
Frankford Business Park**

A Motion was made by Mr. Burton, seconded by Mr. Hudson, based upon the recommendation of the Sussex County Engineering Department, that Sussex County Council approves the Use of Existing Infrastructure Agreement between Sussex County and Chesapeake Plumbing and Heating, Inc. (Frankford Business Park) for a capacity allocation in the regional transmission system, as presented.

Motion Adopted: 5 Yeas.

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

**M 352 19
Approve Use of Existing Infrastructure Agreement/
Bishops Landing**

A Motion was made by Mr. Burton, seconded by Mr. Hudson, based upon the recommendation of the Sussex County Engineering Department, that Sussex County Council approves the Use of Existing Infrastructure Agreement between Sussex County and Dove Barrington Development, LLC (Bishops Landing, aka Dove Landing) for a capacity allocation in the regional transmission system, as presented.

Motion Adopted: 5 Yeas.

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

**M 353 19
Approve Use of Existing Infrastructure Agreement/
Ocean View Beach Club**

A Motion was made by Mr. Hudson, seconded by Mr. Burton, based upon the recommendation of the Sussex County Engineering Department, that Sussex County Council approves the Use of Existing Infrastructure Agreement between Sussex County and Lighthipe, LLC (Ocean View Beach Club North) for a capacity allocation in the regional transmission system, as presented.

Motion Adopted: 5 Yeas.

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

M 354 19
Approve
Use of
Existing
Infra-
structure
Agreement/
Beebe
Healthcare
Rehoboth
Health
Campus

A Motion was made by Mr. Burton, seconded by Mr. Hudson, based upon the recommendation of the Sussex County Engineering Department, that Sussex County Council approves the Use of Existing Infrastructure Agreement between Sussex County and Beebe Medical Center, Inc. (Beebe Healthcare, Rehoboth Health Campus) for a capacity allocation in the regional transmission system, as presented.

Motion Adopted: 5 Yeas.

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

Grant
Requests

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

M 355 19
Council-
manic
Grant

A Motion was made by Mr. Burton, seconded by Mr. Hudson, to give \$1,500.00 from Mr. Burton's Councilmanic Grant Account to Mariner Middle School for Business Professionals of America for conference expenses.

Motion Adopted: 5 Yeas.

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

M 356 19
Council-
manic
Grant

A Motion was made by Mr. Hudson, seconded by Mr. Wilson, to give \$1,500.00 from Mr. Hudson's Councilmanic Grant Account to West Rehoboth Community Land Trust for affordable low income housing.

Motion Adopted: 5 Yeas.

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

M 357 19
Council-
manic
Grant

A Motion was made by Mr. Hudson, seconded by Mr. Burton, to give \$1,000.00 from Mr. Hudson's Councilmanic Grant Account to ITN Southern Delaware for the Quality of Life: Aging in Place program.

Motion Adopted: 5 Yeas.

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

M 358 19
Council-
manic
Grant

A Motion was made by Mr. Hudson, seconded by Mr. Wilson, to give \$1,500.00 (\$1,000.00 from Mr. Hudson's Councilmanic Grant Account and \$500.00 from Mr. Burton's Councilmanic Grant Account) to West Side New

M 358 19 **Beginnings for community safety and minor renovations.**
(continued)

Motion Adopted: 5 Yeas.

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

M 359 19 **A Motion was made by Mr. Hudson, seconded by Mr. Rieley, to give**
Countywide **\$1,500.00 from Countywide Youth Grants to Coastal Concerts for musical**
Youth **scholarships.**
Grant

Motion Adopted: 5 Yeas.

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

M 360 19 **A Motion was made by Mr. Wilson, seconded by Mr. Burton, to give**
Council- **\$1,000.00 (\$500.00 each from Mr. Wilson's and Mr. Burton's Councilmanic**
manic **Grant Accounts) to the Chamber of Commerce of Greater Milford for the**
Grant **Riverwalk "Freedom" Festival.**

Motion Adopted: 5 Yeas.

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

M 361 19 **A Motion was made by Mr. Wilson, seconded by Mr. Burton, to give**
Council- **\$1,000.00 from Mr. Wilson's Councilmanic Grant Account to First State**
manic **Community Action Agency for Kimmeytown Community Day.**
Grant

Motion Adopted: 5 Yeas.

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

Introduction **Mr. Wilson introduced the Proposed Ordinance entitled "AN ORDINANCE**
of Proposed **to GRANT A CONDITIONAL USE OF LAND IN AN AR-1**
Ordinances **AGRICULTURAL RESIDENTIAL DISTRICT TO AMEND**
CONDITIONAL USE NO. 1979 TO ALLOW FOR NIGHTCLUB TYPE
ACTIVITIES AND AN ELECTRONIC MESSAGE CENTER SIGN TO BE
LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN
CEDAR CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 3.033
ACRES, MORE OR LESS" (Conditional Use No. 2192) filed on behalf of
Thomas and Judy Thomas and Judy Munce (Napoleon Hernandez) (Tax
I.D. No. 230-26.00-35.01) (911 Address: 12327 DuPont Boulevard (Route

**Introduction
of Proposed
Ordinances
(continued)**

113), Ellendale).

Mr. Burton introduced the Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A MR MEDIUM DENSITY RESIDENTIAL DISTRICT FOR MULTI-FAMILY (128 UNITS) TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BROADKILL HUNDRED, SUSSEX COUNTY, CONTAINING 6.4 ACRES, MORE OR LESS” (Conditional Use No. 2193) filed on behalf of Chappell Farm, LLC (Tax I.D. No. 235-23.00-1.02 (portion of) (911 Address: 30511 Cave Neck Road, Milton).

Mr. Burton introduced the Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A FURNITURE MAKING AND REPAIR BUSINESS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 5.0 ACRES, MORE OR LESS” (Conditional Use No. 2194) filed on behalf of Imagination-Renovation, LLC (Tax I.D. No. 234-4.00-10.32) (911 Address: 20601 Rust Road, Harbeson).

Mr. Burton introduced the Proposed Ordinance entitled “AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A MR MEDIUM DENSITY RESIDENTIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN BROADKILL HUNDRED, SUSSEX COUNTY, CONTAINING 6.4 ACRES, MORE OR LESS” (Change of Zone No. 1891) filed on behalf of Chappell Farm, LLC (Tax I.D. No. 235-23.00-1.02 (portion of) (911 Address: 30511 Cave Neck Road, Milton).

Mr. Burton introduced the Proposed Ordinance entitled “AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A C-3 HEAVY COMMERCIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN BROADKILL HUNDRED, SUSSEX COUNTY, CONTAINING 8.53 ACRES, MORE OR LESS” (Change of Zone No. 1892) filed on behalf of Chappell Farm, LLC (Tax I.D. No. 235-23.00-1.02 (portion of) (911 Address: 30511 Cave Neck Road, Milton).

The Proposed Ordinances will be advertised for Public Hearing.

**M 362 19
Recess**

At 11:10 a.m., a Motion was made by Mr. Hudson, seconded by Mr. Burton, to recess until 1:30 p.m.

Motion Adopted: 5 Yeas.

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

M 363 19 At 1:31 p.m., a Motion was made by Mr. Hudson, seconded by Mr. Rieley,
Reconvene to reconvene.

Motion Adopted: 5 Yeas.

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

Rules Mr. Moore read the rules of procedure for public hearings.

**Public Hearing/
CU 2178** 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 WELDING AND FABRICATION BUSINESS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BROAD CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 1.605 ACRES, MORE OR LESS” (Conditional Use No. 2178) filed on behalf of Steven and Carrie Coleman (Tax I.D. No. 232-19.00-30.00) (911 Address: 14716 Laurel Road, Laurel).

The Planning and Zoning Commission held a Public Hearing on this application on June 13, 2019 at which time action was deferred. On June 27, 2019, the Commission recommended approval with conditions.

(See the minutes of the Planning and Zoning Commission dated June 13 and 27, 2019.)

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

The Council found that Steven Coleman was present on behalf of his application. He stated that he operates a welding and fabrication business; that his business is growing and he wishes to expand; that he currently works out of his garage and he wants to build a larger fabrication shop on the adjacent parcel; that he is proposing a 40 foot by 60 foot (or 40 foot by 80 foot) building; that he currently has four (4) full time employees and two (2) office staff; and that all work would take place inside or under cover.

There were no public comments.

The Public Hearing and public record were closed.

**M 364 19
Adopt
Ordinance
No. 2667/
CU 2178**

A Motion was made by Mr. Burton, seconded by Mr. Hudson, to Adopt Ordinance No. 2667 entitled "AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A WELDING AND FABRICATION BUSINESS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BROAD CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 1.605 ACRES, MORE OR LESS" (Conditional Use No. 2178) filed on behalf of Steven and Carrie Coleman, with the following conditions:

- A. No outside repair work shall be performed on site.
- B. All used, junked parts, equipment, etc. shall be screened from view of neighboring properties and roadways and shall be appropriately discarded or recycled.
- C. The property shall have security lighting that is downward screened so that it does not project onto neighboring properties or roadways.
- D. If desired by the Applicant, one lighted sign not to exceed 32 square feet per side shall be permitted.
- E. The Applicant shall comply with all DelDOT requirements concerning access and roadway improvements.
- F. All dumpsters or trash disposal containers shall be screened from view from neighboring properties, adjacent properties and roadways.
- G. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning and Zoning Commission.

Motion Adopted: 5 Yeas.

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

**Public
Hearing/
CZ 1877**

A Public Hearing was held on the Proposed Ordinance entitled "AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM A CR-1 COMMERCIAL RESIDENTIAL DISTRICT AND A MR MEDIUM DENSITY RESIDENTIAL DISTRICT TO A MR-RPC MEDIUM DENSITY RESIDENTIAL DISTRICT - RESIDENTIAL PLANNED COMMUNITY FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 49.94 ACRES, MORE OR LESS" (Change of Zone No. 1877) filed on behalf of Schiff Land Development Company, LLC (Tax I.D. No. 234-29.00-66.00, 66.01 & 66.02) (911 Address: None Available).

The Planning and Zoning Commission held a Public Hearing on this application on June 13, 2019 at which time the Commission deferred action. On June 27, 2019, the Commission recommended approval with conditions.

(See the minutes of the Planning and Zoning Commission dated June 13 and 27, 2019.)

**Public
Hearing/
CZ 1877
(continued)**

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

The Council found that David Hutt, Attorney, was present with Phil Tolliver of Morris and Ritchie Associates and Jim Schiff, one of the Principals. Mr. Hutt reviewed the application which consists of three tax parcels located on Route 24; the project name is Patriots Glen. He reviewed the history of the site (several other land use applications) and noted that a previously approved RPC has lapsed; however, the underlying zoning remains. He reviewed the land use in the area surrounding the parcels; compatibility with the surrounding community; and the RPC approved in 2007 and the underlying zoning. Mr. Hutt presented the proposal for 161 single family units, which is 3.22 units per acre. He stated that the property is currently used for agriculture purposes; that it is located in an Investment Level 3 Area according to the Strategies for State Policies and Spending; that a small portion to the rear of the property is wooded; that the Applicant proposes 13.5 acres of open space which is 27 percent of the site; that amenities include a clubhouse with a pool; that there will be sidewalks on both sides of the streets; that the entrance to the community will be enhanced with a landscaped berm; that construction will occur in three phases; that the County will provide sanitary sewer services and Tidewater will provide water; and that the proposed project is consistent with the character and trend of the area. Mr. Hutt referenced DelDOT's response which was submitted in the Exhibit Book; and it was noted that the Applicant can pay into an area-wide traffic study in lieu of a Traffic Impact Study.

There were no public comments.

The Public Hearing and public record were closed.

**M 365 19
Adopt
Ordinance
No. 2668/
CZ 1877**

A Motion was made by Mr. Hudson, seconded by Mr. Burton, to Adopt Ordinance No. 2668 entitled "AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM A CR-1 COMMERCIAL RESIDENTIAL DISTRICT AND A MR MEDIUM DENSITY RESIDENTIAL DISTRICT TO A MR-RPC MEDIUM DENSITY RESIDENTIAL DISTRICT - RESIDENTIAL PLANNED COMMUNITY FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 49.94 ACRES, MORE OR LESS" (Change of Zone No. 1877) filed on behalf of Schiff Land Development Company, LLC, with the following conditions:

- A. There shall be no more than 161 residential units with the project:**
- B. The bulk area standards for the 161 units shall be as follows:**
 - 1. Front yard – 24 ft.**
 - 2. Side yard – 10 ft.**
 - 3. Rear yard – 10 ft.**
 - 4. Corner yard – 15 ft.**
 - 5. Minimum lot width – 60 ft.**

**M 365 19
Adopt
Ordinance
No. 2668/
CZ 1877
(continued)**

- 6. Minimum lot area – 7,500 sf.**
- C. Site plan review shall be required for each phase of the development.**
 - D. All entrances, intersection, interconnection, roadway and multi-modal improvements required by DeIDOT shall be completed by the Applicant in accordance with DeIDOT’s requirements or in accordance with any further modifications required by DeIDOT.**
 - E. The development shall be served as part of a Sussex County Sanitary Sewer District in accordance with the Sussex County Engineering Department’s specifications and regulations.**
 - F. The MR-RPC shall be served by a public central water system providing adequate drinking water and fire protection as required by applicable regulations.**
 - G. Stormwater management and erosion and sediment control facilities shall be constructed in accordance with the applicable State and County requirements. These facilities shall be operated in a manner that is consistent with Best Management Practices (BMPs). The Final Site Plan shall contain the approval of Sussex County’s Conservation District.**
 - H. The interior street design shall be in accordance with or exceed Sussex County’s street design requirements and specifications. The street design shall include sidewalks on both sides of the street.**
 - I. There shall be a 30-foot forested landscaped buffer around the entire perimeter of the site.**
 - J. The Applicant shall submit as part of the site plan review a landscape plan showing the proposed tree and shrub landscape design, including landscaping in all of the buffer areas.**
 - K. Construction and deliveries shall only occur from Monday through Friday and only between the hours of 6:00 a.m. and 6:00 p.m.**
 - L. The Applicant shall form a Homeowner’s Association to be responsible for the maintenance of the streets, roads, buffers, open spaces, stormwater management facilities and other common areas.**
 - M. The Restrictive Covenants and Final Site Plan shall state that agricultural activities exist nearby, and they shall include the Agricultural Use Protection Notice.**
 - N. The amenities shall include a clubhouse/multi-purpose building, pool and patio area, with at least 24 off-street parking spaces set aside for these areas. These amenities shall be completed and open to use by the residents of the development prior to the issuance of the 81st building permit.**
 - O. If required by the Indian River School District, a protected school bus shelter with related parking shall be installed at the entrance to the development. Alternatively, the Developer shall coordinate with the school district for another location, with a preference for the clubhouse building.**
 - P. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning and Zoning Commission.**

Motion Adopted: 4 Yeas, 1 Nay.

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

**Public
Hearing/
CZ 1878**

A Public Hearing was held on the Proposed Ordinance entitled “AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM A GR-RPC (GENERAL RESIDENTIAL DISTRICT – RESIDENTIAL PLANNED COMMUNITY) TO A GR-RPC (GENERAL RESIDENTIAL DISTRICT – RESIDENTIAL PLANNED COMMUNITY) TO ALLOW FOR GARAGE STUDIO APARTMENTS FOR CHANGE OF ZONE NO. 1721 (ORDINANCE NO. 2295) FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN BROADKILL HUNDRED, SUSSEX COUNTY, CONTAINING 154.72 ACRES, MORE OR LESS” (Change of Zone No. 1878) filed on behalf of Captain’s Way Development, LLC (Tax I.D. No. 235-13.00-2.00, 2.06, 2.07, 2.08 and 235-13.00-32.00 through 332.00) (911 Address: None Available).

The Planning and Zoning Commission held a Public Hearing on this application on June 13, 2019 at which time action was deferred. On June 27, 2019, the Commission deferred action again.

(See the minutes of the Planning and Zoning Commission dated June 13 and 27, 2019.)

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

The Council found that Preston Dyer, a member of the Developer, was present with Mark Davidson with Pennoni Associates and Mason Dyer, a member of the Developer. Mr. Dyer stated that applications for garage studio apartments are special use exceptions and requests are usually heard by the Board of Adjustment; however, because the application is a proposed amendment to a RPC approval (Ordinance No. 2295), the application must be heard by the Planning and Zoning Commission and the Sussex County Council. Mr. Dyer stated that the application is for an amendment to the conditions of approval of Ordinance No. 2295 to allow for garage studio apartments; that there are 301 lots in the Captains Way subdivision which is zoned GR with a RPC overlay designation; that they are currently finishing the construction of Phase One and are proposing the sale of lot/home packages at \$199,990.00; that the beginning prices accommodate the moderately priced housing market; that this project will target an active adult lifestyle community and will integrate the blending of generations which will benefit the elderly and those needing child care; and that there is a need for senior housing. Mr. Dyer discussed several rental options that would be available, i.e. non-market rentals and third party market rentals. Mr. Dyer referenced Ordinance No. 1959 and he stated that this is enabling legislation for accessory uses (garage/studio apartments with parking). Mr. Dyer stated that this proposal is for accommodation and not for profit, and that the proposal provides for affordable housing. Mr. Dyer reviewed qualifications which are in accordance with the Fair Housing Act and

**Public
Hearing/
CZ 1878
(continued)**

proposed restrictions, i.e. limited to at least a one year lease and owner has to live on the site and manage the lease. Mr. Davidson reviewed the proposed layout and engineering of the site and a typical garage/studio apartment floor plan. Mr. Dyer asked that the Council grant this Special Use Exception for all of the lots.

Ms. Cornwell stated that, if the application is approved, the Applicant will have to revise the site plan and the master plan; additionally, updated information will be requested from agencies.

Council members discussed with the Applicant the increase in density and the increased load on infrastructure.

There were no public comments.

The Public Hearing and public record were closed.

**M 366 19
Defer
Action on
CZ 1878**

A Motion was made by Mr. Burton, seconded by Mr. Wilson, to defer action on Change of Zone No. 1878 filed on behalf of Captain's Way Development, LLC.

(The record will remain open for the Planning and Zoning Commission's recommendation; thereafter, the record will remain open for a period of 5 calendar days following the issuance of the Commission's recommendation during which time written comments only from the public can be submitted.)

Motion Adopted: 5 Yeas.

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

**Public
Hearing/
CZ 1880**

A Public Hearing was held on the Proposed Ordinance entitled "AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A C-2 MEDIUM COMMERCIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 1.0 ACRES, MORE OR LESS" (Change of Zone No. 1880) filed on behalf of Craig Kormanik (Tax I.D. No. 234-23.00-261.00) (911 Address: 31792 Indian Mission Road, Millsboro).

The Planning and Zoning Commission held a Public Hearing on this application on June 13, 2019 at which time action was deferred. On June 27, 2019, the Commission recommended approval.

(See the minutes of the Planning and Zoning Commission dated June 13 and 27, 2019.)

**Public
Hearing/
CZ 1880
(continued)**

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

Tammy Rust, Realtor, was present on behalf of the application. She reported that the surrounding properties are zoned commercial and that a commercial use would be the best use for this property.

There were no public comments.

The Public Hearing and public record were closed.

**M 367 19
Adopt
Ordinance
No. 2669/
CZ 1880**

A Motion was made by Mr. Hudson, seconded by Mr. Rieley, to Adopt Ordinance No. 2669 entitled "AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A C-2 MEDIUM COMMERCIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 1.0 ACRES, MORE OR LESS" (Change of Zone No. 1880) filed on behalf of Craig Kormanik.

Motion Adopted: 5 Yeas.

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

**M 368 19
Adjourn**

At 3:10 p.m., a Motion was made by Mr. Rieley, seconded by Mr. Wilson, to adjourn.

Motion Adopted: 5 Yeas.

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

Respectfully submitted,

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

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

1 ORDINANCE No. ____

2
3 **AN ORDINANCE TO AMEND THE CODE OF SUSSEX COUNTY,**
4 **CHAPTER 110, ARTICLE XIII, SECTION 110-88, SUBSECTIONS D AND**
5 **H THEREOF, RELATING TO THE ESTABLISHMENT OF ANNUAL**
6 **SERVICE CHARGES; DETERMINATION OF AMOUNT OF CHARGE.**

7 WHEREAS, Section 110-88D of the Code of Sussex County attributes Equivalent
8 Dwelling Units, or “EDUs” to certain types of establishments; and

9 WHEREAS, it is the recommendation of the Sussex County Engineer that 0.083 is
10 an appropriate calculation of EDUs per square foot for “Retail store(s) building(s)”;
11 and

12 WHEREAS, Section 110-88D of the Code of Sussex County did not identify certain
13 medical and healthcare establishments, which required individual and often complex
14 EDU calculations for every new establishment being served by Sussex County
15 sanitary sewer which can be avoided by having a uniform allocation of EDUs for
16 these types of medical and healthcare establishments; and

17 WHEREAS, Section 110-88H of the Code of Sussex County provides a method of
18 calculating EDUs for certain types of establishments based upon an assigned number
19 of EDUs plus a determination based upon the number of “Fixture Units” that exist
20 in the establishment; and

21 WHEREAS, Section 110-88H of the Code of Sussex County should be amended to
22 include certain types of uses that previously were not specifically identified, and to
23 delete specific categories for gas station-type uses; and

24 WHEREAS, All of these changes are at the recommendation of the Sussex County
25 Engineer, after evaluating the need to update these provisions of Section 110-88 of
26 the Code of Sussex based upon the current application of that section of the Sussex
27 County Code.

28
29 **NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:**

30 **Section 1.** The Code of Sussex County, Chapter 110, Article XIII, Section
31 110-88, Subsection D, “Establishment of Annual Service Charges; Determination of

32 Amount of Charge”, is hereby amended by deleting the number [0.10] as contained
 33 therein and by inserting in lieu thereof the number 0.083 as follows:

34 §110-88 **Establishment of Annual Service Charges; Determination of**
 35 **Amount of Charge.**

36 . . .

37
 38 D. One equivalent dwelling unit (EDU) shall be equal to 250 GPD in
 39 discharge and determined as enumerated below:
 40

Type of Establishment	Number of EDUs
Dwelling detached or attached or apartment with one kitchen and one or more baths and two or more bedrooms separate from kitchen	1.0
Any manufactured home (with a Motor Vehicle title) with one kitchen and one or more baths	1.0
Apartment, condo or rental vacation cottage having either a single combined living space with an integrated kitchen or a maximum of one bedroom and having one bath	0.75
Motel or hotel room without kitchen and with bath	1/3 per room
Retail store(s) building(s) [0.10] <u>0.83</u> GPD/SF	1.0/3,000 square feet
	1.0 minimum per building
Laundromat, 250 GPD/washer	6.0 minimum
Office units, 0.25 GPD/square foot	1.0/1,000 square feet
Car wash	
Self-service	1.0 per stall
Self-service and recycling water	0.2 per stall
Semi-automatic (mechanical without conveyor)	5.0 per stall
Semi-automatic (mechanical without conveyor) conserving and recycling water	1.2 per stall
Automatic with conveyor	33.0 per lane
Automatic with conveyor conserving and recycling water	13.6 per lane
<u>Emergency Centers & Special Treatment Centers</u>	<u>1.0 EDU per treatment room or treatment bay</u>

<u>Hospitals</u>	<u>1.0 EDU per overnight bed capacity and treatment room</u>
<u>Nursing Homes, Assisted Living, Rehabilitation, & Detox Facilities and Halfway Houses</u>	<u>0.33 EDU per bed</u>

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Section 2. The Code of Sussex County, Chapter 110, Article XIII, Section 110-88, Subsection H, “Establishment of Annual Service Charges; Determination of Amount of Charge”, is hereby amended by deleting the language in brackets, and by adding the language that is underlined and in italics, as follows:

§110-88 Establishment of Annual Service Charges; Determination of Amount of Charge.

...

H. Establishments listed below shall be assigned equivalent dwelling units (EDUs) as a fixed number of equivalent dwelling units plus a number of equivalent dwelling units based on the number of fixture units (FUs).

Type of Establishment	Number of EDUs
Drive-in food service	1 EDU + FU/6 EDUs
Delicatessen, eat-in and take-out	1 EDU + FU/6 EDUs
Bars and lounges with no food service	1 EDU/150 seats + FU/6 EDUs
Restaurants and eating places, including combination eat-in and take-out and eating places with bar(s)	1 EDU/50 seats + FU/6 EDUs
[Gas station without service bay	1 EDU + FU/6 EDUs
Service station with up to two bays and no gas service	1 EDU + FU/6 EDUs
Each additional service bay over two	0.5 EDUs]
<u>Car Dealerships without service bays</u>	<u>1.0/3,000 square feet</u>
<u>Car Dealerships with service bays</u>	<u>1.0/3,000 square feet</u> <u>+ FU/6 EDUs for bays</u>

<u>Service station with bays</u>	<u>1 EDU + FU/6 EDUs</u>
<u>General workshop for any trade</u>	<u>FU/6 EDUs; 1 EDU MIN</u>
<u>Funeral Home</u>	<u>FU/6 EDUs; 1 EDU MIN</u>
Grocery stores	1 EDU + (#FUs/6)
Convenience stores	1.0 EDU + (#FUs/4)
Marina without boat waste-pumping facilities	1 EDU/200 boat slips + FU/6 EDUs
Marina with boat waste-pumping facilities	1 EDU/100 boat slips + FU/6 EDUs
Campgrounds and recreational vehicle parks with waste-handling and/or water facilities	1 EDU/4 sites + FU/6 EDUs
Campgrounds and recreational vehicle parks without waste-handling and water facilities	1 EDU/8 sites+ FU/6 EDUs
Theaters, indoor	1 EDU/60 seats
Theaters, outdoor	1 EDU/30 spaces

58

59 **Section 3.** This Ordinance shall become effective upon its adoption by
60 Sussex County Council.

FINANCE DEPARTMENT
ACCOUNTING DIVISION

ANDREA M. WALL
MANAGER
awall@sussexcountyde.gov



Sussex County

DELAWARE
sussexcountyde.gov
(302) 855-7853 T
(302) 855-7722 F

MEMORANDUM

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

FROM: Andrea Wall, Manager of Accounting

DATE: July 16, 2019

RE: Federal Payments in Lieu of Taxes

A check in the amount of \$38,898 has been received from the United States Department of the Interior, Fish and Wildlife Service, as a federal payment in lieu of taxes for the Prime Hook National Wildlife Refuge. This check represents payments under the Refuge Revenue Sharing Act covering Fiscal Year 2018.

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

The County does not collect property taxes from the Federal Government for the Prime Hook National Wildlife Refuge. In return, the Federal Government gives the County this payment in lieu of taxes. In the past, these funds have been allocated in the same percentage as the other County tax collections. The attached spreadsheet shows the recommended allocation of these funds based on assessed value of the Prime Hook Refuge. I will be presenting this allocation for Council's authorization on July 23, 2019.

Please feel free to contact me with any questions.

TAXING AUTHORITY	TAX RATE	% OF TOTAL	GRANT AMOUNT	
MILFORD SCHOOL DISTRICT				
Sussex County	0.3983%	7.0764%	\$636.95	\$9,001.00
Library	0.0467%	0.8297%	\$74.68	
Sussex Tech	0.2691%	4.7809%	\$430.33	
Milford School	4.9145%	87.3130%	\$7,859.04	
	5.6286%	100.0000%	\$9,001.00	
CAPE HENLOPEN DISTRICT				
Sussex County	0.3983%	9.0698%	\$2,711.60	\$29,897.00
Library	0.0467%	1.0634%	\$317.93	
Sussex Tech	0.2691%	6.1277%	\$1,832.01	
Cape School District	3.6774%	83.7390%	\$25,035.46	
	4.3915%	100.0000%	\$29,897.00	<u>\$38,898.00</u>
SUMMARY				
Sussex County	\$3,348.55			
Library	\$392.61			
Vocational School	\$2,262.34			
Milford School	\$7,859.04			
Cape School District	\$25,035.46			
	<u>\$38,898.00</u>			

NOTE:

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

A deposit from US Dept of Interior for \$38,898 was deposited to the general fund on 06/21/2019



SUSSEX COUNTY EMERGENCY MEDICAL SERVICES

22215 Dupont Blvd. • P.O. Box 589 • Georgetown, DE 19947 • 302-854-5050 • FAX 302-855-7780

Robert A. Stuart
Director

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

FROM: Robert L. Schoonover, Manager of EMS Logistics

RE: **VEHICLE PURCHASES RFP *BID AWARD*** 

DATE: July 23, 2019

Invitations to bid for the vehicle purchases RFP for the 2020 model year were advertised on June 26, 2019 in two (2) newspapers, viewable on the Sussex County website, and directly sent to local vendors. On July 12, 2018 sealed bids for the RFP were opened. Four (4) bids were received, two for vehicles and one (1) for the EMS response truck up-fits.

The county fleet team developed the specifications to meet the needs of the approved department individual requests. Prices for ten (10) different types of vehicle models were solicited within this bid, a summary is attached.

The RFP provides pricing for each individual department ordering approved vehicles within the approved budget. The fleet team recommends award of the vehicle RFP to Hertrich Fleet Services, Inc. of Milford, DE for specifications A, F, G-1, G-2-1, H-1, 2, 3, 4, 5, I-2. Winner Ford of Cherry Hill, NJ for specifications B, C, E, I-1. First Due Customs, LLC of Seaford, DE for the retrofit of nineteen (19) EMS vehicles for anti-idle/electric HVAC and four (4) EMS response Suburban up-fits.

Thank you for your continued support of the county fleet.

Caring People,
Quality Service



Todd F. Lawson
Administrator



INVITATION TO BID

Sussex County Government will receive sealed competitive proposals ("Bid") for the purchase of various vehicles. Sealed bids must be received by Sussex County Government, c/o Gina A. Jennings, Finance Director, Sussex County Administrative Office Building, 2 The Circle, P.O. Box 589, Georgetown, DE 19947, until 2:30 p.m., local time, on July 12, 2019. To be considered, price proposals must be submitted in writing and respond to the items outlined in the request for proposal (RFP).

Interested parties must submit two (2) written proposals to the Sussex County Government, Attention: Gina A. Jennings, Finance Director, Sussex County Administrative Office Building, 2 The Circle, P.O. Box 589, Georgetown, DE 19947, by 2:30 p.m., July 12, 2019 at which time the proposals will be publicly opened, read aloud with recording only the name of the respondent(s). All other information shall be confidential.

Bids are being sought from vendors to supply the following vehicle types:

- Small SUV, AWD Model
- Midsized SUV, 4WD Model
- Midsized Pickup 4WD Model
- Small Delivery Van, FWD Model
- ¾ Ton Delivery Van, RWD Model
- 1 Ton SRW Delivery Van, RWD Model
- 150/1500 Pickup Truck, 4WD Model
- 250/2500 Pickup Truck, 4WD Model
- 350/3500 Pickup Truck, 4WD Model
- Suburban 4WD Model

The request for proposals may be obtained by visiting Sussex County's website <http://www.sussexcountyde.gov/legal-notices/bids>. Questions shall be directed to Robert Rogers III at 302-855-7730 or rrogers@sussexcountyde.gov. Questions for the Suburban and Suburban up-fit shall be directed to Robert Schoonover at 302-858-5506 or rschoonover@sussexcountyde.gov. If necessary, an addendum will be issued to address questions received.

A formal pre-bid will not be held.

In its sole discretion, Sussex County Government reserves the right to extend the time and place for opening bids from that described in the advertisement by providing not less than two (2) calendar days' notice, by posting an addendum on the Sussex County website.
345132 DSN 6/26;7/3/2019

SUMMARY 7-23-19

Spec A

Budgeted Quantity

	Model	Hertrich Fleet Equinox AWD	Winner Ford Escape	
Small SUV Base		\$22,646.00	\$23,860.00	3
light bar & 4 corner lights		\$2,150.00	\$2,098.00	

Spec B

	Model	Hertrich Fleet Explorer	Winner Ford Explorer	
Mid size SUV 4 wheel drive		\$29,965.00	\$29,234.00	4
light bar & 4 corner lights		\$2,150.00	\$2,098.00	

Spec C

	Model	Hertrich Fleet Colorado	Winner Ford Ranger	
Mid Size Pick up Crew cab 4 wheel drive		\$29,827.00	\$28,160.00	1
delete light bar & corner lights		-\$1,975.00	-\$1,780.00	

Spec D

	Model	Hertrich Fleet Transit Connect	Winner Ford Transit Connect	
Small delivery van		\$26,768.00	\$25,935.00	1
delete light bar & corner lights		-\$1,975.00	-\$1,780.00	

Spec E

	Model	Hertrich Fleet Transit T 350	Winner Ford Transit	
3/4 ton van		\$34,398.00	\$33,900.00	1
delete light bar & corner lights		-\$1,975.00	-\$1,780.00	

Spec F

	Model	Hertrich Fleet Transit T 350	Winner Ford	
1 ton van		\$41,883.00	no bid	1
delete light bar & corner lights		-\$1,975.00		

Spec G-1

	Model	Hertrich Fleet Ram 1500	Winner Ford Ford F-150	
Crew Cab pick up		\$28,298.00	\$32,315.00	8
delete light bar & corner lights		-\$1,975.00	-\$1,780.00	

Spec G-2-1

	Model	Hertrich Fleet Ram	Winner Ford Ford F-150	
Double or super cab pickup 4wd		\$26,228.00	\$30,067.00	0
delete light bar & corner lights		-\$1,975.00	-\$1,780.00	

Spec H-1

	Model	Hertrich Fleet Ford F 250	Winner Ford Ford F-250	
Double Cab with 6 1/2' bed		\$33,980.00	\$33,175.00	1

Delete bed- add service body	\$10,980.00	\$12,130.00
Optional diesel engine	\$9,600.00	\$9,600.00
Telescoping roof	\$2,390.00	\$2,325.00
Snow plow	\$6,975.00	\$7,000.00
Slide out tray	\$2,255.00	\$2,200.00
delete light bar & corner lights	-\$1,975.00	-\$1,780.00

Spec H-2

	Hertrich Fleet	Winner Ford	
Model	Ford F 250		
Crew Cab with 6 1/2' bed	\$35,451.00	No bid	0
Delete bed- add service body	\$10,980.00		
Optional diesel engine	\$9,600.00		
Telescoping roof	\$2,390.00		
Snow plow	\$6,975.00		
Slide out tray	\$2,255.00		
delete light bar & corner lights	-\$1,975.00		

Spec H-3

	Hertrich Fleet	Winner Ford	
Model	Ford F-250	Ford F-250	
Double Cab with 8' bed	\$34,165.00	\$33,360.00	
Delete bed- add service body	\$10,980.00	\$12,130.00	
Optional diesel engine	\$9,600.00	\$9,600.00	
Telescoping roof	\$2,390.00	\$2,325.00	
Snow plow	\$6,975.00	\$7,000.00	
Slide out tray	\$2,255.00	\$2,200.00	
delete light bar & corner lights	-\$1,975.00	-\$1,780.00	

Spec H-4

	Hertrich Fleet	Winner Ford	
Model	Ford F-250	Ford F-250	
Crew Cab with 8' bed	\$35,633.00	\$34,870.00	0
Delete bed- add service body	\$10,980.00	\$12,130.00	
Optional diesel engine	\$9,600.00	\$9,600.00	
Telescoping roof	\$2,390.00	\$2,325.00	
Snow plow	\$6,975.00	\$7,000.00	
Slide out tray	\$2,255.00	\$2,200.00	
delete light bar & corner lights	-\$1,975.00	-\$1,780.00	

Spec H-5

	Hertrich Fleet	Winner Ford	
Model	Ford F-250	Ford F-250	
Crew Cab with 6 3/4" bed	\$35,451.00	\$34,675.00	0
Delete bed- add service body	\$10,980.00	\$12,130.00	
Optional diesel engine	\$9,600.00	\$9,600.00	
Telescoping roof	\$2,390.00	\$2,325.00	
Snow plow	\$6,975.00	\$7,000.00	
Slide out tray	\$2,255.00	\$2,200.00	
delete light bar & corner lights	-\$1,975.00	-\$1,780.00	

Spec I-1

	Model	Hertrich Fleet Ford F-350	Winner Ford Ford F-350	
Crew Cab with 8' bed		\$38,718.00	\$35,960.00	1
Delete bed- add super body		\$26,755.00	\$27,600.00	
Optional diesel engine		\$9,600.00	\$9,600.00	
Snow plow		\$6,975.00	\$7,000.00	
delete light bar & corner lights		-\$1,975.00	-\$1,780.00	
delete dual rear wheels make SRW credit		-\$899.00	-\$1,450.00	

Spec I-2

	Model	Hertrich Fleet Ford F-350	Winner Ford Ford F-350	
Super Cab with 8' bed		\$37,246.00	\$36,500.00	0
Delete bed- add super body		\$26,755.00	\$27,600.00	
Optional diesel engine		\$9,600.00	\$9,600.00	
Snow plow		\$6,975.00	\$7,000.00	
delete light bar & corner lights		-\$1,975.00	-\$1,780.00	
delete dual rear wheels make SRW credit		-\$899.00	-\$1,200.00	

Spec I-3 (EMS)

	Model	Hertrich Fleet Chevy 3500	Winner Ford F-350	
Single Rear Wheel Crew Cab with 8' bed		\$33,498.00	\$36,995.00	0

Spec J

	Model	Hertrich Fleet Suburban	Winner Ford No Bid	
4WD Suburban		\$42,788.00		4

Spec K

		First Due Customs	no other bids	
Suburban Up-fits (4)		\$99,652.80		4

Spec L

		First Due Customs	no others bids	
19 Suburban anti-idle & Electric HVAC		\$198,113.00		19

Spec M

		ESI Apparatus Div.	Winner Ford	
Cargo Module & Emergency Up-fit		1 unit 74,525.47	\$83,600.00	
		2 units 69,913.89 ea		0

Motion # 1.

Be it moved the Sussex County Council accepts from, the lowest bidder Hertrich Fleet Services of Milford DE request for various vehicle proposals Specifications A, F, G-1, G-2-1, H-1,2,3,4,5, I-2 and Winner Ford of Cherry Hill, NJ specifications B, C, E, I-1. for the 2020 model year.

Motion # 2.

Be it moved the Sussex County Council accepts from, the lowest bidder First Due Customs, LLC of Seaford, DE the retrofit of nineteen (19) EMS anti-idle/electric HVAC systems and four (4) EMS response Suburban up-fits.

ENGINEERING DEPARTMENT

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



Sussex County

DELAWARE
sussexcountyde.gov

HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

MEMORANDUM

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

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

RE: *Airport Master Plan Update, Sussex County Project A-19-32*
A. Airport Consultant Contract Award
B. FAA Grant Acceptance

DATE: July 23, 2019

Delaware Coastal Airport is seeking to update its Airport Master Plan reflecting changes in operations and development since the current plan adoption in 2005. The Airport Master Plan, with its Airport Layout Plan, is the centerpiece for all aeronautical planning at the local level addressing development needs of an individual airport during a typical 20-year planning period. Updates are necessary for the airport to remain in step with economic realities or changing technical and political conditions and the FAA recommends general aviation airports, like the Delaware Coastal Airport to update their plans every ten (10) years.

On April 16, 2019 County Council awarded the Aviation Planning Services contract to McFarland-Johnson, Inc, of Binghamton, NY, as the airport consultant for this project. They were selected in accordance with FAA directives, which require a qualifications-based selection process. McFarland-Johnson proposes a lump sum fee of \$571,392.00 for the plan completion. The FAA requires an independent fee estimate (IFE) which was performed by C&S Engineers, Inc. The IFE was within 9% of McFarland-Johnson's proposal. Therefore, the FAA as well as the Engineering Department consider McFarland-Johnson's proposal to be fair and reasonable.

The US Secretary of Transportation, through the FAA, has offered an Airport Improvement Program grant of \$516,727 funding 90% of the total project cost of \$574,142. By accepting FAA's funding, the County will be accepting the associated federal obligations too. These obligations are detailed in the County's Master Agreement with the FAA and other conditions included in the grant document. The Master Agreement is sometimes referred to as "grant assurances", because of the thirty-nine assurances found in the document.

The Engineering Department recommends acceptance of the FAA grant offer and approval of the engineering services contract with McFarland-Johnson, Inc.



Agreement Between

SUSSEX COUNTY

and

McFarland-Johnson, Inc.

for

Aviation Planning Services

SUSSEX COUNTY, DELAWARE

June 2019

THIS Agreement, effective the _____ day of _____, 20__ by and between Sussex County, a political subdivision of the State of Delaware, as First Party (hereinafter referred to as the "Owner" or "Sponsor") and McFarland-Johnson, Inc., a State of New York corporation as the Second Party (hereinafter referred to as the "Consultant").

WITNESSETH:

WHEREAS, the Owner has selected the Consultant to perform Aviation Planning Services at the Delaware Coastal Airport or the Owner during a five (5) year period beginning the effective date of this Agreement.

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

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

ARTICLE ONE – DEFINITIONS:

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

Consultant: McFarland-Johnson, Inc., a State of New York corporation, whose address is Metrocenter, 49 Court Street, Binghamton, New York 13902, and which is contracted by the Owner to provide Aviation Planning Services for a five (5) year period.

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

Task Order: A written authorization to supplement this Agreement, a sample of which is attached hereto as Exhibit A, describing the scope of services to be provided by the Consultant to complete work authorized by the Owner, and which includes a schedule for the services and basis for payment.

ARTICLE TWO – SCOPE OF SERVICES:

2.1 All work required of the Consultant under the terms and conditions of this Agreement shall be the duty and responsibility of the Consultant, subject to the review and the approval of the Owner. The Consultant shall provide all labor and material necessary to perform satisfactory services for completion of each Task Order authorized under this Agreement.

2.2 The Consultant shall perform each scope of services as authorized by executed Task Order, numbered consecutively, which supplement this Agreement.

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

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

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

2.6 The Consultant shall promptly notify the Owner in writing if the Consultant is of the opinion that any work it has been directed to perform is beyond the scope of services identified in the applicable Task Order, prior to beginning any such work. The Owner shall render the final decision after reviewing the Consultant's written opinion, and in the event the Owner determines that such work does constitute additional compensation the Owner shall develop with Consultant a new Task Order that provides for such additional services.

ARTICLE THREE – SCHEDULES:

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

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

for damages for any delays or hindrances from any cause.

ARTICLE FOUR – PAYMENT STRUCTURE:

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

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

4.3 The Owner shall pay the Consultant for satisfactory completion of the scope of services approved by each Task Order and the Consultant agrees to accept the payment as full compensation for its services under this Agreement:

4.3.1 Compensation for satisfactory performance of all such work as may be assigned hereunder is dependent on the type of services required and specific circumstances relating to the individual Task Orders. The various allowable methods of compensation shall be in accordance with Chapter 4 of Federal Aviation Administration Advisory Circular (AC) 150/5100-4E, dated 9/25/15, and shall include:

4.3.1.1 Direct Payroll Costs plus Overhead plus Fee

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

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

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

4.3.1.2 Lump Sum

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

4.4 The Consultant shall submit to the Owner monthly invoices, which shall include a detailed summary of work completed. For Task Order(s) other than lump sum methods of compensation, the invoice shall include a statement of hours expended by each of the Consultant's personnel or subcontractors since the previous such invoice. All invoices shall include any reimbursable out-of-pocket expenses, with supporting documentation as a detailed description of cost items.

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

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

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

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

4.9 The Consultant shall maintain such records and require maintaining in similar manner such records of its subcontractors with respect to wages and salaries used for computing amounts payable and the items reimbursable under this Agreement, and such records shall be supported by properly executed payrolls, invoices, contracts, agreements, or vouchers evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, agreements, vouchers or other accounting documents pertaining in whole or in part to the work shall be clearly identified, readily accessible and to the extent feasible, kept separate from all other such documents. The Consultant shall cause or provide free access to the proper officers of the Owner at all times to such books and records and the right to examine and audit the same and to make transcripts therefrom as necessary to allow inspection of all work data, documents, proceedings and activities related to this Agreement. The Consultant shall permit the authorized representative of the Owner to inspect and audit all data and records of the Consultant relating to the rights, duties and obligations arising from this Agreement. The Consultant shall include similar provisions of this Article in all cost reimbursable subcontracts which it negotiates with respect to the work. In the event expenditures paid to the Consultant under this Agreement are subsequently and properly disallowed by the Owner through the findings of an independent audit, the Consultant agrees to refund the properly disallowed amounts to the Owner for credit to its appropriate account.

ARTICLE FIVE – CONSULTANT'S RESPONSIBILITIES:

5.1 The Consultant shall employ only Registered Professionals recognized in the State of Delaware in responsible charge of any architectural, engineering or land surveying services required for Task Orders. Any and/or all plans and specifications containing architectural, engineering or land surveying services shall be stamped with the applicable seal of a Registered Professional registered in the State of Delaware.

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

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

ARTICLE SIX – OWNER'S RESPONSIBILITIES:

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

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

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

6.4 The Owner shall designate an authorized person to act on its behalf for matters concerning a Task Order.

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

ARTICLE SEVEN – INSURANCE REQUIREMENTS:

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

certified copies of the required liability or other insurance policies.

- A. All insurers underwriting Consultant's or subcontractor insurance must be allowed to do business in the State of Delaware and acceptable to Owner. The insurers must have a Financial Strength Rating of A- or better, and a Financial Size Category of VIII or higher in the latest evaluation by A.M. Best Company, unless Owner grants specific approval for an exception.
- B. Liability insurance as required hereunder shall be in force throughout the term of the Agreement and for three (3) years after the date of final payment by the Owner for Consultant's services under this Agreement. Original certificates of insurance signed by authorized representatives of the insurers or, at Owner's request, certified copies of insurance policies, evidencing that the required liability insurance is in effect, shall be maintained with Owner throughout the term of this Agreement and for three (3) years after final payment by the Owner for Consultant's services under this Agreement.
- C. Consultant shall require all subcontractors to maintain during the term of their Agreement commercial general liability insurance, business auto liability insurance, workers' compensation and employers' liability insurance, umbrella excess liability insurance and professional liability insurance to the same extent required of Consultant. Consultant shall furnish subcontractor's certificates of insurance to Owner.
- D. All insurance required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, or any material change or reduction in coverage until thirty (30) days prior written notice has been given to Owner (not less than ten (10) days' notice is required for non-payment of premium). Therefore, a copy of the endorsements to the required policies that confirm the insurer is obligated to send notice to Owner as required herein must accompany all certificates of insurance.
- E. No acceptance and/or approval of any insurance by Owner shall be construed as relieving or excusing Consultant from any liability or obligation imposed upon them by the provisions of this Agreement.
- F. If Consultant or any subcontractor does not meet the insurance requirements of this Agreement, Consultant shall forward a written request to Owner for a waiver in writing of the insurance requirements(s) not met or approval in writing of alternate insurance coverage or self-insurance arrangements. If Owner denies the request, Consultant or subcontractor must comply with the insurance requirements as specified herein.
- G. Any deductibles or retentions of \$25,000 or greater shall be disclosed by Consultant and are subject to Owner's written approval. Any deductible or retention amounts elected by Consultant or its subcontractors or imposed by Consultant's or subcontractor's insurer(s) shall be the sole responsibility of the Consultant and are not chargeable as expenses. Nothing herein shall be construed as permitting a lapse or delay in acquiring and maintaining the insurance required by this Agreement.
- H. If the Owner is damaged by the failure or neglect of the Consultant to purchase

and maintain insurance as described and required herein, without so notifying the Owner, then the Consultant shall bear all costs properly attributable thereto.

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

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

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

This insurance shall include coverage for all of the following:

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

B. Commercial auto liability insurance:

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

This insurance shall include coverage for all of the following:

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

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

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

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

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

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

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

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

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

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

E. Engineers' and architects' professional liability insurance which insures against errors and omissions in rendering or failure to render engineers' and architects' professional services, including construction management if applicable, required under this Agreement. A minimum each claim limit of \$2,000,000 and annual aggregate limit of \$2,000,000 per claim are required. Certificates of insurance shall evidence a retroactive date no later than the beginning of Consultant's services under this Agreement.

F. Insurance provided to Owner and its appointed and elected officials, directors, officers, employees, agents and consultants under Consultant's or subcontractor's liability insurance as specified herein, including, but not limited to, umbrella and/or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance. Any cross suits or cross liability exclusion shall be deleted from Consultant's liability insurance policies required herein.

- G. Insurance provided to Owner and its appointed and elected officials, directors, officers, employees, agents and consultants as specified herein shall be primary, and any other insurance, coverage or indemnity available to Owner and its appointed and elected officials, directors, officers, employees, agents and consultants shall be excess of and non-contributory with insurance provided to Owner and its appointed and elected officials, directors, officers, employees, agents and consultants as specified herein.
- H. If any liability insurance purchased by Consultant or by any subcontractor has been issued on a "claims-made" basis, Consultant must comply with the following additional conditions. The limits of liability and the extensions to be included remain the same.
1. The retroactive date (if any) of such "claims-made" coverage can be no later than the earlier of the date of this Agreement or the commencement of the Consultant's services under this Agreement.
 2. The Consultant or subcontractor shall agree to provide certificates of insurance evidencing the above coverages for a period of three (3) years after final payment by the Owner for the Consultant's or subcontractor's services or work under this Agreement. Such certificates shall evidence a retroactive date no later than the earlier of the date of this Agreement or the commencement of the Consultant's services under this Agreement; or
 3. The Consultant or subcontractor shall purchase an extended (minimum three (3) years) reporting period endorsement for each such "claims-made" policy in force as of the date of final payment by the Owner for the Consultant's services under this Agreement and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance and a copy of the endorsement itself. Such certificate and copy of the endorsement shall evidence a retroactive date no later than the earlier of the date of this Agreement or the commencement of the Consultant's or subcontractor's services under this Agreement.

7.3 Acceptance of Insurance: Option to Replace:

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

7.4 Consultant's Personal Property:

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

7.5 Pollution Liability Insurance:

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

ARTICLE EIGHT – GENERAL CONDITIONS:

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

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

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

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

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

8.6 The Consultant shall meet with the Owner in the event that any matter cannot be resolved in a mutually satisfactory manner. All interested parties shall be present with the Owner hearing all arguments and rendering the final decision.

8.7 All tracings, plans, maps, descriptions, specifications, records and documentation prepared, obtained, or kept under this Agreement by the Consultant, including drafts or incomplete documents, shall be delivered to and become the property of the Owner after the final acceptance of the Task Order or if earlier terminated, upon the date of termination.

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

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

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

ARTICLE NINE – TERMINATION:

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

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

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

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

ARTICLE TEN – FEDERAL PROVISIONS:

The Federal Aviation Administration is not a party to this Agreement although work covered by this Agreement may be financially aided in part by a Grant Agreement between the Owner and the Federal Aviation Administration, as provided for under the Airport and Airway Development Act of 1970 (P.L. 91-258) as amended. The Owner and the Engineer hereby agree to comply fully with the conditions set forth in the Grant Agreement as though they were set forth in detail in this Agreement. The Engineer further agrees that by reason of complying with the conditions of the Grant Agreement, no obligation is entailed on the part of the Federal Aviation Administration to the Engineer.

The Engineer and the Owner agree that properly authorized officials of the Federal Aviation Administration may, from time to time, inspect all project documents and work for the purpose of insuring compliance with Federal laws and protecting the interests of the Federal Aviation Administration.

10.1 Access to Records and Reports: The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States, or any of their duly authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making

audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records, and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

10.2 General Civil Rights Provisions: The Contractor agrees that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefitting from Federal assistance.

This provision binds the Contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- a. the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. the period during which the airport sponsor or any transferee retains ownership or possession of the property.

10.3 Title VI Clauses for Compliance with Nondiscrimination Requirements: During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows;

- a. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- b. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under

this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

- d. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 1. Withholding payments to the contractor under the contract until the contractor complies; and/or
 2. Cancelling, terminating, or suspending a contract, in whole or in part.
- f. Incorporation of Provisions: The contractor will include the provisions of paragraphs a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

10.4 Title VI List of Pertinent Nondiscrimination Authorities: During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964); The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

10.5 Disadvantaged Business Enterprise (DBE) Assurances:

- a. Delaware Costal Airport DBE Program - The County of Sussex (sponsor) has established a DBE Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The Airport has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the Airport has signed an assurance that it will comply with 49 CFR Part 26. Project Contractors are required to comply with the requirements as stated in 49 CFR Part 26 and the Airport DBE Program, which is

available at the Airport Manager's Office. The Airport's FAA-approved DBE overall goal for this project is 4.25% of the Federal financial assistance to be expended on FAA DOT - assisted contracts.

- b. Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- c. Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from Sussex County. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Sussex County. This clause applies to both DBE and non-DBE subcontractors.

10.6 Federal Fair Labor Standards Act (Federal Minimum Wage): All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

10.7 Lobbying and Influencing Federal Employees: The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

10.8 Occupational Safety and Health Act of 1970: All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

10.9 Right to Inventions: All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

10.10 Trade Restriction Clause: The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

10.11 Termination of Contract:

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph b of this clause.
- e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this

contract.

10.12 Certification Regarding Debarment and Suspension: By submitting a bid/proposal under this solicitation, the bidder/offeror/contractor certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

- a. Checking the System for Award Management at website: <http://www.sam.gov>
- b. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above
- c. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

10.13 Breach of Contract Terms: Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

10.14 Clean Air and Water Pollution Control: Contractors and subcontractors agree:

- a. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- b. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
- c. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
- d. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

10.15 Contract Workhours and Safety Standards Act Requirements:

a. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph a above, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph a above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph a above.

c. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph b above.

d. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs a through d and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor

or lower tier subcontractor with the clauses set forth in paragraphs a through d of this section.

10.16 Texting While Driving. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

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

SEAL

FOR THE OWNER:
SUSSEX COUNTY

President, Sussex County Council

APPROVED AS TO
FORM:

Date

Assistant Sussex County Attorney

ATTEST:

Clerk of the Sussex County Council

FOR THE CONSULTANT:
McFarland-Johnson, Inc.

James M. Festa, PE
Sr. Vice President/COO

WITNESS:

EXHIBIT A
TASK ORDER NO. _____
AUTHORIZATION

AGREEMENT NAME: *Professional Engineering Services Agreement*

TASK ORDER NAME: _____

DATE: _____

DESCRIPTION: The items of work to be accomplished under this Task Order include the following _____, and are further described in the attached scope of work: _____ page(s):

METHOD OF COMPENSATION: DIRECT STANDARD HOURLY LUMP SUM

See attached fee estimate provided in the scope of work

Not to Exceed Amount of This Task Order Days or Dates to Complete This Task Order
\$ _____

The Agreement for *Professional Engineering Services* between Sussex County and *Consultant Name LLC.*, for a *five-year* period, dated _____, shall govern all Task Orders executed under this Agreement, unless modified in writing and signed by Consultant and Owner.

ACCEPTED BY CONSULTANT:

By: _____

Title: _____

Date: _____

RECOMMENDED FOR APPROVAL:

By: _____

Date: _____

APPROVED BY COUNTY ENGINEER:

By: _____

Date: _____

Delaware Coastal Airport

EXHIBIT A

Scope of Services: Airport Master Plan and Airport Layout Plan (ALP) Update

June 13, 2019

I. INTRODUCTION

It is the desire of the County Council of Sussex County, Delaware (County and Airport Sponsor) to evaluate the Delaware Coastal Airport (GED or Airport) through preparation of an airport master plan. The purpose of the airport master plan is to assure that GED and its environs are safe and efficient as well as to evaluate the growing needs of the Airport users and the aviation needs of surrounding communities. Initial tasks of the project will acquire detailed planimetric mapping of the airfield and other data required for development of the airport master plan and airport layout plan (ALP). Baseline data will be collected and presented for use in subsequent planning analyses. The project will contain the forecast, environmental overview, facility requirements, alternatives analysis, financial and implementation plans and airport layout plan drawing set elements of the airport master plan per guidance in Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5070-6B, *Airport Master Plans* and AC 150/5300-13A, *Airport Design* and other applicable state and local guidelines.

The County envisions the Airport as a premier general aviation airport capable of supporting both a wide range of aircraft and the economic prosperity of the coastal Delaware community. Growth and opportunity in recent years coupled with a shifting user base with increasing use of larger and more business-centric aircraft, as well as continued growth and opportunity presented by existing airport businesses, are some of the primary factors driving growth and development at GED. Responding effectively and efficiently to future changes will require a thoughtful and adaptable master plan that provides a clear and useful framework to identify needed facilities as conditions and/or demands change. The goals of the project will include:

- Meet the aviation needs of citizens and businesses in the airport's service area
- Maintain safe and efficient airside facilities compliant with airport design standards and FAA, Delaware Department of Transportation (DelDOT), local and County guidance
- Identify opportunities to enhance the economic viability of the Airport through responsible and sustainable growth
- Maintain planning flexibility for future changes in the aviation industry and regional economy

The specific objectives to be accomplished under the project include:

- Develop a plan to meet the growing general aviation (GA) demand at the airport as well as the potential for unforeseen opportunities
- Evaluate and recommend alternatives to address both aeronautical and non-aeronautical related development
- Engage the public and stakeholders through participation in the planning process
- Obtain approval from FAA of the resulting aviation demand forecasts and ALP.

II. PROJECT TASKS

A comprehensive list of tasks is contained within this document and reflects the Airport's objectives for the project. This scope of services in its entirety represents the results of the study design process.

Task 1.0 – Study Design

Purpose:

To prepare a comprehensive study design that is acceptable to the Airport Sponsor and is also fully eligible for FAA and DeIDOT funding.

Methodology:

Consultant will coordinate with the Sponsor, DeIDOT and the FAA in the development of the scope of work for the GED Airport Master Plan. Careful consideration will be given to the development of a work scope that is consistent with the FAA and DeIDOT requirements and expectations, and also responsive to the Airport's focuses and interests as it maintains and develops its airport asset for the benefit of both the local community and the aviation community. The goals of the study include the following:

- a. Prepare an Airport Layout Plan (ALP) to meet current FAA design standards as compiled in FAA AC 150/5300-13A, *Airport Design*.
- b. Develop an integrated plan of airfield improvements that will compliment and be compatible with adjacent land uses and foster positive use of Airport properties.
- c. Plan for land use compatibility to accommodate future airport development for aviation and non-aviation entities.

Product:

The product of this task will be a comprehensive study design that is acceptable to the Sponsor and fully eligible for funding participation through the FAA and DeIDOT.

Task 2.0 – Airport Mapping

Purpose:

To update airport planimetric survey and contribute to comprehensive GIS mapping in accordance with current FAA AGIS requirements. The updated airport planimetric mapping and recent 2016 aeronautical survey will be the basis upon which the Airport Master Plan will be developed, and will include all airport features and feature attributes typically collected for

a Master Plan. This task will be performed through a subcontract with an experienced photogrammetric mapping firm.

All mapping and survey will be conducted using the following common criteria:

1. Horizontal: North American Datum of 1983/2011 (NAD 83(2011)), in the Delaware State Plane Coordinate System, in U.S. Survey Feet.
2. Vertical: North American Vertical Datum of 1988 (NAVD 88)
3. GEOID12B or GEOID in place at the time of the survey.

Methodology:

CONSULTANT will provide new aerial photography and mapping meeting the requirements of AC 150/5300-16A, *General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey*; AC 150/5300-17B, *General Guidance and Specifications for Aeronautical Surveys: Airport Imagery Acquisition and Submission to the National Geodetic Survey*; and AC 150/5300-18B *General Guidance and Specifications for Aeronautical Surveys: Airport Survey Data Collection and Geographic Information System Standards*. All deliverables will adhere to the requirements of an "Airport Layout Plan" as identified in Table 2-1 of AC 150/5300-18B.

Task 2.1 – Planimetric/Topographic Mapping

Planimetric data will be collected for Airport property, plus the surrounding area of influence, including a minimum of 1,500 feet surrounding the existing airport property line. Mapping of features located on airport property will be compliant with AGIS requirements as to layering, topology, and attribution. A Statement of Work will be developed and submitted to the FAA for review prior to upload on the FAA's Airports GIS website.

The CONSULTANT and SURVEYOR will assist the airport in initiating the FAA Airport's GIS project necessary for the completion of this project on the AGIS portal, including development of the Statement of Work and Quality Control plans, as required. A non-safety critical project will be established for the mapping component of the survey.

As the Airport has Primary and Secondary Airport Control Stations (PACS and SACS), these marks will be utilized as the basis of control in accordance with AC 150/5300-16A.

The SURVEYOR will establish photogrammetric control and collect stereo imagery covering the surface area defined by the Mapping Limits. This will include an estimated eight control points and five check points and may reutilize photo identifiable points from the 2016 aeronautical survey. All imagery will be collected at an equivalent imagery scale of 1" = 800', producing a pixel resolution of 0.5'.

The surveyor will geo-reference and develop new ortho-photography, to be provided at a 0.5' pixel resolution over the mapping area. Mapping features will be developed to generate 1" = 100' scale mapping and 2' contour intervals. Mapping will include traditional airport features shown on an Airport Layout Plan (ALP), including the following (as appropriate):

- Airport Control Point
- Airport Gate Stand
- Aircraft Non Movement Area
- Airfield Light
- Airfield Sign
- Apron
- Arresting Gear
- Bridge
- Building
- Coordinate Grid Area
- Driveway Area
- Driveway Centerline
- Elevation Contour
- Fence
- Gate
- Image Area
- Landmark Segment
- Marking Area
- Marking Line
- Movement Area
- NAVAID Equipment
- Obstacle
- Obstruction Area
- Obstruction ID Surface
- Parking Lot
- Passenger Loading Bridge
- Railroad Centerline
- Railroad Yard
- Road Centerline
- Road Point
- Road Segment
- Runway
- Runway Arresting Area
- Runway Blast Pad
- Runway Centerline
- Runway Element
- Runway End
- Runway Helipad Design Surfaces
- Runway Intersection
- Runway Label
- Runway LAHSO
- Shoreline
- Shoulder
- State
- Tank Site
- Taxiway Element
- Taxiway Holding Position
- Taxiway Intersection
- Touchdown/Liftoff
- Tower
- Wetland

CONSULTANT and SURVEYOR will conduct field survey to populate feature attribute fields. Field survey will include both visual inspections and GPS survey of selected subsurface features to verify existing record plans from airport projects. Sussex County will also provide tax parcel and land use data for on-airport and selected off-airport property for incorporation in the mapping.

Task 2.2 – Obstruction Analysis for AC 150/5300-18B Vertically Guided Approach Obstruction Identification Surfaces for Existing Runways 4-22 and 10-28

SURVEYOR will establish additional photogrammetric control and collect additional stereo imagery covering the surface area defined by the Vertically Guided Runway standards. It is estimated that an additional ten (10) control points will be established, or the consultant will reutilize photo identifiable points from a previously completed 2016 survey.

The SURVEYOR will collect imagery at an equivalent imagery scale of 1" = 800', producing a pixel resolution of 0.5'. The imagery limits are defined by the obstruction surfaces in this scope. All imagery will be collected with leaf-on conditions. The SURVEYOR will complete additional geo-referencing of aerial photography, as required.

The SURVEYOR will collect runway critical point and runway centerline verification from the 2016 survey, or new survey if it is determined the runway critical points or profiles have changed.

The SURVEYOR will verify from the 2016 survey or new survey the NAVAIDs associated with the airport (within 10 nautical miles of the airport reference point) including the associated perpendicular points.

The SURVEYOR will complete obstruction analysis for objects penetrating the Vertically Guided surfaces. Objects will be collected following the Object Density Criteria in Section 2.7.1.6 of AC 150/5300-18B, Change 1. This calls for the lower obstacle within 100 feet of each other to be omitted within the first 10,000 feet of an approach and 500 feet outside of the first 10,000 feet of an approach. It is anticipated that manmade features have not changed since the completion of the 2016 survey and can be reutilized. Natural features will be re-collected to account for vegetation growth.

The SURVEYOR will develop additional ortho-photography over the entire Obstruction Identification Surface limits.

The SURVEYOR will collect major landmark features within imagery coverage.

The SURVEYOR will develop an AGIS compliant data file containing the safety critical data required to achieve instrument approach procedure development and will submit final reports to AGIS including the Imagery Acquisition and Final Project Reports.

Product:

The product of this task will be an updated Airport base file in AutoCAD format for use in the Master Plan and its associated ALP drawing set. All AGIS compliant data elements will be

uploaded to the FAA AGIS database. The updated Aerial image will be provided to the Airport in digital format.

Task 3.0 – Inventory of Existing Airport Conditions

Purpose:

To document existing airfield facilities and gather information on current and potential airport users. The airport and surrounding service area, current and potential airport users, airport facilities, aeronautical activity, land use patterns and plans, NAVAIDs, airspace and obstructions, socioeconomic data, and environmental concerns that influence airport operations will be documented.

Methodology:

A review of existing documents relating to the airport and surrounding area will be conducted including: existing airport master plan, airport layout plan and airspace plan, aeronautical surveys, applicable regional aviation system plans, state aviation system plans, the national General Aviation Airports: A National Asset (ASSET 1 and ASSET 2) report, airport marketing and business plans, community plans and recent newspaper or other media articles. Discussions will be held with airport management, concessionaires, the County GIS department, local planning agencies, airport tenants, and other interested parties concerning airport activity and its relationship to the airport service area and airport needs.

Site visits and field investigations will be made to confirm the physical condition of airfield facilities and to review the need for additional study of the site.

Historical airport activity data will be obtained from FAA terminal area forecasts (TAF) and/or 5010 reports, airport records, and valid documentation in the form of accurate counts, reasonably documented estimates, letters from aircraft owners as to their intent to use the airport, or any combination thereof that demonstrates demand. A meeting will be held with airport management to review the accuracy of based aircraft and fleet mix data. Extensive use will be made of applicable existing data and studies where available.

Task 3.1 – Airport Facilities Inventory

The CONSULTANT will collect data on airport facilities, including airside facilities, landside facilities, and property available for future aviation and non-aviation uses. This task will include, but will not be limited to, the inventory of items such as:

- a. Present airport classification and level of service
- b. Airport property and easements
- c. Airfield facilities – size, condition, and pavement strength of runways and taxiways
- d. Terminal building
- e. Hangar facilities
- f. Accessory buildings (including sheds and other out-buildings)

- g. Aprons
- h. Fueling systems
- i. Ground access
- j. Airfield Lighting systems
- k. Navigational aids
- l. Traffic patterns
- m. Airspace considerations
- n. Adjacent Land use and zoning considerations
- o. Airport Business Park and other non-aeronautical land uses
- p. Review of airport property deeds related to property transaction dates and surplus property restrictions

Task 3.2 – Building Condition Assessment

An on-site visual inspection of each existing structure on airport property will be performed for the purpose of clarifying the location of future development areas for both aviation and non-aviation use. Information relative to the structure's construction materials, site location, utility infrastructure, and facility amenities will be acquired. Overall building condition, potential maintenance needs and lifespan will be discussed. Information developed in this subtask will be included as an appendix to the Airport Master Plan.

Task 3.3 – Air Traffic Activity

This task will document past and present airport activity, including:

- a. Annual operations by aircraft type
- b. Based aircraft by type
- c. Military operations
- d. Runway utilization percentages
- e. Traffic pattern for each runway, standard or non-standard
- f. Typical departure and arrival corridors and standard procedures
- g. Instrument procedures

Operational data from this subtask will also be incorporated into the forecasting model.

Task 3.4 – Management and Financial Information

Data will be collected to identify the Airport's fee strategy model currently used by the Airport and to project future revenues and expenses. Data from previous subtasks will be integrated into a model to indicate fiscal impact of changes in independent variables noted above. For this task data collection will consist primarily of updating existing data, and adding data relating to capital improvement costs including but not limited to:

- a. Historical and planned expenditures through the Airport Improvement Program

- b. Leases or agreements affecting airport revenues cost center confirmation for terminal and airfield
- c. Compilation and input of data into the model

Task 3.5 – User/Tenant Engagement

Appropriate survey techniques (e.g. FBO interviews, user focus group meetings, questionnaire, etc.) will be employed as needed to analyze airport user characteristics and preferences, taking into account the data already available within any relevant existing airport planning documents. The following methods may be used to gather the appropriate data:

- a. Interview FBO staff to gather insight into potential changes in aircraft use, operating constraints/challenges, typical haul lengths, and any plans for changes in services that could affect activity levels.
- b. Interview FBO to identify possible facility enhancements that could increase operational efficiency.
- c. Compile a list of current airport users that base aircraft at the airport.
- d. Compile a list of potential future aircraft owners and businesses that may be interested in basing an aircraft at the airport.
- e. Design survey questionnaires that will gather data identifying the airport needs of current and future potential users identified in c and d above.
- f. Conduct survey to obtain the information related to the needs of current and potential future users.
- g. Compile data, perform statistical analysis and report the findings of the surveys to assist in identifying the future requirements for airport improvements.

Product:

At the conclusion of Task 3, the results of the inventory of existing conditions will be documented within Interim Report #1 and presented to the Project Advisory Committee for review and comment.

Task 4.0 – Pavement Management Program

A pavement management plan (PMP) for airside-related pavements will be completed and the results will be integrated into the Inventory as information is available. The PMP will aid GED in project planning and securing grants and funding as part of an overall maintenance and rehabilitation plan for their airfield pavement. The following tasks will be included in to develop the PMP:

Task 4.1 – Site Visit and Pavement Evaluation

- a. Visually inspect all airfield pavements
- b. Create a pavement inventory

- c. Gather available record information, including construction of existing pavement construction, rehabilitation, and maintenance history
- d. Collect information that is readily available regarding aircraft traffic
- e. No physical testing of pavement subbase, subgrade, aircraft traffic counts or other studies will be conducted as part of this project.
- f. The airside pavements at GED will be visually inspected using the PCI procedure, as documented in the FAA AC 150/5380-6C and the ASTM D5340.
- g. The sampling rate will be identified based on the network-level survey procedure identified within ASTM D5340. In addition to inspecting the sample units selected through stratified random sampling, any unique or isolated pavement situation will be identified as an additional sample unit and inspected, in accordance with the FAA AC 150/5380-6C and ASTM D5340.
- h. The PCI inspection will be performed by a two-person crew. During the survey, the inspection crew will photograph each pavement section to catalog typical conditions and any unique conditions. Photo locations will be geo-referenced on the airfield. Inspections are anticipated to occur during daylight hours.
- i. No structural, roughness, or friction testing will be conducted and no drainage studies will be conducted.
- j. A PCI map will be prepared for GED upon completion of PCI calculations, results and finalization of data.

Task 4.2 – Pavement Inventory

- a. Prepare scalable, electronic base mapping for GED, identifying the location of airfield pavement included in the PMP and pavement boundaries.
- b. Endeavor to obtain information from past pavement-related projects completed at GED. Sources for the record information may include the Sponsor's records, other consultants, FAA records, and/or DelDOT records.
- c. Utilize guidance provided in ASTM D5340 and FAA Advisory Circular (AC) 150/5380-6C or latest edition, to inventory the airfield pavement areas at GED into branches, sections, and sample units.

Task 4.3 – Analysis and Cost Estimating

- a. CONSULTANT will analyze the pavement condition data for PCI, the type of distress, and the rate of deterioration. Data analysis will include the evaluation of the distress data, a needs analysis, and the development of a maintenance and repair (M&R) plan, a 5-year near term capital improvement plan, along with the identification of anticipated improvements over the 20-year life of the capital plan developed as part of this Master Plan Update.
- b. Critical PCIs will be established by the CONSULTANT Team. A critical PCI determines at what point pavement maintenance is no longer cost-effective and major rehabilitation is

- required. The CONSULTANT Team will work with Airport's operations, maintenance, and administrative staff to identify critical PCI values.
- c. The PCI for each inspected sample unit will be calculated and section PCIs will be extrapolated based upon the sample unit information. The overall-weighted PCI for the entire airport will also be calculated. The overall-weighted PCI for the runway, taxiways, and aprons will be calculated.
 - d. The types of distress identified during the surveys will also be analyzed. The types of distress provide insight into the cause of the pavement deterioration. Distress types are characterized as load-related (such as alligator cracking), climate-related (such as weathering and raveling), and materials-related (such as durability cracking). Understanding the cause of distress allows a treatment to be selected that corrects the cause of deterioration.
 - e. A 20-year Capital Improvement Plan (CIP) will be developed and will list the sections identified with their specific maintenance and repair (M&R) needs. The CIP will present a list of pavement M&R projects for the airport, including estimated project cost and projected timing of the project.
 - f. Pavement Classification Numbers (PCNs) will be developed for all airfield pavements at GED, in accordance with the FAA AC 150/5335-5C, *Standardized Method of Reporting Airport Pavement Strength – PCN* for Runways 4-22 and 10-28 at GED. The assessment will include the evaluation of the pavement strength rating based solely on the data collected during this task. No structural testing or geotechnical testing will be conducted.

Task 4.4 – Pavement Management Report

- a. CONSULTANT will provide a report for GED, describing the purpose of the study, types of data collected, details of pavement conditions, and a simplified pavement maintenance plan and capital improvement plan. The report will also include a summary of PCI and PCN results, inspection photographs, and pavement project history information. A color-coded map of the airport will be provided, identifying the PCI of each inspected section. The report will be developed to serve as an appendix to the Master Plan Update.

Product:

At the conclusion of Task 4, the results of the PMP will be documented within Interim Report #1 as an Appendix and presented to the Project Advisory Committee for review and comment.

Task 5.0 Environmental Overview

Purpose:

Prepare an inventory of existing environmental conditions and constraints at the Airport.

Methodology:

An Inventory of Environmental Conditions and Constraints to development at the Airport will be prepared. The Inventory will consider each of the environmental impact categories identified in FAA Orders 1050.1F, Policies and Procedures for Considering Environmental Impacts, and 5050.4B, National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions. Recent relevant documents, including NEPA documents and previous permit applications, will be reviewed to identify known conditions at the Airport. A field walkover will be conducted to confirm the conditions and finding of those documents or make current observations where conditions have changed. Publicly-available information on cultural resources and readily-available data from previous studies will be summarized. Significant regulatory and permitting requirements will be described. The following subject areas will be addressed in the Environmental Overview, as relevant:

- a. Air Quality
- b. Biological Resources
- c. Coastal Resources
- d. Department of Transportation Act: Section 4(f)
- e. Farmlands
- f. Hazardous Materials, Pollution Prevention, and Solid Waste
- g. Historical, Architectural, Archeological, and Cultural Resources
- h. Land Use
- i. Natural Resources and Energy Supply
- j. Noise and Noise Compatible Land Use
- k. Socioeconomics, Environmental Justice, and Children's Environmental Health and Safety Risks
- l. Visual Effects
- m. Water Resources

Task 5.1 – Environmental Conditions

The Environmental Overview will be included as a chapter of the master plan report. The report will identify the important constraints to development, with emphasis on those conditions that influence the development alternative analysis. Regulatory requirements for future projects will be summarized with associated data, as available, to reduce future environmental analysis in an effort to expedite environmental approvals.

Task 5.2 – Noise

Future noise contours depicting 65, 70, and 75 DNL levels, based on the proposed future (2039) conditions will be prepared. The future noise contours will be produced utilizing the FAA's Airport Environmental Design Tool (AEDT), or other approved FAA software, and the FAA-approved forecast operations data developed in Task 6.0, as well as the preferred airfield alternative from Task 8.0. Maps of planned land use (based upon information from the local

municipalities, counties, aerial photography, and other known sources) will be developed and include the future noise contours. Existing and/or planned land uses that are, or may be, incompatible with airport operations will be identified.

Task 5.3 – Wetlands and Waterways Delineation Services

The CONSULTANT will delineate the wetlands within the approximately 912 acre Project Study Area (See Figure 1) utilizing the 1987 USACE Wetlands Delineation Manual and the 2010 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (Ver. 2.0). The USACE ordinary high water mark (OHWM) for any streams located within the project study area will be field delineated in accordance the definitional criteria as presented in Title 33, Code of Federal Regulations, Part 328 (33 CFR 328), and the procedures outlined in Title 6 of the Codes, Rules.

The boundaries will be surveyed by a licensed land surveyor for use in a future jurisdictional determination. USACE Wetland Determination Forms and photographs will also be recorded. The submission of a request for a jurisdictional determination from USACE will not be included as part of this study.

The CONSULTANT will prepare a wetlands and waterways delineation report documenting the findings of field survey. The wetlands and waterways report will include a site map of the Project Study Area denoting the wetlands and waterways boundaries and data collection points.

The wetlands and waterways delineation report will include an assessment of the functions and services provided by the wetlands and waterways within the Project Study Area.

Task 5.4 – Airport Recycling, Reuse and Waste Reduction

An airport recycling, reuse and waste reduction plan, in accordance with the FAA Memorandum for Guidance on Airport Recycling, Reuse and Waste Reduction, dated September 30, 2014, will be completed for the Airport. This plan will be developed using existing information and documentation relative the airport's waste disposal and/or recycling program. The scope and detail of the plan will be governed by the extent and accuracy of the available information but review and documentation of the following elements will be completed:

- a. Facility description and background
- b. Waste audit (existing or new)
- c. Review of recycling opportunities
- d. Operation and maintenance considerations
- e. Review of waste management contracts
- f. Potential cost saving or revenue generation
- g. Plan to minimize solid waste generation

h. Performance measurement tools

The airport recycling, reuse and waste reduction plan will be documented and included as an appendix to the master plan report and submitted as part of the final draft for FAA review and acceptance.

Product:

At the conclusion of Task 5, the results of the Environmental Overview will be documented within Interim Report #1 and presented to the Project Advisory Committee for review and comment.

Task 6.0 – Forecast of Aviation Demand

Purpose:

To establish forecasts of aeronautical activity (local and itinerant general aviation operations, general aviation enplanements, and operations for military and air taxi/on-demand flights) at the airport for the short-term (0-5 years), intermediate (6-10 years) and long-range (11-20 years) planning periods; and to establish forecasts of runway/taxiway utilization and parking demands.

Methodology:

The forecasts of aviation demand will begin with a collection of forecasting data. Data collection will include all of the information necessary to develop the forecasting methodology and perform all of the statistical analyses dictated by these methodologies. In addition, this data collection effort will involve gathering all of the relevant previous forecasting efforts. Items to be collected include but are not limited to the following:

- Socioeconomic Data such as population, per capita personal income, and employment/unemployment data.
- Previous forecast efforts such as the current Master Plan, and/or State Aviation System Plan.
- Obtain FAA Terminal Area Forecasts (TAF) and review national forecasts.
- Obtain Instrument Flight Rules (IFR) operations as reported through the FAA's Traffic Flow Management System (TFMS)
- Review Airport Operations Data as Collected by FlightAware to be provided by the County

With these data, future projections of aviation demand relating to the socioeconomic variables such as population, per capita personal income and employment activity can be made. Additionally, these projections can be compared to other forecasts, including those presented in the Delaware State Aviation System Plan Update (SASPU), to determine

reasonableness. Techniques to be used may include regression analysis, trend analysis, market share and other appropriate statistical methods. Airport activity forecasts will also be evaluated in relationship to national, regional, and state trend forecasts prepared by the FAA. Aviation activity forecasts will be developed, in part, on the basis of relationships found to exist between socioeconomic data for the airport service area and airport activity. The following forecast elements will be included in the study:

- General Aviation Operations
 - Peak Month, Peak Hour
 - Itinerant Split
 - Fleet Mix
- Annual Military Operations
- Annual Instrument Approaches
- Registered and Based Aircraft

Fundamentally, these forecast elements should all be used as inputs to capacity analyses, airfield facility requirement generators, noise studies, or for policy guidance. Forecasts will be developed on an unconstrained basis for short, intermediate, and long term planning timeframes. These timeframes correspond to the following years:

Short Range:	2019 – 2023
Intermediate Range:	2024 – 2028
Long Range:	2029 – 2038

Unconstrained forecasts refer to those forecasts made strictly on the basis of historical demand at the Airport. Considerations such as the physical constraints posed by either landside or airside facilities, or policy level considerations limiting this activity are not taken into account. All of the resulting forecasts will be considered unconstrained, even though they may be based upon historically constrained data. As mentioned previously, they will not be constrained by future physical facility or policy considerations at this point in the study.

A design aircraft (future) will be established for each runway and a Runway Design Code (RDC) based upon the usage by this design aircraft or group of aircraft will be determined. The RDC will be identified based on the documentation and guidance provided in FAA Advisory Circular 150/5000-17, *Critical Aircraft and Regular Use Determination*.

Product:

The results of the aviation demand forecasts will be documented in both text and tabular format and the reasonableness and practicality of the forecasts will be presented to the Project Advisory Committee in Interim Report #1 for review and comment. Upon review, a preferred forecast will be selected and concurrence from the FAA and DeIDOT will be requested. Concurrence of the forecasts are anticipated within 90 days of submittal to these agencies.

Task 7.0 – Capacity Analysis and Facility Requirements

Purpose:

To examine capacity over the planning period and determine the type and amount of airport facilities (runways, taxiways, aprons, tie-downs, storage hangars, vehicle parking, terminal area facilities, navigational and approach/landing aids, airport lighting, instrument approaches, etc.) needed to accommodate forecast aviation demand over the next 20 years and meet current design standards. A primary goal for the County in this Master Plan Update is analysis of a runway with an ultimate length of at least 6,000 feet.

Methodology:

Airside capacity analyses, such as Annual Service Volume (ASV), as well as Visual Flight Rules (VFR) and Instrument Flight Rules (IFR) hourly capacities will be evaluated using FAA AC 150/5060-5, *Airport Capacity and Delay*, and other industry guidelines. The capacities and requirements of runways, taxiways, aircraft storage and parking areas, terminal facilities and vehicle parking facilities will be assessed based on the demand forecasts identified in Task 6.0. Airport facility requirements for the next 20 years will be determined through a comparison of aviation demand with existing airport features and facilities.

FAA standards documented in AC 150/5300-13A and other FAA and State regulations, as well as consultation with Airport management, will be used to determine facility requirements. Requirements will be presented describing those changes necessary to accommodate demand and/or improve airport features to meet current design standards.

Task 7.1 – Capacity Analysis

The FAA methodology outlined in AC 150/5060-5, *Airport Capacity and Delay*, along with other industry guidance, will be used to establish the ASV, as well as VFR and IFR hourly capacities for the Airport. Information such as the existing runway and taxiway configurations, historical weather data, aircraft mix, airport instrumentation and airspace conditions will be used to derive hourly departure and arrival capacities and the ASV. The aviation demand forecasts will provide the basis for comparing forecasted levels of aviation demand versus the future capacity of the airfield for the 20-year planning period to determine the need for any capacity enhancing projects.

Task 7.2 – Facility Requirements

Based on the anticipated aircraft fleet mix and level of operational activity, this section will determine the need for airfield improvements. Particular attention will be given to maximizing the use of the current runway system while also considering an extension of Runway 4-22 to 6,000 feet in length, and any other associated improvements that may result from an extended

runway. Specific analysis regarding runway length requirements will include review of airport planning manuals for aircraft that operate regular operations at the Airport, as well as other FAA planning guidance, including the current version of AC 150/5325-4B, Runway Length Requirements for Airport Design. Any layout dimensions or other requirements for the proposed RDC, airport reference code (ARC), or taxiway design group (TDG) that do not meet current standards will be identified and addressed. Airside elements examined will include, but not necessarily be limited to, the following:

- a. Runway dimensions, type of runway, wind coverage, safety areas, object-free areas, object-free zones, and, protection zones
- b. Obstruction clearance requirements, including those identified in 14 CFR Part 77, *Safe, Efficient Use, and Preservation of the Navigable Airspace*, and the Approach/Departure Standards
- c. Taxiways, taxiway safety areas, object-free areas
- d. Aircraft parking aprons and tie-down requirements
- e. Aircraft storage requirements
- f. Airport marking and lighting
- g. Instrument approaches and NAVAIDs

The CONSULTANT will utilize available data, as collected through the Airport Surface Observation System (ASOS), or other data as is available through the FAA's Airports GIS website, to document wind coverage over the past ten years.

Task 7.3 – Maintenance of Modification of Design Standards

As required, any newly identified areas of the airfield geometrically inconsistent with airport design standards published in Advisory Circular 150/5300-13A, *Airport Design*, for which a Modification of Standard (MOS) is not already approved by the FAA and needs to be, an MOS will be filed via the FAA's Airports GIS website and FAA approval sought.

Task 7.4 – Landside Facility Requirements

Based on the results of Tasks 3.0 and 6.0, requirements for landside airport facilities will be identified. Interviews will be conducted with airport management and operational personnel as part of the process to determine current procedures and potential areas of concern. Opportunities to improve airport revenue generation will be sought and investigated for these functions, as well:

- a. Aprons and tie-down requirements
- b. General aviation terminal facilities
- c. Aircraft hangar facilities
- d. Aircraft maintenance area
- e. Airfield maintenance facilities and equipment
- f. Aviation fuel facilities

- g. Access, circulation, and parking facilities
- h. Airport utilities

Product:

The results of the Capacity Analysis and Facility Requirements will be documented in Interim Report #2 and presented to the Project Advisory Committee for review and comment.

Task 8.0 – Alternatives Development

Purpose:

In this task, feasible Development Alternatives having the potential to satisfy the various Airport Facility Requirements identified in Task 6.0 will be presented using the flexible planning scenarios identified and established in the aviation demand forecasts. The alternatives will be evaluated on the basis of the criteria described below and preferred alternative(s) identified. The preferred alternative(s) will be incorporated into an overall development plan for the Airport, which will be the basis for the final ALP.

Methodology:

The development alternatives for the Airport will build upon the Facility Requirements developed in Task 7.0, which were derived from the forecasts developed in Task 6.0. While a preferred alternative will be selected for the purpose of ALP development, the alternatives developed in this task will present several possibilities for the Sponsor to consider. The alternatives will evaluate the airside and landside features.

Evaluation criteria for the alternatives will be guided by FAA design standards, cost effectiveness, environmental considerations, and the degree to which the alternative in question meets the identified facility requirement. A set of standards will be established for each type of plan developed (e.g. airside, landside). To facilitate future NEPA review of projects prior to construction, the “No-Build Alternative” will also be evaluated.

Evaluation criteria for the alternatives will be guided by FAA design standards, cost effectiveness, environmental considerations, and the degree to which the alternative in question meets the identified facility requirement.

Task 8.1 – Identify Airside Alternatives

The formulation of airside alternative sketch plans and diagrams is the primary purpose of this element. From the aviation demand forecasts, the extent of improvements needed to accommodate future demand and the needs of the design aircraft or family of aircraft will be known. Additionally, the extent of capacity enhancement required to accommodate future operations at the Airport will also be known.

Alternatives will be presented to obtain the maximum operational flexibility at the Airport within the current property constraints. These alternatives will provide alternative airfield concepts to accommodate future demand and meet capacity requirements. The airside alternative sketch plans and diagrams will permit technical and operational evaluation, and will assist in formulating reasonable and logical development phasing plans. This task will identify as many as three (3) airside alternatives, including the "No-Build" alternative and a minimum of one (1) alternative analyzing an extension of Runway 4-22 to at least 6,000 feet in length. These alternatives will incorporate both runway and taxiway improvements, as well as NAVAID and approach improvements.

Task 8.2 – Identify Landside Alternatives

Alternatives prepared to meet the landside development needs over the planning period will be evaluated in this task. Landside alternative sketch plans and diagrams will be prepared to identify the general location and size of potential development sites. Due to the broad nature of the potential landside alternatives, construction cost estimates will not be developed at this stage, but will be developed after identification of the preferred development concept if the Alternative will be planned and programmed by the Airport within the Airport Capital Improvement Plan (ACIP) timeframe. Outputs from the aviation demand forecasts and discussions with airport management and users will help determine the size, location and timeline for the development of landside facilities. Additional focus will be include development along the entire closed-runway corridor and emphasis on feasible redevelopment within the existing terminal area. Review and consideration towards on-airport areas that could be considered for compatible non-aeronautical use in the 20 year planning period will also be identified. This task will identify as many as three (3) landside alternatives, including the "No-Build" alternative. These alternatives will incorporate all landside facilities as previously described in Task 7.4.

Task 8.3 – Alternatives Analysis

An airport development workshop of the Project Advisory Committee's will provide the opportunity to identify plausible airport development actions intended to meet the identified facility requirements as well as evaluate the advantages and disadvantages of each based upon a set of common criteria. Doing so will result in a collectively agreed upon and consolidated recommended development plan for the Airport, which will be the basis for the ALP.

The following criteria will be used for review and evaluation of each alternative:

- a. Airside Alternatives:
 - i. Facility Requirements: Does the alternative meet the existing and future needs of the Airport and is the alternative feasible for implementation?

- ii. Environmental Impact: What are the environmental impacts associated with implementation of the alternative? To what extent does this alternative further achievement of the Airport's environmental goals?
 - iii. FAA Standards: Does the alternative meet the design standards of FAA Advisory Circular 150/5300-13A and 14 CFR 77 Surfaces to the maximum extent feasible?
 - iv. Development Costs: Does the alternative have reasonable development costs in comparison to other alternatives that achieve the same goal? At the alternatives stage, planning-level cost estimates will be developed for general comparison amongst airside alternatives.
 - v. Development Flexibility: To what extent does this alternative leave flexibility for future change and additional surrounding development? Does this alternative allow flexibility from an operational standpoint?
- b. Landside Alternatives:
- vi. Land Use Compatibility: Is the alternative compatible with on-airport and off-airport patterns of land use? This criterion will evaluate such things as access to the airside movement areas and the local road network, and the degree to which the alternative is compatible with activities occurring in surrounding on and off-airport properties.
 - vii. Environmental Impact: What are the environmental impacts associated with implementation of the alternative?
 - viii. Potential for Expansion: Is the alternative flexible in the sense that it has the ability to accommodate future changes in demand and unanticipated expansion? This criterion recognizes the fact that location decisions made today will influence future airport development for many years to come.
 - ix. Operational Efficiency: Will this alternative contribute to the development of a smoothly functioning airport with efficient movement of aircraft? This criterion will consider whether the alternative makes the best and most efficient use of airport facilities and infrastructure.
 - x. Revenue Generation Capability: Does the alternative utilize a strategic business- and capital-based approach that allows or creates opportunities for airport management to increase revenue generation and/or diversify revenue sources thereby improving the overall competitiveness and cost effectiveness of the Airport?

Task 8.4 – Preferred Development Concept

In this task, the CONSULTANT along with input from Airport management and the Project Advisory Committee will select the preferred development alternative to be included in the overall recommended plan and ALP drawing set for the Airport. The recommended plan will be described by identifying the facilities for each functional area of the Airport, within each time frame. The recommended facilities will be described in relation to their quantity, general location, and timing of required development. The optimum configuration will be developed

to accommodate the demand for air transportation in the area, in light of community compatibility, environmental considerations, cost, funding and financial feasibility. The type and location of each airport improvement will be set forth in terms of the planning activity levels identified in the aviation demand forecasts, indexing by the following three time periods:

Short Range:	2020 – 2024
Intermediate Range:	2025 – 2029
Long Range:	2030 – 2039

The preferred development alternative will be the basis for phasing, cost estimating and the financial feasibility analyses completed in the following tasks.

Product:

The results of this task and the Airport development workshop will be documented in Interim Report #2 and presented to the Project Advisory Committee for review and comment. Detailed minutes of the workshop will be provided in an appendix to the Airport Master Plan

Task 9.0 – Implementation Plan

Purpose:

To develop necessary components for implementation of the preferred development plan including project phasing, order of magnitude estimates of construction costs and financial feasibility considerations. Utilizing this data, develop an updated Airport Capital Improvement Plan (ACIP) and draft ALP Drawing Set for review and comment prior to finalizing the ALP in Task 10.0.

Methodology:

Task 9.1 – Phasing Plan

Refinement and final development of project phasing for the preferred development alternative, as presented in Task 8.4, will be completed. Phasing will be based on the schedule of improvements necessary to meet the anticipated demand, accommodate existing or potential development opportunities, and/or maintain the greatest amount of development flexibility within the site. The phasing plan will be developed to assign each project to a planning period (short-range, intermediate, or long-range). Each project in the short-range period will be individually described in sufficient detail to indicate the nature and purpose of the project, identify potential conflicts with other projects, and identify projects that must occur to enable completion. For the intermediate and long-range time periods, the project staging will consist of a list of required projects, but without the level of implementation detail provided in the short-range.

Task 9.2 – Cost Estimation

Order of magnitude estimates of construction costs for the recommended plan will be developed in current year dollars for projects in the short-range, intermediate, and long-range planning time frames based on proposed phasing and other analyses completed in previous tasks. Detailed cost estimates will be prepared for preferred airside alternatives and key preferred landside alternatives that are expected to be implemented in the short-range and included within the CIP. The intermediate and long-range estimates will be broad based and completed to a planning level only in order to understand the overall level of development effort associated with each proposed development area or project. Estimates will include the costs to expand existing facilities, as well as to develop new facilities. Other expected capital costs, such as major maintenance projects (e.g. runway overlays, lighting replacement, etc.) and equipment acquisition (e.g. vehicles, mowers, etc.), will also be included.

Task 9.3 – Financial Feasibility

Financial feasibility of the proposed CIP will be demonstrated through a simplified financial proforma model to coincide with the short-range phase (years 0- 5) of the CIP. The financial proforma will be based on historical operational income and expenditures provided by the Airport and take into account the potential for new revenue streams introduced within the short-range period. The proforma model will also include anticipated non-operating income from federal and state grant programs as well as non-operating capital expenses associated with the preferred development and phased implementation plan.

Product:

The results of the implementation plan, cost estimates and financial feasibility model will be documented in the Draft Airport Master Plan and presented to the Project Advisory Committee for review and comment.

Task 10.0 – Airport Layout Plan

Purpose:

To formally present the updated Airport Layout Plan Drawing Set.

Methodology:

Based upon the results of Task 8.0 (Alternatives Development), a draft ALP Drawing Set will be prepared. The draft ALP Drawing Set will be prepared in accordance with FAA requirements and will use the *Standard Procedure for FAA Review and Approval of Airport Layout Plans* (ARP SOP 2.00). This task will include the preparation of the following ALP Drawings:

- a. Title Sheet
- b. Airport Layout Plan Data Tables (Existing and Proposed)
- c. Airport Layout Plan (Existing and Proposed)
- d. Airport Airspace Drawing(s)
- e. Inner Portion of the Approach Surface Drawings
- f. Runway Departure Surfaces Drawing(s)
- g. Terminal Area Drawing
- h. Land Use Drawing
- i. Airport Property Map

In addition to the development of the ALP Drawings noted above, CONSULTANT will develop an Exhibit "A" Property Map that adheres to the requirements identified in *Standard Procedure for FAA Review of Exhibit 'A' Airport Property Inventory Maps* (ARP SOP 3.00).

Product:

The results of this task will culminate in the submission of the updated ALP Drawing Set to the Project Advisory Committee for review and comment.

Task 11.0 – Draft Project Submittal

Purpose:

A draft Master Plan Update Report and ALP Drawing Set will be submitted to allow for the incorporation of final comments and edits requested by the Project Advisory Committee and preparation of document submittal to FAA and DelDOT, as well as address final comments received from those organizations in order to submit a finalized and acceptable ALP and Master Plan Update Report to all parties.

Methodology:

Based upon guidance and direction received from the Project Advisory Committee from either of the two Interim Reports or final draft ALP Drawing Set and Master Plan Update Report, as well as direction received during on-site meetings with the Committee, the Consultant will finalize the report for submittal to FAA and DelDOT for review and comment.

Product:

A final draft Master Plan Update Report and ALP Drawing Set will be developed from the comments received during this task and previous tasks and be formally presented to Sussex County, the FAA and DelDOT.

Task 12.0 – Final Project Submittal

Purpose:

To provide opportunity to solicit comment from FAA and DelDOT on the draft ALP Drawing Set and Master Plan Update Report and time to address any resultant comments.

Methodology:

Submit the final draft ALP Drawing Set and Master Plan Update Report to the FAA ADO and DelDOT for review and circulation. Address any resultant comments received from those agencies, and resubmit the finalized document for final acceptance from both organizations.

Product:

A finalized and FAA approved ALP Drawing Set and Master Plan Update Report.

Task 13.0 – Meetings and Coordination

Purpose:

To allow for technical review of interim, draft, and final documents, solicit comments and input on study progress, and to engage the public through participation in the planning process.

Methodology:

The Public Participation and Coordination process will consist of two elements: project stakeholder meetings and public information meetings. Although identified as Task 13.0, these elements will occur at key times throughout the project.

Task 13.1 – Project Stakeholder Meetings

Stakeholder outreach and input is an important part of enhancing the master planning process. FAA AC's 150/5070-6B, *Airport Master Plans* and FAA AC 150/5050-4, *Citizen Participation in Airport Planning*, provide guidance for effective techniques to engage the public and other airport stakeholders in the planning process. Development of a Public Involvement Program will begin at the earliest stages of the master planning process to identify stakeholders and key issues, and could include the following features:

- Establishment of Project Advisory Committee
- Public information meetings
- Small group meetings, briefings, or visioning sessions/charrettes

The use of focused committees has been an effective tool to engage the public and stakeholders during the master plan process and to solicit feedback during key points in the study. A Project Advisory Committee made up of different airport representatives, representatives from the FAA and Delaware Department of Transportation, airport tenants, general aviation users, and Sussex County officials can provide the necessary feedback for on-Airport issues under consideration.

Meetings with the Project Advisory Committee, which are envisioned to include the representatives from County administration, members of airport management, tenants and users along with Airport staff, will be held throughout the project. These meetings will be used to share ideas, discuss schedule, present interim reports, and develop solutions to any challenges that present themselves during the project. It is anticipated that the following such meetings will occur throughout the course of the project:

- a. Project Kickoff
- b. Interim Report #1 Review (post Task 6.0)
- c. Airport Development Workshop (post Task 7.0)
- d. Interim Report #2 Review (post Task 8.0)
- e. Draft ALP and Report Review (post Task 10.0)

Task 13.2 – Public Information Meeting.

One (1) Public Information Meeting shall be held during the course of the planning process to provide information in a workshop format and to solicit comments from the general public. The workshop will be held in an informal open-house format late in the afternoon/early evening for a period of up to two hours (typically held between 5 p.m. and 8:30 p.m.) at facilities at or in the vicinity of GED. Representatives of Sussex County and the CONSULTANT will staff the workshop session during the entire period to talk individually with citizens about the project. The CONSULTANT shall prepare workshop handout materials and furnish board-mounted graphics (maps, charts, etc.) to be on display so that citizens can become familiar with the project and issues relative to the master plan. Citizen comment forms will be prepared and distributed at the workshop. The CONSULTANT will prepare advertisements for the meetings and coordinate the timely publication of advertising for community notifications at least two weeks prior to the meeting. Sussex County shall be responsible for providing space for the Public Information Meeting/Workshop.

Product:

Five (5) successful on-site stakeholder meetings to initiate, guide and finalize the overall project. One (1) successful public information workshop to inform the public of the master plan process and the recommended alternatives and obtain feedback.

TASK 14.0 PROJECT MANAGEMENT AND ADMINISTRATION

Purpose:

To provide project oversight for all aspects of the planning process, to prepare required grant documentation, to coordinate subcontractor agreements, and complete items such as contract invoicing and accounting.

Methodology:

A project manager will be assigned and administrative staff will assist to complete the following subtasks:

14.1 Project Management and Coordination

Conference with Sussex County and FAA to review their programming and design standards, project scoping, and discuss data that is already available for the project.

Coordinate and provide liaison services between GED and the funding and review agencies. This task will involve the preparation of general correspondence, special reports, and other necessary items referenced herein for the project.

Procure special services such as surveying and consultation necessary for completion of the work to be performed under this contract. This includes the preparation of necessary subcontract documents, negotiation and/or bid solicitation, and award. The CONSULTANT shall also coordinate and manage the activities of subcontractors including scheduling and review of their work in accordance with established schedules, goals, and objectives of this project.

14.2 Grant Administration

A grant administrator will be assigned to the project. The grant administrator will assist the Sponsor with reimbursement requests to the funding agencies, as applicable to the project. The grant administrator will assist with providing information needed to initiate and closeout the project.

Product:

A seamlessly managed project with focused oversight, regular agency coordination, and full-service grant administration support.

III. PROJECT DELIVERABLES

Purpose:

To define the project deliverables.

Methodology:

The updated Airport Layout Plan Drawing Set and its associated Master Plan Update Report will be finalized based upon comments on Interim Reports, input received from the Project Advisory Committee and in coordination with Airport management. The resulting Final Report and ALP Drawing Set will be submitted to the Airport, the FAA, and DeIDOT for approval.

Product:

A total of five (5) copies of each of the Interim Reports and the draft Master Plan Update Report will be prepared, along with electronic copies in PDF provided digitally. These reports are anticipated to be delivered based on the following project milestones:

- a. Interim Report #1 – Upon completion of Task 6.0
- b. Interim Report #2 – Upon completion of Task 8.0
- c. Draft ALP Update and Master Plan Update Report – Upon completion of Task 10.0
- d. Final ALP Update and Master Plan Update Report – Upon Approval by FAA

In addition, three (3) copies of the Draft ALP Drawing Set will be prepared for distribution as airport management directs. It is anticipated that drawings will be prepared on oversize (22"x34" sheets or larger) paper, as approved by GED, DeIDOT, and FAA. In addition, six (6) copies of the Final ALP Drawing Set or signature will be prepared. Copies of all drawing sheets in PDF will be delivered, as well as a scanned copy of the fully signed ALP sheet, as well as AutoCAD drawing and reference files for each of the sheets.

IV. ASSUMPTIONS

The following is a list of assumptions which forms the basis of the cost for providing these services. It must be noted that any change to these assumptions constitutes a change in the project scope, possibly requiring additional fee.

- a. The Airport or DeIDOT will be responsible for providing all available documentation, reports, and statistics regarding the Airport for the preceding 10-year period. This is to include the following:
 - i. 2016 Obstruction Study
 - ii. Aviation Activities (operations - local and itinerant, fuel sold, based aircraft)
 - iii. Existing and proposed land uses surrounding the Airport.

- iv. Environmental assessment and impact statements
 - v. Property, boundary, easement, right-of-way, topographic and utility surveys; no boundary surveys will be completed as part of this effort and previously completed boundary surveys will be provided to ensure development of the Exhibit "A" Property Map adheres to the requirements of SOP 3.0.
 - vi. Zoning, deed and other land use restrictions
- b. Airport will provide for and/or arrange access to and make all provisions for the CONSULTANT to enter upon public and private property for performance of the Scope of Services.
 - c. Airport staff and Project Advisory Committee will examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the CONSULTANT and render in writing decisions or comments pertaining thereto within a reasonable time so as not to delay completion of the Scope of Services.
 - d. The Airport will provide electronic files for the existing Airport Layout Plan (ALP) and property map drawing. Any new parcel boundary survey, and necessary title and ownership transfer information will be provided by the Airport, as necessary, to update the Airport Property Map.

--- END OF SCOPE OF SERVICES ---

EXHIBIT B
Delaware Coastal Airport MPU

Sussex County

Proposal
June 5, 2019

FEE SUMMARY



	DESIGN / PLANNING SERVICES
1. DIRECT TECHNICAL LABOR	\$83,637.00
2. ESTIMATED OVERHEAD EXPENSES AND PAYROLL BURDEN Based on Percentage of Direct Salary Cost (exclusive of Premium Pay) with the estimated Percentage being 168.92 %	\$141,279.62
3. SUBTOTAL OF ITEMS 1 & 2	\$224,916.62
4. FIXED FEE / PROFIT	\$22,491.66
5. DIRECT EXPENSES	\$13,039.00
6. SUBCONSULTANT COSTS	\$310,944.00
Urban Engineering (Pavement Management and Building Condition Assessment)	\$110,800
Tela Vuota (Cost Estimation, Phasing, and Constructability) (DBE)	\$38,100
Delaware Valley Data Collection (Wetland Delineation Survey) (DBE)	\$48,000
R.A. Wiedemann & Associates (Forecasts)	\$25,000
Woolpert (Aeronautical Survey)	\$89,044
7. SUBCONTRACT COSTS - (ESTIMATE)	
8. OVERTIME PREMIUM	
9. TOTAL FEE ESTIMATE	\$571,391.28

10. TOTAL FEE FOR ALL SERVICES

\$571,392

Delaware Coastal Airport MPU

Sussex County

Proposal
June 5, 2019



McFARLAND-JOHNSON LABOR RATES

DIRECT TECHNICAL LABOR

<u>CLASSIFICATION</u>	<u>CURRENT AVG. RATE</u>	<u>PROJECT AVG. RATE</u>	<u>2019 MAX. RATE</u>
Vice President (VP)	\$119.65	\$124.91	\$122.60
Division Director/Reg.Div.Director (DD)	\$77.14	\$80.53	\$87.00
Senior Project Manager (SPM)	\$68.72	\$71.74	\$76.80
Sr. Project Environment Analyst/Planner (SPE/P)	\$53.84	\$56.21	\$58.00
Project Environment Analyst/Planner (PE/P)	\$47.97	\$50.08	\$54.60
Senior Environment Analyst/Planner (SE/P)	\$41.33	\$43.15	\$46.08
Assistant Environment Analyst/Planner (AE/P)	\$35.02	\$36.56	\$37.64
Junior Environment Analyst/Planner (JE/P)	\$28.25	\$29.49	\$31.50
Technician Supervisor (TS)	\$43.25	\$45.15	\$44.50
Senior Technician (ST)	\$32.66	\$34.10	\$37.18
Assistant Technician (AT)	\$22.51	\$23.50	\$24.26

Assume Notice to Proceed:	9/1/2019
Design Project Duration (months):	24
Assume Salary Escalation:	4.0%

Year	Compounded Escalation Factor	% Work in year	Effective %
2019	1.000	10.0%	10.0%
2020	1.040	70.0%	72.8%
2021	1.082	20.0%	21.6%
		<u>100.0%</u>	<u>104.4%</u>

Delaware Coastal Airport MPU

Sussex County

Proposal
June 5, 2019

DIRECT COSTS



McFarland Johns

	DESIGN / PLANNING SERVICES
Travel Related Costs:	
Vehicle Cost Plus Fuel	\$2,855
Lodging and Meals	\$5,984
Per Diem	
Reproduction	
CADD Plots	
Prints	
Photocopies	
Photo Costs	
Telephone/Fax:	
Postage/Delivery	\$200
Miscellaneous (Airfare, Meeting Materials, Data)	\$4,000
	\$13,039
	\$13,039



U.S. Department
of Transportation
**Federal Aviation
Administration**

Airports Division
Eastern Region
Delaware, Pennsylvania, New Jersey

FAA, Harrisburg Airports District Office
3905 Hartzdale Drive, Suite 508
Camp Hill, PA 17011
717-730-2830
717-730-2838 (Fax)

JUL 09 2019

Mr. James Hickin
Sussex County Delaware
Delaware Coastal Airport
21553 Rudder Lane
Georgetown, DE 19947

Dear Mr. Hickin:

We are enclosing three original copies of the Grant Offer for Airport Improvement Program (AIP) Grant Number 3-10-0007-035-2019 at Delaware Coastal Airport in Georgetown, Delaware. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **August 2, 2019**, in order for the grant to be valid.
 - The date of the attorney's signature must be **on or after** the date of the sponsor's authorized representative's signature.
 - All signatures must be made with blue or black ink; signature stamps will not be accepted.
- c. You may not make any modification to the text, terms or conditions of the Grant Offer.
- d. After you properly execute the grant agreement:
 - Return two executed original Grant Agreements to our office via US mail or commercial courier.
 - Retain one copy of the executed Grant Agreement for your records.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

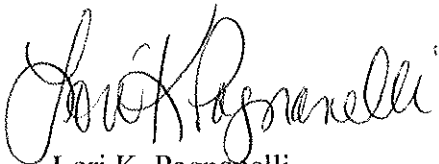
- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
 1. Non-construction project: Due annually at end of the Federal Fiscal Year.
 2. Construction project: Submit FAA Form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by the Harrisburg Airports District Office.

Ms. Lori Ledebom, (717) 730-2839, is the assigned Program Manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Lori K. Pagnanelli
Manager

cc: Lori Ledebom w/o enclosure



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	<u>JUL 0 9 2019</u>
Airport/Planning Area	<u>Delaware Coastal Airport</u>
AIP Grant Number	<u>3-10-0007-035-2019</u>
DUNS Number	<u>175532589</u>
TO:	<u>Sussex County, Delaware</u> (herein called the "Sponsor")

FROM: **The United States of America**(acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 20, 2019, for a grant of Federal funds for a project at or associated with the Delaware Coastal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Delaware Coastal Airport (herein called the "Project") consisting of the following:

Update Airport Master Plan Study

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 FAA Reauthorization grant condition.), (b) and the Sponsor's acceptance of this Offer; and, (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$516,727**.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$516,727 for planning
\$0 airport development or noise program implementation; and,
\$0 for land acquisition.

The source of this Grant may include funding from the Small Airport Fund.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **August 2, 2019**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by

the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. United States Not Liable for Damage or Injury. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

11. System for Award Management (SAM) Registration And Universal Identifier.

A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of AIP Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

15. Financial Reporting and Payment Requirements. The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

- 16. Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
- 17. Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects;
 - C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
- 18. Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.
- 19. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.
- 20. Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. AIP Funded Work Included in a PFC Application.

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

- 22. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated July 15, 2014, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

23. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

- 24. 2018 FAA Reauthorization.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in

order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.

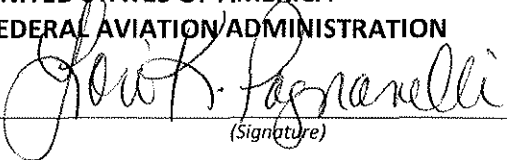
25. **Coordination.** The Sponsor agrees to coordinate this master planning study with the metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State's Department of Transportation and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The Sponsor agrees to consider any State Clearinghouse comments and to furnish a copy of the final report to the State's Department of Transportation.
26. **Airports GIS Survey.** If the Airports GIS survey is not reflected on an updated ALP that meets FAA requirements within four (4) years from the date of the Phase 1 grant (regardless of whether it is generated using the AGIS/eALP system or through some other computer-aided design platform), then the sponsor may be required to repay that portion of the grant that relates to the survey work.

SPECIAL CONDITIONS

27. **Unsigned Negotiated Agreement.** It is understood and agreed by the parties hereto, that this Grant is being issued on the basis of a preliminary agreement. It is further understood and agreed that the Federal Aviation Administration (FAA) will not concur with the issuance of a Notice to Proceed or approve any federal payments until the executed Negotiated Agreement has been submitted to and approved in writing by the Harrisburg Airports District Office.
28. **Master Planning Grants.** It is understood and agreed that no more than 35% of the total grant amount, excluding AGIS survey costs, may be requested for reimbursement prior to the FAA issuing forecast approval; and no more than 85% of the total grant amount may be requested for reimbursement prior to final airspace approval being given on the Airport Layout Plan submitted for an FAA Aeronautical Study (NRA).

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


(Signature)

Lori K. Pagnanelli
(Typed Name)

Manager, Harrisburg Airports District Office
(Title of FAA Official)

PART II – ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____, _____.

Sussex County, Delaware
(Name of Sponsor)

By: _____
(Signature of Sponsor's Authorized Official)

(Name of Sponsor's Authorized Official)

Title: _____
(Title of Sponsor's Authorized Official)

¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of _____. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____,

By: _____
(Signature of Sponsor's Attorney)

ASSURANCES

AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

3. Airport Planning Undertaken by a Sponsor.

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

C. Sponsor Certification.

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

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.¹²
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹

- s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

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

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

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

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

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

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

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title

49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

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

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be

required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

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

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

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

provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

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

23. Exclusive Rights.

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

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

and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

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

25. Airport Revenues.

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

manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

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

27. Use by Government Aircraft.

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

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

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at

Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. **Airport Layout Plan.**

- a. It will keep up to date at all times an airport layout plan of the airport showing:
- 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. **Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. **Applicability**
 - 1) **Programs and Activities.** If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the

sponsor's programs and activities.

- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

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

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

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

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

- b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was

notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated January 24, 2017 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure

nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

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

39. Competitive Access.

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



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 4/18/2019

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications

NUMBER	TITLE
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Changes 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards

NUMBER	TITLE
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment

NUMBER	TITLE
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1A	Seaplane Bases

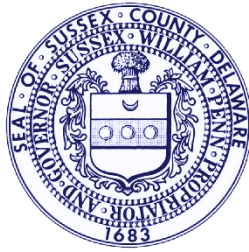
THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

NUMBER	TITLE
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

ENGINEERING DEPARTMENT

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



Sussex County

DELAWARE
sussexcountyde.gov

HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

Memorandum

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

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

RE: *FY 2019 General Labor & Equipment Contract, Project No. 19-01
Change Order No. 1 – FY 20*

DATE: July 23, 2019

In the past, Sussex County followed a traditional design, bid and build approach. However, the increased minor and major capital project load associated with aging infrastructure required a more efficient project delivery system. In response, the Engineering Department developed a competitively selected time and material, best value bid process consistent with the County Procurement Policy.

The first General Labor & Equipment Contract for FY 17 was awarded by Council to George & Lynch, Inc., on June 21, 2016, and Council renewed the contract on June 13, 2017 for an additional one-year period based on performance. Throughout this two (2) year timeframe, a significant scope of work was completed with considerable cost and time savings proving the validity of the approach.

Therefore, the Engineering Department re-advertised the contract in the spring of 2018 using the “best value” approach and on April 24, 2018, County Council awarded the FY 2019 General Labor & Equipment Contract to George & Lynch, Inc., of Dover, Delaware, at the first year bid amount of \$4,827,190.00. This contract award was valid for one year, with an option for Council to extend it, based on contractor performance, for two (2) additional one-year periods at the same unit prices.

On June 11, 2019, Council approved the first one-year extension extending the contract through June 30, 2020 under the unit prices previously bid, in the amount of up to \$7,395,000 for the continued project completion as budgeted in the capital projects for the Environmental Services Division and the Coastal Airport. Scope changes were to be presented on a case by case basis.



The original scope neither included the Chapel Branch nor the IBRWF Spray on Demand Loop projects. The Engineering Department is now requesting inclusion of both with limited up-front construction in the approved FY 20 scope of work. In addition, another legacy paving obligation has arisen which should also be included.

The preliminary work for the Chapel Branch project would accommodate connection of Oakcrest Farms to the system on a temporary basis. This would allow elimination of the existing on-site disposal system which cannot meet its current permit. The Oakcrest Farm customers would be added to the sewer billing to cover the costs. The initial work on the IBRWF Spray on Demand Loop would accomplish the extension of the effluent main to the Artesian RIBS. Therefore, the Engineering Department is requesting the approval of Change Order No. 1- FY 20, in the total amount of \$370,000.00 as per the attached breakdown. Appropriate funding for each work item was previously approved in the FY 20 budget.



**SUSSEX COUNTY
CHANGE ORDER REQUEST**

A. ADMINISTRATIVE:

1. Project Name: **FY 2019 General Labor & Equipment Contract**
2. Sussex County Project No. 19-01
3. Change Order No. 1 - FY 20
4. Date Change Order Initiated - 7/18/19
5.
 - a. Original Contract Sum \$7,395,000.00
 - b. Net Change by Previous Change Orders \$ 0
 - c. Contract Sum Prior to Change Order \$7,395,000.00
 - d. Requested Change \$370,000.00
 - e. Net Change (No. of days) _____
 - f. New Contract Amount \$7,765,000.00
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
- 7. Other (explain below):

C. BRIEF DESCRIPTION OF CHANGE ORDER:

Inclusion of Chapel Branch and IBRWF Spray on Demand Loop project to the scope for FY 20 and legacy paving obligations.

D. JUSTIFICATION FOR CHANGE ORDER INCLUDED?

Yes No

E. APPROVALS

1. George & Lynch, Inc., Contractor

Signature Date

Representative's Name in Block Letters

2. Sussex County Engineer

Signature Date

3. Sussex County Council President

Signature Date

FY 19 GENERAL LABOR & EQUIPMENT CONTRACT CHANGE ORDER 1 - FY 20	
DESCRIPTION	COSTS
Legacy Paving	\$20,000.00
Chapel Branch Sewer District Expansion	\$100,000.00
IBRWF Spray on Demand Loop	\$250,000.00
Total Change Order 1 - FY 20	\$370,000.00

ENGINEERING DEPARTMENT

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



Sussex County

DELAWARE
sussexcountyde.gov

HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

Memorandum

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

FROM: Hans Medlarz, County Engineer

RE: *Sussex County Code Chapter 95,
Proposed Messick Development Streetlighting District
A. Resolution to Authorize Time and Place of Election*

DATE: July 23, 2019

During October of 2018 the Engineering Department circulated petitions to the owners of improved properties within the boundaries of the then proposed Messick Development Streetlighting District after receiving a letter from the Messick Development Community Association requesting formation of a streetlighting district.

County Code requires the Department to estimate the costs and assessments for the requested street lighting service. After consultation with the Delaware Electric Cooperative, the Department estimated an assessment rate of \$65 - \$70 per year, per assessable property covering the maintenance and operation of the streetlights as well as County administrative costs to oversee the program.

After the polling was concluded, the Engineering Department had received petitions from forty-six percent (46%) of the residentially improved properties within the Messick Development in favor of establishing a Sussex County Street Lighting District and on April 2, 2019 County Council authorized the Department to proceed with the official public hearing.

The public hearing was publicly advertised and noted as per County Code and on Monday, May 13, 2019 at 6:00 p.m. the Engineering Department conducted said hearing at the Coverdale Community Center located at 11575 Fisher Circle in Bridgeville, Delaware. Thirty-two residents were in attendance. All people giving official testimony spoke in favor of creation of a Messick Development streetlighting district. Based on the statements made at the public hearing, the Engineering Department now recommends adoption of a resolution establishing the date and place of an election for the proposed Messick Development Street Lighting District with an estimated rate of \$68.50 per year, per assessable property.



RESOLUTION NO. R _____

**A RESOLUTION TO ESTABLISH THE DATE, TIME, AND PLACE OF AN ELECTION TO
BE HELD TO CONSIDER THE QUESTION OF ESTABLISHING THE
PROPOSED MESSICK DEVELOPMENT STREETLIGHTING DISTRICT**

WHEREAS, Chapter 95 of the Sussex County Code provides for the establishment, maintenance, and modification of a Streetlighting District; and

WHEREAS, on April 2, 2019, the Engineering Department reported to County Council that petitions from forty-six (46) percent of residentially improved properties within the Messick Development in favor of creation of a streetlighting district were received. Based on the information presented at the meeting the County Council approved holding a public hearing.

WHEREAS, the public hearing was publicly advertised and noted as per County Code and on Monday, May 13, 2019 at 6:00 p.m. the Engineering Department conducted said hearing at the Coverdale Community Center, 11575 Fisher Circle, Bridgeville, DE 19933. Thirty-two residents were in attendance. All people giving official testimony spoke in favor of creation of a Messick Development streetlighting district.

NOW, THEREFORE,

BE IT RESOLVED that the annual billing rate for the proposed streetlighting district is estimated to be \$68.50 per year, per assessable property located within the Messick Development; and

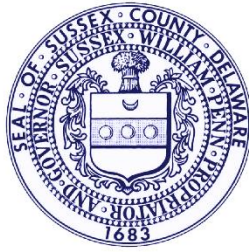
BE IT FURTHER RESOLVED that the Sussex County Council does establish Monday, September 9, 2019 from 2:00 p.m. until 7:00 p.m., at Coverdale Community Center, 11575 Fisher Circle, Bridgeville, DE 19933, as the date, time, and place for the election to consider the formation of the proposed Messick Development Streetlighting District; and

BE IT FURTHER RESOLVED that the designated judge of the Election shall be Mr. Rob Davis, Planning Technician, Sussex County Engineering Department, or his designee; and

BE IT FURTHER RESOLVED that the Sussex County Engineering Department be directed to provide appropriate notice to the voters of the date, time, and place of the election; the estimated costs and charges; and the availability of absentee ballots, as required by Chapter 95 of the Sussex County Code.

ENGINEERING DEPARTMENT

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

DELAWARE
sussexcountyde.gov

HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

Memorandum

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

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

RE: *Division of Environmental Services
Control Cabinet Upgrades, Project M19-11
Substantial Completion*

DATE: July 23, 2019

In 1999 the Environmental Services Department started implementing a Supervisory Control and Data Acquisition (SCADA) system. For compatible means of communication across the system various equipment components had to be standardized. At the time, Modicon programmable logic controllers (PLCs) were selected using the ProWorx NXT communication protocol. This combination served the County well until the manufacturer discontinued manufacturing the PLCs that used ProWorx Nxt and no longer supported software upgrades. This resulted in an inability of the County to upgrade computers to Windows 10 hence relying on machines running on older Windows versions.

The County's IT Department warned that this practice could lead to Countywide network security issues. They urged the Division to replace the PLCs and in FY19 the Engineering Department started to budget funds for the PLC upgrade process.

Invitations to bid, consisting of two bid packages were sent to four regional electric supply companies. Bid A included the PLCs and other high-tech equipment and Bid B included the hardware and wiring to install the PLC equipment. Despite the outreach only one, United Electric Supply, submitted as follows: Bid A **\$225,330.52** and Bid B **\$143,908.86**. On May 14, 2019, Council approved the combined award for a total of **\$369,239.38**.

All materials were received by July 10, 2019 and the Division of Environmental Services' Team plans to install all hardware components by the end of FY20. The Engineering Department now recommends substantial completion for the United Electric Supply part of the project.



ENGINEERING DEPARTMENT

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




Sussex County

DELAWARE
sussexcountyde.gov
HANS M. MEDLARZ, P.E.
COUNTY ENGINEER
JOHN J. ASHMAN
DIRECTOR OF UTILITY PLANNING

Memorandum

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

FROM: John Ashman 
Director of Utility Planning

RE: *Use of Existing Infrastructure Agreement*
Lighthouse View Phase 2B
File: OM 9.01

DATE: July 23, 2019

In July of 2016, the Engineering Department gave a presentation on Sussex County's proactive wastewater infrastructure planning in the North Coastal Planning Area. The planning effort identified infrastructure needs and matched them to transmission and treatment capacity upgrades respectively. This arrangement collects financial contributions based on development built out flows for available capacity in the existing wastewater transmission infrastructure previously funded by the County while at the same time eliminating the granting of "oversizing" credits.

The Engineering Department requests approval of an agreement for the Use of Existing Infrastructure with **Lighthouse View LLC** for the **Lighthouse View Phase 2B** project in the Fenwick Island Area. Such an arrangement does not modify the underlying land use decision in any form. However, it allows the wastewater originating from the approved project to be conveyed through the existing transmission system previously constructed by the County.

Under the proposed arrangement, **Lighthouse View Phase 2B** project will connect to the existing County owned infrastructure. In return for utilization of said infrastructure **Lighthouse View LLC**. will contribute **\$12,165.00** for the financial catch-up contribution of the existing infrastructure to serve **8.00** additional Equivalent Dwelling Units. Payment will be required prior to receiving a connection permit for the project. System Connection Charges in place at the time of building permit request will still apply.



USE OF EXISTING INFRASTRUCTURE AGREEMENT

INFRASTRUCTURE USE AGREEMENT – Lighthouse View Phase 2B

THIS AGREEMENT (“Agreement”), made this 28th day of June 2019, by and between:

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

LIGHTHOUSE VIEW, LLC a Delaware Limited Liability Company and developer of a project known as Lighthouse View Phase 2B, hereinafter called the “Developer.”

WITNESSETH:

WHEREAS, Developer is developing a tract of land identified as Tax Map parcels 134-23.00-3.05 to be known as Lighthouse View Phase 2B (“Project”) and;

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

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

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

- (1) Developer is proposing to utilize County’s existing collection and transmission capacity by connecting to existing regional infrastructure used by multiple pump stations.
- (2) In exchange for permission to connect up to **8.00** additional equivalent dwelling units to County’s existing system and to utilize the existing capacity in said system, Developer agrees to financial catch-up contribution in the amount of **\$12,165.00** for said existing facilities.
- (3) The contribution amount in the case of multiple pump stations using an existing collection and transmission system is based on the ratio of average flow capacity utilization of said transmission facilities.
- (4) **Payment of the contribution is due prior to receiving a connection permit for the project.**

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

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

- (13) All the terms, covenants, and conditions of this Agreement shall in all respects be governed and construed under and pursuant to the Laws of the State of Delaware without respect to its conflict of law provisions. This Agreement may only be amended, supplemented or modified by a subsequent written agreement executed by all the parties hereto.
- (14) This Agreement and exhibits constitute the final, entire and exclusive agreement between the parties with respect to the subject matter of all matters discussed in it and supersedes all prior or contemporaneous discussions, statements, representations, warranties or agreements, whether written or oral, made in connection with the Agreement described herein.
- (15) It is mutually agreed between the parties that no review, approval, acceptance, and/or payment made under this Agreement shall be conclusive evidence of the performance of the Agreement, either wholly or in part, and that no review, approval, acceptance, and/or payment shall be construed as acceptance of defective work by County, nor in any way relieve Developer of its responsibility for the adequacy of its work.
- (16) The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. Neither party shall be deemed to have waived any rights under this Agreement unless such waiver is expressly given in writing and signed by the waiving party. No delay or omission on the part of either party in exercising any right shall operate as a waiver of such right or any other right.
- (17) This Agreement shall be executed in duplicate, any copy of which shall be considered and construed as and for the original.
- (18) If any provision of this Agreement shall be deemed invalid or unenforceable for any reason whatsoever, then such invalidity or unenforceability shall not render invalid or unenforceable any of the other provisions of this Agreement which may be given effect without such invalid or unenforceable provision, and to this end, the provisions of this Agreement are hereby deemed to be severable.
- (19) Any notice required to be delivered to or by either party under this Agreement shall be sent by U.S. first class mail. For purposes of this provision, the address of the County is 2 The Circle, P.O. Box 589, Georgetown, Delaware, 19947, and the address of the Developer is **105 Foulk Road, Wilmington DE 19803.**

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

FOR THE COUNTY:

{Seal}

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

ATTEST:

Robin A. Griffith
Clerk of the County Council

FOR LIGHTHOUSE VIEW, LLC

By:  _____ (Seal)
Louis J. Capano III

6-28-19 (DATE)

WITNESS:

 _____

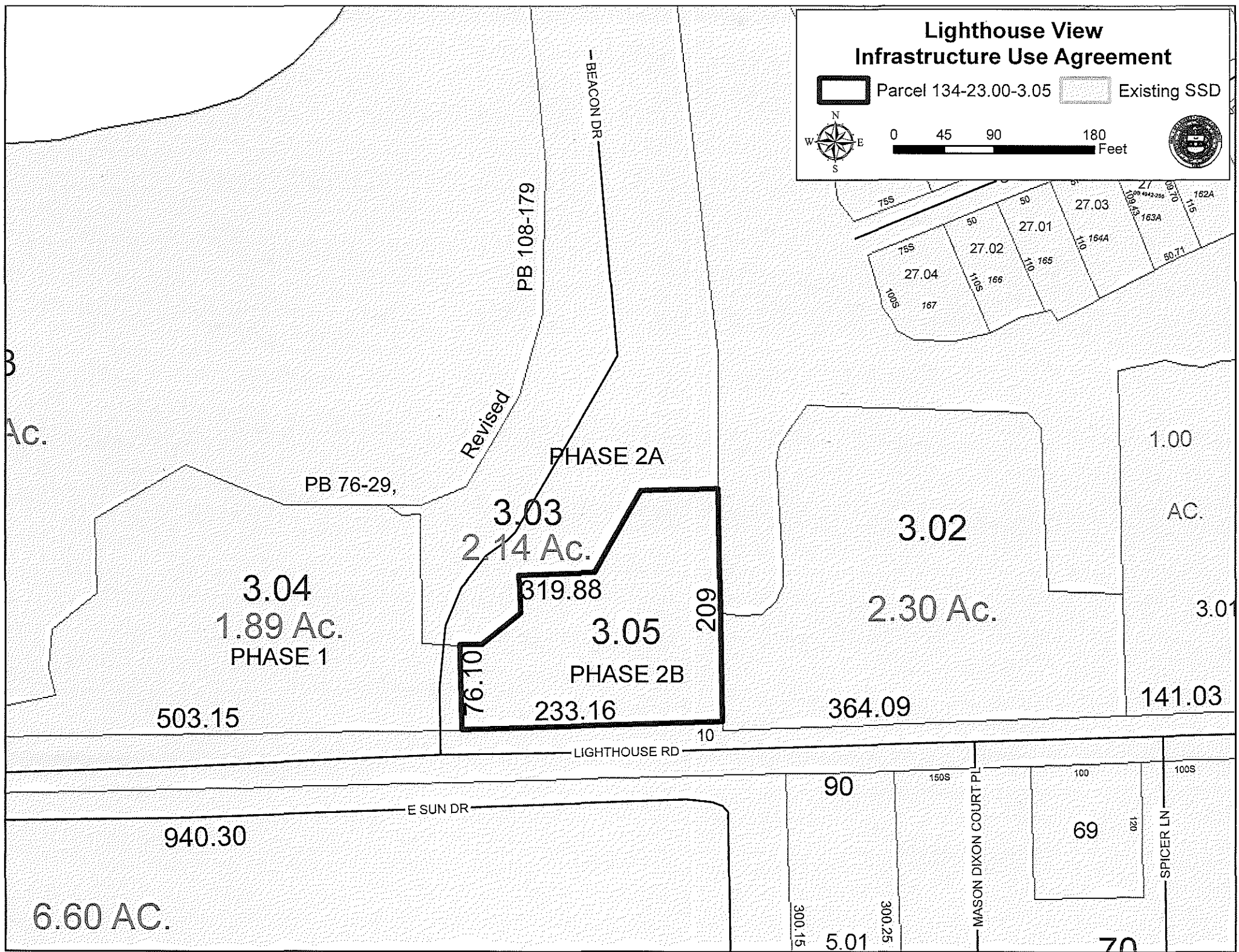
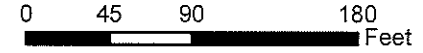
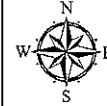
Lighthouse View Infrastructure Use Agreement



Parcel 134-23.00-3.05



Existing SSD





SUSSEX COUNTY GOVERNMENT

GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: AIDS Delaware
PROJECT NAME: AIDS Walk Delaware
FEDERAL TAX ID: 22-2805481 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 eliminate the spread and stigma of HIV/AIDS, improve the lives of those living with HIV/AIDS, and promote community health through comprehensive and culturally-sensitive services, education programs, and advocacy.

ADDRESS: 37201 Rehoboth Avenue Extension
Unit 1
Rehoboth Beach DE 19971
(CITY) (STATE) (ZIP)

CONTACT PERSON: Iris McKenney
TITLE: Fundraising & Communications Manager
PHONE: 302.652.6776, x221 EMAIL: imckenney@aidsdelaware.org

TOTAL FUNDING REQUEST: 1000.00

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

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

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

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

If YES, approximately what percentage of the project's funding does the Council grant represent? 9

SECTION 2: PROGRAM DESCRIPTION

PROGRAM CATEGORY (choose all that apply)

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

BENEFICIARY CATEGORY

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

BENEFICIARY NUMBER

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

91

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.

AIDS Walk Delaware is the state's largest HIV/AIDS fundraiser and awareness event. In 2019, the event will take place on Sept. 21, International Peace Day, in two locations; Grove Park, Rehoboth Beach and Dravo Plaza, Riverfront Wilmington. AIDS Walk Delaware raises funds for statewide HIV/AIDS services that not only include medical case management services, but also HIV-specific mental health counseling, Sussex County transportation program, statewide food pantry, HIV prevention/education programs for middle and high school students, free HIV testing, gender inclusive support groups, pharmacy services, housing support, and more. Proceeds are distributed to several AIDS service organizations (ASO) throughout Delaware including AIDS Delaware, CAMP Rehoboth, Christiana Care's Georgetown Wellness Clinic, Delaware HIV Consortium, Brandywine Counseling & Community Services, and others. The Centers for Disease Control and Prevention (CDC) place Delaware in the southern region of the U.S. where in 2017, 52% of new HIV cases were diagnosed. Because stigma is so great, it causes people to withhold their status which ultimately affects the entire community. AIDS Walk Delaware aims to combat that statistic by promoting and encouraging HIV-informed community health.

Held for over 30 years, AIDS Walk Delaware celebrates medical advances allowing HIV+ Delawareans to live long, productive lives. The Walk honors those who made sacrifices to reach those advances. Walk for an end to stigma and global peace.

#KnowYourStatusGetTested

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

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

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

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

SECTION 4: BUDGET

REVENUE	
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	
TOTAL REVENUES	8,000.00
EXPENDITURES	
Please enter the total projected budget for the project (not entire organization expense if not applicable to request). Example of expenditure items: PERSONNEL-one lump sum that would include benefits, OPERATING COSTS-supplies, equipment, rent/lease, insurance, printing telephone, CONSTRUCTION/ACQUISITION-acquisition, development, rehab hard cost, physical inspections, architectural engineering, permits and fees, insurance, appraisal. (Put amounts in as a negative)	
Marketing/Advertising	-\$ 2,850.00
Rentals	-\$ 2,500.00
Permits/Facilities	-\$ 2,183.00
T-shirts	-\$ 4,000.00
Miscellaneous	-\$ 250.00
TOTAL EXPENDITURES	-\$ 11,783.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	-\$ 3,783.00

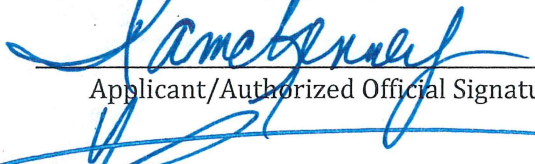
SECTION 5: STATEMENT OF ASSURANCES

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

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

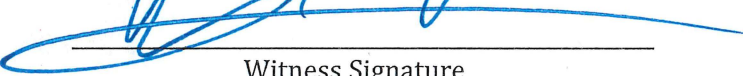
SECTION 5: STATEMENT OF ASSURANCES (continued)

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


Applicant/Authorized Official Signature

2019 June 27

Date


Witness Signature

2019 June 27

Date

Completed application can be submitted by:

Email: gjennings@sussexcountyde.gov

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

2

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

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

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

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

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


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

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

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

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


Applicant/Authorized Official Signature


Witness Signature

Fundraising & Communications Manager

Title

2019 June 27

Date

Hudson
7-08-19
Rev. 02/2019



SUSSEX COUNTY GOVERNMENT

GRANT APPLICATION

Delaware State College Alumni Association
SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: Delaware State University Sussex County

PROJECT NAME: Band To The Beach

FEDERAL TAX ID: 23 700 9665 NON-PROFIT: YES NO

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

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

ORGANIZATION'S MISSION:

ADDRESS: P. O. BOX 179
1

Lewes, De. 19958
(CITY) (STATE) (ZIP)

CONTACT PERSON: Elizabeth Allen

TITLE: Tres.

PHONE: 302-236-4078 EMAIL: Elizabeth.Allen@Cape.K12.de.us

TOTAL FUNDING REQUEST: \$2569,00

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

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

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

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

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

SECTION 2: PROGRAM DESCRIPTION

PROGRAM CATEGORY (choose all that apply)

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

BENEFICIARY CATEGORY

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

BENEFICIARY NUMBER

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

SECTION 3: PROGRAM SCOPE

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

We need help with bus transportation and will encounter other expenses also such as food, transportation, etc. This is done every year and your assistance will be greatly appreciated to see help carry out this event for another year.

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

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

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

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

SECTION 4: BUDGET

REVENUE	
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	
TOTAL REVENUES	
EXPENDITURES	
Please enter the total projected budget for the project (not entire organization expense if not applicable to request). Example of expenditure items: PERSONNEL-one lump sum that would include benefits, OPERATING COSTS-supplies, equipment, rent/lease, insurance, printing telephone, CONSTRUCTION/ACQUISITION-acquisition, development, rehab hard cost, physical inspections, architectural engineering, permits and fees, insurance, appraisal. (Put amounts in as a negative)	
Transportation	2569 -
TOTAL EXPENDITURES	\$ 0.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	2569 - \$ 0.00


SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the Sussex County Ala. D.S.U. agrees that:
 (Name of Organization)

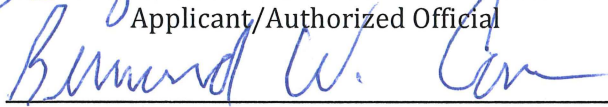
- 1) For non-religious organizations, all expenditures must have adequate documentation and must be expended within one (1) year of receipt of award funds. The funding awarded to the organization must be used in substantial conformity with the anticipated expenditures set forth in the submitted application.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



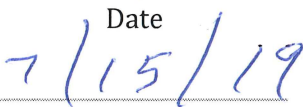
Applicant/Authorized Official



Witness



Date



Date

Completed application can be submitted by:

Email: gjennings@sussexcountyde.gov

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

HO

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.

Elizabeth Allen
Applicant/Authorized Official

Bernard W. Can

Witness
(703) 307-1800

Treas.
Title

JULY 15, 2019

Date

*Hudson
7-16-19*



SUSSEX COUNTY GOVERNMENT

GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME:	Make-A-Wish Delaware		
PROJECT NAME:	Giving Day		
FEDERAL TAX ID:	22-2755963	NON-PROFIT:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
DOES YOUR ORGANIZATION OR ITS PARENT ORGANIZATION HAVE A RELIGIOUS AFFILIATION?			
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO *IF YES, FILL OUT SECTION 3B.			
ORGANIZATION'S MISSION:	To create life-changing wishes for children with critical illnesses		
ADDRESS:	100 W 10th Street, Suite 106		
	Wilmington	DE	19801
	(CITY)	(STATE)	(ZIP)
CONTACT PERSON:	Seanna Crosley		
TITLE:	Vice-President of Development		
PHONE:	302-482-4466 215-987-4212	EMAIL:	SCrosley@philadesv.wish.org

TOTAL FUNDING REQUEST:	\$1,000.00
Has your organization received other grant funds from Sussex County Government in the last year?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> 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?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Are you seeking other sources of funding other than Sussex County Council?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
If YES, approximately what percentage of the project's funding does the Council grant represent?	<1 %

SECTION 2: PROGRAM DESCRIPTION

PROGRAM CATEGORY (choose all that apply)

- Fair Housing Health and Human Services Cultural
 Infrastructure¹ Other _____ Educational

BENEFICIARY CATEGORY

- Disability & Special Needs Victims of Domestic Violence Homeless
 Elderly Persons Low to Moderate Income² Youth
 Minority Other Children with Critical Illnesses in _____

BENEFICIARY NUMBER

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

18 in 2018

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.

Make-A-Wish Delaware provides life-changing wishes to children with critical illnesses. Wishes are more than just a nice thing, and they are far more than gifts, or singular events in time. Wishes impact everyone involved - wish kids, volunteers, donors, sponsors, medical professionals and communities. A wish come true helps children feel stronger, more energetic, more willing and able to battle their life-threatening medical conditions. For many, the wish marks a turning point in the fight against their illnesses.

In 2018 we were able to grant wishes to 18 children in Sussex County. The average cost of a wish is \$10,000.

On July 30, Make-A-Wish will sponsor a new initiative, the "Giving Day" program to benefit the Delaware chapter of Make-A-Wish. We have a goal to raise \$100,000 in one day to benefit the children of Delaware. In Sussex those funds would be used to help in granting wishes for six children. Our goal for the Delaware, Philadelphia and Susquehanna Valley region is to grant 365 wishes this year (Currently, we have more than 400 children eligible for wishes in this region).

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

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

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

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

N/A

SECTION 4: BUDGET

REVENUE	0.00
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	
TOTAL REVENUES	
EXPENDITURES	
Please enter the total projected budget for the project (not entire organization expense if not applicable to request). Example of expenditure items: PERSONNEL-one lump sum that would include benefits, OPERATING COSTS-supplies, equipment, rent/lease, insurance, printing telephone, CONSTRUCTION/ACQUISITION-acquisition, development, rehab hard cost, physical inspections, architectural engineering, permits and fees, insurance, appraisal. (Put amounts in as a negative)	
10 wishes statewide (there are six wishes slated for Sussex County at this time)	-\$ 100,000.00
TOTAL EXPENDITURES	-\$ 100,000.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	-\$ 100,000.00

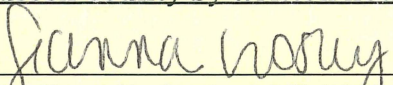
SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the Make-A-Wish Delaware agrees that:
(Name of Organization)

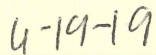
- 1) For non-religious organizations, all expenditures must have adequate documentation and must be expended within one (1) year of receipt of award funds. The funding awarded to the organization must be used in substantial conformity with the anticipated expenditures set forth in the submitted application.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

SECTION 5: STATEMENT OF ASSURANCES (continued)

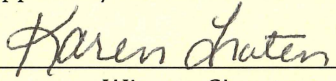
- 4) All information and statements in this application are accurate and complete to the best of my information and belief.
- 5) All funding will benefit only Sussex County residents.
- 6) All documents submitted by the applicant are defined as public documents and available for review under the Freedom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



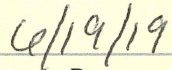
Applicant/Authorized Official Signature



Date



Witness Signature



Date

Completed application can be submitted by:

Email: gjennings@sussexcountyde.gov

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

Handwritten initials

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.

Janna Crosby
Applicant/Authorized Official Signature

Karen Jeter
Witness Signature

Community Relations

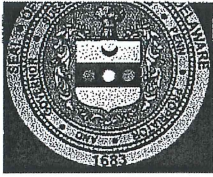
Title
6/10/2019

Date

Handwritten: Youth

Handwritten: Mike 7/16





SUSSEX COUNTY GOVERNMENT

GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME:	Millsboro Little League		
PROJECT NAME:	Road to Connecticut		
FEDERAL TAX ID:	510260181	NON-PROFIT: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
DOES YOUR ORGANIZATION OR ITS PARENT ORGANIZATION HAVE A RELIGIOUS AFFILIATION?			
	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO *IF YES, FILL OUT SECTION 3B.		
ORGANIZATION'S MISSION:	Our Junior Girls softball team has won the state championship and will be heading to Connecticut to compete in the regional tournament. The cost is around \$10,000 to help them with travel expenses, meals and rooms. This cost does not include helping the parents with their costs.		
ADDRESS:	P O Box 674 (mailing)		
	or 262 W State St (physical)		
	Millsboro	DE	19966
	<small>(CITY)</small>	<small>(STATE)</small>	<small>(ZIP)</small>
CONTACT PERSON:	Heather Radish		
TITLE:	President		
PHONE:	302-841-8437	EMAIL:	hradish17@gmail.com

TOTAL FUNDING REQUEST:		1000.00 or whatever you ca
Has your organization received other grant funds from Sussex County Government in the last year? <i>We received \$1000.00 from you last year for same thing</i>		<input checked="" type="checkbox"/> YES <input type="checkbox"/> 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?		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Are you seeking other sources of funding other than Sussex County Council?		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
If YES, approximately what percentage of the project's funding does the Council grant represent?		10%

SECTION 2: PROGRAM DESCRIPTION

PROGRAM CATEGORY (choose all that apply)

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

BENEFICIARY CATEGORY

- | | | |
|-----------------------------------------------------|---------------------------------------------------------------------------------------------|-----------------------------------|
| <input type="checkbox"/> Disability & Special Needs | <input type="checkbox"/> Victims of Domestic Violence | <input type="checkbox"/> Homeless |
| <input type="checkbox"/> Elderly Persons | <input type="checkbox"/> Low to Moderate Income ² | <input type="checkbox"/> Youth |
| <input type="checkbox"/> Minority | <input checked="" type="checkbox"/> Other <input type="text" value="13-14 year old girls"/> | |

BENEFICIARY NUMBER

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

SECTION 3: PROGRAM SCOPE

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

Our 13-14 year old junior league softball team won district and states. During regular season we had to combine the towns of Laurel and Seaford with our Millsboro girls to have enough girls to make a couple teams. These girls came together and worked hard all season. They meshed so well. Your contribution will be helping girls from all over the county travel to Connecticut to play in the regional championship. If they win there, they will have the opportunity to play in the World Series in the state of Washington. Getting rooms and food for the girls for a possible 7 day trip will cost close to 10,000. We would appreciate any help.

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

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

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

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

SECTION 4: BUDGET

REVENUE	
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	
TOTAL REVENUES	2000.00
EXPENDITURES	
Please enter the total projected budget for the project (not entire organization expense if not applicable to request). Example of expenditure items: PERSONNEL-one lump sum that would include benefits, OPERATING COSTS-supplies, equipment, rent/lease, insurance, printing telephone, CONSTRUCTION/ACQUISITION-acquisition, development, rehab hard cost, physical inspections, architectural engineering, permits and fees, insurance, appraisal. (Put amounts in as a negative)	
\$25.00 a day for 13 girls for 7 days	\$1925.00
13 rooms for 43.00 a night for 5 nights and 164 for 2 nights (we pay 1	\$7301.00
Each of the 13 families will have to pay a portion which is \$521.50) would like to ease their burden	
TOTAL EXPENDITURES	\$ 0.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	\$ 0.00

SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the Millsboro Little League 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.**

Heather Radish
Applicant/Authorized Official

7/12/19
Date

[Signature]
Witness

7/12/19
Date

Heather Radish - Millsboro Little League President

hradish17@gmail.com

302-841-8437

Completed application can be submitted by:

Email: gjennings@sussexcountyde.gov

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

9867

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

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

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

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

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

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

Heather Radish
Applicant/Authorized Official Signature

[Signature]
Witness Signature

President of Millsboro Little League
Title

7/12/19
Date

Fidelity
Rev. 02/2019
7-12-19

To Be Introduced 07/23/19

**Council District No. 4 – Hudson
Tax I.D. No. 134-16.00-382.00
911 Address: None Available**

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A GR GENERAL RESIDENTIAL DISTRICT FOR MULTI-FAMILY (45 APARTMENT UNITS) TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 3.93 ACRES, MORE OR LESS

WHEREAS, on the 2nd day of July 2019, a conditional use application, denominated Conditional Use No. 2195, was filed on behalf of Gulfstream Development, LLC (Kent Apartments); and

WHEREAS, on the ____ day of _____ 2019, 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. 2195 be _____; and

WHEREAS, on the ____ day of _____ 2020, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County determined, based on the findings of facts, that said conditional use is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County, and that the conditional use is for the general convenience and welfare of the inhabitants of Sussex County.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article VI, Subsection 115-39, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2195 as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece or parcel of land lying and being situate in Baltimore Hundred, Sussex County, Delaware, and lying on the northwest corner of Parker House Road and Muddy Neck Road, and being more particularly described in the attached legal description prepared by Parsons & Robinson, P.A., said parcel containing 3.93 acres, more or less.

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

To Be Introduced 07/23/19

**Council District No. 1 - Vincent
Tax I.D. No. 132-12.00-113.00
911 Address: 28537 Sussex Highway, Laurel**

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 BROAD CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 0.474 ACRE, MORE OR LESS

WHEREAS, on the 21st day of June 2019, a zoning application, denominated Change of Zone No. 1893, was filed on behalf of Lisa Horsey; and

WHEREAS, on the ____ day of _____ 2019, 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. 1893 be _____; and

WHEREAS, on the ____ day of _____ 2020, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County has determined, based on the findings of facts, that said change of zone is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article II, Subsection 115-7, Code of Sussex County, be amended by deleting from the Comprehensive Zoning Map of Sussex County the zoning classification of [AR-1 Agricultural Residential District] and adding in lieu thereof the designation 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 Broad Creek Hundred, Sussex County, Delaware, and lying at the northeast corner of Sussex Highway (Route 13) and Boyce Road, and being more particularly described in the attached legal description prepared by Moore & Rutt, P.A., said parcel containing 0.474 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 07/23/19

**Council District No. 5 - Rieley
Tax I.D. No. 533-4.00-61.00
911 Address: 35029 DuPont Boulevard, Frankford**

ORDINANCE NO. ____

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 BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 2.368 ACRES, MORE OR LESS

WHEREAS, on the 26th day of June 2019, a zoning application, denominated Change of Zone No. 1894, was filed on behalf of Howard Pepper, Jr.; and

WHEREAS, on the ____ day of _____ 2019, 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. 1894 be _____; and

WHEREAS, on the ____ day of _____ 2020, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County has determined, based on the findings of facts, that said change of zone is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article II, Subsection 115-7, Code of Sussex County, be amended by deleting from the Comprehensive Zoning Map of Sussex County the zoning classification of [AR-1 Agricultural Residential District] and adding in lieu thereof the designation of C-3 Heavy 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 Baltimore Hundred, Sussex County, Delaware, and lying on the east side of DuPont Boulevard (Route 113), approximately 0.38 mile south of Lazy Lagoon Road, and being more particularly described in the attached legal description prepared by Ellis & Szabo, LLP, said parcel containing 2.368 acres, more or less.

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

To Be Introduced 07/23/19

Council District No. 4 - Hudson

Tax I.D. No. 134-16.00-382.00

911 Address: None Available

ORDINANCE NO. ____

AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A GR GENERAL RESIDENTIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 3.93 ACRES, MORE OR LESS

WHEREAS, on the 2nd day of July 2019, a zoning application, denominated Change of Zone No. 1895, was filed on behalf of Gulfstream Development, LLC (Kent Apartments); and

WHEREAS, on the ____ day of _____ 2019, 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. 1895 be _____; and

WHEREAS, on the ____ day of _____ 2020, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County has determined, based on the findings of facts, that said change of zone is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article II, Subsection 115-7, Code of Sussex County, be amended by deleting from the Comprehensive Zoning Map of Sussex County the zoning classification of [AR-1 Agricultural Residential District] and adding in lieu thereof the designation of GR General Residential 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 Baltimore Hundred, Sussex County, Delaware, and lying on the northwest corner of Parker House Road and Muddy Neck Road and being more particularly described in the

attached legal description prepared by Parsons & Robinson, P.A., said parcel containing 3.93 acres, more or less.

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

TO BE INTRODUCED

JANELLE M. CORNWELL, AICP
PLANNING & ZONING DIRECTOR
(302) 855-7878 T
(302) 854-5079 F
janelle.cornwell@sussexcountyde.gov



Sussex County

DELAWARE
sussexcountyde.gov

Memorandum

To: Sussex County Council Members

From: Janelle Cornwell, AICP, Planning & Zoning Director

CC: Everett Moore, County Attorney

Date: July 18, 2019

RE: County Council Report for CZ 1882 Nassau DE Acquisitions Co., LLC

The Planning and Zoning Department received an application (CZ 1882 Nassau DE Acquisitions Co., LLC) for a Change of Zone for parcels 334-1.00-15.00 and 15.03 to allow for a change from C-2 (Medium Commercial District) and AR-1 (Agricultural Residential District) to HR-1-RPC (High-Density Residential District – Residential Planned Community) to be located on Coastal Hwy. (Rt. 1) and Old Mill Rd. The Planning and Zoning Commission held a public hearing on June 27, 2019. The following are the draft minutes for the Change of Zone from the Planning and Zoning Commission meetings.

Ms. Cornwell advised the Commission that submitted into the record were a Site Plan, an exhibit booklet, a staff analysis, comments from the Sussex County Engineering Department – Utility Planning Division, comments from the Sussex Conservation District, comments from the DelDOT Service Level Evaluation Request, PLUS comments and the response to PLUS comments, and several letters in opposition.

The Commission found that John Tracey, Attorney with Young, Conaway, Stargatt, and Taylor, Mr. Alan Hill, from Hillcrest Associates, Ms. Nicole Kline-Elsier, Traffic Engineer with McMahon Engineers, were present on behalf of the Application. Mr. Tracey stated that the current Application is a revised plan to the one that the Commission considered in 2018; the current Application is a rezoning with an RPC overlay to give more substance to the conditions discussed in a prior meeting; the combined property has frontage on both Rt. 1 and Old Mill Rd.; it is bordered by commercial uses on Rt. 1 and has a mix of residential classifications in the rear and across Rt. 1 from the property; it is predominantly located in a level 3 investment area with some portions in the rear of the property in a level 4 investment area; under the Comprehensive Plan it lies within the Coastal Area which permits residential uses and densities similar to the type proposed; the property is currently zoned AR-1 and C-2; the Application seeks to combine both parcels into a single lot zoned HR-1 with a RPC overlay to permit the construction of 168 apartment units; this will include 21 units for the County's affordable rental unit program ("SCRIP"); the purpose of the HR zoning code is to permit a variety of housing types and to provide residential densities appropriate for areas which are or which will be served by public sewer and water and are located near major thoroughfares, shopping facilities and centers of employment; this property being located on Rt. 1 and will have public water and sewer, it fits the criteria for this type of zoning; that there is a need for affordable housing not only in Sussex



County but all over the country; that the need is particularly acute in eastern Sussex County; that there are more renters than homeowners and the need for smaller and more affordable apartments continues to increase; that this is an appropriate location for affordable housing;

Mr. Tracey summarized the overall need for affordable housing within Sussex County based upon the Delaware Housing Needs Assessment 2015-2020; that the SCRIP program would contribute to meeting this unmet need by providing 21 moderately priced, more affordable units.

Mr. Tracey outlined that, based on the previous concerns from the Commission/County Council, a number of revisions have been made to the site design; that the orientation of the buildings has been changed so that the perpendicular end of three of the buildings will face the rear of the property; the buffering to the rear of the property will be enhanced; parking in the rear of the property has been reduced; the buffer will now be 92 ft in depth at the south portion of the property and would go down to 62 ft. at the north portion of the property adjoining the parking lot; the proposal is now comprised of six three-story buildings all adhering to the 42 ft. maximum height requirements; that there will be some garages in the interior of the property for vehicular storage for residents; amenities proposed are clubhouse, pool, tennis, pickleball, bocce ball and a grill area; that two access points are proposed – one on Old Mill Rd. and one on Rt. 1; that the apartments will meet current fire code and will have sprinklers; the site is bordered on three sides by roads or commercial areas; the homes on Broeders Drive are separated from the project by approximately 200 ft.; that existing trees within the site and on adjoining land would be retained; that stormwater management areas would meet all State requirements; and there are nineteen proposed conditions suggested by the Applicant.

Ms. Kline-Elsier stated that there are 30,000 plus vehicles traveling on Rt. 1 each day; that DelDOT has already advised that access on Rt. 1 will be limited to a right-in, right-out which will result in about 200 trips per day (total in and out); that the access on Old Mill Road will have full access and will result in about 700 trips per day; that the expected trips per day is 914, based on national trip data, and this number has been confirmed by DelDOT; that during commuter peak hours the weekday morning trips are expected to average 57 and the afternoon trips average 73; that the overall increase in traffic for the area would be about 2%; that DelDOT has stated that the Applicant will be required to provide some additional short-term improvements prior to the DelDOT Rt. 1 project for this area, which is expected to begin in 2023. Mr. Tracey stated that improvements will be made by the Applicant to Old Mill Rd.; that the proposal is a quality project which complies with the Comprehensive Plan; that it will provide more affordable housing options in the area; and provide amenities for the residents.

Mr. Hopkins asked what hours peak hours are. Ms. Kline-Elsier stated that morning peak hours are between 7 am – 9 am and the afternoon peak hours between 4 pm – 6 pm. Mr. Hopkins asked how the 57 morning trips are calculated. Ms. Kline-Elsier stated that there is an industry standard publication from the Institute of Transportation Engineers which is a trip generation manual; this manual contains several different land uses and for each land use it provides specific trip generation rates that are applied to a number of units in a specific land use.

Ms. Wingate asked if the trip calculations were undertaken for affordable housing versus traditional housing. Ms. Kline-Elsier stated that the trip generation rate does not differentiate between affordable housing and traditional housing, but the studies are based on the actual types of housing unit i.e. single-family, multi-family, etc. Ms. Wingate asked if there is a timeline for DelDOT's improvements to this area. Ms. Kline-Elsier stated that the DelDOT website lists 2023 as the start of the project and expects

to complete by 2025. Ms. Wingate asked if there would be an on-site manager to ensure that the property is maintained. Mr. Tracey stated that this has not been decided at this time; but expects that at the least there would be a daytime manager on-site and a 24-hour number listed for after-hours assistance.

Mr. Mears asked if the sales center would be converted to a rental center when the project is complete. Mr. Tracey stated that it would become a leasing center where employees could offer tours to potential renters and an office where renters could complete leasing paperwork. Mr. Tracey said that, as the proposal is for a RPC, this could be a condition of approval. Mr. Mears asked for clarification about the 200 trips from the Rt. 1 access and the 700 trips from Old Mill Road. Ms. Kline-Elsier stated that because of the limitations on the Rt. 1 access until DelDOT complete their project it is expected that most residents will access and leave the site through the Old Mill Road entrance.

Ms. Bulkilvish asked if the Developer has looked at public transportation in this area. Mr. Hill responded that public transportation has not been analyzed for this location.

Mr. Robertson stated that the recommendation made by Ms. Stevenson on the previous application in November 2018, which contained a recommended condition requiring that no more than 90 units could be built until DelDOT completes the service roads on Rt. 1, could be potentially be considered on the current application. Mr. Robertson asked Mr. Tracey if he had any comments regarding a potential 90-unit limit. Mr. Tracey responded that the original project did not have affordable housing; the affordable housing would be spread throughout the development so if these conditions were placed on the project it would likely delay some of the affordable housing units being built; and it would also likely extend construction which would be both a burden on the Applicant but also on the surrounding area.

Ms. Jennifer Cinelli-Miller and Ms. Suzanne Laws, representing DelDOT, gave comments regarding the project. Ms. Cinelli-Miller outlined the Five Points Transportation Study which is currently ongoing; that DelDOT will be addressing the crossovers on Rt. 1; that developers in this area will be expected to meet with DelDOT to discuss how they can help address safety improvements for the crossovers; that in the future it is likely that there will be no crossovers from Old Mill Road on Rt. 1, that it would be right-in, right-out only due to the protected traffic corridor; and the Five Points study has found that the U-turns are generally safer than the crossovers whereby motorists wishing to travel in a southbound direction cross four lanes of traffic.

Ms. Wingate asked if DelDOT has a plan to add an additional lane on Old Mill Road for a right turn only and if DelDOT had enough property on the right-of-way to add this lane. Ms. Laws stated that a 60-foot is required for a local road, but she was unsure how much property exists out there today. Ms. Laws clarified that the 998 trips mentioned by Ms. Kline-Elsier although credible, has not yet been verified by DelDOT; this site does not warrant a Traffic Impact Study according to DelDOT's regulations; and per the PLUS comments a maximum of 200 trips per day would be allowed on the Rt. 1 entrance until DelDOT completes the service lanes in this area.

Mr. Robertson asked if the residents can also exit from Old Mill Road why have a cap on the number exiting from the Rt. 1 entrance. Ms. Laws stated this is one of the reasons to have the exit from Old Mill Road because there is a cap of 200 trips per day on the Rt. 1 entrance. Mr. Robertson asked what the time frame for the commencement of the service road project is. Ms. Laws stated that it is on track to begin Spring 2023 with expected 2-years to completion. Mr. Robertson asked Ms. Laws if

everything stated by the Applicant for the road improvements was accurate from DelDOT's perspective. Ms. Laws confirmed that the improvements for the Minos Conaway Capital project as true and correct.

Mr. Hill confirmed that the PLUS DelDOT comments, dated March 1 and distributed on April 25, confirmed 914 trips per day and not 998 as mentioned by Ms. Laws. Ms. Cinelli-Miller asked that the Applicant reach out to DelDOT Planning to discuss public transportation for the site.

The Commission found that Ms. Katie Millard, Mr. Mike Long and Mr. Todd Fisher spoke in favor of the Application. Ms. Millard stated that she is a resident of Lewes and is a renter; she spoke about her difficulty finding a rental unit; she supports this project because there are so few affordable rental units available in the County. Mr. Long stated that he and Mr. Fisher own the land surrounding the proposed development on three sides and that they support the Application. Mr. Fisher stated that there is a lot of commercial zoning in this area and that adding high-density would create a good mix; that the changes made by the Applicant by adding additional buffering is a good idea; and once the service road is completed it will alleviate the traffic problems.

The Commission found that the following people spoke in opposition to the Application:

Mr. Bill Landon stated that he, his brother and his daughter all have homes in Landon Road which is off Old Mill Road; he has kept the zoning as AR-1 (Agricultural Residential); he met with Mr. Brockenbrough, County Coordinator from DelDOT who confirmed that the traffic report is over 4 years old; he has witnessed many accidents at the crossover from Old Mill Road onto Rt. 1; if the property is rezoned it will only be a matter of time before there is a fatality at the crossover; the density should remain low on the east side of Rt. 1 because of the development on New Road and he quoted Council members who voted to deny this development previously; and development on this property should not begin until the service road project has been completed by DelDOT for the safety of Sussex County residents. Mr. Landon outlined his belief that the proposed density is too high in this location.

Mr. Mark Wright stated that he is a resident of Old Mill Road; that item 16 on the list of suggested conditions talks about the buffer and that the 6-foot privacy fence which would be adjacent to the right-of-way; that the privacy fence must be 10 ft. from the property line; and that there is not 202 ft. from the nearest property; there should be a deceleration lane from Rt. 1 for right turns into Old Mill Road; that the existing lane is insufficient and the deceleration lane is actually an acceleration lane from people leaving Nassau Road and New Road; both a right turn lane and an acceleration lane is needed on Old Mill Road; and DelDOT's counts show that currently there are between 684-816 trips a day from the 68 homes off of Old Mill Road. Mr. Wright therefore questioned how it is possible that 168 units would only generate 900 additional trips per day.

Dr. Catherine Murphy stated that she is a nurse, an educator and an environment advocate; that she is a resident of Nassau Acres and is representing herself and her neighbors; that she asks the Commission not to support this proposal as it is a threat to the safety of all, not just the residents of Nassau Acres. Dr. Murphy outlined traffic concerns of this area and showed a video which was taken in October 2018, showing the high volume of traffic on Rt. 1 and how dangerous it is to merge into traffic; that she applauds the effort to increase affordable housing in the area but not at the risk of public safety.

Mr. George Dellinger highlighted a few of the points within his written statement; that this project will likely present dangers because of the high risk of the additional high volume of traffic; that a TOA and a TIS are completely different reports, the TOA (Traffic Operational Analysis) happens after an approval has been granted and a TIS (Traffic Impact Study) must be completed prior to approval.

Mr. Robertson stated that both DelDOT and the Applicant have confirmed that there will be a service road here to help with the traffic issues and asked how this affects the traffic impact objections. Mr. Dellinger stated that the proposals will cause a high-risk public safety danger if construction and residential trip volumes projected by DelDOT are permitted (even in part) before completion and full operation of the New Road – Minos Conaway Connector and northern service road and stated that this is a death trap unless the project is delayed to allow time to implement the highway improvements; that safety issues must be considered by the Commission; that CZ 1882 should be denied and the Applicant invited to reapply after the GSI connector is complete and the service road are in operation so that residents and construction workers will have safe access to Rt. 1.

Ms. Sue Nyden stated that she lives on Roberts Road; she supports her neighbors' comments about traffic; as a social worker she does not consider 21 units of 168 units as affordable housing as it is just over 10% of the entire number of units; and this is a tiny affordable housing project. Mr. Robertson stated that though Ms. Nyden's statements are true, based on Sussex County affordable housing ordinance, this project does comply with the ordinance. Ms. Nyden stated that though the numbers may meet the requirements of the Ordinance, however they do not address the needs of the residents of Sussex County.

Ms. Lisa Bartels stated that she lives on Old Mill Road; there are environmental concerns; the area is serviced by well water which relies on forest and fields for a recharge area; a change in zoning would create a very large impermeable surface with large parking lots planned for this development. Ms. Bartels asked that the Commission undertake due diligence and make sure there are adequate retention ponds and further studies from DNREC prior to approval; she raised concerns about the air quality for current residents during the construction period; she is concerned about the effect on wildlife in the area; it is the Commission's responsibility to also protect current residents when thinking about this Application; and there is a lack of infrastructure in this area, there are no walkways, bike lanes, restaurants, grocery or convenience stores in the area.

Mr. Erwin Villiger stated that he and his family live on Old Mill Road; he is a professor of environmental science and public policy; and asks that the Commission reject this Application as it does not conform to the Comprehensive Plan approved by County Council in December 2019; that the intended use is not in keeping with the residential activities in the area; that the impact on water resources and traffic in the area has not been evaluated; that if the Commission denies the Application then it will not increase the traffic issues already in this area; that this area has been renamed from an environmentally sensitive area to a coastal area which does not evoke the same level of concern that should be shown when evaluating new developments being built in this area; that high density developments are supported in this area with the following conditions:

- water and sewer availability.
- being near commercial areas.
- within level one and level two strategy for State spending.
- and with a similar surrounding density.

Mr. Villiger stated that being near commercial areas is the only condition being met; that infrastructure investment can bring water and sewer and can build road infrastructure; but does not address the other issues and that is that this area falls in a level three low-priority zone for State funding; high-density development in a level three zone are principally encouraged as part of mixed-use development; building high-density next to low-density and commercial does not constitute mixed-use development; that the first objective of goal 4.4 of the Comprehensive Plan is to “*Ensure that the new development complements the character of the existing surrounding communities*”, this high-density housing is not appropriate; in a letter from DeDOT dated December 3, 2018, it states: *Per program policy, if a property has reasonable alternative access to a secondary road, no direct access to the corridor will be permitted. All site access must be developed along Old Mill Road, not Rt. 1.*; in an update dated April 3, 2019, DeDOT suggests allowing direct access to Rt. 1, but limiting it to 200 trips a day; a re-zoning to medium density would not be out of character for this area; and if the Applicant wants to develop this property, they should build something that is in keeping with the surrounding density and the surrounding community.

Mr. Vincent Brady stated that he lives on Oak Drive; that he believes that this rezoning petition is one of the worst ever presented to the Planning and Zoning Commission; that Eastern Sussex County is a retirement haven and a resort community; that if retirees see overcrowding in the area they will choose to relocate out-of-state; that as a resort community people visit here to relax, that if factors that make the vacation enjoyable are removed then people will go elsewhere and Sussex County loses business; that the Applicant has made little provision for family activities and there are no proposed play areas; that DART could service this development, but this would potentially result in pedestrians crossing Rt. 1 in a dangerous manner; that this Application is dependent on the completion of the SR.1/Minos Conaway Grade Separated Interchange which could be delayed, canceled, or modified in scope at will by the State of Delaware; that the density sought is inappropriate in this location. As a result, Mr. Brady urged the Commission to recommend denial of the application.

With no other speakers wishing to speak, Mr. Wheatley closed the public hearing for this application.

At the conclusion of the public hearing, the Commission discussed this application.

Motion by Ms. Wingate, seconded by Mr. Hopkins and carried unanimously to defer action for further consideration. Motion carried 4-0.

At their meeting on July 18, 2019, the Planning Commission discussed the application which has been deferred since June 27, 2019. Ms. Stevenson stated that she listened to the record and was prepared to vote. Ms. Stevenson stated that she is in support of affordable housing; however, she has concern with the traffic situation on Rt. 1 and while there may be a plan for the road it has not been designed or constructed.

Ms. Stevenson moved that the Commission recommend denial of Change in Zone # 1882 for Nassau DE Acquisition Co., LLC for a change in zone from AR-1 and C-2 zoning to an HR-RPC based on the record and for the following reasons:

1. The Applicant is seeking a change in the base zoning of this property to HR. That is the highest density zoning that is available in Sussex County.
2. This proposed rezoning to HR would create a standalone HR zone in an area that has already developed with low density uses. The high density, more urban uses permitted in the HR zone are not appropriate given the uses that surround this location.

3. This site is adjacent to single family development which is incompatible with the high density multi-family development that is permitted under the proposed HR zoning. While there is some C-1 zoning next to parts of this site, these properties have developed with small business uses. While there is some MR-zoned land in the area, it is across Route 1 from this site and it has developed with single family dwellings. The same is true for the small area of MR zoning behind this site.
4. The applicant has proposed a height limit of 42 feet for the project, but that is intended to be exclusive of pitched roofs and other rooftop elements which can reach 52 feet or more in the HR zone. The permissible height of 52 feet in the HR zone is not compatible with the other low density uses nearby which have a maximum height of only 42 feet.
5. The proposed access onto Old Mill Road is insufficient because the narrow and rural nature of the road make it incompatible with substantial traffic generated by the higher density that would be permitted under the proposed HR zoning.
6. This site is in the Coastal Area according to the Sussex County Comprehensive Plan. According to the Plan, the base density in the Coastal Area should remain 2 units per acre. While the Plan states that higher densities can be appropriate, the Plan's suggestions for reasons to increase the density are not present here.
 - a. For example, the site is not in the midst of existing commercial or employment centers. Instead, there are just small, individual commercial zones nearby with small businesses, and there are no large commercial areas between Nassau and Milford. The main commercial corridor of Route One is not conveniently located near this site.
 - b. Also, the proposed rezoning to an HR-RPC is not in keeping with the character of the area, which is a factor contemplated by the Plan as a reason to increase density within the Coastal Area.
7. There are no other high-density developments or zoning districts on the north side of Route One from the Nassau Bridge through Milford. In prior decisions, the County has noted that given the important environmental and agricultural uses of the land areas east of Route One (including preservation districts and state-owned land), these areas should remain predominantly low density AR-1 land. This is consistent with the Comprehensive Plan, which states that 2 units per acre is the base density of the Coastal Area. HR zoning in this location is inconsistent with the County's prior land use decisions for land east of Route 1 between Nassau and Milford.
8. The purpose of the RPC District is not satisfied by this Application. According to the Zoning Code, an RPC is supposed to "encourage large-scale developments as a means of creating a superior living environment through unified developments and to provide for design ingenuity while protecting existing and future developments...." These goals are not satisfied by this project.
 - a. This is not a large-scale development. Instead, the applicant is seeking to shoehorn a high density development into a relatively small parcel.
 - b. There is nothing in the record to indicate that this is a "superior living environment" or that it represents "design ingenuity". Instead, it appears to merely seek the maximum density that could be possible under a Sussex County Zoning classification without a design that is superior to a standard multi-family development design. There is nothing unique, superior or ingenious in this design, and the Applicant has failed to satisfy its burden in this regard.
 - c. The development is not unified with its surrounding developments. There is a complete lack of unity with the surroundings. For example, its secondary point of

access is via a rural roadway that serves low-density single-family homes on individual lots. This is a standalone high-density development that has no uniformity to anything around it.

- d. The proposed HR-RPC does not protect the existing or future developments in the area. Instead, there was evidence in the record that this HR-RPC would adversely affect the existing developments through the substantial increase in traffic, particularly on Old Mill Road, among other factors.
9. Although there was a recommendation for approval from the Commission for a similar project on this site as part of C/U #2147, that application was for 150 units, not 168. I am not satisfied that this property, this neighborhood or the area roadways (including rural Old Mill Road) can handle these additional units.
10. There is a need for affordable housing in Sussex County, and Sussex County promotes affordable housing initiatives and development as reflected in the Comprehensive Plan. However, Sussex County must also consider whether a proposed development, especially a high density development, is appropriately located. In this particular case, there are just too many factors that are contrary to a high density rezoning here, regardless of the housing component of this proposed development.
11. The proposed high density zoning, being totally out-of-character with the surrounding area, would not promote the orderly growth, convenience, prosperity and welfare of Sussex County.
12. For all of these reasons, I move that we recommend a denial of the change in zone to an HR-RPC.

Motion by Ms. Stevenson, seconded by Ms. Wingate and the motion failed due to the lack of three affirmative votes. Motion failed 3-2. Roll call vote: Ms. Stevenson – Yes, Mr. Hopkins – No, Ms. Wingate – Yes, Mr. Mears – No, and Mr. Wheatley – No.

There was a brief discussion regarding the affordable housing portion of the project; that it was stated that the people who would qualify for the program per Chapter 72 would have to work and live in the County for one year to qualify.

Mr. Hopkins moved that the Commission recommend approval for Change in Zone # 1882 for NASSAU DE ACQUISITION, LLC from AR-1 and C-2 to an HR-RPC based upon the record made during the public hearing and for the following reasons:

1. This application seeks a change in zone from AR-1 and C-2 to an HR-RPC. The purpose of the HR zone is to provide a variety of housing types in an area where central water and sewer is available, and which are well-located with respect to major thoroughfares, shopping facilities and centers of employment.
2. The stated purpose of the HR District is satisfied for this site because it is located along Route 1 and central water and sewer are available. There was testimony in the record from a DelDOT representative that Route 1 is being modified with the northbound lanes being converted into a service road. Sewer service will be provided by Sussex County and adequate wastewater capacity is available. Water service will be provided by a publicly regulated water company. There is also shopping nearby on Route One and the Five Points and Wescoat's Corner commercial areas are accessible by cars and bicycles.
3. The property is adjacent to properties that have C-1 zoning which permits a wide variety of commercial uses and residential development of 12 units an acre. There is also extensive MR zoning across Route 1 from the site. This rezoning is consistent with other zoning and land uses in the area.

4. The property is in an area near the Route One commercial corridor and near public transportation as well as multi-modal transportation on the new rail trail through Nassau. This is an appropriate location for HR zoning.
5. The site is in the Coastal Area according to the Sussex County Land Use Plan. The Plan states that a range of housing types are appropriate in this Area, including multifamily uses.
6. The Comprehensive Plan states that higher densities can be supported in the Coastal Area where:
 - (a) There is central water and sewer, both of which are available here.
 - (b) There are sufficient commercial areas and employment centers nearby, which exist here. Route one is one of the primary commercial and employment corridors in all of Sussex County.
 - (c) The site is along a main road. This property fronts upon Route One, which will be significantly improved as this site is developed, with the current northbound lanes becoming a service road directly in front of this site.
 - (d) There is an adequate Level of Service. There is nothing in the record to indicate that the LOS is insufficient for this project, and the record also indicates that the traffic impact of this development upon Route One will be minimal.
 - (e) Or there are other factors which are relevant to the requested density. Here, it is relevant that the Applicant is seeking an HR-RPC to develop affordable housing as part of the Sussex County Rental Unit Program.
7. While there has been a stated concern about developing properties on the eastern side of Route One north of the Nassau area, this property is the northern limit of the Coastal Zone. So, it does not forecast similar development north of this site on the bay side of Route One.
8. This application seeks the approval of 168 multi-family apartment units on 15.2 acres, for a density of almost 12 units per acre. This includes 21 units to be maintained as affordable units under Sussex County's affordable rental unit program administered under Chapter 72 of the Sussex County Code.
9. Because of the high price of homes and rentals in much of eastern Sussex County, housing can be unaffordable for a lot of the workforce in this area of the County. As a result, many of those County residents cannot afford to live near where they work, resulting in long commuting time and increased traffic on County roadways. The project will provide affordable housing to Sussex County residents with low to moderate income levels who are a large part of the workforce in eastern Sussex County.
10. Sussex County Council has declared in Chapter 72 of the Sussex County Code that it is the public policy of the County to:
 - a. Encourage the creation of a full range of housing choices, conveniently located in suitable living environments, for all incomes, ages and family sizes.
 - b. Encourage the production of affordable rental units to meet the existing and anticipated future employment needs in the County.
 - c. Assure that affordable rental units are dispersed throughout the County consistent with the Comprehensive Plan.
 - d. Encourage developments in Growth Areas as defined within the County's most current comprehensive plan and Areas of Opportunity as defined by the Delaware State Housing Authority to include a minimum percentage of affordable rental units on public water and sewer systems.

The proposed development is in accordance with this County Public Policy as set forth in the County Code.

11. The application promotes the Goals, Objectives and Strategies of the Housing Element of the Sussex County Comprehensive Plan, as follows:
 - It ensures the provision of safe and decent housing for all Sussex County residents. (Goal 8.1 of the Housing Element)
 - It ensures that a diversity of housing opportunities are available to meet the needs of residents of different ages and income levels. (Goal 8.2 of the Housing Element)
 - It affirmatively furthers affordable and fair housing opportunities in the County to better accommodate the needs of all residents. (Objective 8.2.1 of the Housing Element)
 - It promotes an increase in affordable rental opportunities through a private developer. (Objective 8.2.2 of the Housing Element)
 - It facilitates and promotes a land use policy that enables an increase in the supply of affordable housing in areas with adequate infrastructure (Objective 8.2.3 of the Housing Element)
12. The site is in an “Area of Opportunity” designated by the Delaware State Housing Authority. The Sussex County Comprehensive Plan promotes the expansion of affordable housing opportunities in these Areas.
13. There was testimony in the record from a DelDOT representative that Route 1 is being modified so that the northbound lanes are going to be converted into a service road. Access to this property will be from this new service road as well as Old Mill Road. Both points of access are onto public roads owned and maintained by DelDOT, and DelDOT will require a variety of roadway improvements funded by the developer to serve these entrances.
14. The proposed HR Zoning meets the purpose of the Zoning Ordinance in that it promotes the orderly growth of the County in an appropriate location.
15. The proposed development creates large scale rental residential housing with a superior living environment for County residents and it achieves the goals of the Comprehensive Plan consistent with the purpose of the RPC District. The RPC design incorporates a separation of 60 to 90 feet between the rear lot line and the project’s rear parking areas. The homes to the rear also separated by at least 200 feet. The design also included significant amenities and open space.
16. The development will be served by central sewer provided by Sussex County.
17. The development will have central water provided by a publicly regulated water utility.
18. This recommendation has conditions and stipulations placed upon it that will address many of the concerns raised during the public hearing.
19. This recommendation is subject to the following conditions:
 - A. The maximum number of residential units shall be 168, of which at least 21 shall be maintained as affordable units in accordance with the requirements of the Sussex County Rental Unit Program administered pursuant to Chapter 72 of the Sussex County Code.
 - B. Although the height limit for structures in the HR zone is 52 feet, as proffered by the Applicant, no structure in this project shall exceed 42 feet, exclusive of pitched roofs, chimneys, elevator towers or similar items.
 - C. All entrances, intersection, roadway and multi-modal improvements shall be completed by the developer in accordance with all DelDOT requirements. The entrance to the project from Old Mill Road shall not be gated in any fashion.
 - D. No more than 90 dwelling units shall be constructed until the conversion of the northbound lanes of Route One into a service road is completed.

- E. The project shall be served by Sussex County sewer. The developer shall comply with all Sussex County Engineering Department requirements including any offsite upgrades necessary to provide service to the project.
- F. The project shall be served by central water to provide drinking water and fire protection.
- G. Interior Street design shall meet or exceed the Sussex County street design requirements.
- H. With the exception of the time between the Friday of Memorial Day Weekend and Labor Day, Construction and site work shall only occur on the property between 7:30 am and 7 pm Monday through Friday and 8:00 am to 2:00 pm on Saturdays. To avoid additional truck and construction traffic on this area of Route One during the summer season, there shall not be any construction or site work on Saturdays between the Friday of Memorial Day Weekend and Labor Day.
- I. Street naming and addressing shall be subject to the review and approval of the County Mapping and Addressing Departments.
- J. The stormwater management system shall meet or exceed the requirements of the State and County. It shall be constructed and maintained using best management practices.
- K. The Final Site Plan shall contain the approval of the Sussex Conversation District for the design and location of all stormwater management areas and erosion and sedimentation control facilities.
- L. The applicant shall coordinate with the local School District to establish a school bus stop area, which shall be shown on the Final Site Plan if required by the District.
- M. The development shall include the following amenities: tennis courts, pickleball courts, bocce ball courts, and a clubhouse with pool. The final site plan shall contain the dimensions of the clubhouse and pool. These amenities shall be completed prior to the issuance of the building permit for the 4th multifamily building.
- N. There shall not be any structures located within 50 feet of the northeast boundary of the property. There shall be a 7 foot tall privacy fence of opaque wood or vinyl installed within this area to screen the project from the Broeder's Drive right of way. All existing vegetation in this area shall be maintained as a non-disturbance area, with additional plantings added to comply with the requirements of Section 99-9 of the subdivision code as a minimum. There shall not be any walking paths or lighting in this area. The existing and planned vegetation as well as the fencing in this area shall be shown in a landscaping plan submitted as part of the Final Site Plan.
- O. The developer shall preserve as many existing trees as possible on the site. These preserved areas shall be clearly shown on the Final Site Plan.
- P. All lighting on the site shall be downward screened so that it does not shine on neighboring properties or roadways. No light pole on the site shall exceed 12 feet in height.
- Q. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning and Zoning Commission.

Motion by Mr. Hopkins, seconded by Mr. Mears and carried 3-2 to recommend approval for the reasons and with the conditions stated in the motion. Motion carried 3-2. Roll call vote: Ms. Stevenson – No, Mr. Hopkins – Yes, Ms. Wingate – No, Mr. Mears – Yes, and Mr. Wheatley – Yes.

PLANNING & ZONING

JANELLE M. CORNWELL, AICP
DIRECTOR

(302) 855-7878 T
(302) 854-5079 F



Sussex County

DELAWARE
sussexcountype.gov

Memorandum

To: Sussex County Planning Commission Members
From: Janelle Cornwell, AICP, Planning & Zoning Director
CC: Vince Robertson, Assistant County Attorney and applicant
Date: June 18, 2019
RE: Staff Analysis for CZ 1882 Nassau DE Acquisitions Co., LLC

This memo is to provide background and analysis for the Planning Commission to consider as a part of application CZ 1882 Nassau DE Acquisitions Co., LLC to be reviewed during the June 27, 2019 Planning Commission Meeting. This analysis should be included in the record of this application and is subject to comments and information that may be presented during the public hearing.

The request is for a Change of Zone for parcels 334-1.00-15.00 and 334-1.00-15.03 to allow for a change from AR-1 (Agricultural Residential District) and C-2 (Medium Commercial District) to HR-1 - RPC (High Density Residential District – Residential Planned Community) to be located on Coastal Hwy. (Rt. 1) and Old Mill Rd. The size of the property is 15.2 ac. +/-.

The 2018/2019 Sussex County Comprehensive Plan Update (Comprehensive Plan) provides a framework of how land is to be developed. As part of the Comprehensive Plan a Future Land Use Map is included to help determine how land should be zoned to ensure responsible development. The Future Land Use Map indicates that the properties have the land use designation Coastal Area.

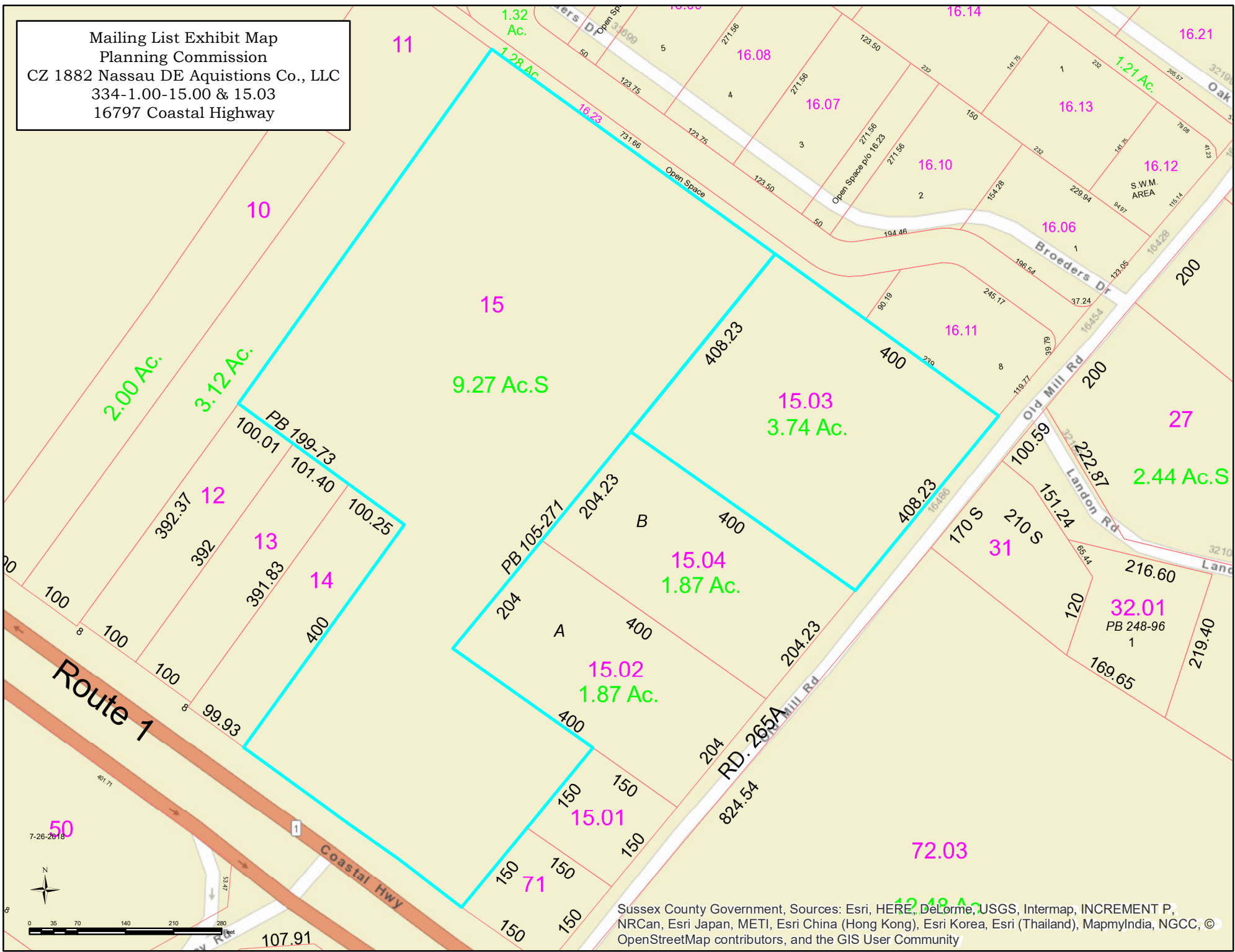
The surrounding land use to the north, south, east and west is Coastal Area. The Coastal Areas land use designation recognizes that “a range of housing types should be permitted in Coastal Areas, including single-family homes, townhouses, and multi-family units. Retail and office uses are appropriate but larger shopping centers and office parks should be confined to selected locations with access along arterial roads. Appropriate mixed-use development should also be allowed. In doing so, careful mixtures of homes with light commercial, office and institutional uses can be appropriate to provide for convenient services and to allow people to work close to home. Major new industrial uses are not proposed in these areas.” HR-1-RPC is a zoning district that may be considered in the Coastal Area land use.

The property is zoned AR-1 (Agricultural Residential District) and C-2 (Medium Commercial District). The properties to the north and south are zoned C-1 (General Commercial District) and AR-1 (Agricultural Residential District). The properties to the east are zoned AR-1 (Agricultural Residential District) and MR (Medium-Density Residential District). The properties to the west are AR-1 (Agricultural Residential District) and MR-RPC (Medium-Density Residential District - Residential Planned Community). There are no known Conditional Use in the area.

Based on the analysis of the land use, surrounding zoning and uses, the Change of Zone to allow a change from AR-1 (Agricultural Residential District) and C-2 (Medium Commercial District) to HR-1 - RPC (High Density Residential – Residential Planned Community) could be considered consistent with the land use, area zoning and uses.

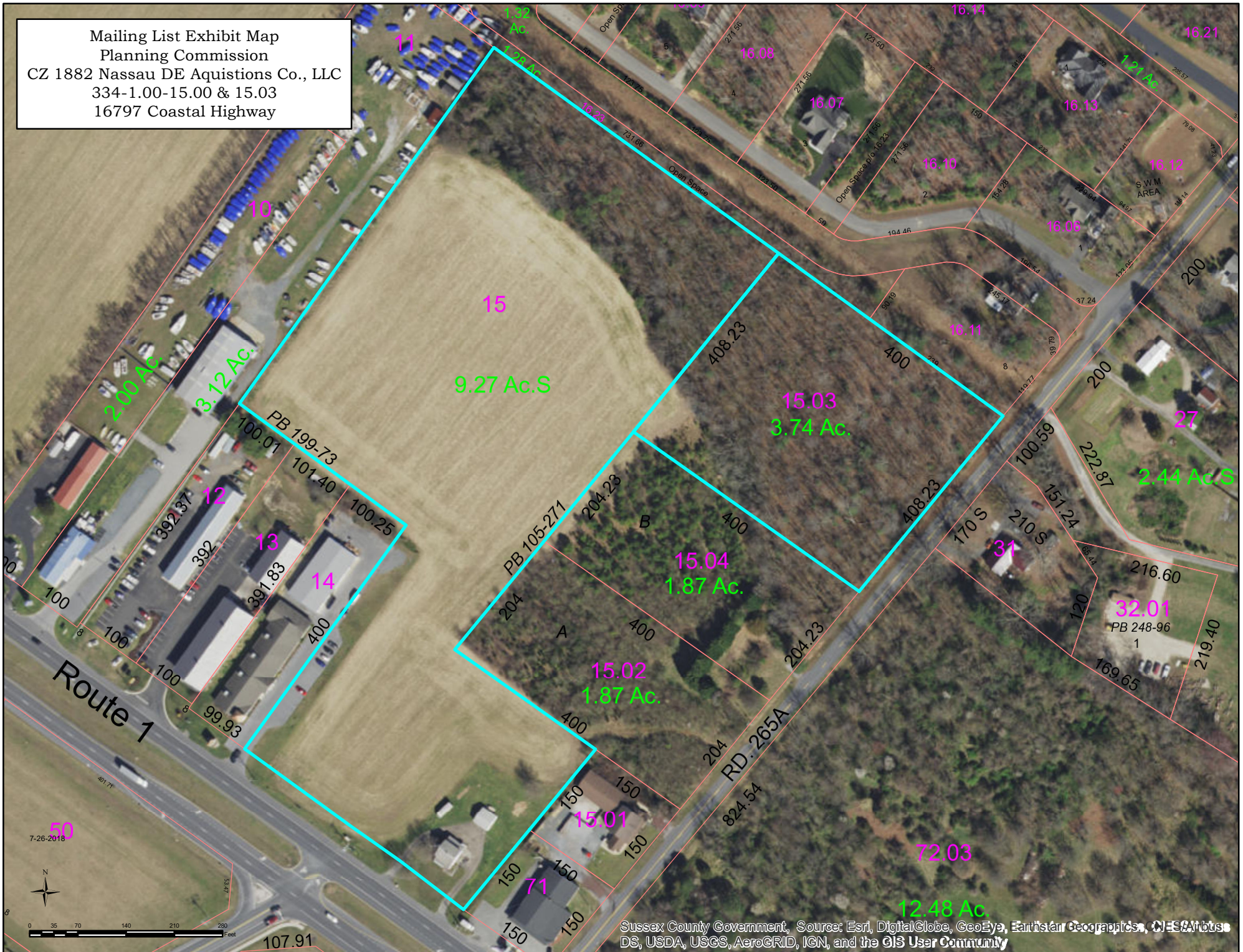


Mailing List Exhibit Map
 Planning Commission
 CZ 1882 Nassau DE Aquistions Co., LLC
 334-1.00-15.00 & 15.03
 16797 Coastal Highway



Sussex County Government, Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

Mailing List Exhibit Map
Planning Commission
CZ 1882 Nassau DE Aquistions Co., LLC
334-1.00-15.00 & 15.03
16797 Coastal Highway



Introduced 04/02/19

**Council District No. 3 - Burton
Tax I.D. No. 334-1.00-15.00 and 334-1.00-15.03
911 Address: None Available**

ORDINANCE NO. ____

AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT AND C-2 MEDIUM COMMERCIAL DISTRICT TO A HR-1 HIGH-DENSITY RESIDENTIAL DISTRICT – RESIDENTIAL PLANNED COMMUNITY FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 15.2 ACRES, MORE OR LESS

WHEREAS, on the 14th day of February 2019, a zoning application, denominated Change of Zone No. 1882, was filed on behalf of Nassau DE Acquisition Co., LLC; and

WHEREAS, on the ____ day of _____ 2019, 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. 1882 be _____; and

WHEREAS, on the ____ day of _____ 2019, 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 [C-2 Medium Commercial District] and adding in lieu thereof the designation of HR-1 High-Density Residential District – Residential Planned Community) as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece or parcel of land lying and being situate in Lewes and Rehoboth Hundred, Sussex County, Delaware, and lying on the east side of Coastal Highway (Route 1) approximately 150 feet north of Old Mill Road, and on the north side of Old Mill Road approximately 708 feet east of Coastal Highway (Route 1), and being more

particularly described in the attached legal description prepared by Hillcrest Associates, said parcel containing 15.2 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.

PROPOSED