



Sussex County Council Public/Media Packet

**MEETING:
July 24, 2018**

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

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



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ROBIN GRIFFITH
CLERK

Sussex County Council

AGENDA

JULY 24, 2018

10:00 A.M.

Call to Order

Approval of Agenda

Approval of Minutes

Reading of Correspondence

Public Comments

Todd Lawson, County Administrator

1. Georgetown Little League Presentation
2. Recognition of Retiree Patricia L. Deptula
3. Sussex Sports Center Foundation Board Appointments
4. Discussion on matters relating to buffers and density
5. Administrator's Report

Janelle Cornwell, Planning and Zoning Director

1. Review of the Comprehensive Land Use Plan – Council Draft and Motion to Forward the Plan to the Office of State Planning

Jim Hickin, Airport Manager

1. Airport Policies Update



Jeff Cox, Deputy Director of EMS

1. American Heart Association Mission LifeLine Gold Award

Robert Schoonover, EMS Manager of Logistics

1. Vehicle Purchases – Request for Proposals

A. Recommendation to Award

Hans Medlarz, County Engineer

1. Angola North Expansion – SR 24, Love Creek and Camp Arrowhead Road, Project 17-04

A. Change Order No. 1

Grant Requests

1. The Christian Storehouse for emergency food pantry and human services assistance program
2. CHEER, Inc. for annual Car-Truck & Bike Show
3. Milford Museum for annual fundraising campaign
4. Delaware Botanic Gardens for garden party sponsorship

Introduction of Proposed Zoning Ordinances

Council Members' Comments

1:30 p.m. Public Hearings

Conditional Use No. 2130 filed on behalf of The Evergreene Companies, LLC

“AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A MR MEDIUM DENSITY RESIDENTIAL DISTRICT FOR MULTI-FAMILY DWELLINGS (20 TOWNHOMES) TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 2.3817 ACRES, MORE OR LESS” (lying at the northeast corner of Cedar Neck Road and Fred Hudson Road) (Tax I.D. No. 134-13.00-72.00 and 72.01) (911 Address: 30733 Cedar Neck Road, Ocean View)

Conditional Use No. 2131 filed on behalf of CBB Cedar Pines, LLC

“AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A MR MEDIUM DENSITY RESIDENTIAL DISTRICT FOR MULTI-FAMILY DWELLING STRUCTURES TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 11.53 ACRES, MORE OR LESS” (lying on the east side of Cedar Neck Road, approximately 722 feet north of Yacht Basin Road) (Tax I.D. No. 134-9.00-21.00) (911 Address: N/A)

Conditional Use No. 2149 filed on behalf of Covered Bridge Trails, LLC

“AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A MR MEDIUM DENSITY RESIDENTIAL DISTRICT FOR AN AMENDMENT OF CONDITION OF APPROVAL AND REVISE THE AREA FOR CONDITIONAL USE NO. 2012, ORDINANCE NO. 2430, TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 36.647 ACRES, MORE OR LESS” (lying on the north end of Tulip Drive, approximately 487 feet north of Coastal Highway (Route 1) (Tax I.D. No. 335-11.00-59.00) (911 Address: N/A)

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 17, 2018 at 5:25 p.m., and at least seven (7) days in advance of the meeting.

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

Agenda items listed may be considered out of sequence.

###

SUSSEX COUNTY COUNCIL - GEORGETOWN, DELAWARE, JULY 17, 2018

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

Michael H. Vincent	President
Robert B. Arlett	Councilman
Irwin G. Burton III	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.

Mr. Lawson reported that Councilman Cole would not be in attendance due to his attending NACo's Annual Conference, and Councilman Arlett would be delayed due to an unexpected airline cancellation in returning from the same conference.

**M 384 18
Approve
Agenda**

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

Motion Adopted: 3 Yeas; 2 Absent.

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

Minutes

The minutes of June 26, 2018 were approved by consent.

**Corre-
spondence**

Mr. Moore reported that the following correspondence was received:

**DELAWARE TECHNICAL COMMUNITY COLLEGE,
GEORGETOWN, DELAWARE**

RE: Letter in appreciation of Council's pledge of financial support for their new Automotive Center for Excellence on the Owens Campus.

LEWES SENIOR ACTIVITY CENTER, LEWES, DELAWARE

RE: Letter in appreciation of grant.

**Public
Comments**

Paul Reiger made comment that both the Board of Adjustment and the Planning and Zoning Commission have a member whose term has expired for District 2 and inquired how someone could make application. Mr. Reiger also questioned why Board of Adjustment members are not

(Con't.)

required to take an oath of office as was done by the Planning and Zoning Board members at their reorganizational meeting. In particular, he mentioned Mr. Sharp's comments at the last Board of Adjustment meeting that members are not required to take an oath. (Mr. Reiger will be provided with the necessary information as to how to make application for the County's committees/boards).

Rich Borrasso read into the record a document from "SARG (Sussex Alliance for Responsible Growth) on behalf of Phil and Melissa Golden" referencing "Flooding Lower Sussex County". The document addressed their concern "that there is no consistency with how Sussex County deals with hazard mitigation of flooding" and noted 5 separate points. He mentioned that this document was shared online with Planning and Zoning. Separately, Mr. Borrasso specifically noted that despite testimony to the contrary, the Planning and Zoning Commission recommended to the Council to move forward with two hotels to be built in the 5 Points intersection area. He requested Council's consideration on behalf of SARG in reviewing the recommendation from Planning and Zoning regarding this land use recommendation.

**M 385 18
Approve
Consent
Agenda
Items**

A Motion was made by Mr. Burton, seconded by Mr. Wilson, to approve the following items listed under the Consent Agenda:

1. Wastewater Agreement No. 1031-2
Sussex County Project No. 81-04
Covered Bridge Trails – Phase I
West Rehoboth Expansion of the Dewey Beach Sanitary Sewer District
2. Wastewater Agreement No. 603-2
Sussex County Project No. 81-04
The Preserve at Jefferson Creek (Sewer Revision - Added Sewer Laterals)
South Bethany Sanitary Sewer District
3. Wastewater Agreement No. 892-5
Sussex County Project No. 81-04
Marsh Farm Estates – Phase 2
Angola Neck Sanitary Sewer District

Motion Adopted: 3 Yeas; 2 Absent.

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

**Buffers
Discussion**

Mr. Burton noted discussion had previously been held on increasing the landscaped buffers around subdivisions, and that additional discussion would be held and public comment heard at public hearings for both the Planning & Zoning Commission and the County Council.

Introduction of Proposed Ordinance/ Buffers

Mr. Burton introduced the Proposed Ordinance entitled, “AN ORDINANCE TO AMEND CHAPTER 99, ARTICLE I AND III, SECTIONS 99-5 AND 99-16 OF THE CODE OF SUSSEX COUNTY RELATING TO FORESTED AND/OR LANDSCAPED BUFFERS”.

The Proposed Ordinance will be advertised for Public Hearing.

Additional Public Comment

Jeanette Achter thanked Council, the Planning and Zoning Commission, County staff, and the consultant regarding the tremendous amount of work involved with the Comprehensive Land Use Plan. She noted her attendance was as a member of the Southern Sussex County Community Action Group. She read comments of concern into the record regarding the Comp Plan and the desired changes wanted by their group.

Public Hearing/ Bonds/ Extension Sanitary Sewer Services/ Herring Creek

A Public Hearing was held on the Proposed Ordinance entitled “AN ORDINANCE AUTHORIZING THE ISSUANCE OF UP TO \$5,600,000 OF GENERAL OBLIGATION BONDS OF SUSSEX COUNTY IN CONNECTION WITH THE CONSTRUCTION AND EQUIPPING OF AN EXTENSION OF SANITARY SEWER SERVICES TO HERRING CREEK AND AUTHORIZING ALL NECESSARY ACTIONS IN CONNECTION THEREWITH”.

This Ordinance provides for the issuance of up to \$5,600,000 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 an extension of sanitary sewer services to Herring Creek.

Mr. Medlarz explained the bond and loan requirements for this project. This Bond (Phase 2) will secure the USDA loan; the loan resolution was previously passed by Council.

There were no public comments.

The Public Hearing and public record were closed.

M 386 18 Adopt Ordinance No. 2585

A Motion was made by Mr. Burton, seconded by Mr. Wilson, to Adopt Ordinance No. 2585 entitled “AN ORDINANCE AUTHORIZING THE ISSUANCE OF UP TO \$5,600,000 OF GENERAL OBLIGATION BONDS OF SUSSEX COUNTY IN CONNECTION WITH THE CONSTRUCTION AND EQUIPPING OF AN EXTENSION OF SANITARY SEWER SERVICES TO HERRING CREEK AND AUTHORIZING ALL NECESSARY ACTIONS IN CONNECTION THEREWITH”.

Motion Adopted: 3 Yeas; 2 Absent.

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

**Public Hearing/
Bonds/
Rt. 54
Expansion/
Fenwick
Island
Sanitary
Sewer
Area/
USSD**

A Public Hearing was held on the Proposed Ordinance entitled, “AN ORDINANCE AUTHORIZING THE ISSUANCE OF UP TO \$786,007 OF GENERAL OBLIGATION BONDS OF SUSSEX COUNTY IN CONNECTION WITH INCREASED COSTS ASSOCIATED WITH THE ROUTE 54 EXPANSION OF THE FENWICK ISLAND SEWER AREA OF THE UNIFIED SANITARY SEWER DISTRICT AND AUTHORIZING ALL NECESSARY ACTIONS IN CONNECTION THEREWITH”.

This Ordinance provides for the issuance of up to \$786,007 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 wastewater collection, conveyance and transmission facilities for the Route 54 expansion of the Fenwick Island Sewer Area of the Unified Sanitary Sewer District (the “Project”) with the expectation that a grant in the amount of \$621,650 will be provided by the 21st Century Fund to reduce the combined principal amount of the 2017B Bond and the Bonds outstanding to \$2,213,039 upon Project completion.

Mr. Medlarz commented that this was a State SRF loan project and explained the bond and loan requirements.

There were no public comments.

The Public Hearing and public record were closed.

**M 387 18
Approve
Ordinance
No. 2586**

A Motion was made by Mr. Burton, seconded by Mr. Wilson, to Adopt Ordinance No. 2586 entitled “AN ORDINANCE AUTHORIZING THE ISSUANCE OF UP TO \$786,007 OF GENERAL OBLIGATION BONDS OF SUSSEX COUNTY IN CONNECTION WITH INCREASED COSTS ASSOCIATED WITH THE ROUTE 54 EXPANSION OF THE FENWICK ISLAND SEWER AREA OF THE UNIFIED SANITARY SEWER DISTRICT AND AUTHORIZING ALL NECESSARY ACTIONS IN CONNECTION THEREWITH”.

Motion Adopted: 3 Yeas; 2 Absent.

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

**Federal
Payment
in Lieu
of Taxes**

Andrea Wall, Accounting Manager, reported that a check in the amount of \$38,898.00 had 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 2017. The amount is calculated by the U. S. Fish and Wildlife Service by prorating the total funds available for payment. The check is funded through revenues generated from the Prime Hook National Wildlife Refuge and from a supplemental congressional

(Con't.) **appropriation. Sussex County may use these funds for any governmental purpose. Mrs. Wall advised that the recommendation is to allocate the funds in the same percentage as other County tax collections, and as the County has done in the past.**

M 388 18 **A Motion was made by Mr. Burton, seconded by Mr. Wilson, that the**
Approve **Sussex County Council approves the Accounting Department's**
Distribution/ **recommended distribution of the Refuge Revenue Sharing Funds, as**
Federal **follows: Milford School District - \$8,031.07; Cape Henlopen School**
Payment **District - \$24,659.37; Sussex Technical School District - \$2,346.28; Sussex**
in Lieu **County - \$3,456.06; and Sussex County Libraries - \$405.22.**
of Taxes

Motion Adopted: 3 Yeas; 2 Absent.

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

Sussex **Mr. Lawson noted that Council was provided with copies of today's**
Sports **PowerPoint presentation regarding the Sussex Sports Center Foundation**
Center **(SSCF) update, as well as updated marketing materials.**
Foundation

Update/ **Mr. Joseph Schell, President of SSCF, was in attendance and presented**
Board **the PowerPoint update. Subtopics included: who is the Sussex Sports**
Appointments **Center Foundation, their mission and vision, why is Sandhill Fields**
 needed in Sussex County, grass versus turf fields, what facilities are
 being planned, maps showing field details and location, construction
 costs and who will provide the needed funds, timeline for completion,
 fundraising (including private and public sector donations), SSCF's
 agreement with Sussex County, terms of the loan, and how the SSCF and
 Sandhill fields will be governed.

Mr. Schell noted that excavation will begin on July 18, 2018. "Sandhill
Fields" is the new name of the Sports Center; the foundation, or the
money raising arm of the operation, will remain the Sussex Sports Center
Foundation. Facilities planned will include 8 regulation sized
soccer/lacrosse fields, 6 pickleball courts with pavilion, 3.1 mile
regulation cross country course, 3.5 miles of walking trail, playground
equipment, parking for 350 cars, restroom facilities, picnic pavilions, and
a food truck area. The 8 fields planned to be built will be more than any
other facility within the County. There is no charge to use the fields with
the exception of when the facility may be closed to the public when the
facilities are used for tournaments, weddings, receptions, etc. No field
lighting is planned at this time. The estimated cost of construction has
increased from \$4,000,000 to \$5,800,000; the County's commitment is a
\$1.5 million loan (only after the Foundation has spent \$1.5 million). It is
hoped that the grand opening will take place in September 2019. The
Board of Directors consist of 17 members, to include community and
business leaders, government officials, and youth sports club officers.

(Con't.) **Staff (operations manager and maintenance personnel) will be hired in early 2019.**

Mr. Lawson explained that the MOU with the Foundation was approved by Council in January 2018, the loan agreement was executed in June 2018, and the next step is for Council to appoint members to the Foundation. Historically, those participating in the Foundation meetings included Mr. Lawson, Mr. Burton, Ms. Jennings and Mr. Robertson. It is the recommendation for Foundation Board members to include Mr. Lawson, Mr. Burton, with Ms. Jennings serving as an alternate.

To allow Mr. Vincent to be able to second a motion, the meeting was turned over to Councilman Wilson for this one vote.

**M 389 18
Sussex Sports
Center
Foundation
Board
Appointments/
Motion
Denied**

A Motion was made by Mr. Burton, seconded by Mr. Vincent, that the Sussex County Council approves the appointment of Councilman I. G. Burton and County Administrator Todd Lawson, with Finance Director, Gina Jennings, serving as an alternate, to the Sussex Sports Center Foundation, effective immediately.

Motion Denied: 2 Yea; 1 Nay; 2 Absent.

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

**Library
Advisory
Board
Appointment**

Mr. Lawson reported there is currently a vacancy on the County's Library Advisory Board for District 4. The recommended appointment is Mr. John Monahan, of Ocean View, who was in attendance. It was noted that Mr. Cole approves of the appointment.

**M 390 18
Approve
Appointment
to Library
Advisory
Board**

A Motion was made by Mr. Burton, seconded by Mr. Wilson, that the Sussex County Council approves the appointment of John Monahan to the Sussex County Library Advisory Board effective immediately until such time that the term expires in June 2020.

Motion Adopted: 3 Yeas; 2 Absent.

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

**Adminis-
trator's
Report**

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

1. Delaware State Police Activity Report

The Delaware State Police year-to-date activity report for June 2018 is attached listing the number of violent crime and property

(Con't.) crime arrests, as well as total traffic charges and corresponding arrests. In addition, DUI and total vehicle crashes investigated are listed. In total, there were 196 troopers assigned to Sussex County for the month of June.

2. Projects Receiving Substantial Completion

Per the attached Engineering Department Fact Sheets, the following projects have received Substantial Completion: Americana Bayside - Village C - Point Amenity and Americana Bayside - Village C - Phase 2 (Plan Review), effective June 21st; Solitude on Whites Creek - Phase 2 (Construction Record), effective July 9th; and The Estuary - Phase 1C-3B (Construction Record), effective July 12th.

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

**Annual
Compre-
hensive
Plan
Report**

Vince Robertson, Assistant County Attorney, presented a Comprehensive Land Use Report that must be completed annually and submitted to the Governor's Advisory Council on Planning as required by Title 9, Section 6958, of the Delaware Code. This is the seventh annual report to the State and is the last one-year report under the current Comprehensive Land Use Plan. This annual report highlights the County's accomplishments over the last year as the County transitions to the new Comp Plan. The report covers the period of July 1, 2017 through June 30, 2018. The report will be posted on the County's website.

**M 391 18
Approve
Compre-
hensive
Plan
Report**

A Motion was made by Mr. Burton, seconded by Mr. Wilson, that the Sussex County Council send the 2017-2018 Comprehensive Land Use Plan Report to the Governor's Advisory Council on Planning, to the Cabinet Committee on State Planning Issues, and to the Office of State Planning Coordination.

Motion Adopted: 3 Yeas; 2 Absent.

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

**Comp Plan
Review/
Postpone**

Due to the absence of Councilman Cole and Councilman Arlett, it was requested that the "Review of the Comprehensive Land Use Plan – Council Draft" be postponed until the July 24, 2018 Council meeting.

**Bid
Discussion/
Parallel
Taxiway D,**

Hans Medlarz, County Engineer, reported regarding the bids received for the project known as "Construct Parallel Taxiway D, Phase 2, Project #18-03". The two bids received were significantly above the engineer's estimate, and the low bidder was nonresponsive for submittal of an

**Phase 2,
Project
#18-03** **incorrect bid form. The Engineering Department recommends the rejection of all bids and authorization to immediately rebid the project to meet FAA grant application deadlines.**

**M 392 18
Reject Bids/
Rebid** **A Motion was made by Mr. Wilson, seconded by Mr. Burton, that based on the recommendation of the Sussex County Engineering Department, that all bids for Contract #18-03, Construction of Parallel Taxiway D, Phase 2, be rejected, and that the contract be advertised and rebid.**

Motion Adopted: 3 Yeas; 2 Absent.

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

**Milton Library
Bulkhead
Replacement/
Change Order
No. 2** **Mr. Medlarz presented Change Order No. 2 in the amount of \$9,451.75 for the Milton Library Bulkhead Replacement and Foundation Repair, Project #18-09, for a new total of 349,451.75. The varied details of the project were discussed by Mr. Medlarz. Concerns expressed by Council regarding County versus Town responsibility and expenses will be passed along to the Town by Mr. Medlarz. Mr. Medlarz noted there had been tremendous cooperation by the Town.**

**M 393 18
Approve
Change
Order No 2/
Milton
Library
Bulkhead
Replacement** **A Motion was made by Mr. Burton, seconded by Mr. Wilson, based upon the recommendation of the Sussex County Engineering Department, that Change Order No. 2 for Contract #18-09, Milton Public Library Bulkhead Replacement, be approved, which increases the contract amount by \$9,451.75, for a new contract total of \$349,451.75.**

Motion Adopted: 3 Yeas; 2 Absent.

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

**EMS
Building/
Architectural
Consulting
Services** **Mr. Medlarz reported on the request for proposal recently advertised for architectural consulting services for the EMS Department. The EMS Department has several capital projects that require architectural/engineering services during the five-year planning period. The Selection Committee conducted formal interviews of the shortlisted firms. All members independently ranked George, Miles and Buhr first based on team cohesiveness and local expertise.**

**M 394 18
EMS
Approve
EMS
Consultant** **A Motion was made by Mr. Burton, seconded by Mr. Wilson, based upon the recommendation of the Consultant Selection Committee, that the Sussex County Council approve the selection of George, Miles and Buhr (GMB) to provide architectural services to include but not limited to architectural design, construction administration services, and engineering services on an hourly basis in accordance with GMB's**

(Con't.) **audited rates dated March 28, 2018, for the North Seaford Paramedic Station not to exceed \$150,000.00, and the EMS Support Building not to exceed \$300,000.00 without prior Council approval.**

Motion Adopted: 3 Yeas; 2 Absent.

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

**Fencing Services/
Balancing Change Order** **Mr. Medlarz presented Change Order No. 2 in the amount of \$1,056.00 to the Sussex County Fencing Services Contract, Project #17-14, for Sussex County Landfill #3 – Angola, due to an additional 120 feet of fencing beyond the original scope and one gate size modification, for a new total of \$70,767.30.**

M 395 18 **A Motion was made by Mr. Wilson, seconded by Mr. Burton, based upon Approve Balancing Change Order/ Fencing Services/ Angola Landfill** **the recommendation of the Sussex County Engineering Department, that the Balancing Change Order for Contract #17-14, Sussex County Fencing Services, be approved, which increases the contract amount by \$1,056.00, for a final contract total of \$70,767.30.**

Motion Adopted: 3 Yeas; 2 Absent.

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

**Request to Post Notices/
Burton Pond/
Herring Creek** **John Ashman, Director of Utility Planning, presented a request to prepare and post notices for the expansion of the Sussex County Unified Sanitary Sewer District for the Herring Creek area. The annexation was requested by Davis, Bowen & Friedel for their customers, Burton Pond LLC.**

M 396 18 **A Motion was made by Mr. Burton, seconded by Mr. Wilson, that the Authorize Posting of Notices/
Burton Bond Expansion/
SCUSSD** **Engineering Department is authorized to prepare and post notices for the Burton Bond Expansion of the Sussex County Unified Sanitary Sewer District (Herring Creek Area), as presented on July 17, 2018.**

Motion Adopted: 3 Yeas; 2 Absent.

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

Use of Existing Infra-structure **Mr. Ashman presented for Council's consideration a Use of Existing Infrastructure Agreement with The Lodge at Truitt Homestead. This agreement will allow The Lodge at Truitt Homestead developers to connect 96.53 EDUs to the existing infrastructure in exchange for**

(Con't.) Agreement **\$21,126.00. Payment will be required prior to receiving the connection permit for the facility.**

M 397 18 **A Motion was made by Mr. Burton, seconded by Mr. Wilson, based upon Approve Use of Existing Infra-structure Agreement** **the recommendation of the Sussex County Engineering Department, that Sussex County Council approves the 'Use of Existing Infrastructure Agreement' between Sussex County and Truitt Senior Living, LLC for a capacity allocation in the regional transmission system, as presented on July 17, 2018.**

Motion Adopted: 3 Yeas; 2 Absent.

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

Grant Requests **Mrs. Jennings presented the following grant requests.**

M 398 18 **A Motion was made by Mr. Burton, seconded by Mr. Wilson, to give Council- manic Grant** **\$700.00 (\$350.00 each from Mr. Burton's and Mr. Wilson's Councilmanic Grant Accounts) to the Ellendale Community Civic Association for their 19th Annual Banquet.**

Motion Adopted: 3 Yeas; 2 Absent.

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

M 399 18 **A Motion was made by Mr. Burton, seconded by Mr. Wilson, to give Council- manic Grant** **\$2,000.00 (\$1,000.00 each from Mr. Wilson's and Mr. Burton's Councilmanic Grant Accounts) to People's Place II for their Veterans' Outreach Program.**

Motion Adopted: 3 Yeas; 2 Absent.

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

M 400 18 **A Motion was made by Mr. Wilson, seconded by Mr. Burton, to give Council- manic Grant** **\$500.00 from Mr. Vincent's Councilmanic Grant Account to the Town of Blades for their Annual Night Out Against Crime.**

Motion Adopted: 3 Yeas; 2 Absent.

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

**Grant/
Postpone
Action** **Due to the absence of Mr. Arlett, Ms. Jennings requested that action on the Christian Storehouse, Inc. grant request be postponed until next week.**

**Introduction
of Proposed
Ordinances** **Mr. Wilson introduced the Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR MULTI-FAMILY UNITS (135 TOWNHOUSES) TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 47.7177 ACRES, MORE OR LESS” (Conditional Use No. 2142) filed on behalf of RH Orr, LLC, c/o Ribera Development, LLC (Tax I.D. No. 134-16.00-39.00) (911 Address: 34365 Central Avenue, Frankford)**

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 TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 12.50 ACRES, MORE OR LESS” (Conditional Use No. 2147) filed on behalf of Nassau DE Acquisition Co., LLC [Tax I.D. No. 334-1.00-15.00 (portion of) and 334-1.00-15.03] (911 Address: N/A)

Mr. Wilson introduced the Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A MR MEDIUM DENSITY RESIDENTIAL DISTRICT FOR MULTI-FAMILY (22 DUPLEXES) TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 5.59 ACRES, MORE OR LESS” (Conditional Use No. 2151) filed on behalf of Francis C. Warrington III (Tax I.D. No. 334-19.00-1.00) (911 Address: 20873 Old Landing Road, Rehoboth Beach)

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 LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 12.50 ACRES, MORE OR LESS” (Change of Zone No. 1860) filed on behalf of Nassau DE Acquisition Co., LLC [Tax I.D. No. 334-1.00-15.00 (portion of) and 334-1.00-15.03] (911 Address: N/A)

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-2 MEDIUM COMMERCIAL

(Con't.) DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 2.662 ACRES, MORE OR LESS” (Change of Zone No. 1861) filed on behalf of Nassau DE Acquisition Co., LLC [Tax I.D. 334-1.00-15.00 (portion of)] (911 Address: N/A)

Mr. Wilson 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 LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 5.59 ACRES, MORE OR LESS” (Change of Zone No. 1865) filed on behalf of Francis C. Warrington III (Tax I.D. No. 334-19.00-1.00) (911 Address: 20873 Old Landing Road, Rehoboth Beach)

The Proposed Ordinances will be advertised for Public Hearing.

Council Members' Comments

Mr. Burton commented on Council's recent attendance at NACo's Annual Conference; more specifically, he noted that the conference was very worthwhile and Council members were afforded the opportunity to attend many valuable workshops that will have benefit to the County.

M 401 18 Recess

At 11:36 p.m., a Motion was made by Mr. Wilson, seconded by Mr. Burton, to recess until 1:30.

Motion Adopted: 3 Yeas; 2 Absent.

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

Reconvene

At 1:30 p.m., Council came out of recess and went back into regular session. Mr. Arlett was in attendance for the afternoon session.

Discussion and Presentation/ Buffers and Density

Mr. Lawson noted that as a result of Mr. Burton's previous request for further discussion on buffers and density, three professionals/experts had been invited to today's meeting. With each presentation, a time of in-depth discussion and questions was held. Ms. Cornwell, Director of Planning and Zoning, and Mr. Medlarz, County Engineer, were also in attendance to offer insight and answer questions.

James McCulley, Environmental Consultant and President of the Home Builders Association of Delaware. Mr. McCulley presented a PowerPoint entitled, “Natural Resource Preservation Through Incentives – one tool in the toolbox for protecting Natural Resources”;

(Con't.)

hardcopies were provided as well. He noted that valuable environmental resources need to be protected and while these resources have tremendous value to the public, they have little to no value to the actual landowner. Typically, when a landowner – whose end goal is to sell their property to a developer – they know what resources are going to be protected. For the developer, they are buying the property based on the number of lots or the size of the commercial building they can build. Under these circumstances in the development process, landowners will get rid of these valuable environmental resources because it will impact their ability to develop/sell their property. As such, he feels that incentives, such as increased density, need to be found to add value to the current landowner for these resources. Mandating buffers and other protected areas reduce the value of those resources to the landowner and puts pressure on them to eliminate those resources prior to development.

Mr. McCulley left the meeting after his presentation.

Chris Bason, Executive Director for the Delaware Center for the Inland Bays. Mr. Bason presented a PowerPoint entitled, “Water Quality Buffers for Waters and Wetlands”; hardcopies were provided as well. He noted that he would be speaking as to why wetlands are important to Sussex County and how a revision of the buffer ordinance can help with this endeavor.

His presentation included charts showing the progress towards pollution reduction goals for the Inland Bays (phosphorus and nitrogen), as well as the acres of salt marsh in the inland bays (1930-2010); description of water quality buffers; buffer considerations (extent, vegetation, width, field ditches, view, and approval and enforcement); buffering from channel edge versus wetland edge; vegetation type (turf vs. forest); effect of buffer width on nitrogen removal for 17 Atlantic coastal plain riparian buffers; and rates of tidal wetland migration. His presentation also included a buffer ordinance comparison between Sussex and Delaware’s other two counties, New Jersey, and Maryland, which also included the Center’s adequate and optimum recommendations; optimum recommendations would be achieved through incentives.

Wetlands provide varied functions that are relied on, most importantly in the protection of properties and lives. When wetlands are filled in, there are no buffers. At the time of property development, buffers are natural areas between development and wetlands and waterbodies; they are managing for pollutant removal, to protect waterways against encroachment or physical alterations, and to allow the waters their own capacity to reduce pollution. Mr. Bason commented that all endeavors to protect wetlands would be of great benefit to Sussex.

(Con't.)

When questioned about a Buffer Management Plan, Mr. Bason explained that it would be developed and held by the HOA and would layout certain conditions for what could occur in the buffer area.

Edward Launay, Environmental Resources, Inc. Mr. Launay presented a handout entitled "Outline of Wetlands Discussion". His presentation centered on the regulatory end of wetlands. Mr. Launay explained in detail the subtopics contained in his handout, which included: State Regulated (DNREC) Wetlands; Federally Regulated (Corps of Engineers) Wetlands; Delineation of Wetlands; Jurisdictional Determinations; Wetlands & Guidance Maps; Wetland Buffers; and Discussion on the Topic of Wetlands & Density Calculations. Also included were State & Federal Wetland Website Pages, Corps Jurisdictional Determination Information, Town of Ocean View Environmental Protection Code, and Kent County, DE Subdivision and Land Development Regulations.

For freshwater wetlands, Mr. Launay recommends a buffer of between 20 feet and 35 feet; when wetland features are very small, a larger buffer would take away a large part of developable land, which, in this case, would not be justified.

Mr. Launay submitted copies to Ms. Cornwell of the "State Forest Conservation Technical Manual" from the Maryland Department of Natural Resources, and a copy of the "Maryland Forest Conservation Act".

Council expressed appreciation for the attendance of all three experts.

M 402 18
Adjourn

At 3:57 p.m., A Motion was made by Mr. Arlett, seconded by Mr. Wilson, to adjourn. Motion adopted by voice vote.

Respectfully submitted,

Nancy J. Cordrey
Assistant Clerk of the Council

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

JANELLE M. CORNWELL, AICP
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Sussex County

DELAWARE
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Memorandum

To: Sussex County Council

The Honorable Michael H. Vincent, President
The Honorable George B. Cole, Vice President
The Honorable Robert B. Arlett
The Honorable Irwin G. Burton III
The Honorable Samuel R. Wilson Jr

From: Janelle Cornwell, AICP, Planning & Zoning Director

CC: Everett Moore, County Attorney

Date: July 13, 2018

RE: County Council Memo for Review of Comprehensive Plan

During Tuesday's meeting I will be present to answer questions during Council's discussion of the 2018 Comprehensive Plan. A copy of the plan was submitted to Council for your review. The draft plan provided includes items discussed throughout the workshop process. Since the plan was provided to Council there has been two changes to the draft plan. The first is an addition to Chapter 3 - Planning Process on page 7 that addresses implementation of the plan. The second change is in Chapter 9 - Economic Development on page 25 to update the State programs. The updated chapters have been provided to Council. The plan can be found on the Comp Plan website www.susseplan.com.

The next step in the process is to submit the draft plan to PLUS.

Please let me know if you have any questions.



COUNTY ADMINISTRATIVE OFFICES
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GEORGETOWN, DELAWARE

ENGINEERING DEPARTMENT

ADMINISTRATION	(302) 855-7718
AIRPORT & INDUSTRIAL PARK	(302) 855-7774
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UTILITY ENGINEERING	(302) 855-7717
UTILITY PERMITS	(302) 855-7719
UTILITY PLANNING	(302) 855-1299
FAX	(302) 855-7773



Sussex County

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HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

JAMES A. HICKIN, A.A.E.
AIRPORT MANAGER

MEMORANDUM

TO: Sussex County Council

THROUGH: Todd Lawson
County Administrator

FROM: Jim Hickin, A.A.E.
Airport Manager

DATE: July 20, 2018

RE: *Airport Policies Update*

At Council's direction, the Airport developed a set of policy documents that address the operation and use of Delaware Coastal Airport. Volume I, *Definitions*; Volume II, *General Provisions*, and Volume III, *Rules and Regulations* were adopted by Council on December 14, 2010. Volume IV, *Minimum Standards for Commercial Aeronautical Activity*, was adopted July 31, 2012. All volumes were unanimously endorsed by the Airport Advisory Committee.

At its June 27, 2018 meeting, the Delaware Coastal Airport Advisory Committee recommended updates to all four volumes of the Airport policies. The revised documents are attached, with deletions lined through and additions underlined.

The majority of changes reflect the new airport name adopted by Council in 2015. Other changes include updated or new definitions, addition of FAA policy on non-aeronautical use of aircraft hangars, changes to the hangar waiting list policy, and moving flying club policies to the Rules and Regulation policy.

The Engineering Department recommends Council adopt the attached revised policies.

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



DRAFT



Sussex County Airport Delaware Coastal Airport Policies

Volume I: Definitions

Adopted by Sussex County Council
December 14, 2010

DRAFT

GENERAL

Definitions, identified and defined in this Airport Policy Document, whenever used in the Airport Policy Documents, shall be construed as defined herein unless from the context a different meaning is intended, or unless a different meaning is specifically defined and more particularly ascribed to the use of such words or phrases.

DEFINITIONS

The general definitions contained in the Code of Federal Regulations, Title 14, Part 1, §1.1 and Title 2, §102, of the Delaware Code are hereby adopted in their current form, or as may be later amended, and are supplemented by the definitions listed below. The following terms shall have the following meanings:

ACCIDENT means a collision between an aircraft or a vehicle, and an aircraft, vehicle, person, stationary object or other object which results in property damage, bodily injury or death; or an entry onto or emerging from a moving aircraft or vehicle by a person which results in bodily injury or death to such person or some other person, or which results in property damage.

ADVERTISING means the action of calling (as a commodity for sale, a service offered or ~~desired~~ desired) to the attention of the public by means of posting, voicing, distributing or displaying signs, literature, circulars, pictures, sketches or other forms of printed or written material.

AERONAUTICAL USE/ACTIVITY means any activity which involves, makes possible, facilitates, is related to, assists in, or is required for operation of aircraft, or which contributes to or is required for safety of aircraft operations.

AERONAUTICAL USE AREA means all areas not described as Non-Aeronautical Use on the current FAA-approved Airport Layout Plan.

AFFILIATE means an Entity associated with another in subordinate relationship.

AGREEMENT means a written contract, executed by both parties, and enforceable by law between the County and an Entity granting a concession, transferring rights or interest in land and/or Improvements, and/or otherwise authorizing and/or prohibiting the conduct of certain Activities.

AIRCRAFT means any contrivance known or hereafter designed, invented, or used for navigation in the air, except a parachute or other contrivance used primarily as safety equipment.

AIRPORT means the Sussex County Airport Delaware Coastal Airport (including the Industrial Airpark), all the property, buildings, facilities and improvements within the exterior boundaries of such areas, as they now exist on the Airport Layout Plan or Airport Property Map or as it may hereinafter be extended, enlarged, or modified.

AIRPORT EMPLOYEE means Sussex County personnel of all organizations, activities, located on or connected with the operation, maintenance, and servicing of the Airport.

AIRPORT MANAGER means the person appointed by the Sussex County Council to administer the operations of the Airport, or a person properly authorized to act on his/her behalf.

AIRPORT POLICY DOCUMENTS means a compendium of documents that govern the operation, management, and development of the Sussex County Airport Delaware Coastal Airport.

AIR OPERATIONS AREA – AOA means all space on the Airport where aircraft are parked or operated, or where operations not open to the general public are conducted; and such term shall include, but is not limited to, the aircraft ramps, aprons, taxiways and runways.

APRON OR RAMP means those areas of the Airport within the AOA designated for the loading, unloading, servicing or parking of aircraft.

BASED AIRCRAFT means any aircraft whose operator leases tie-down or hangar space from the Sussex County Council or one of the Fixed Based Operators (FBOs) on a month-to-month or longer term longer-term basis.

CAPITAL IMPROVEMENTS means the repair or alteration to Airport property that increases its value, lengthens its life, or adapts it to a different use.

COMMERCIAL ACTIVITY (Commercial) means an activity conducted for the purpose of the exchange, trading, buying, hiring or selling of commodities, goods, services or property of any kind, or any revenue producing activity on the Airport, whether or not such objectives are obtained.

COMMERCIAL VEHICLE means every vehicle designed, maintained or used primarily for the transportation of property or passengers in furtherance of commercial enterprise, regardless of whether the charge is paid for directly or indirectly by the customer being served. Examples of commercial vehicles include

~~Sussex County Airport~~ Delaware Coastal Airport
Volume I - Definitions

but are not limited to, on duty taxicabs, limousines, courtesy vehicles, delivery vehicles and chartered/scheduled buses.

COVERED GROUP means Sussex County Council and its elected and appointed officials, officers, directors, employees, agents, volunteers, and consultants.

DNREC means the Delaware Department of Natural Resources and Environmental Control.

DRIVER means any person who drives, operates or is in actual physical control of a vehicle.

ENTITY means any individual, firm, partnership, corporation, company, association, joint stock association, or body politic; and includes any trustee receiver, committee, assignee, or other representative or employee thereof.

FAIR MARKET VALUE means the price that a given property or asset would fetch in the marketplace, subject to the following conditions: 1.) Prospective buyers and sellers are reasonably knowledgeable about the asset; they are behaving in their own best interests and are free of undue pressure to trade, and 2.) A reasonable time period is given for the transaction to be completed.

FAR means Federal Aviation Regulations ~~federal aviation regulations~~ derived from Title 14 of the Code of Federal Regulations.

FEES means such fees as are approved by County Council to be charged for the facilities and services provided at the Sussex County Airport ~~Delaware Coastal Airport~~.

FIXED BASE OPERATOR (FBO) means a firm doing business at the Airport dedicated to the sale of petroleum and one or more of the following pursuant to an agreement with the Sussex County Council: the sale, storage and/or hanging of aircraft; the sale of oil and lubricants; the services of maintenance, repair and modification of aircraft, engines or other equipment; the cleaning and provisioning of aircraft; and the provision of transient and related services.

FLYING CLUB means a nonprofit Entity organized for the express purpose of providing its members with an aircraft, or aircraft, for their personal use and enjoyment only. A Flying Club is not a commercial activity.

FUEL means the substance, solid, liquid or gaseous, used to operate any engine in aircraft or vehicles.

FUEL HANDLING means the transporting, delivering, fueling or draining of fuel or fuel waste products.

GENERAL AVIATION means all phases of aviation other than aircraft manufacturing, military aviation, scheduled, non-scheduled, and regulated air carrier operations.

GRANT ASSURANCES means the Airport Improvement Program grant assurances codified in Title 49 U.S. Code Subtitle VII.

HAZARDOUS MATERIALS means a substance or material in a quantity or form that may pose an unreasonable risk to health or safety, or property when stored, transported, or used in commerce as defined by the U.S. Department of Transportation.

IMPROVEMENTS means all buildings, structures, additions, and facilities including pavement, concrete, fencing, and landscaping constructed, installed, or placed on, under, or above any land on the Airport.

LEASED PREMISES means the land and/or Improvements used exclusively by an Operator for the conduct of the Operator's Activities regardless of whether the interest in land is an estate for years or a usufruct.

LIGHTER THAN AIR means aircraft that can rise and remain suspended by using contained gas weighing less than the air that is displaced by the gas.

LONG TERM PARKING LOT means the parking lot, designated by appropriate signage, intended for vehicle parking longer than two weeks.

MAIN RAMP AREA means that area surrounding the airport terminal building consisting of aircraft parking areas, hangars, and taxilanes, ~~not~~ including any area within 65.5 feet of the Taxiway A centerline.

MOTOR VEHICLE means any self-propelled wheeled, tracked vehicle, or trailer hitched onto a motor vehicle upon by which a person or property may be transported, carried or otherwise moved from point to point, or for the service and maintenance of equipment or property.

NOTAM means Notice to Airmen published by the FAA (e.g., a method of notifying the flying public of conditions at the airport that may affect flight).

NFPA means the National Fire Protection Association.

OPERATOR means the person, firm or corporation in possession of an aircraft or vehicle or any person who has rented such for the purpose of operation by himself or his agent; OR an Entity that has entered into an Agreement with the County to engage in Aeronautical Activities (Commercial or Non-Commercial).

PERMISSION means a right or approval granted by either the County or the Airport Manager.

PERSON means any individual, firm, partnership, corporation, company, association, joint stock association, or body politic; and includes any trustee receiver, committee, assignee, or other representative or employee thereof.

PUBLIC AREA means any area not leased to an Airport user or occupied by the County.

PUBLIC VEHICULAR PARKING AREAS means those portions of the Airport designated and made available temporarily or permanently by Airport management to the public for the parking of vehicles.

REGULATORY MEASURES means all ~~federal~~Federal, state~~State~~Federal, State, County, local, and Airport laws, codes, ordinances, rules, and regulations.

RUNWAY means an improved surface area reserved exclusively for the landing and taking off of aircraft.

SELF FUELING means an aircraft owner or operator refueling his/her own aircraft, provided the refueling is performed by the aircraft owner/operator or his/her employees with resources supplied by the aircraft owner or operator. This does not include fueling of an aircraft by an aircraft owner at a commercial self-service fueling station.

SHALL means mandatory and not discretionary.

SOLICIT means to directly or indirectly, actively or passively, openly or subtly, ask (or endeavor to obtain by asking), request, implore, plead for, importune, seek, or try to obtain.

STATE means the State of Delaware unless otherwise noted.

SPECIALIZED AVIATION SERVICE OPERATOR (SASO) means any Person or Entity with a lease or sub-lease from the County to provide only a single aeronautical service to the public at the airport, not including sales of Fuel.

SPECIAL EVENT means any private, public, or non-profit activity, requiring the use of Airport property, which surpasses that which is common or usual for the Airport and which requires special arrangements, considerations and/or planning by County employees.

SUSSEX COUNTY (COUNTY) means a political subdivision of the State of Delaware.

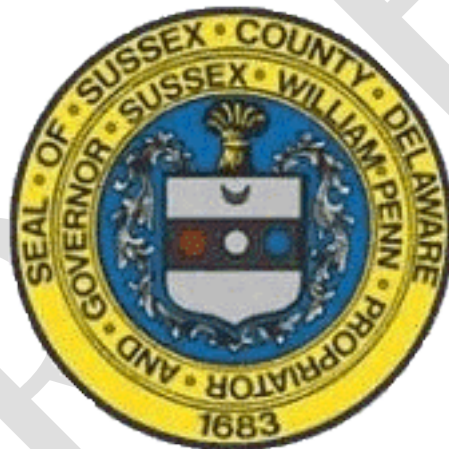
TAXIWAY means any surface established for the taxiing of aircraft from one part of the Airport to another.

THROUGH THE FENCE ACTIVITIES means operations having direct access to (and use of) the Airport's runway and taxiway system from private property located adjacent to (contiguous with) the Airport.

TEMPORARY/TRANSIENT VEHICLE means a motor vehicle not normally based at the Airport that is operated at the Airport for a limited time.

TENANT means an Entity that, by Agreement, pays rent to Sussex County to use or occupy land or Improvements at the Sussex County Airport Delaware Coastal Airport.; or an Entity that occupies land or Improvements at Delaware Coastal Airport.

ULTRA-LIGHT VEHICLE means a vehicle that is used only for aviation recreation or sport aviation purposes, and satisfies all criteria and requirements of Title 14, Code of Federal Regulations, Part 103, including subsequent amendments.



**Sussex County Airport Delaware
Coastal Airport Policies**

Volume II: General Provisions

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1 General Provisions

1.1 Purpose

1.1.1 This volume is one part of an overall policy document that governs the operation, management, and development of the ~~Sussex County Airport~~Delaware Coastal Airport. It provides general guidance and policies that apply to all volumes of the policy document. The other volumes include:

1.1.1.1 Definitions

1.1.1.2 Rules and Regulations

1.1.1.3 Minimum Standards for Commercial Aeronautical Activities

1.1.1.4 Lease/Rates and Charges

1.1.1.5 Development Guidelines

1.2 Definitions

1.2.1 Definitions, identified and defined in the Definitions volume, whenever used in the ~~Sussex County Airport~~Delaware Coastal Airport Policies, shall be construed as defined therein unless from the context a different meaning is intended, or unless a different meaning is specifically defined and more particularly ascribed to the use of such words or phrases.

1.3 Governing Body

1.3.1 The Airport is owned and operated by the Sussex County Council. The ultimate authority to grant the occupancy and commercial use of Airport land or Improvements, the right to engage in any Commercial Activity or Aeronautical Activity at the Airport, and to approve, adopt, amend, or supplement any Agreement, policy, or practice relating thereto, including these ~~Sussex County Airport~~Delaware Coastal Airport Policies, is expressly reserved to the County Council.

1.4 Authority to Adopt

1.4.1 ~~Sussex County Airport~~Delaware Coastal Airport Policies are promulgated under the authority granted by Title 2, Delaware Code, §909, which confers to the County the authority to adopt and amend all needful rules, regulations and

ordinances for the management, government and use of any (airport) properties under its control.

1.5 **Effective Date**

1.5.1 Unless repealed by the County Council, these ~~Sussex County Airport Delaware Coastal Airport~~ Policies shall be in effect and shall remain in effect from the date of adoption by the County Council.

1.6 **Statement of Policy**

1.6.1 It is the intent of the Sussex County Council (the "County") to: (1) plan, manage, operate, finance, and develop the ~~Sussex County Airport Delaware Coastal Airport~~ (Airport) to ensure the long-term financial health of the Airport and protect and promote the health, safety, security, and general welfare of the public consistent with all applicable Regulatory Measures and (2) encourage the development and operation of general aviation businesses and the provision of quality aviation products, services, and facilities to the public at the Airport.

1.6.2 As set forth by the Federal Aviation Administration (the "FAA"), by way of its Airport Sponsor Assurances, the ~~Sussex County Airport Delaware Coastal Airport~~ is required to operate for the use and benefit of the public and shall be made available to all types, kinds, and classes of Aeronautical Activity on reasonable terms and without unjust discrimination.

1.7 **Airport Management**

1.7.1 The Airport Manager is responsible to the Sussex County Council for the operation, management, and security of the Airport and all Airport operated land, Improvements, and facilities.

1.7.2 The Airport Manager has the authority to take such action as may be necessary to safeguard the public attendance and all facilities at the Airport. Persons employed on or using the Airport shall cooperate with the Airport Manager to enforce the ~~Sussex County Airport Delaware Coastal Airport~~ Policies. In addition, the Airport Manager may remove or eject from the Airport premises any person who knowingly and willfully violates any rule or regulation prescribed for the Airport, or any order or instruction issued by the Airport Manager, and may

deny the use of the Airport and its facilities to any such person if it is determined that such denial is reasonably necessary under the circumstances.

1.7.3 The Airport Manager may suspend or restrict any or all operations without regard to weather conditions or other considerations whenever such action is deemed necessary in the interest of safety.

1.7.4 The Airport Manager may, as necessary, establish Standard Operating Procedures with other individuals, groups, or agencies for dealing with the operational emergencies that arise on the Airport.

1.8 ***Airport Capital Improvement***

1.8.1 The Sussex County Engineer is responsible to the Sussex County Council for the construction of all Capital Improvements, including but not limited to, required Runways, Taxiways, aprons, and other airport infrastructure.

1.9 ***Airport Facilities Maintenance***

1.9.1 The Sussex County Facilities Manager is responsible to the Sussex County Council for the maintenance of all County-owned facilities at the Airport.

1.9.1.1 Facilities addressed in Agreements will be maintained in accordance with the Agreement.

1.9.2 The Sussex County Facilities Manager is responsible for snow removal operations required to maintain the operational capability of the Airport during winter months.

1.10 ***Compliance with Regulatory Measures***

1.10.1 Any permission granted by the Airport Manager directly or indirectly, expressly or by implication, to any person or persons to enter or use the Airport or any part thereof (including aircraft operators, crew members or passengers, spectators, operators of pleasure and commercial vehicles, and any other persons occupying space within the Airport, persons doing business with the Sussex County Council, its lessees or approved sub-lessees and permittees, any other person whatsoever) is conditioned upon strict compliance with Sussex County Airport Delaware Coastal Airport Policies and payment of such rates, fees or charges as may be established by the Sussex County Council.

1.10.2 All Entities occupying or using Airport land or Improvements, engaging in an Aeronautical Activity on Airport land or Improvements, or developing Airport land or Improvements shall comply, at the Entity's expense, with all applicable Federal, State, and County laws and ordinances; as may be in effect and amended from time to time.

1.11 ***Conflicting Regulatory Measures and Agreements***

1.11.1 If a provision of the Sussex County Airport Delaware Coastal Airport Policies is found to be in conflict with any other provision of Sussex County Airport Delaware Coastal Airport Policies, or with any zoning, building, fire, safety, health, or other

ordinance, code, rule, or regulation of the County, the provision which establishes the higher or more restrictive standard shall prevail.

1.11.2 It is not the intent of the ~~Sussex County Airport Delaware Coastal Airport~~ Policies to repeal, abrogate, annul, or in any way impair or interfere with any existing provision of any Regulatory Measure except those specifically repealed by these ~~Sussex County Airport Delaware Coastal Airport~~ Policies.

1.11.3 It is not the intent of these ~~Sussex County Airport Delaware Coastal Airport~~ Policies to excuse any Entity from performing any obligation it may have with the Airport as set forth in any Agreement the Entity has with the Airport, whether such Agreement is in existence on the date of the adoption of these ~~Sussex County Airport Delaware Coastal Airport~~ Policies or entered into at any time thereafter.

1.11.4 No existing or future Agreement, nor any payment or performance required there under, shall excuse any Entity from full and complete compliance with these ~~Sussex County Airport Delaware Coastal Airport~~ Policies.

1.11.5 Compliance with these ~~Sussex County Airport Delaware Coastal Airport~~ Policies shall not excuse any Entity from full and complete compliance with any responsibility or obligation the Entity may have (to the Airport) under any existing or future Agreement.

1.12 **Right to Self-Service**

1.12.1 These ~~Sussex County Airport Delaware Coastal Airport~~ Policies will not ~~exercise or grant any right or privilege which operates to~~ prevent any Entity operating Aircraft on the Airport from performing any services on its own Aircraft, with its own Employees and its own equipment (including, but not limited to, maintenance, repair, and refueling) that it may choose to perform

1.12.2 Individual Operators may restrict the use of their exclusive Leased Premises and each Aircraft Operator must adhere to all applicable Regulatory Measures in the performance of any services on its own Aircraft.

1.13 **Prohibited Activities**

1.13.1 “Through ~~The~~ Fence” Activities are prohibited at the Airport.

1.14 **Fines and Penalties**

1.14.1 The Sussex County Council reserves the right to establish fines and penalties for violations of these ~~Sussex County Airport Delaware Coastal Airport~~ Policies.

1.14.2 Entities shall have the responsibility to timely pay in full any fine or penalty levied against the Entity, by the Airport, the County, the Sussex County Council, or its representatives, elected officials, officers, officials, employees, agents, and

volunteers as a result of Entity's failure to comply with any applicable Regulatory Measure.

1.14.3 If the fine or penalty is contestable (and contested by the Entity), the Entity shall pay the fine or penalty when upheld by the Agency having jurisdiction.

1.15 **Severability**

1.15.1 If any section, paragraph, clause, phrase or other part of the ~~Sussex County Airport Delaware Coastal Airport~~ Policies is held invalid by any Court of competent jurisdiction, or by any agency, department or commission, such decision shall not affect the validity of the remaining provisions hereof, and the application of those provisions to any person or circumstances shall not be affected thereby.

1.16 **Subordination**

1.16.1 ~~Sussex County Airport Delaware Coastal Airport~~ Policies are subject and subordinate to the provisions of any existing or future Agreements between the County and the State of Delaware or the United States pertaining to the operation, management, planning, and development of the Airport and are specifically subordinated to, and to be construed as in accordance with the Grant Assurances.

1.17 **Notices, Requests for Approval, Applications, and Other Filings**

1.17.1 Any notice, request for approval, application, or other filing required or permitted to be given or filed with the Airport and any notice or communication required or permitted to be given or filed with any Lessee, prospective Lessee, Operator, or prospective Operator pursuant to these ~~Sussex County Airport Delaware Coastal Airport~~ Policies shall be in writing, signed by the party giving such notice, and shall be sent by overnight courier, United States certified mail, facsimile (confirmed by dated return signature), email (confirmed by return email) or in person (confirmed with dated and signed receipt) and shall be deemed to have been given when delivered to the Airport, Lessee, or Operator at their principal place of business or such other address as may have been provided to the Airport.

1.18 **Amendments**

1.18.1 These ~~Sussex County Airport Delaware Coastal Airport~~ Policies supersede and cancel all previous County Regulatory Measures pertaining to the occupancy

or use of Airport land or Improvements, engaging in Aeronautical Activity(s) on Airport land or Improvements, or developing Airport land or Improvements.

1.18.2 These ~~Sussex County Airport~~ Delaware Coastal Airport Policies may be supplemented, amended, or modified by the County from time to time and in such a manner and to such extent as is deemed appropriate by the County.

1.18.3 The County may issue special rules, regulations, notices, memorandums, directives, covenants, restrictions, or conditions from time to time as is deemed appropriate by the County.

1.18.4 The County shall provide for timely public notification of pending supplements, amendments, or modifications to these ~~Sussex County Airport~~ Delaware Coastal Airport Policies in order to provide the opportunity for public comment and input by Operators, Lessees, consumers, users, and the community.

1.19 **Variance or Exemption**

1.19.1 A special variance or exemption may be obtained from the County provided that the variance or exemption is petitioned for in writing and that permission for the variance or exemption is obtained in writing from the County.

1.19.1.1 Each variance or exemption shall be petitioned for and granted or denied separately.

1.19.2 Requests for special variance or exemption must state definitively the ~~Sussex County Airport~~ Delaware Coastal Airport Policy Document and the provision for which the variance or exemption is being sought, describe the proposed variance or exemption, state the reason or rationale for the proposed variance or exemption, and identify the duration of the proposed variance or exemption.

1.19.3 The County has the right to approve variances to these ~~Sussex County Airport~~ Delaware Coastal Airport Policies when, in the County's opinion, a specific clause, section, or provision does not seem justified in a particular case because of special conditions and unique circumstances.

1.19.4 Any variance or exemption approved by the County shall apply only to the special conditions or unique circumstances of the particular case under which the variance or exemption is granted and shall not serve to amend, modify, or alter the ~~Sussex County Airport~~ Delaware Coastal Airport Policies.

1.19.5 When a specific product, service, or facility is not currently being provided at the Airport, the County may enter into an Agreement with an FBO or SASO with terms and conditions that are less than those outlined in these ~~Sussex County Airport~~ Delaware Coastal Airport Policies (e.g., reduced rents, lower minimum standards, etc.), only for a limited period of time (i.e., pioneering period). The

duration of the pioneering period shall be specified in the Agreement and shall only be valid during that specific period of time.

1.20 **Enforcement**

1.20.1 The County shall be responsible for enforcing these ~~Sussex County Airport~~Delaware Coastal Airport Policies.

1.20.1.1 Initial enforcement is delegated by the Sussex County Council to the Airport Manager.

1.20.1.2 The Airport Manager or his/her designee must be present during the enforcement of these ~~Sussex County Airport~~Delaware Coastal Airport Policies by a third party.

1.20.2 Any Entity who violates these ~~Sussex County Airport~~Delaware Coastal Airport Policies or any other rule, regulation, notice, memorandum, order, or directive issued by the Airport Manager or his/her designee may be cited and/or removed from the Airport, denied the use of the Airport, and/or prevented from engaging in Activities at the Airport and shall be subject to all legal, equitable, statutory, and common law rights and remedies available to the Airport including, but not limited to, actions for declaratory relief, injunctive relief, specific performance, and damages.

1.20.3 In the event an Entity fails to comply with these ~~Sussex County Airport~~Delaware Coastal Airport Policies, the Airport Manager may send a written statement of violation to the Entity at the most recent address, if any, on file with the Airport. The Entity shall have ten (10) days within which to provide a written response statement to the Airport explaining in detail why the violation occurred and to advise the Airport that the violation has been corrected. The County, in its sole discretion, has the right to revoke the Entity's privileges at the Airport or it may suspend the operations for such a period of time as it deems necessary in order to obtain a correction of the violation. In addition, any such violations shall be considered by the Airport and the County in renewing any permit, license, or Agreement held by the Entity.

1.20.4 The Entity shall pay for any and all costs or expenses incurred by the County, including but not limited to attorney fees, arising under this Section and/or in the further enforcement of these ~~Sussex County Airport~~Delaware Coastal Airport Policies.

1.20.5 However, if the Entity contests the notice of violation and is found, after further investigation, not to be in violation of these ~~Sussex County Airport~~Delaware Coastal Airport Policies, Entity shall not be required to pay for any costs or expenses incurred by the County.

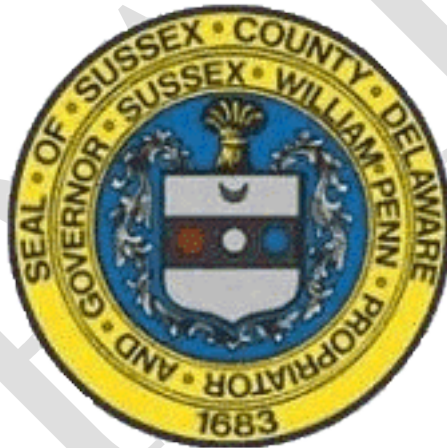
1.20.6 Violation of these ~~Sussex County Airport~~Delaware Coastal Airport Policies may also or alternatively result in revocation of Apron access or use privileges, termination of Agreement and/or denial of use of the Airport.

1.20.7 Entities aggrieved by a decision of the Airport Manager may appeal (in writing) such decision to the Sussex County Administrator within ten (10) days after

such decision is issued. Unless and until changed by the County Administrator, the decision of the Airport Manager shall be followed.

1.20.8 Entities may appeal (in writing) the decision of the Sussex County Administrator to the Sussex County Council. The decision of the Sussex County Council on such appeal shall be final.

DRAFT



Sussex County Delaware Coastal Airport Policies

Volume III: Rules & Regulations

*Adopted by Sussex County Council
December 14, 2010*

DRAFT

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1 INTRODUCTION

1.1 *Purpose*

1.1.1 These Rules and Regulations, and any amendments thereto, are designed to protect the public health, safety, security, interest, and welfare on the Airport and to restrict (or prevent) any activity or action which would interfere with the safe, orderly, and efficient use of the Sussex County Airport by its Operators, Lessees, consumers, and users.

1.1.2 Failure to enforce a specific Rule or Regulation at a particular instance or instances shall not affect the validity of any other Rule or Regulation or affect the validity of such Rule or Regulation at any other time.

2 GENERAL

2.1 *Accidents*

2.1.1 Participants in an Accident on the Airport shall notify Airport Manager as soon as possible and make a full report of same to the Airport Manager, with the names and addresses of the parties involved within 24 hours.

2.1.2 In order to promote and maintain safety at the Airport, Entities shall report to the Airport Manager any bodily injury requiring medical attention, any damage to Airport property, or any other Accident, incident, occurrence or unsafe practice relating to any Aircraft or vehicle that they own, lease, fly, or any aeronautical activity in which they are involved. Forms are available from the Airport Manager for use in these instances. If an Accident or incident report is required under NTSB,

Part 830, a copy of that information may be submitted to the Airport Manager in lieu of this form. The report shall include the following information:

- 2.1.2.1 Location, date and time of Accident, incident, occurrence or unsafe practice and the identity of each person and Aircraft involved
- 2.1.2.2 Nature of any injuries suffered by any person as a result of the event described above and the name and address of any person injured;
- 2.1.2.3 Nature and extent of any property damage occurring as a result of the event and the name and address of the owner of the damaged property; and
- 2.1.2.4 A narrative explaining the circumstances of the Accident, incident, occurrence or unsafe practice.

2.2 **Commercial Activities Must be Approved**

2.2.1 Entities desiring to engage in Commercial Activities at the Airport must submit an application to the County in such form as the County may require.

~~2.2.2~~

~~2.2.3~~ 2.2.2 Prior to engaging in a Commercial Activity, Entities must enter into an Agreement with the County describing the terms and conditions of said Activity.

~~2.2.4~~ 2.2.3 Entities conducting Commercial Aeronautical Activities must comply with the requirements of the Airport's Minimum Standards for Commercial Aeronautical Activities.

~~2.2.5~~ 2.2.4 Entities basing or otherwise maintaining an Aircraft at the Airport shall not permit said Aircraft to be used for a Commercial Activity unless such Commercial Activity is expressly authorized by Agreement with the County.

~~2.2.6~~ 2.2.5 The requirement for approval does not apply to:

~~2.2.6.1~~ 2.2.5.1 Entities not based on the Airport who provide goods and/or services to Airport tenants

~~2.2.6.2~~ 2.2.5.2 Entities having an existing Agreement with the County to conduct Commercial Activity at the Airport

~~2.2.6.3~~ 2.2.5.3 Any FAR Part 183 FAA designated examiner acting as such

~~2.2.6.4~~ 2.2.5.4 Free-lance FAA-certified flight instructors providing instruction in aircraft not owned by the instructor

~~2.2.6.5~~ 2.2.5.5 FAA-certified mechanics providing services not normally available at the Airport to tenants of Aircraft storage

spaces (including tie-downs) at the tenant's assigned storage space

~~2.2.6.6~~2.2.5.6 FAA-certified mechanics providing services to itinerant aircraft to the extent required to make the Aircraft airworthy

~~2.2.6.7~~2.2.5.7 Itinerant commercial Aircraft operations.

2.3 **Restricted Areas**

2.3.1 No person shall enter any area of the Airport posted as being closed to the public without permission, except persons assigned to duty therein or authorized representatives of the Airport Manager. Airport Operations Areas are closed to the general public.

2.4 **Signs and Advertisements**

2.4.1 No person shall post, distribute or display signs, advertisements, circulars, printed or written matter at the Airport, except as authorized by the Airport Manager, or other agreement with the County.

2.5 **Selling, Soliciting, and Entertaining**

2.5.1 No person, except those authorized by contract with the Sussex County Council or permission of Airport Manager, shall in or upon any Public Area of the Airport:

2.5.1.1 Solicit alms or funds for any purpose whatsoever;

2.5.1.2 Sell, or offer for sale, any article or merchandise; EXCEPTION: Aviation related products

2.5.1.3 Solicit any business or trade;

2.5.1.4 Entertain any persons by singing, dancing or playing any musical instrument.

2.6 **Responsibility for Damages**

2.6.1 Any person causing damage to or destroying public property of any kind at the Sussex County Airport, including buildings, fixtures, or appurtenances, whether through violation of these rules and regulations or through any act or omission, shall be fully liable to the Sussex County Council. Any such damage shall be reported at once to the Airport Manager.

2.7 **Animals**

2.7.1 No person may enter the Airport with a domestic or wild animal without written permission of the Airport Manager. Exceptions:

2.7.1.1 Person entering any part of the Airport with a domestic animal that is kept restrained by a leash or is confined so as to be completely

under control. Animal owners are responsible to clean up after their animal.

2.7.1.2 Persons entering the terminal building or gate loading area with a service animal.

2.7.2 Any stray livestock or animal on the Airport will be disposed of in accordance with the laws of the State of Delaware and applicable municipal ordinances.

2.8 **Refuse Disposal**

2.8.1 All Airport tenants, users, or visitors shall dispose of all waste in appropriate waste containers. No petroleum products, industrial waste matter or other hazardous materials shall be dumped or otherwise disposed of except in accordance with local, County, State and Federal law. Any hazardous material shall be the responsibility of the originator under applicable law.

2.9 **Lost Or Mislaid Property**

2.9.1 Any person finding any lost or mislaid property on any of the Airport premises shall immediately deposit the same at the Airport Manager's office. The Airport Manager shall make a reasonable effort to ascertain the true owner of such property. In the event they cannot ascertain the true owner, any such property unclaimed by the true owner within sixty (60) days after its being deposited with the Airport Manager office will be considered excess property of Sussex County and may be disposed of in accordance with then applicable procedures for the disposition of such items.

2.10 **Storage Of Property**

2.10.1 Unless otherwise provided by a lease or other contractual agreement, no person shall use any area of the Airport, including buildings, either privately owned or publicly owned for the storage of cargo or any other property without written permission of the Airport Manager. If, notwithstanding the above prohibition, a person uses such areas for storage as aforesaid without first obtaining such permission, the Airport Manager shall have authority to order the cargo or any other property removed or to cause the same to be removed and stored at the expense of the owner or consignee thereof, without responsibility of liability for damages arising therefrom.

2.10.12.10.2 Tenants occupying aircraft hangars, both Tenant-owned and County-owned, must comply with the FAA's Policy on the Non-Aeronautical Use of Airport Hangars as found in Federal Register / Vol. 81, No. 115 / Wednesday, June 15, 2016 / Rules and Regulations, as amended from time to time.

2.11 **Demonstration, All Other**

2.11.1 No person shall conduct or participate in parading, marching, patrolling, demonstrating, sit-ins, assembling, distributing pamphlets or other material,

carrying or displaying of signs or placards in or upon or in any manner whatsoever obstructing buildings, grounds, roads, walks, approaches or any of the property of the Airport without the written permission of the Airport Manager.

2.12 **Use of Airport**

2.12.1 No Entity shall organize or conduct any Special Event including, but not limited to, air shows, parachuting, glider, hot air balloon operations and/or banner towing without prior written approval of the Airport Manager and the FAA as required. Approval by the Airport Manager of any request to organize/sponsor a Special Event at the Sussex County Airport will be contingent upon the group/individual satisfactorily completing all applications, obtaining approval of its proposed event plans and supplying proof of insurance meeting all County requirements and obtaining any special use permits required by the Airport Manager.

3 **MOTOR VEHICLES**

3.1 **Required Licenses**

3.1.1 No vehicle shall be operated in or about a vehicular parking area, or any road within the Airport or upon any of the Airport facilities, unless the driver thereof possesses a rated Operator's license or a valid learner's permit under appropriate supervision. Airport-unique vehicles may be operated on public ramp and apron areas by qualified FBO/SASO personnel, Airport tenants, and Sussex County employees. When requested, these Operators must be certified by the employers to the Airport Manager as qualified to operate such equipment.

3.1.2 Except for vehicles that are exclusively used on the AOA, all vehicles shall meet the State of Delaware's licensing, registration, insurance and inspection requirements.

3.2 **Operation of Vehicles**

3.2.1 No vehicle (except emergency vehicles) shall be driven faster than 25 mph on any streets or Taxiways. The speed limit for ramps, aprons, Aircraft parking and hangar areas shall be 15 mph.

3.2.2 Parking is not permitted in paved Aircraft tie-down areas, except while loading/unloading/performing routine maintenance/ or servicing Aircraft. Parked vehicles shall not hinder Aircraft traffic in the tie-down areas.

3.2.3 All vehicles operating in Airport Operations Areas will yield to Aircraft and emergency vehicles at all times.

3.2.4 Except for vehicles driving to tie-downs or hangars, vehicles authorized to operate in Airport Operations Areas shall display an approved flag at least three foot square or a yellow flashing beacon. A yellow flashing beacon shall be displayed between the hours of sunset and sunrise. Such beacons shall be visible from all directions, including the air, and of sufficient brilliance to be seen under

clear weather a distance of at least one mile with the naked eye. Vehicles must have and use normal operating headlights and tail lights during night time and times of limited visibility. Between the hours of sunset and sunrise, non-motor propelled carts and trailers shall have rear reflectors on each side. All reflectors shall be visible for at least 500 feet when opposed by normal vehicle headlights.

3.2.5 Vehicles driving to or from tie-downs or hangars not displaying an approved flag or yellow beacon shall drive the most direct route to and from their destination. Use of vehicle flashers is recommended.

3.2.6 Except as provided elsewhere in these rules, vehicle operations on any Runway or Taxiway are permitted only to manage or maintain the Airport, or by Aircraft service vehicles. The Airport Manager may approve other exceptions on a case by case basis.

3.3 **Stopping, Standing, or Parking**

3.3.1 No person shall drive, stop, stand or park a vehicle on a public vehicular parking area, operational area, or road within the Airport except at such places and for such periods of time and at such speeds as may be prescribed or permitted by the Airport Manager or indicated by appropriate signage.

3.4 **Vehicle Sale or Repair**

3.4.1 No person shall park, or operate a vehicle upon any Public Areas for the principal purpose of:

3.4.1.1 Displaying such vehicle for sale.

3.4.1.2 Greasing, oiling, lubricating, painting or repairing such vehicle, except repairs necessary to remove vehicle.

3.4.1.3 Displaying advertising.

3.5 **Abandoned or Illegally Parked Vehicles**

3.5.1 The Airport Manager, finding a vehicle standing or parked upon a road or other public place on the Airport in violation of the provisions of this section, is authorized to move such vehicle or require the driver or the person in charge of the vehicle to move the same. The Airport Manager shall make every effort to notify the owner or Operator of such vehicle as to its whereabouts within three (3) days of its removal. Notice to be given in writing or other means of the fact of such removal and the reasons thereof and the place to which such vehicle has been removed. The person claiming it shall pay all costs incurred by the Airport Manager in connection with towing and storage.

3.5.2 The Airport Manager may use Sussex County equipment and facilities for removal and preservation of the vehicle, or may hire other personnel, equipment and facilities for those purposes.

3.5.3 Any vehicle that is inoperable, dismantled, wrecked, or which displays expired registration plates which are at least 30 days expired, or which displays no

registration plates, or from which major components have been removed, is in such a state of disrepair as to be incapable of being operated in the manner for which it is designed and is situated on Public Areas of the Airport may be considered to be abandoned. Vehicles will be subject to removal by the Delaware State Police, in accordance with Title 21, Delaware State Code, Chapter 44.

3.6 **Long Term Parking**

3.6.1 The Long Term Parking Lot is intended for vehicle parking longer than two weeks.

3.6.2 Vehicles using the Long Term Parking Lot must be registered with the Sussex County Airport Manager's office.

3.6.3 A long term parking tag must be prominently displayed in the vehicle while in the Long Term Parking Lot.

3.6.4 Long term parking tags are valid for one year and must be renewed at the Sussex County Airport Manager's office.

3.6.5 Long term parking tags are not transferable.

3.6.6 Non-registered vehicles parked in the Long Term Parking Lot are subject to removal by the Delaware State Police at the owner's expense.

3.6.7 Vehicles not displaying a current registration as required by appropriate State law will be considered non-registered.

3.7 **Temporary/Transient Vehicles**

3.7.1 Temporary/transient vehicles, operating in the Air Operations Area outside the Main Ramp Area must be marked by a company decal, logo or flag, and have the permission of the Airport Manager.

3.7.2 Exceptions

3.7.2.1 Temporary/transient vehicles will be allowed to operate between the main ramp area and helicopter parking areas adjacent to the main ramp area without vehicle markings.

3.7.2.2 Temporary/transient vehicles will be allowed to operate between the main ramp area and grass tie down areas adjacent to the main ramp area without vehicle markings.

4 **AIRCRAFT OPERATIONS**

4.1 **Conformance With Regulations**

4.1.1 All Aeronautical Activities at this Airport, including all Aircraft in flight within air space of the Airport, or in motion, or parked on the Runways, Taxiways, aprons, or ramps of the Airport, shall be governed by the current Federal Aviation Administration and the Division of Aeronautics of the State of Delaware rules and

regulations, as well as the rules and regulations of the Airport and to the extent applicable, with the orders and instructions issued by the Airport Manager.

4.2 **Careless or Negligent Operation**

4.2.1 No vehicle or Aircraft shall be operated on the surface of a public Aircraft parking and storage area or public landing area or public ramp and apron area in a careless or negligent manner or in disregard of the rights and safety of others, or without due caution and circumspection, or at a speed or in a manner which endangers unreasonably, or is likely to endanger unreasonably, persons or property, or while the pilot or other persons aboard controlling any part of the operation thereof is under the influence of intoxicating liquor or any narcotic or habit-forming drug, or if such Aircraft is so constructed, equipped or loaded as to endanger unreasonably, or to be likely to endanger unreasonably, persons or property.

4.3 **Safety of Aircraft Operation**

4.3.1 In the event the Airport Manager believes the conditions of the Airport to be unsafe for landings or takeoffs, it shall be within his/her authority to issue a NOTAM closing the Airport or any part thereof. This shall normally be accomplished by notice to the FAA by a person authorized to represent the Airport Manager.

4.4 **Qualified Personnel to Start and Taxi Aircraft**

4.4.1 No Aircraft engine shall be started or Aircraft taxied at the Airport unless a pilot certificated to operate that particular type of Aircraft, or a certificated A&P mechanic qualified to start and run up the engines of that particular type Aircraft

shall be operating the controls, or the Operator is under the direct supervision of a qualified instructor.

4.5 **Right of Way for Aircraft**

4.5.1 Taxiing Aircraft shall have the right-of-way over all vehicles, except authorized emergency vehicles.

4.6 **Speed Of Aircraft On The Ground**

4.6.1 All Aircraft shall be taxied at a safe and reasonable speed, with due regard for other Aircraft, persons and property.

4.7 **Operation In Hangar Prohibited**

4.7.1 No Aircraft shall be taxied into or out of a hangar under its own power nor shall the engines be operated while the Aircraft is inside the hangar.

4.8 **Miscellaneous Taxiing Rules**

4.8.1 All Aircraft will taxi on hard surface, except Aircraft taxiing on designated taxi routes to any grass tie down area.

4.8.2 Aircraft taxiing shall conform to the taxi patterns as established by the Airport Manager.

4.9 **Aircraft Parking**

4.9.1 Except in an emergency, no person shall park an Aircraft or leave the same standing anywhere on the Airport other than on a public Aircraft ramp or apron area, public Aircraft parking and storage area, or operational area of the Airport clearly marked and designated for such purposes. The landing gear of every such Aircraft shall be chocked with wheel blocks or other approved devices, or have Aircraft parking brakes locked. Upon direction from the Airport Manager, the Operator of any Aircraft parked or stored at any area shall move said Aircraft from the place where it is parked or stored to any other designated place. If the Operator refuses to comply with such direction, the Airport Manager may tow said Aircraft to such designated place at the Operator's expense, and without liability for damage which may result in the course of such moving. The Operator or owner is responsible for any damage done by or to his/her Aircraft.

4.9.2 This policy does not apply to aircraft parked on Leased Premises.

4.10 **Repairs to Aircraft**

4.10.1 No personnel shall perform major repairs (as defined by Title 14, Code of Federal Regulations, Part 43) to Aircraft on any ramp, apron, Taxiway, Runway, or in any Public Area at the Airport except upon approval from the Airport Manager. All Aircraft found in a state of disassembly on the Airport will be considered

disabled and derelict and shall be subject to such remedial action as may be considered necessary by the Airport Manager.

4.11 **Disabled Aircraft**

4.11.1 Unless required or directed by the Airport Manager, or Authorized Representatives of the Federal Aviation Administration, or National Transportation Safety Board, or Delaware Department of Transportation-Division of Aeronautics, to delay such action pending an investigation, all disabled Aircraft and parts thereof on the Airport shall be promptly removed by the owner from Public Areas of the Airport. If any person refuses to move an Aircraft as directed by the Airport Manager, said Aircraft may be removed by the Airport Manager at the owner's or Operator's expense. The owner or Operator shall be responsible for any damage done in the course of or after such moving. The same shall apply to removal of a wrecked or damaged Aircraft and its parts.

4.12 **Disabled Aircraft Storage**

4.12.1 No person shall park or store a damaged or disabled Aircraft at the Airport for more than thirty (30) days except:

4.12.1.1 When undergoing or awaiting repairs at a repair facility, or

4.12.1.2 When specifically authorized by prior written permission of the Airport Manager, or other written agreement with the County.

4.13 **Operations On Other Areas**

4.13.1 No Aircraft shall take off or land on Taxiways or any paved or unpaved areas other than the designated Runways except with specific permission of the Airport Manager.

4.14 **Landings and Takeoffs**

4.14.1 The Airport Manager may prohibit any Aircraft takeoff or landing, except for emergency landing, at any time and under any circumstances when he/she deems such landing or take off likely to endanger persons or property.

4.14.2 Any pilot landing after having declared an emergency will provide details of the incident and reasons for declaring an emergency, if requested by the Airport Manager.

4.15 **Aerial Advertising – Banner Towing**

4.15.1 Any person wishing to use the Airport to pick up or drop off an aerial advertising banner shall obtain the prior written approval of the Airport Manager. The Airport Manager shall require such safeguards as deemed necessary to protect the Airport, Aircraft using the Airport, and the general public. These requirements may include, but are not limited to, bonds, insurance policies, additional security personnel, equipment or facilities and waivers/authorizations to the FARs issued by the FAA. The operations shall be conducted from a location

on the Airport that does not interfere with normal Airport activities. The County may establish and charge reasonable fees for this activity. All such persons shall indemnify and hold the County and the Covered Group harmless.

4.16 **Parachute Jumping**

4.16.1 Persons wishing to use the Airport for a parachute drop area shall obtain the prior written approval of the Airport Manager. The Airport Manager shall require such safeguards as he/she deems necessary to protect the Airport, Aircraft using the Airport, and the general public. These requirements may include, but are not limited to, bonds, insurance policies, additional security personnel, equipment or facilities and waivers/authorizations to the FARs issued by the FAA. The County may establish and charge reasonable fees for this activity. All such persons shall indemnify and hold the County and the Covered Group harmless.

4.17 **Glider Operations**

4.17.1 Any person wishing to use the Airport to launch and recover gliders shall obtain written permission from the Airport Manager in advance of the operations. This will require advance coordination due to the need for additional personnel and equipment on the Airport for towed operations for gliders. The Airport Manager shall require such safeguards as he/she deems necessary to protect the Airport, Aircraft using the Airport and the general public. These requirements may include, but are not limited to, bonds, insurance policies and additional security personnel. The County may establish and charge reasonable fees for this activity. All such persons shall indemnify and hold the County and the Covered Group harmless.

4.18 **Lighter Than Air (LTA)**

4.18.1 Any person wishing to use the Airport to launch and recover LTA shall obtain written permission from the Airport Manager in advance of the operations. This will require advance coordination due to the need for additional personnel and equipment on the Airport to launch and recover the LTA. The Airport Manager shall require such safeguards as he/she deems necessary to protect the Airport, Aircraft using the Airport, and the general public. These requirements may include, but are not limited to, bonds, insurance policies and additional security personnel. The County may establish and charge reasonable fees for this activity. All such persons shall indemnify and hold the County and the Covered Group harmless.

4.19 **Aerial Application**

4.19.1 Any person wishing to use the Airport as a base to load chemicals onto Aircraft for the purpose of aerial application shall obtain written permission from the Airport Manager in advance of the operations. This will require advance coordination due to the need for additional personnel and equipment on the Airport to handle and control the chemicals. The Airport Manager, at the time of approval shall designate a specific area on the Airport to be used for this operation. The Airport Manager shall require such safeguards, as he/she deems necessary to protect the Airport, Aircraft using the Airport, and the general public. These

requirements may include, but are not limited to, bonds, insurance policies and additional security personnel. The County may establish and charge reasonable fees for this activity. All such persons shall indemnify and hold harmless the County and the Covered Group.

4.20 **Assigned Areas**

4.20.1 No person authorized to operate on, or conduct business activities at the Airport shall conduct any of its business activities or park any Aircraft on any areas except those specified in a lease or other Agreement. No FBO or SASO shall occupy any Public Area except as authorized by these Rules and Regulations or by the Airport Manager.

5 **AIRCRAFT FUELING**

5.1 **Aviation Fuel**

5.1.1 Except for self-fueling operations described below, no person shall dispense fuel either to the public or to private Aircraft either owned by him or others except as authorized by the County. All fuel handling operations must meet all Federal, State and County laws, regulations, ordinances and code requirements.

5.2 **Distance From Buildings**

5.2.1 Aircraft fueling operations at the Airport shall be conducted at a distance of at least twenty five (25) feet from any hangar or other building. Fueling and defueling of Aircraft and vehicles is prohibited inside of any building or hangar.

5.2.1.1 EXCEPTION; Aircraft fuel servicing incidental to Aircraft fuel system maintenance shall comply with the requirements of NFPA 410.

5.3 **Fuel Handling While Engines Are Running**

5.3.1 Aircraft fueling is prohibited while any engine of the Aircraft being fueled is running.

5.4 **Static Protection**

5.4.1 All Aircraft shall be fueled and defueled in accordance with the bonding procedures outlined in the applicable fire codes including but not limited to NFPA 407. In general, all fueling equipment and Aircraft shall be electrically bonded prior to and during fueling and defueling activities. All bonding connections shall be

maintained until final completion of the fueling or defueling operation. All fueling Operators shall be properly trained.

5.5 Fire Extinguishers Required

5.5.1 During fuel handling operations in connection with any Aircraft at the Airport, adequate fire extinguishers meeting the requirements of the State Fire Marshall shall be immediately available for use.

5.6 Fueling Equipment

5.6.1 Fueling equipment must be maintained in a safe, non-leaking condition. Fueling trucks will be kept clean and at all times free of leaks, oil and grease.

5.7 Fueling When Passengers Are Aboard

5.7.1 During fuel handling and transfer in connection with any Aircraft, no passenger shall be permitted to remain in such Aircraft unless in each case a cabin attendant is at the door and a safe and rapid means of debarkation of passengers is available.

5.8 Smoking Near Aircraft

5.8.1 Smoking is prohibited in or about any Aircraft or on any public ramp, apron or loading position.

5.9 Starting Engines

5.9.1 No person shall start the engines of any Aircraft where there is any type of fuel exposed on the ground under the Aircraft.

5.10 Fuel Spills

5.10.1 Persons engaged in the fueling and defueling of Aircraft shall exercise care to prevent spillage of fuel. In the event of a fuel spill greater than six feet in diameter, the Airport Manager shall be notified immediately. The Operator shall be fully responsible for the costs to remove said material and/or the restoration of grounds or pavements damaged or altered by the spillage.

5.11 Fuel Storage

5.11.1 All fuel tanks and containers will conform to the appropriate State Fire Codes, and all applicable NFPA standards, State and Federal regulations.

5.11.2 Entities using any fuel tanks are responsible for keeping yards free of weeds. Yards will be kept free of trash and other debris at all times.

5.11.3 Under no circumstances shall a fueling vehicle be left unattended at a fuel tank during the loading or unloading process. Loading or unloading shall not be

considered complete until the delivery hose is detached from both vehicle and tank.

5.11.4 Care shall be taken in filling tanks to ensure that they are not filled to the point where they will overflow from heat expansion.

5.12 **Spark Generating Devices**

5.12.1 No photo flash devices, electrical tools, drills, buffers or similar tools which produce sparks or arcs shall be used in the immediate vicinity of Aircraft during fueling operations.

5.13 **Aircraft Self Fueling**

5.13.1 Aircraft owners may Self-Fuel their Aircraft on the Airport, subject to the following provisions.

5.13.2 Anyone Self-Fueling their own Aircraft shall conduct such operations only outside of hangars using approved equipment and procedures.

5.13.3 Portable fire extinguisher shall be in the vicinity of Self Fueling operations.

5.13.4 Fueling is never permitted inside a hangar, or with the engine running, or within 50 feet of an ignition source.

5.13.5 Aircraft fueling operations shall be conducted at a distance of at least twenty five (25) feet from any hangar or other building.

5.13.6 Except as expressly permitted by these regulations, no person shall store fuel at the Airport.

5.13.7 The dispensing of Fuel must meet all applicable Airport, State, and Federal regulations, including Federal Aviation Administration (FAA) Advisory Circulars, as well as American Standard Testing Method (ASTM) D-910 for Av-Gas, ASTM D-

1655 for Jet Fuel and ASTM D-439-58 for Mogas, which shall be determined at the time of delivery into the Aircraft, and NFPA 407.

5.14 **Aircraft Self Fueling Permit**

5.14.1 This section applies exclusively to the dispensing of Fuel by other than an Aircraft Fuels and Oil Sales and Services FBO as described in the Airport Minimum Standards.

5.14.2 Aircraft owners or Operators desiring to self fuel their Aircraft must obtain a Self-Fueling Permit from the Airport Manager and be available for inspection by the Airport Manager upon reasonable request.

5.14.3 Those Entities that have an Agreement granting them the right to perform commercial Fueling are not required to apply for a Self-Fueling Permit.

5.14.4 Mobile fueling equipment may be stored by the permit holder in a leased area if the area complies with NFPA 407 and is in a containment area meeting EPA and DNREC standards.

5.14.5 Prior to permit issuance and subsequently upon request by the Airport Manager, the Permittee shall provide evidence of ownership (and/or lease agreement) of any Aircraft being Fueled by the Permittee or his/her employee(s). Aircraft that are leased must be under the complete operational control of the Permittee and leased for a minimum of six (6) months. The Permittee may be required to show proof that the person fueling the Aircraft is an employee of the Permittee (proof may be a copy of the employee's W-2 Statement).

5.14.6 Permittee shall report all Fuel dispensed during each calendar quarter and submit a summary report along with the appropriate Fuel Flowage Fee due to the Airport on or before the 15th of each subsequent month.

5.14.7 Permittee shall during the term of the Permit and two (2) years thereafter maintain records identifying the total number of aviation Fuel gallons purchased and delivered. Records shall be made available for audit by the Airport Manager or representatives from the County. In the case of a discrepancy, Permittee shall promptly pay, in cash, all additional fees and charges due the Airport, plus interest on the unpaid balance at the maximum rate allowable by law from the date originally due.

5.14.8 Permittees must possess insurance coverage in amounts no less than specified in the Airport Minimum Standards or existing lease agreements.

6 FIRE AND SAFETY

6.1 **General Rule**

6.1.1 No person in or upon the Airport shall do or omit to do any act if the doing or omission thereof endangers unreasonably, or is likely to endanger unreasonably, persons or property. All persons using, in any way, the Airport shall

exercise the utmost care to guard against fire and injury to persons or property. All fire and safety recommendations emanating from the Airport Manager or the Town of Georgetown Fire Department shall be complied with by any and all tenants, lessees and personnel without delay.

6.2 **Obstructions**

6.2.1 All hangar doors, fire hydrants and pits, hose boxes, and all fire fighting apparatus and other appurtenances shall be kept clear of obstructions at all times.

6.3 **Elimination of Fire Hazards**

6.3.1 When the Airport Manager has, in writing, notified or requested any lessee, tenant, or other person on the Airport to correct or eliminate any fire hazard on the Airport for which such lessee, tenant, or other person is responsible, such lessee, tenant, or other person shall correct or eliminate such hazard in the manner and within the time prescribed in the written notification or request received by them.

6.4 **Explosives**

6.4.1 No person shall, keep, transport, handle, dispose or store at, in or upon the Airport any cargo of explosives or other dangerous articles which are barred from loading in or transportation by civil Aircraft in the United States under the provisions of the Federal Air Regulations. Any waiver of such regulations or of any part thereof by any competent governmental authority shall not constitute or be construed to constitute a waiver of this rule or an implied permission to keep, transport, handle or store such explosives or other dangerous articles at, in or upon the Airport.

6.5 **Radioactive Materials**

6.5.1 No person shall without prior permission of the Airport Manager, store, keep, handle, use or transport at, in or upon the Airport the following radioactive materials:

6.5.1.1 Source materials (as defined in Standards for Protection Against Radiation, promulgated by the Atomic Energy Commission. Title 10, Code of Federal Regulations, Part 20) including, but not limited to Uranium, Thorium, or any combination thereof (but not including the "unimportant quantities of source material" set forth in 10 CFR 40.13);

6.5.1.2 Special nuclear material (as defined in Standards for Protection Against Radiation promulgated by the Atomic Energy Commission, Title 10, Code of Federal Regulations, Part 20) including, but not limited to, Plutonium, Uranium 233. Uranium enriched in the

Isotope 233 or in the Isotope 235, or any material artificially enriched by any of the foregoing.

6.5.1.3 Nuclear reactor fuel elements that are partially expended or irradiated;

6.5.1.4 New nuclear reactor fuel elements;

6.5.1.5 Radioactive waste material;

6.5.1.6 Any radioactive material moving under an Interstate Commerce Commission special permit and escort.

6.5.2 Advance notice of at least forty-eight (48) hours shall be given the Airport Manager to permit full investigation and clearance for any operation requiring a waiver to this rule. The permission of the Airport Manager may be given to movements of radioactive materials only when such materials are packaged, marked, labeled and limited as required by the Interstate Commerce Commission and Federal Aviation Administration regulations applying to transportation of explosives and other dangerous articles and do not create undue hazard to life or property at the Airport.

6.6 **Firearms**

6.6.1 No person shall carry or possess a firearm on the Airport except:

6.6.1.1 Firearms enclosed in a carrying case or other container for shipment by air;

6.6.1.2 Firearms carried by law enforcement officers, peace officers, government employees, or members of the Armed Forces of the United States, Sussex County Council employees, when such person is on official duty which authorizes the possession of a firearm.

6.6.1.3 Firearms carried by persons approved by the Airport Manager during wildlife management activities.

6.6.1.4 Persons with a concealed weapon permit operating within the scope of the limitations of that permit.

6.7 **Fire Apparatus**

6.7.1 All tenants or lessees shall supply and maintain such adequate and readily accessible fire extinguishers as are approved by the National Fire Protection

Association for the particular hazard involved. All fire apparatus shall be maintained in first class operable condition.

6.8 Open Fires

6.8.1 No person shall start any open fires of any type, including but not limited to, open flame heaters, flare pots, or torches on any part of the Airport without permission from the Airport Manager.

6.9 Gasoline and Oil Spillage

6.9.1 Waste oil products must be placed in containers provided by the user and disposed of as the law requires. Disposing of oil on the pavement or on any grassed or planted area is prohibited, and any offender shall be liable for damage thereto as determined by the County.

6.10 Hazards To Aviation

6.10.1 No person shall operate or release any model Aircraft, rocket, kite, balloon, parachute, or other article or substance upon or over the boundaries of the Airport

or in Aircraft approach zones where a hazard to safe flight would be created, without the prior approval of the Airport Manager except:

6.10.1.1 Personnel of the National Weather Service, United States Department of Commerce, when performing their official duties;

6.10.1.2 Persons releasing seeds, sprays, dusts, or similar substances for horticultural or agricultural purposes over farms adjacent to the Airport.

6.11 **Combustible Refuse**

6.11.1 No person will dump any refuse, oil waste or soil-can waste in any storm sewer, drainage ditch or natural drain within or adjacent to the Airport boundary.

6.11.2 No person shall keep uncovered trash containers in any outside area. Covered trash containers shall have a means of securing trash container cover to the receptacle.

6.12 **Right Of Access To Airport Property**

6.12.1 The Airport Manager shall have the responsibility of providing and designating access gates in the perimeter fencing of the Airport for use by emergency equipment.

6.12.2 During emergency operations, the Airport Manager shall have the right to deny access to the Airport to any person not directly connected with the emergency or emergency response.

6.12.3 Pedestrian traffic beyond any portion of the perimeter fencing of the Airport to the scene of an Accident within the Airport is strictly prohibited.

6.13 **Discharge of a Pollutant and Air Contaminant Restricted**

6.13.1 Delaware law (7 Del. C, §6028) requires strict controls over the discharge of pollutants or air contaminants. Therefore, the following conditions apply at the Airport.

6.13.1.1 **Spills.** Any hazardous material or pollutant spill on a paved or unpaved surface of the Airport which covers a surface area whose diameter is six (6) feet [1.8 meters 25 gallons] or greater, must be reported to the Department of Natural Resources and Environmental Control (DNREC) of the State and to the Airport Manager.

6.13.1.2 **Spill Containment Capability.** All Fixed Base Operators (FBO's) and tenants with Self-Fueling capability shall have on hand at all times sufficient containment booms to form a three (3) inch high barrier around the spill if the circumference of the containment circle is sixteen (16) feet [4.9 meters]. Additionally, they shall have sufficient cleanup absorbents, pillows, pads, etc. to pick up a minimum of ten (10) gallons [37.85 liters] of the product and to store

the same (saturated booms, blankets, etc.) in a sealed container or containers until proper disposal can be effected. The salvage drum or drums shall be approved by the U.S. Department of Transportation (DOT-E-10102).

6.13.1.3 **De-icing.** The use of pavement and/or Aircraft deicers at the Airport requires prior written permission from the Airport Manager. The following conditions shall apply:

- No glycol-based deicer may be used on any Aircraft parking area or ramp under the control of the Airport Manager.
- Airport Manager shall inspect and approve of the containment plan and mechanisms to be used for Aircraft deicing operations by tenants on their demised premises before issuing permission for Aircraft deicing on the Airport.

6.13.1.4 **Aircraft Washing.** Aircraft may be washed only on the demised premises of a tenant and Public Areas of the Airport designated by the Airport Manager. Drains flowing into the sanitary sewer system must be approved by the Town of Georgetown and the Sussex County Engineering Department and shall be provided with oil-water separators. The Airport Manager reserves the right to require the use of biodegradable cleansing products.

6.13.1.5 **Right of Independent Action.** Should the Airport Manager determine that during the course of an environmental incident the responsible party is not capable of, has not, or refuses to take, the appropriate action in a timely manner to mitigate the adverse environmental incident (this determination is solely that of the Airport Manager), then the Airport Manager reserves the right to employ those actions or services that the Airport Manager determines appropriate to control and/or clean up the site. The cost of such actions or services shall be borne by the responsible party.

7 SECURITY

7.1 General

7.1.1 All FBOs, SASOs, Operators, and tenants shall comply with all Federal, State and local laws and with any Rules or Regulations currently in force, or imposed from time to time relating to security.

7.1.2 The Airport Manager may order any person to leave and/or remove any property or equipment from the Airport grounds immediately when, in his/her judgment, the person, property, or equipment poses an actual or apparent threat to the security of persons, property, or equipment on the Airport. Any person who fails to follow the order of the Airport Manager shall be subject to criminal prosecution for trespassing. The Airport Manager may immediately cause any

property or equipment to be removed and stored off-site at the owner's sole risk and expense and the owner shall promptly reimburse the Airport for all costs incurred.

7.1.3 All FBOs, SASOs and tenants shall be responsible for monitoring persons in their leased areas. This includes visitors, delivery, and fuel trucks.

7.1.4 All FBOs, SASOs and tenants with a gate or door that separates the general public and the AOA shall keep it closed and locked at all times when not present to monitor. If the gate or door has malfunctioned, the FBO, SASO or tenant shall take the necessary precautions to temporarily restrict access to the AOA and immediately notify the Airport Manager.

7.2 **Airfield Access Control Fence/Gates**

7.2.1 Airfield gate access cards will be issued to the following:

7.2.1.1 Owners of Based Aircraft (maximum 2 cards)

7.2.1.2 Tenants of aeronautical use properties (number of cards to be determined by agreement with the Airport Manager)

7.2.1.3 Registered Aircraft owners possessing a Long Term Parking permit (1 card only)

7.2.1.4 County employees, as approved by the Airport Manager

7.2.1.5 Contractors performing work requiring airfield access, as approved by the Airport Manager

7.2.1.6 Others, with Airport Manager approval

7.2.2 Gate access card holders are responsible for the proper use of the card. Card users must ensure only authorized persons are allowed access to the airfield during the use of their card.

7.2.3 The County may establish and charge reasonable fees for issuing airfield access control cards.

8 **PENALTIES**

8.1 **Violations**

8.1.1 Any person who knowingly, willfully, or recklessly violates any rule or regulation prescribed in these Rules and Regulations or any order or instruction issued by the Airport Manager herein may be removed or ejected from the Airport premises and may be denied the use of the Airport and its facilities.

8.2 **Notice Of Violation**

8.2.1 Upon the observance by the Airport Manager, his representatives, or any member of the Delaware State Police Department, of a violation of the Airport Rules and Regulations, an appropriate notice of violation will be issued. In the

event such violation is committed by an employee of an Airport tenant, notification of same shall be transmitted to the respective employer.

8.3 **Parking**

8.3.1 Any person parked in areas posted "No Parking" or other restricted or prohibited areas on Airport property shall pay a fine in the amount provided under any applicable county ordinance in effect on the date of the offense. Any motor vehicle parked or left standing in a posted "No Parking" area or other restricted or prohibited areas may be towed away or otherwise moved by the Airport Manager. Such motor vehicle shall be subject to a continuing possessory lien for the amount of said towing away or moving and for storage of said vehicle and the vehicle which must be paid before the vehicle is released to the owner of the vehicle.

8.4 **Tampering With Perimeter Fence**

8.4.1 Any person tampering with, cutting, or altering any portion of the perimeter fence to include gates, locks, and signs will be subject to the penalties provided by these rules and regulations and by Delaware law.

9 T-HANGAR POLICIES

9.1 **General**

9.1.1 This section applies only to County-owned T-hangars. If any of the following policies conflict with a current T-hangar lease agreement, the terms of the lease agreement will apply.

9.1.2 The primary use of the T-hangars shall be the storage of Aircraft and items incidental to the operation and maintenance of the stored Aircraft.

9.1.3 Storage of gasoline and aviation fuel is prohibited. Lubricating oils having a flash point at or above 140 degrees Fahrenheit may be stored in reasonable quantities provided that the product is stored in the original container and has the

original manufacturer's labeling (or that the product is stored in other suitable containers approved by the Airport Manager).

9.1.4 The following maintenance activities are prohibited:

9.1.4.1 Fuel transfer

9.1.4.2 Fuel tank repairs

9.1.4.3 Welding

9.1.4.4 Torch cutting

9.1.4.5 Torch soldering

9.1.4.6 Doping

9.1.4.7 Spray painting

9.1.5 Doors to multi-unit T-hangars are to be kept closed while unattended. Doors to single unit T-hangars may be kept open at the tenant's discretion.

9.1.6 There shall be no structural alterations made to buildings, wiring, piping, or other; no holes drilled or punched, no nails or screws driven into any floor, walls, or ceilings, without the written approval of the Airport Manager. Any repairs that need to be accomplished shall be reported to the Airport Manager's office.

9.1.6.1 Exception: Small nails or screws may be used on interior wooden walls/support structures to hang pictures, clocks, etc.

9.1.7 There shall be no lettering or signs or any other painting done in or on the building.

9.1.8 The occupant shall keep his/her section of the building, grounds, and aprons pertaining thereto in a clean, neat and orderly condition at all times.

9.1.9 The County shall inspect and certify all fire extinguishers annually. The T-hangar occupant is responsible for the storing, safekeeping, and maintaining of the fire extinguisher during his/her time of occupancy.

9.1.10 There shall be NO FUELING OR DEFUELING INSIDE THE T-HANGAR at any time.

9.1.11 Hangar lights should not be left on unless the occupant is using the facility.

9.1.12 Propane heaters shall not be left unattended.

9.1.13 No fuels or oils may be disposed of on the ground at any time when using the facility.

9.1.14 There will be no smoking inside the T-hangars at any time.

9.1.15 The Airport Manager shall have the right to enter the premises for the purpose of safety inspections, to inspect any repairs performed by tenant and to investigate suspected violations of the T-hangar Agreement. The Airport Manager will provide T-hangar tenants reasonable notice prior to entering the premises. An

immediate action necessary to respond to an emergency situation is an obvious exception.

9.1.16 Each tenant must show proof of adequate liability insurance (as described in the tenant's lease) before a unit will be rented.

9.2 **Waiting List Policy**

9.2.1 Vacant T-hangars will only be offered to persons on the T-Hangar Waiting List. In order for a person to appear on the T-Hangar Waiting List they shall complete and file a hangar application with Airport management. Applicants are solely responsible for maintaining a current address and telephone number on the application.

9.2.2 Position on the T-hangar waiting list

9.2.2.1 Waiting List position for new applications shall be determined by the date received at the Airport Office. A copy of the official date-stamped Application will be provided on request.

9.2.2.2 Positions on the hangar waiting list shall not be transferred, traded, or sold.

9.2.2.3 Persons removed from the Hangar Waiting List may restore their names to the bottom of the Waiting List by making a new application.

9.2.3 Hangar Offers

9.2.3.1 Hangar offers shall be made chronologically (oldest date/time to the most recent). The offer and a copy of these policies shall be made in a certified letter from the Airport Manager. To accept the offer, the applicant must:

- Reply in the affirmative within three business days of the date that the certified letter was delivered.
- Aircraft Acquisition: Have an Aircraft registered to the applicant in the hangar within 60 days from the commencement date of the hangar lease agreement.
- Provide the following within 30 days of notification:
 - A copy of the registration for the Aircraft to be stored, listing the applicant as the registered owner or a part owner of the Aircraft. For Aircraft registered to a business (corporation, LLC, etc), applicant must show proof of association with the business.
 - A pilot's certificate or student pilot's certificate.
 - Proof that they are at least 18 years of age (if requested).

9.2.3.2 Whenever the top position(s) on the Hangar Waiting List is (are) vacated, ~~a Certified Letter will be sent to the next three people on the waiting list notifying them of their position on the list.~~the

Delaware Coastal Airport website will be updated to reflect –the current waiting list.

9.2.4 Pass-over Policies

9.2.4.1 Every effort shall be made to contact the top position of the Waiting List by Certified Mail and telephone, as hangars become available.

9.2.4.2 A "not interested" response, non-contact, or failure to respond within three business days will be considered a Pass-Over.

9.2.4.3 Each Hangar applicant is permitted one "Pass-Over". Applicants will be removed from the T-Hangar Waiting List upon the second Pass-Over.

9.2.4.4 A Certified Letter will be sent advising the applicant of the "Pass Over".

9.2.4.5 A second offer will be made to a passed-over applicant only after filling the original T-hangar vacancy.

9.2.4.6 An applicant's rejection of a hangar offer based on insufficient space for the owned Aircraft will not be considered a pass-over. For example, a twin engine Aircraft owner offered a single engine-only capable hangar. The applicant will not lose position on the list in these cases. Pass Overs of adequately sized hangars will be handled using the above procedures.

9.3 **Purchase of an Aircraft stored in a T-hangar**

9.3.1 Purchaser(s) of an Aircraft already stored in a Sussex County T-hangar will be offered the opportunity to remain in the T-Hangar if the current tenant will not meet the above Hangar Offer requirements (i.e. Aircraft ownership within 30 days of Aircraft sale). Hangar Offer requirements above will be met by new owner. A new occupancy agreement will be executed with the new owner(s).

9.3.2 Purchaser(s) of an Aircraft already stored in a Sussex County T-Hangar that reject a hangar offer will not be put on the hangar waiting list unless a new application is submitted. In this case, they will be placed at the bottom of the list.

9.4 **Replacement Of Aircraft Listed On Agreement**

9.4.1 In the event a T-hangar tenant wishes to replace the Aircraft listed on the lease with another Aircraft (for example, tenant buys a different Aircraft), the

current agreement will be terminated and a new agreement will be written with the current tenant.

10 Flying Clubs

10.1 Definition

10.1.1 Flying clubs are organized groups of individuals who band together for the purpose of sharing expenses of owning and operating one or more aircraft. While a Flying Club may provide its members the same services as an FBO or SASO, it exists only to serve its members and thus offers no direct competition to an FBO.

10.2 Requirements

10.2.1 Flying Clubs shall not be required to meet the minimum standards stipulated for a Commercial Aeronautical Activity so long as the Flying Club meets the requirements of this section.

10.2.2 No member of a Flying Club shall receive compensation for services provided for such Flying Club or its members unless such member is an authorized Operator with the County.

10.2.3 No Entity shall use Flying Club Aircraft in exchange for compensation.

10.2.4 Each Flying Club member must have an ownership interest in Flying Club.

10.2.5 Flying Club shall keep on file and available for review by the Airport Manager, a complete membership list and investment (ownership) share held by each member including a record of all members (past and present) with full names, addresses, and the date the membership began and ended.

10.2.6 Flying Club shall file and keep current with the Airport Manager:

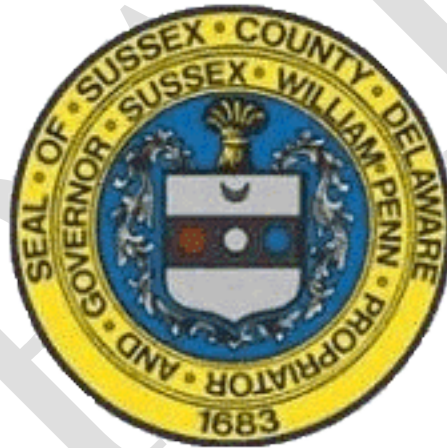
10.2.6.1 Copies of bylaws, articles of incorporation, operating rules, membership agreements, and the location and address of the club's registered office.

10.2.6.2 Roster of all officers and directors including home and business addresses and phone numbers.

10.2.6.3 Designee responsible for compliance with these Minimum Standards and other Regulatory Measures.

10.2.7 Flying Club Aircraft shall not be used by other than members (owners).

9.4.4-10.2.8 No member (owner) shall use Flying Club Aircraft for flight instruction of nonmembers.



~~Sussex County Airport~~ Delaware Coastal Airport Policies

Volume IV: Minimum Standards For Commercial Aeronautical Activity

*Adopted by Sussex County Council
July 31, 2012* Date

DRAFT

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1. Introduction

1.1 Purpose and Scope

1.1.1 The purpose of these Minimum Standards is to (1) encourage the provision of high quality products, services, and facilities to Airport users, (2) encourage the development of quality Improvements at the Airport; (3) promote safety, (4) promote the economic health of Airport businesses, (5) promote the orderly development of Airport property and (6) promote the health and growth of general aviation. To this end, all Entities desiring to engage in Commercial Aeronautical Activities (Activities) at the Airport shall be accorded reasonable opportunities, without unjust discrimination, to engage in such Activities, subject to the rules and regulations set forth in these Minimum Standards.

1.1.2 The following sections set forth the minimum standards for an Entity desirous of engaging in one or more Activities at the Airport. These Minimum Standards are not intended to be all-inclusive. Any Entity engaging in Activities at the Airport shall comply with all applicable Regulatory Measures pertaining to such Activities.

1.1.3 In all cases where the words "standards" or "requirements" appear, it shall be understood that they are modified by the word "minimum" except where a "maximum" is clearly identified. Determination of what constitutes an acceptable "minimum" and whether or not an Operator is in compliance with a standard shall be at the sole and exclusive discretion of the County. All Operators are encouraged to exceed the "minimums". No Operator shall occupy land or Improvements or engage in Activities at the Airport under conditions less than the "minimum".

1.1.4 Activities may exist which are too varied to reasonably permit the establishment of specific minimum standards. When specific Activities are proposed which do not fall within the categories in these Minimum Standards, the County shall develop appropriate minimum standards on a case-by-case basis and incorporate them into any Agreement or Permit relating to the occupancy or use of Airport land or Improvements or engaging in Activities, taking into consideration the desires of the Operator, the Airport, and the public interest in or demand for such Activities at the Airport.

1.1.5 Specialized Aviation Service Operators (SASOs) are encouraged to be subtenants of Fixed Base Operators (FBOs). However, if suitable land or Improvements are not available or cannot be secured from an FBO, SASOs may sublease Improvements from another SASO, lease land from the County and

construct Improvements on such land in the areas designated by the County, or lease Improvements from the County.

1.2 **Applicability**

1.2.1 These Minimum Standards shall apply to all providers of aeronautical services at the ~~Sussex County Airport~~Delaware Coastal Airport.

1.2.2 These Minimum Standards shall not be deemed to modify any existing Agreement under which an Entity is required to exceed these Minimum Standards, nor shall they prohibit the Airport from entering into or enforcing an Agreement that requires an Entity to exceed the Minimum Standards.

1.2.3 Operators currently providing Activities have 12 months from the date of the adoption hereof to become compliant with these Minimum Standards, unless otherwise determined by the County.

1.2.4 These Minimum Standards do not apply to

1.2.4.1 Free-lance FAA-certified flight instructors providing instruction in aircraft not owned by the instructor

1.2.4.2 FAA-certified mechanics providing services not normally available at the Airport to tenants of Aircraft storage spaces (including tie-downs) at the tenant's assigned storage space

1.2.4.3 FAA-certified mechanics providing services to itinerant aircraft to the extent required to make the Aircraft airworthy

1.3 **Review and Update**

1.3.1 The County shall review and update this document within 36 months of the last adoption by the County.

1.3.2 Minimum standards not updated within 36 months shall remain in effect until updated.

2. **General Requirements**

2.1 **Experience/Capability**

2.1.1 Operators shall demonstrate, in the sole judgment of the County, the capability of providing good quality products, services, and facilities or engaging in Activities in a good and workmanlike manner.

2.1.2 Operators shall demonstrate, in the sole judgment of the County, the financial responsibility and capability to develop and maintain Improvements;

procure and maintain required vehicles, equipment, or Aircraft; employ personnel; and engage in the Activity.

2.2 **Agreement/Approval**

2.2.1 No Entity shall engage in an Activity unless an Agreement authorizing such Activity has been entered into, and the Entity has received approval from the County to conduct the Activity at the Airport.

2.2.2 Future Agreements shall not reduce or limit Operator's obligations with respect to these Minimum Standards.

2.3 **Restricted Activities**

2.3.1 Activities not explicitly identified in these Minimum Standards shall be restricted at the Airport. No Entity shall engage in restricted activities at the Airport without the prior written permission of the County.

2.4 **Facility Maintenance**

2.4.1 Operators shall maintain the Leased Premises including, but not limited to, all related and associated appurtenances, landscaping, paved areas, installed Equipment, utility services, and security lighting in a neat and orderly condition as determined by the County.

2.4.2 Operators shall provide all necessary cleaning services for its Leased Premises, including janitorial and custodial services, trash removal services, and any related services necessary to maintain the Improvements in good condition, normal wear and tear excepted. If any such contracted services provider is provided access to the airfield, said contractor's access, whether authorized or not, will be the responsibility of the Lessee.

2.4.3 Operators shall replace in like kind, as determined by the County and/or property owner, any property damaged by its Employees, patrons, or Operator's Activities.

2.5 **Products, Services, and Facilities**

2.5.1 Operators shall furnish their services on a reasonable, and not unjustly discriminatory, basis to all users thereof. They may charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the Operator may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

2.5.2 Operators shall conduct its Activities on and from their Leased Premises in a safe, efficient, manner consistent with the degree of care and skill exercised by

experienced operators providing comparable products, services, and facilities and engaging in similar Activities from similar leaseholds in like markets.

2.6 **Non-Discrimination**

2.6.1 Operator shall not discriminate against any person or class of persons by reason of race, color, creed, sex, religion or national origin in providing any products or services or in the use of any of its facilities provided for the public, in any manner prohibited by applicable Regulatory Measures.

2.7 **Licenses, Permits, Certifications, and Ratings**

2.7.1 Operator and Operator's personnel shall obtain and comply with, at Operator's sole expense, all necessary licenses, permits, certifications, or ratings required for the conduct of Operator's Activities at the Airport as required by the County or any other duly authorized Agency prior to engaging in any Activity at the Airport. Upon request, Operator shall provide copies of such licenses, permits (including building permits), certifications, or ratings to the Airport Manager.

2.8 **Personnel**

2.8.1 Operator shall have in its employ, on duty, and on premises during operating hours, trained personnel in such numbers as are required to meet these Minimum Standards and to meet the reasonable demands of the aviation public for each Activity being conducted in a safe and efficient manner.

2.8.2 Operator shall provide responsible and qualified supervisory personnel to supervise Activities and such personnel shall be authorized to represent and act for and on behalf of Operator during all hours of Activities. When such personnel are not on the Leased Premises, he/she/they shall be immediately available by telephone or pager.

2.9 **Multiple Activities**

2.9.1 When more than one Activity is conducted, Operators shall meet the requirements for each Activity. Requirements shall not necessarily be cumulative.

2.9.2 Operators shall comply with the aircraft requirements, including the equipment thereon for each aeronautical service to be performed except that multiple uses can be made of all aircraft owned or under lease by Operator except aircraft used for crop dusting, aerial application, or other commercial use of chemicals.

3. Fixed Base Operator (FBO)

3.1 **Definition**

3.1.1 Fixed Base Operator means a commercial Entity who engages in the primary activity of Aircraft refueling and a minimum of one (1) of the following secondary activities pursuant to an Agreement with the Sussex County Council:

flight training; aircraft rental; the sale, storage and/or hangaring of Aircraft; the services of maintenance, repair and/or modification of Aircraft, engines or other equipment; air charter or air taxi operations; the cleaning and provisioning of aircraft; and the provision of transient and related services.

3.2 **Minimum Standards**

3.2.1 The FBO shall maintain at least one (1) single product truck for dispensing AVGAS. The truck shall meet all Federal, State, and County standards for fuel handling equipment.

3.2.2 FBO shall provide one (1) 10,000 gallon above ground AVGAS storage tank and shall meet all applicable Federal, State, and County standards for fuel storage.

3.2.3 FBO shall provide fuel and oil dispensing service eight (8) hours per day, seven days a week.

3.2.4 FBO shall maintain insurance specified in Appendix A.

4. **Aircraft Maintenance Operator (SASO)**

4.1 **Definition**

4.1.1 An Aircraft Maintenance Operator is a Commercial Operator engaged in providing maintenance, preventive maintenance, rebuilding, and alteration of Aircraft airframes, engines, propellers, appliances, or component parts of such Aircraft (as described in FAR Part 43, Appendix A). Typically, this type of repair is performed on the aircraft, although it may also include the bench repair of items

removed from an aircraft that are intended to be replaced on that aircraft. This category of service also includes the sale of aircraft parts and accessories.

4.2 **Minimum Standards**

4.2.1 SASO shall provide aircraft maintenance services eight (8) hours per day, five (5) days per week.

4.2.2 SASO shall employ and have on duty during the appropriate business hours, not less than one (1) person who possesses the appropriate FAA certificate(s) for the work being performed.

4.2.3 SASO shall provide a permanent building or hangar facility appropriate to the work performed.

4.2.4 SASO shall make available restrooms and customer and employee parking.

4.2.5 SASO shall maintain insurance specified in Appendix A.

5. Aircraft Rental Operator (SASO)

5.1 **Definition**

5.1.1 An Aircraft Rental Operator is a Commercial Operator engaged in the leasing or rental of general aviation Aircraft to the public.

5.2 **Minimum Standards**

5.2.1 SASO shall own or have exclusive lease (in writing) of one (1), two-seat Aircraft. Aircraft will be maintained in accordance with all applicable FAA regulations.

5.2.2 SASO shall maintain insurance specified in Appendix A.

6. Flight Training Operator (SASO)

6.1 **Definition**

6.1.1 A Flight Training Operator is a Commercial Operator engaged in providing flight instruction to the public and/or providing such related ground school

instruction as is necessary to complete the knowledge and/or practical tests for any category of pilot certificate or rating.

6.2 **Minimum Standards**

6.2.1 The SASO shall have available for use in flight training an aircraft properly certified for use in the flight instruction being offered.

6.2.2 The SASO shall employ at least one (1) flight instructor who has been properly certified by the FAA to provide the type of training offered.

6.2.3 SASO shall maintain insurance specified in Appendix A.

7. Aircraft Sales Operator (SASO)

7.1 **Definition**

7.1.1 An Aircraft Sales Operator is a Commercial Operator engaged in purchasing and selling of new and/or used Aircraft through various methods including matching potential customers with an Aircraft (brokering),

assisting a customer in the purchase or sale of an Aircraft, or purchasing used Aircraft and marketing them to potential purchasers.

7.2 **Minimum Standards**

7.2.1 SASO shall maintain insurance specified in Appendix A.

8. Aircraft Storage Operator (SASO)

8.1 **Definition**

8.1.1 An aircraft storage operator leases and rents hangars or hangar space, multiple T-hangars, and/or tie-down space to aircraft owners or operators solely for aircraft storage purposes.

8.2 **Minimum Standards**

8.2.1 SASO shall maintain insurance specified in Appendix A.

9. Air Charter or Air Taxi Operator (SASO)

9.1 **Definition**

9.1.1 An Aircraft Charter or Air Taxi Operator provides air transportation of persons or property to the general public for hire, either on a scheduled or unscheduled basis, or as defined by the FAR Parts 119 and 135.

9.2 **Minimum Standards**

9.2.1 SASO shall have available for charter or air taxi, either owned or under written lease to SASO, at least one Aircraft, FAA-certified and currently airworthy, for visual and/or instrument flight conditions.

9.2.2 If a helicopter is used, helicopter must be equipped for VFR at night and VFR over-the-top conditions.

9.2.3 SASO shall employ one FAA-certificated Commercial Pilot, appropriately rated to conduct the type of air service offered.

9.2.4 SASO shall establish and publish its hours of operation and telephone numbers, including a number to be used in case of an emergency.

9.2.5 SASO shall make available a customer waiting area capable of accommodating the largest number of passengers carried by any single owned or leased Aircraft. Waiting areas must have access to a restroom.

9.2.6 SASO shall maintain insurance specified in Appendix A.

10. Specialized Commercial Aeronautical Operators (SASO)

10.1 **Definitions**

10.1.1 A Specialized Commercial Aeronautical Operator is a Commercial Operator engaged in providing Limited Aircraft Services and Support, Miscellaneous Commercial Services and Support, or Air Transportation Services for Hire.

10.1.1.1 **Limited Aircraft Services and Support** - are defined as limited Aircraft, engine, or accessory support (for example, washing, cleaning, painting, upholstery, etc.) or other miscellaneous Activities directly related to Aircraft services and support.

10.1.1.2 **Miscellaneous Commercial Services and Support** - are defined as charter flight coordinators, aircrew or aviation management, aerial advertising, or any other miscellaneous Activities directly related to supporting or providing support services for a Commercial Activity.

10.1.1.3 **Air Transportation Services for Hire** - are defined as non-stop sightseeing flights (flights that begin and end at the Airport and are conducted within 25 statute mile radius of the Airport); flights for aerial photography or survey; firefighting; power line, underground cable, or pipe line patrol; or any other miscellaneous Activities directly related to air transportation services for hire (e.g., helicopter operations in construction or repair work).

10.2 **Minimum Standards**

10.2.1 SASO shall provide dedicated space for employee office, work areas, and storage to accommodate the functions associated with the Activity.

10.2.2 SASO shall maintain insurance specified in Appendix A.

11. Flying Clubs

11.1 Definition

~~11.1.1 Flying clubs are organized groups of individuals who band together for the purpose of sharing expenses of owning and operating one or more aircraft. While~~

~~a Flying Club may provide its members the same services as an FBO or SASO, it exists only to serve its members and thus offers no direct competition to an FBO.~~

~~11.2 Requirements~~

~~11.2.1 Flying Clubs shall not be required to meet the minimum standards stipulated for a Commercial Aeronautical Activity so long as the Flying Club meets the requirements of this section.~~

~~11.2.2 No member of a Flying Club shall receive compensation for services provided for such Flying Club or its members unless such member is an authorized Operator with the County.~~

~~11.2.3 No Entity shall use Flying Club Aircraft in exchange for compensation.~~

~~11.2.4 Each Flying Club member must have an ownership interest in Flying Club.~~

~~11.2.5 Flying Club shall keep on file and available for review by the Airport Manager, a complete membership list and investment (ownership) share held by each member including a record of all members (past and present) with full names, addresses, and the date the membership began and ended.~~

~~11.2.6 Flying Club shall file and keep current with the Airport Manager:~~

~~11.2.6.1 Copies of bylaws, articles of incorporation, operating rules, membership agreements, and the location and address of the club's registered office.~~

~~11.2.6.2 Roster of all officers and directors including home and business addresses and phone numbers.~~

~~11.2.6.3 Designee responsible for compliance with these Minimum Standards and other Regulatory Measures.~~

~~11.2.7 Flying Club Aircraft shall not be used by other than members (owners).~~

~~11.2.8 No member (owner) shall use Flying Club Aircraft for flight instruction of nonmembers.~~

~~12.11. Procedural Guidelines for Commercial Aeronautical Activity Application/Permit~~

~~12.11.1 Application~~

~~12.1.11.1.1 Any Entity without an existing Agreement desiring to engage in a Commercial Aeronautical Activity at the Airport must submit an application to the~~

Airport for a Commercial Activity Permit. The application must contain all information necessary to describe the proposed Activity.

~~12.1.2~~11.1.2 The prospective Operator shall submit any additional information that may be required or requested by the Airport in order to properly evaluate the application and/or facilitate an analysis of the prospective operation.

~~12.2~~11.2 **Approval**

~~12.2.1~~11.2.1 Once completed, the application and all accompanying materials shall be submitted to the Airport Manager for review.

~~12.2.2~~11.2.2 The Airport Manager will review the application package for completeness. No application will be deemed complete that does not provide the Airport and County with the information necessary to allow the Airport and County to make a meaningful assessment of applicant's prospective operation and determine whether or not the prospective operation will comply with all applicable Regulatory Measures (including all applicable Airport Policy Documents) and be compatible with the Airport's Master Plan.

~~12.2.3~~11.2.3 After review by the Airport Manager, the application will be sent to the Sussex County Council for review and approval.

~~12.2.4~~11.2.4 After the County approves the application and evidence of adequate insurance coverage has been supplied to the County, a Permit will be issued.

~~12.3~~11.3 **Reasons for Disapproval**

~~12.3.1~~11.3.1 The applicant does not meet qualifications standards and requirements established by these Minimum Standards.

~~12.3.2~~11.3.2 The applicant's proposed operations or construction will create a safety hazard on the Airport.

~~12.3.3~~11.3.3 The granting of the application will require the expenditure of County funds, labor or materials on the facilities described in or related to the application, or the operation will result in a financial loss to Sussex County.

~~12.3.4~~11.3.4 There is no appropriate or adequate available space or building on the Airport to accommodate the entire activity of the applicant.

~~12.3.5~~11.3.5 The proposed operation, Airport development, or construction does not comply with the approved Airport Layout Plan.

~~12.3.6~~11.3.6 The development or use of the area requested will result in a congestion of aircraft or buildings, or will result in unduly interfering with the operations of any present FBO or SASO on the Airport.

~~12.3.7~~11.3.7 Any party applying or having an interest in the business has supplied false information or has misrepresented any material fact in the application

or in supporting documents, or has failed to make full disclosure on the application.

~~12.3.8~~11.3.8 Any party applying or having an interest in the business has a record of violating the Rules or the Rules and Regulations of any other Airport, Federal Aviation Regulations, or the Rules and Regulations of this Airport.

~~12.3.9~~11.3.9 Any party applying or having an interest in the business has defaulted in the performance of any lease or other Agreement with the ~~Sussex County Airport~~Delaware Coastal Airport or any lease or other Agreement on any other airport.

~~12.3.10~~11.3.10 Any party applying or having an interest in the business is not sufficiently credit worthy and responsible in the judgment of the Sussex County Council to provide and maintain the business to which the application relates and to promptly pay amounts due under a permit/lease.

~~12.4~~11.4 **Permit**

~~12.4.1~~11.4.1 The Permit will be valid for the time period specified as long as the Operator meets the following requirements:

~~12.4.1.1~~11.4.1.1 The information submitted in the Application is current. The Operator shall notify the Airport Manager in writing within fifteen (15) days of any change to the information submitted in the Application.

~~12.4.1.2~~11.4.1.2 The Operator is in compliance with all applicable Regulatory Measures including, but not limited to, these Airport Policy Documents.

~~12.4.2~~11.4.2 The Permit may not be assigned or transferred without written approval by the Airport Manager or designee and shall be limited solely to the approved Activity.

~~12.5~~11.5 **Existing Operator with an Existing Agreement**

~~12.5.1~~11.5.1 No Change in Permitted Activities

~~12.5.1.1~~11.5.1.1 An existing Operator with an existing Agreement may engage in the Activities permitted under the Agreement without submitting an application for Permit provided that the Operator is in compliance with all applicable Regulatory Measures including, but not limited to, ~~Sussex County Airport~~Delaware Coastal Airport Policies.

~~12.5.2~~11.5.2 Change in Permitted Activities

~~12.5.2.1~~11.5.2.1 Prior to engaging in any Activity not permitted under the Agreement or changing or expanding the scope of the

Activities permitted under the Agreement, the Operator shall submit an application and obtain a Permit.

13.12. Appendix A.

13.12.1 Insurance requirements

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Sussex County Airport Insurance Matrix

Activity/Operator	Workers' Compensation / Employers Liability Statutory Limits	Airport Liability \$1,000,000 Per Occurrence	Products/ Completed Operations \$1,000,000 Per Occurrence & Aggregate	Hangarkeepers Liability \$1,000,000 Per Occurrence See Note 3	Aircraft Liability \$1,000,000 Per Occurrence	Student/Renters Liability \$100,000 Per Occurrence	Non-owned Aircraft Liability \$1,000,000 Per Occurrence	Business Automobile \$1,000,000 Per Accident See Note 5
Aviation Fuel Sales	X	X	X	X				X
Aircraft Maintenance [#]	X	X	X	X				
Aircraft Storage	X	X		X				
Aircraft Rental [#]	X	X				X		
Flight Training [#]	X	X				X		
Aircraft Sales [#]	X	X	X					
Air Charter or Air Taxi	X				X			
Specialized Commercial Aeronautical Services	X	Insurance Requirements Subject to Risk Analysis						
[#] For Activities Involving Flight Operations, Owned/Leased/Managed Aircraft Operations X Non-Owned Aircraft Operations X								

Notes:

1. All Operators shall:
 - a. Provide the Airport Manager current certificates of insurance that name "Sussex County, its elected and appointed officials and employees" as additional insureds with a waiver of subrogation as respects liability arising from Operator's activities at Sussex County Airport on all required insurance other than workers compensation/employers liability. If Operator carries higher insurance limits than the minimums required, those higher limits must be shown on the provided certificate of insurance.
 - b. Waive any right of recovery from Sussex County, its elected and appointed officials and employees for loss of or damage to aircraft used in permitted activities.
2. When more than one Activity is conducted, Operators shall meet the requirements for each Activity. Requirements shall not necessarily be cumulative.
3. Upon request by Operator, Sussex County will perform a risk analysis based on the number and types of aircraft to be serviced/stored that may result in a lower limit requirement.
4. Risk Analyses are subject to Sussex County Administrator approval.
5. Applies to fuel trucks not covered by Operator's Airport Liability insurance, while operated on Airport Premises.

Adopted by Sussex County Council

BECAUSE TIME MATTERS.



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EMS

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Sussex County EMS Georgetown, DE

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A handwritten signature in black ink, reading "Nancy A Brown".

Nancy Brown
Chief Executive Officer
American Heart Association

A handwritten signature in black ink, reading "Eric Smith".

Eric Smith, MD
Chairperson, Get With The Guidelines[®]
Steering Committee

A handwritten signature in black ink, reading "John Warner".

John Warner, MD
President American Heart Association

*For more information, please visit Heart.org/MLQualityAwards.




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

FROM: Robert L. Schoonover, Manager of EMS Logistics 

RE: VEHICLE PURCHASES RFP *BID AWARD*

DATE: July 24, 2018

Invitations to bid for the vehicle purchases RFP were advertised on June 27, 2018 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. Two (2) bids were received, one for vehicles and second for the EMS response truck up-fit.

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 and the up-fit of the EMS response Suburban's to First Due Customs, LLC of Seaford, DE.

This was the first time the fleet team developed and executed an all-inclusive RFP for county vehicle purchases. I like to take a moment to recognize your fleet team.

Representing Senior Leadership:	Michael Costello
County Fleet:	Dave Elliott
Safety:	Ron Verosko
Accounting:	Andrea Wall
	Kelly Collins
Engineering/Environmental Svs.:	Bobby Rodgers Jr.
	Teddy Hudson
	Sherita Bell
EMS:	Bobby Schoonover
	Shari Collins

Thank you for your continued support of the county fleet.

Caring People,
Quality Service



Todd F. Lawson
Administrator



SUMMARY 7-16-18

Specification	Bidder- Suburban Up Fit First Due Customs LLC	Bidder - Vehicles Hertrich Fleet Services	FY 19 Budgeted Quantity
Spec A			
	No Bid	Dodge Journey	
Small Suv Base		21,994.00	3
A3- Center		NA	
A4- Third Row		Standard	
A5-Light Bar		2,600.00	
Spec B			
	No Bid	Dodge Durango	
Mid Size SUV Base		26,549.00	1
B3 Cargo Door		Standard	
B4 Center Console		Available	
B5 Third Row		Included	
B6 light Bar		2,600.00	
Spec C			
	No Bid	Ford Transit connect	
Small Van Base		25,193.00	1
C3 Rear Defrost		445.00	
Back Up Cam Alarm		295.00	
Delete Light Bar		(2,481.00)	
Spec D			
	No Bid	Ford Transit 250	
3/4 Van Base		28,623.00	1
D3 Rear Windows		75.00	
D4 Back up Alarm		125.00	
D5 Light Bar Delete		(2,481.00)	
Spec E			
	No Bid	Ford Transit 350 Van	
1 Ton SRW Model Base		39,679.00	1
E3 Rear Windows		75.00	
E4 Back up Alarm		125.00	
e5 Delete light bar		(2,481.00)	
Spec F			
	No Bid	1500 Ram Crew Cab	
Crew Cab Pick up 150		28,841.00	10
F3- Spray in Liner		250.00	
F4 Vinyl Flooring		standard	
F5 Delete Light Bar		(2,600.00)	
F6 V8 Engine		1,800.00	
Spec F2			
	No Bid	Ram Quad Cab	
Super Cab Pick up 150		26,766.00	
F3- Spray in Liner		250.00	
F4 Vinyl Flooring		standard	
F5 Delete Light Bar		(2,600.00)	
F6 V8 Engine		1,800.00	
F7 8' Bed		Not Applicable	

Spec G1	No Bid	Ford F250 Super Cab	
Supercab 250		30,123.00	3
G3 Delete Bed & Service Body		8,520.00	
G4 Diesel Engine		8,391.00	
G5 Telscopic Roof		2,160.00	
G6 Snow Plow		7,255.00	
G7 Slide out Tray		2,200.00	
G8 Delete Light Bar		(2,481.00)	

Spec G2	No Bid	Ford F250 Crew Cab	
Crew Cab 250		31,626.00	
G3 Delete Bed & Service Body		8,520.00	
G4 Diesel Engine		8,391.00	
G5 Telscopic Roof		2,166.00	
G6 Snow Plow		7,255.00	
G7 Slide out Tray		2,200.00	
G8 Delete Light Bar		(2,481.00)	

Spec G3	No Bid	Ford F250 Super Cab	
Super CAb 250 8' bed		30,381.00	
G3 Delete Bed & Service Body		8,190.00	
G4 Diesel Engine		8,391.00	
G5 Telscopic Roof		2,190.00	
G6 Snow Plow		7,255.00	
G7 Slide out Tray		2,450.00	
G8 Delete Light Bar		(2,526.00)	

Spec G4	No Bid	Ford F250 Crew Cab	
Crew CAb 250 8' bed		31,977.00	
G3 Delete Bed & Service Body		8,190.00	
G4 Diesel Engine		8,391.00	
G5 Telscopic Roof		2,190.00	
G6 Snow Plow		7,255.00	
G7 Slide out Tray		2,450.00	
G8 Delete Light Bar		(2,587.00)	

Spec G5	No Bid	Ford F250 Crew Cab	
Crew CAb 250 6' bed		31,626.00	
G3 Delete Bed & Service Body		8,520.00	
G4 Diesel Engine		8,391.00	
G5 Telscopic Roof		2,160.00	
G6 Snow Plow		7,255.00	
G7 Slide out Tray		2,200.00	
G8 Delete Light Bar		(2,587.00)	

Spec H5	No Bid	F350	
Crew Cab 350		36,192.00	1
Super Cab 350		33,320.00	
H4 Delte Bed and Super Body		25,525.00	
H5 Optional Diesel Engine		8,391.00	
H6 Snow Plow		7,255.00	
H7 Delete Light Bar		(2,587.00)	
H8 Delete Dual Wheels		(886.00)	

Spec I		No Bid	F550	
Dual Wheel Crew Cab 11'			65,989.00	1
Snow Plow			7,255.00	
I-3 Delete Light Bar			(2,587.00)	

Spec J			Suburban	
4WD Suburban Base	No Bid		43,148.00	4

Spec J3				
Suburban Up Fits		12,968.06		4

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, 2018. 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, 2018 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
- 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
- 550/5500 Service Body Truck
- Suburban 4WD Model

The request for proposals may be obtained by visiting Sussex County's website <http://www.sussexcountype.gov/legal-notices/bids> or by contacting Allison Jernigan at 302-858- 5330 or ajernigan@sussexcountype.gov. Questions shall be directed to Robert Rogers III at 302- 855-7730 or rrogers@sussexcountype.gov. Questions for the Suburban and Suburban up-fit shall be directed to Robert Schoonover at 302-858-5506 or rschoonover@sussexcountype.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.

270020 6/27;7/5/2018

July 24, 2018

Motion # 1:

Be it moved that Sussex County Council accepts from, the lowest responsible bidder Hertrich Fleet Services of Milford, DE request for various vehicle proposals Specifications A through J for 2019 model year.

Motion # 2:

Be it moved that Sussex County Council accepts from, the lowest responsible bidder First Due Customs, LLC of Seaford DE four (4) conversion/up-fits to 2019 model year Chevrolet Suburban vehicles for the use as Paramedic response vehicles at a cost of \$ 12,968.00 each, total award of \$ 51,872.00.

Submitted by: Robert Schoonover, Manager of Logistics
Sussex County Department of Emergency Medical Services

And

Robert Rogers III., District Manager
Sussex County Environmental Services
South Coastal Regional Waste Water Facility

HERTRICH FLEET SERVICES, INC

1427 Bay Road Milford, DE 19963

Ford - Chevrolet - Dodge - Jeep
Lincoln - Honda - Buick - GMC - Toyota - Nissan

(800) 698-9825

(302) 422-3300

Fax: (302) 839-0555

July 12, 2018

Sussex County Administrative Office Building
C/C Gina A. Jennings, Finance Director
2 The Circle
Georgetown, DE 19947

RE: Bid for Sussex County Vehicle Purchases

Dear Ms. Jennings,

Enclosed find our response to the bid referenced above. I appreciate the opportunity to provide pricing for the vehicles requested. As you review, please contact me or Jim Blecki with any questions.

I look forward to hearing from you.

Respectfully submitted,



Christopher Wilder
Vice President

HERTRICH FLEET SERVICES, INC.

1427 Bay Road Milford, DE 19963

Ford - Chevrolet - Dodge - Jeep
Lincoln - Mercury - Buick - GMC - Toyota - Nissan

(800) 698-9825

(302) 422-3300

Fax: (302) 839-0555

Exceptions to Sussex County Government Vehicle Purchases

All Categories

Regarding vehicle dimensions, not all 2019 information has been published and may vary slightly. These are all manufacturers' standard dimensions for each vehicle category.

All weather floor mats cannot be provided with vinyl/rubber floors. There is no way to attach them and could pose a liability concern.

Delivery dates are provided to the best of our ability given our extensive experience with fleet vehicles. Up-fits add additional time as there have been delays for bodies being shipped.

Specifications – see notes on each spec sheet

BID FORM

To: Sussex County Government
For: Sussex County Vehicle Purchases

Bidder Acknowledgements

The undersigned Bidder has carefully examined the Instructions to Bidders and the Specifications, the Agreement, and all other portions of this Request for Proposal for the performance of the above-named project, and shall deliver the equipment in accordance with the requirements of the Contract Documents.

The Bidder certifies by the submission of this Bid that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the product or services shipped or ordered as a result of this Bid. The successful Bidder shall, at his own expense, defend any and all actions or suits charging such infringements, and will save Sussex County, and its appointed and elected officials, officers, partners, directors, employees, and agents harmless from any and all liability, loss, or expense occasioned by any such violation.

The undersigned Bidder acknowledges receipt of all Addenda issued during the bidding process.

Confidentiality

If Bidder considers any portion of its Bid to be confidential, Bidder shall be required to isolate and identify in writing any confidential portions thereof. Bidder shall include, with this designation, a statement that explains and supports the Bidder's claim that the items identified as confidential contain trade secrets or other proprietary data. In submitting its Bid, Bidder acknowledges that its Bid, whether successful or not, shall be subject to disclosure and available for public inspection and copying in accordance with the Delaware Freedom of Information Act, 29 Del. C., Chapter 100, except to the extent withholding such information is permitted under the Act or otherwise permitted by law.

Basis of Bid

This Bid includes all other applicable taxes and fees.

The undersigned Bidder further understands that all equipment covered by this Bid shall be new and of the best quality and the highest-grade workmanship.

Dated:

(If an Individual, Partnership, Limited Liability Company, or Non-Incorporated Organization)

Name of Business: _____

Signature of Bidder: _____

By: _____

Business Address: _____

BID FORM - continued

Names and _____

Address of _____

Members _____

(If a corporation)

Name of Business: Hertrich Fleet Services Inc

Signature of Bidder: 

By: Chris Wilder VP

Business Address: 1427 Bay Road
Milford, DE 19963

Incorporated under the laws of the State of: Delaware

President's Name Frederick W. Hertich III
(Address) Seaford DE 19973

Secretary's Name Frederick W Hertich
(Address) Seaford DE 19973

Treasurer's Name Gregory Mayer
(Address) Seaford DE 19973

Affix Corporate Seal

BID SCHEDULE**Specification A**Small SUV, AWD Model: 2018/2019 Dodge Journey SE AWDDelivery Time: 60-90 daysCutoff Date for Ordering: 2018 - Oct. 11, 2018 will hold pricing for 2019
model year**Base Bid:**

Item	Description	Total Price
A-1	Furnish Small SUV AWD	\$21,994 ⁰⁰
A-2	Delivery Charge	Included
	Total Base Bid	\$21,994 ⁰⁰

Add/Alternate Bid Items:

Item	Description	Price
A-3	Remove Center Console & Equipment Space	N/A
A-4	Third Row Fold Down Seat	Standard
A-5	Light Bar, 4 Corner Lights	\$2600 ⁰⁰

Specification BMid-Size SUV, 4WD Model: 2019 Dodge Durango SXT AWDDelivery Time: 60-120 days Production begins 8/28/18Cutoff Date for Ordering: TBD**Base Bid:**

Item	Description	Total Price
B-1	Furnish Mid-Size SUV 4 Wheel Drive	\$26,549 ⁰⁰
B-2	Delivery Charge	Included
	Total Base Bid	\$26,549 ⁰⁰

Add/Alternate Bid Items:

Item	Description	Price
B-3	Add Lift Up Cargo Door	Standard
B-4	Remove Center Console & Equipment Space	Available
B-5	Third Row Fold Down Seat	Included Line 4 in Bid
B-6	Light Bar, 4 Corner Lights	\$ 2600

Exception: No factory provision for aftermarket roof mounted light bar or recovery hooks

Specification C

Small Delivery Van, FWD Model: 2019 FORD TRANSIT CONNECT

Delivery Time: 20-22 WEEKS FROM ORDER RECEIPT

Cutoff Date for Ordering: 11/14/2018

Base Bid:

Item	Description	Total Price
C-1	Furnish Small Delivery	\$ 25193
C-2	Delivery Charge	NC
	Total Base Bid	\$ 25193

Add/Alternate Bid Items:

Item	Description	Price
C-3	Rear Windows with Defrost	\$ 445
C-4	Back Up Camera and Alarm	\$ 295
C-5	Delete Light Bar, 4 Corner Lights (Credit)	\$ (2481)

EXCEPTION - ENGINE IS 2.0L GDI I-4

11 ALL WEATHER FLOOR MATS NA W/VINYL FLOOR

Specification D

¾ Ton Van Model: 2019 FORD TRANSIT NA T250

Delivery Time: 14-16 WEEKS FROM JOB 1 DATE OF 9/4/18

Cutoff Date for Ordering: NOT YET PUBLISHED BY MANUFACTURER

Base Bid:

Item	Description	Total Price
D-1	Furnish ¾ Ton Van	\$ 28623
D-2	Delivery Charge	NC
	Total Base Bid	\$ 28623

Add/Alternate Bid Items:

Item	Description	Price
D-3	Rear Windows	\$ 75
D-4	Back Up Alarm	\$ 125
D-5	Delete Light Bar, 4 Corner Lights (Credit)	< 2481 >

EXCEPTIONS - GVWR IS 9000LB

ALL WEATHER MATS NA WITH VINYL FLOOR

Specification E

1 Ton SRW Van Model: 2019 FORD TRANSIT NA T350 VAN

Delivery Time: 14-16 WEEKS FROM JOB #1 DATE 9-14-18 + UNFITTING

Cutoff Date for Ordering: NOT YET PUBLISHED BY MANUFACTURER

Base Bid:

Item	Description	Total Price
E-1	Furnish 1 Ton SRW Van	39,679
E-2	Delivery Charge	NC
	Total Base Bid	\$ 39,679

Add/Alternate Bid Items:

Item	Description	Price
E-3	Rear Windows	\$ 75
E-4	Back Up Alarm	\$ 125



E-5	Delete Light Bar, 4 Corner Lights (Credit)	2481
-----	--	------

ALL WEATHER FLOOR MATS N/A WITH
EXCEPTION - VINYL FLOOR COVERING

Specification F-1Crew Cab Pickup 150/1500 Model 4WD: 2019 Ram 1500 DS Crew Cab 4x4Delivery Time: 60-120 daysCutoff Date for Ordering: TBD**Base Bid:**

Item	Description	Total Price
F1-1	Furnish Crew Cab Pickup 4WD	\$ 28,841 ⁰⁰
F1-2	Delivery Charge	Included
	Total Base Bid	\$ 28,841 ⁰⁰

Add/Alternate Bid Items:

Item	Description	Price
F1-3	Spray in Liner	\$ 250 ⁰⁰
F1-4	Vinyl flooring	Standard
F1-5	Delete Light Bar, 4 Corner Lights (Credit)	(- \$ 2600)
F1-6	V-8 Engine	\$ 1,800 ⁰⁰

Exception: No factory provision for light bar

Specification F-2

Double or Super Cab Pickup 150/1500 Model 4WD:

2019 Ram STD Quad Cab 4x4Delivery Time: 60-140 daysCutoff Date for Ordering: TBD**Base Bid:**

Item	Description	Total Price
F2-1	Double or Super Cab Pickup 4WD	\$ 26,766 ⁰⁰
F2-2	Delivery Charge	Included
	Total Base Bid	\$ 26,766 ⁰⁰

Add/Alternate Bid Items:

Item	Description	Price
F2-3	Spray in Liner	\$ 250 ⁰⁰
F2-4	Vinyl flooring	Standard
F2-5	Delete Light Bar, 4 Corner Lights (Credit)	(-\$ 2600)
F2-6	V-8 Engine	\$ 1800 ⁰⁰
F2-7	8' Bed	N/A

Exception: No factory provision for light bar.

Specification G

G-1

-1

Double or Super Cab Pickup Truck 250/2500 Model: 2019 F250 SUPER CAB

Delivery Time: 16-18 WEEKS + UNFITTING

Cutoff Date for Ordering: NOT YET PUBLISHED

Base Bid:

Item	Description	Total Price
G1-1	Furnish Double Cab with 6½' bed	\$ 30,123
G1-2	Delivery Charge	NC
	Total Base Bid	\$ 30,123

Add/Alternate Bid Items:

Item	Description	Total Price
G1-3	Delete Bed and add Service Body	\$ 8520
G1-4	Optional Diesel Engine	\$ 8391
G1-5	Telescopic Roof on Utility Body	\$ 2160
G1-6	Snow Plow	\$ 7255
G1-7	Slide Out Tray	\$ 2200
G1-8	Delete Light Bar, 4 Corner Lights (Credit)	\$ <2481>

EXCEPTIONS - ALL WEATHER FLOOR MATS NA WITH VINYL FLOORS
 BED LENGTH IS 6.75"
 WEATHER GUARD FULL OUT DRAWER HAS 70% EXTENSION

Specification G

G-2

-2

Crew Cab Pickup Truck 250/2500 Model: 2019- FORD F250 CREW CABDelivery Time: 14-16 WEEKS + UP FITTINGCutoff Date for Ordering: NOT YET PUBLISHED BY MANUFACTURER**Base Bid:**

Item	Description	Total Price
G2-1	Furnish Crew Cab with 6½' bed	\$ 31626
G2-2	Delivery Charge	NC
	Total Base Bid	\$ 31626

Add/Alternate Bid Items:

Item	Description	Price
G2-3	Delete Bed and add Service Body	+ \$ 8520
G2-4	Optional Diesel Engine	\$ 8391
G2-5	Telescopic Roof on Utility Body	\$ 2166
G2-6	Snow Plow	\$ 7255
G2-7	Slide Out Tray	\$ 2200
G2-7	Delete Light Bar, 4 Corner Lights (Credit)	\$ <2481>

EXCEPTIONS - ALL WEATHER FLOOR MATS NA WITH VINYL FLOOR
 BED LENGTH IS 6.75'
 WEATHER GUARD PULL OUT DRAWER HAS 70% EXTENSION

Specification G

G-3

-3

Double or Super Cab Pickup Truck 250/2500 Model: 2019 FORD F250 SUPER CAB

Delivery Time: 14-16 WEEKS + UPFITTING

Cutoff Date for Ordering: NOT YET PUBLISHED BY MANUFACTURER

Base Bid:

Item	Description	Total Price
G3-1	Furnish Double Cab with 8' bed	\$ 30,381
G3-2	Delivery Charge	NC
	Total Base Bid	\$ 30,381

Add/Alternate Bid Items:

Item	Description	Price
G3-3	Delete Bed and add Service Body	\$ 8,190
G3-4	Optional Diesel Engine	\$ 8,391
G3-5	Telescopic Roof on Utility Body	\$ 2,190
G3-6	Snow Plow	\$ 7,255
G3-7	Slide Out Tray	\$ 2,450
G3-8	Delete Light Bar, 4 Corner Lights (Credit)	(2,526)

EXCEPTIONS

ALL WEATHER MATS - N/A WITH VINYL FLOORS

WEATHER GUARD PULL OUT DRAWER HAS 70% EXTENSION

Specification G

G-4

-4

Crew Cab Pickup Truck 250/2500 Model: 2019 FORD F250 CREW CAB
 Delivery Time: 14-16 WEEKS + UPFITTING
 Cutoff Date for Ordering: NOT YET PUBLISHED BY MANUFACTURER

Base Bid:

Item	Description	Total Price
G4-1	Furnish Crew Cab with 8' bed	\$ 31,977
G4-2	Delivery Charge	NC
	Total Base Bid	\$ 31,977

Add/Alternate Bid Items:

Item	Description	Price
G4-3	Delete Bed and add Service Body	\$ 8190
G4-4	Optional Diesel Engine	\$ 8391
G4-5	Telescopic Roof on Utility Body	\$ 2190
G4-6	Snow Plow	\$ 7255
G4-7	Slide Out Tray	\$ 2450
G4-8	DELETE LIGHT BAR 4 CORNERS	(2587)

EXCEPTIONS: ALL WEATHER MATS NA WITH VINYL FLOORS
 WEATHERGUARD PULL OUT DRAWER HAS 70% EXTENSION

G-5

Specification G

-5

Crew Cab Pickup Truck 250/2500 Model: 2019 FORD F250 CREW CAB

Delivery Time: 14-16 WEEKS + UNFITTING

Cutoff Date for Ordering: NOT YET PUBLISHED BY MANUFACTURER

Base Bid:

Item	Description	Total Price
G5-1	Furnish Crew Cab with 6¾' bed	\$ 31626
G5-2	Delivery Charge	nc
	Total Base Bid	\$ 31626

Add/Alternate Bid Items:

Item	Description	Price
G5-3	Delete Bed and add Service Body	\$ 8520
G5-4	Optional Diesel Engine	\$ 8391
G5-5	Telescopic Roof on Utility Body	\$ 2160
G5-6	Snow Plow	\$ 7255
G5-7	Slide Out Tray	\$ 2200
G5-8	Delete Light Bar, 4 Corner Lights (Credit)	\$ (2587)

EXCEPTIONS: ALL WEATHER FLOOR MATS NA WITH VINYL FLOOR
 WEATHER GUARD PULL OUT DRAWER HAS 70% EXTENSION

Specification H

Pickup Truck 350/3500 Model: 2019 - FORD F350

Delivery Time: 14-16 WEEKS + ADELITING

Cutoff Date for Ordering: NOT SET PUBLISHED BY MANUFACTURER

Base Bid:

Item	Description	Total Price
H-1	Dual Wheel Crew Cab with 8' Bed	36,192
H-2	Dual Wheel Super Cab with 8' Bed	33,320
H-3	Delivery Charge	NC
	Total Base Bid: 36,192 (H1)	\$ 33,320 (H2)

\$ 69,520

Add/Alternate Bid Items:

Item	Description	Total Price
H-4	Delete Bed and add Super Body	\$ 25,525
H-5	Optional Diesel Engine	\$ 8,391
H-6	Snow Plow	\$ 7,255
H-7	Delete Light Bar, 4 Corner Lights (Credit)	\$ (2,587)
H-8	Delete Dual Wheels and make SRW (Credit)	\$ 886

EXCEPTIONS - ALL WEATHER FLOOR MATS NA WITH VINYL FLOOR
 LIFT IS A! VENTURO ET 12KX 1200LB RUDC ELECTRIC CRANE
 IN PLACE OF LIFTMORE 3200 CRANE

Specification I

Pickup Truck 550/5500 Model: 2019 - FORD F550

Delivery Time: 14.16 WEEKS + UPFITTING

Cutoff Date for Ordering: NOT YET PUBLISHED BY MANUFACTURER

Base Bid:

Item	Description	Total Price
I-1	Dual Wheel Crew Cab with 11' Bed	\$ 65,989
I-2	Delivery Charge	NC
	Total Base Bid	\$ 65,989

Add/Alternate Bid Items:

Item	Description	Total Price
I-3	Snow Plow	\$ 7255
I-4	Delete Light Bar, 4 Corner Lights (Credit)	← (2587) →

ALL WEATHER FLOOR MATS N/A W VINYL FLOOR

Specification J

4WD Suburban: 2019 Chevrolet Suburban 4x4

Delivery Time: 60-90 days

Cutoff Date for Ordering: TBD

Base Bid:

Item	Description	Total Each Price
J-1	4WD Suburban	\$ 43,148 ⁰⁰
J-2	Delivery Charge	Included
	Total Base Bid	\$ 43,148 ⁰⁰

Suburban Up-Fit : _____

Delivery Time: _____

Cutoff Date for Ordering: _____

Base Bid:

Item	Description	Total Each Price
J-3	Suburban's Up-Fits	No Bid
J-4	Delivery Charge	
	Total Base Bid	\$ No Bid

CERTIFICATION OF BIDDER

The undersigned Bidder, Hertrich Fleet Services Inc on the 12th day of July, 2018, for Sussex County Vehicle Purchases acknowledges:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization or corporation;
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid;
3. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
4. Bidder has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - a. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Sussex County Government, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Sussex County Government of the benefits of free and open competition;
 - c. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Sussex County Government, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

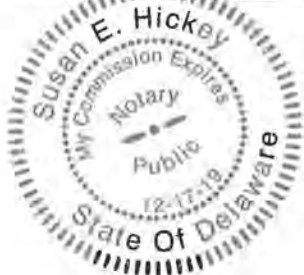
CORPORATE SEAL

Signature of Bidder: *Chris Wilder*
BY: Chris Wilder VP

Attest: *[Signature]*
Secretary

Sworn and subscribed before me this 12th day of July, 2018.

My commission expires 12-17-19.



Susan E. Hickey
Notary Public

AGREEMENT

THIS AGREEMENT, made this 12th day of July, 2018, by and between **Sussex County, a political subdivision of the State of Delaware**, hereinafter called "Owner", and Hertrich Fleet Services Inc. doing business as (an Individual) or (a Partnership) or (a Corporation), hereinafter called "Vendor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The VENDOR shall commence and supply the Sussex County Vehicle Purchase(s)
2. All capitalized terms herein and throughout the Contract Documents shall have the same meaning as defined in the General Conditions.
3. The Vendor shall furnish all of the Equipment in accordance with the requirements of the Contract Documents ("Work").
4. The Vendor shall supply all of the materials and equipment necessary as described in the Contract Documents and shall supply same in accordance with the prices quoted in Vendor's bid schedule.
5. The term "Contract Documents" means and includes the following, which are herein incorporated into this Agreement by reference:
 - A. Invitation to Bid;
 - B. Instructions to Bidders;
 - C. Bid Form;
 - D. Any other forms included in the packet furnished to Bidders;
 - E. General Conditions;
 - G. Technical Specifications;
 - I. Addenda if any; and
 - J. Change Orders, if any.
7. The Owner shall pay the Vendor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.
8. To the fullest extent permitted by law, the Vendor shall indemnify, hold harmless and defend Owner and its elected and appointed officials, officers, directors, employees, agents, and consultants from and against all claims, damages, losses, injuries and expenses including court costs and attorneys' fees arising out of or resulting from the performance of the Work, provided such

- claims, damages, losses, injuries or expenses are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, but only to the extent directly by any act or omission of the Vendor, or any Subcontractor performing Work. Vendor or any Subcontractor shall be liable, regardless of whether or not such claims, damages, losses, injuries and expenses are caused in part by a party indemnified hereunder.
9. Vendor certifies that there has been no violation of copyrights or patent rights in manufacturing, or selling the product or services shipped or ordered as a result of this Agreement. To the fullest extent permitted by law, the Vendor shall, at his own expense, defend any and all actions or suits charging such infringements, and will save Owner, and its appointed and elected officials, officers, partners, directors, employees, and agents harmless from any and all liability, loss, or expense occasioned by any such violation.
 10. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
 11. If the Work shall be abandoned, or if the Contract Documents or any part thereof shall be sublet without the previous written consent of Owner, or if the Contract Documents shall be assigned by Vendor otherwise than as herein specified, or if at any time Owner shall be of the opinion and shall certify in writing to the Vendor that the Work, or any part thereof, is delayed beyond the stated completion time or that the Vendor has violated any provision of the Contract Documents or that the Vendor fails to provide all supplies, material, machinery, implements, appliances and tools or fails to perform the Work as set forth in the Contract Documents, in whole or in part, Owner, in addition to available remedies, may notify the Vendor to discontinue all Work or any part thereof; and thereupon Vendor shall discontinue such Work or such part thereof as Owner may designate and Owner may thereupon, by a contract or otherwise, as it may determine, complete the Work, or such part thereof, and charge the entire expense of so completing the Work or part thereof, to the Vendor.
 12. All costs and charges that may be incurred under this section or any damages that should be borne by Vendor shall be withheld or deducted from any moneys then due, or to become due to Vendor under these Contract Documents, or any part thereof; and in such accounting the Owner shall not be held to obtain the lowest cost for the Work or completing the Work or any part thereof, but all sums actually paid therefore shall be charged to Vendor. In case the costs and charges incurred are more than the sum which would have been payable under the Contract Documents if the same had been completed by Vendor, Vendor shall pay the amount of excess to Owner for the completion of the Work within thirty (30) days of receipt of an invoice.

13. Should any portion of this Agreement be held void, the remainder shall continue in full force and effect. The undersigned acknowledge that they have carefully read this Agreement, have had the opportunity to have been advised of its meaning by an attorney of their choosing, and sign the same of their own free will. In entering into this Agreement, the undersigned warrant that they have done so voluntarily and of their own accord without reliance on any inducement, promise or representation by any other party, except those which are expressly set forth in this Agreement.
14. The Contract Documents 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. This Agreement may only be modified by an instrument in writing executed by Owner and their duly authorized representatives.
15. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
16. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without respect to its conflict of laws provisions.
17. Time is of the essence for purposes of this Agreement.
18. Vendor shall not assign, sell or otherwise transfer its rights in this Agreement without the prior signed approval of Owner.
19. Vendor is not considered an employee or agent of Owner for any purpose whatsoever. Vendor agrees that in all matters relating to this Agreement it shall be acting as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of this Agreement. Vendor shall have no right, power or authority to create any obligation, expressed or implied, on behalf of Owner and shall have no authority to represent Owner as an agent of Owner, unless otherwise specifically authorized by Owner in a writing not contained in these Contract Documents.
20. A party's omission or failure to exercise any rights or obligations under this Agreement shall not be construed as a waiver of such rights or obligations, unless the party has executed a written waiver of such right or obligation under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original, on the date first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

WITNESS



(SEAL)

ATTEST:

VENDOR


Signature

Vice President
Title

7/12/18
Date

OWNER

Clerk of Sussex County

Council

President, Sussex County Council

Date

WARRANTY INFORMATION

WARRANTY INFORMATION - 2019 Fleet/Non-Retail ~~400-4E-1WB SuperCab 6.75L 30x~~

WARRANTY

Basic:

3 Years/36,000 Miles

Drivetrain:

5 Years/60,000 Miles

Corrosion:

5 Years/Unlimited Miles

Roadside Assistance:

5 Years/60,000 Miles

all 2018/2019 Ford Products

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 538.0, Data updated 4/10/2018

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Customer File:

WARRANTY INFORMATION

WARRANTY INFORMATION - 2019 Fleet/Non-Retail ~~FLEET Tradesman 4x4 Quad Cab GM9 Bow~~

WARRANTY

Basic:

3 Years/36,000 Miles

Drivetrain:

5 Years/60,000 Miles

Corrosion:

5 Years/Unlimited Miles

Roadside Assistance:

5 Years/60,000 Miles

all 2018/2019 FCA products
Dodge
Ram

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 538.0, Data updated 4/10/2018
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Customer File:

WARRANTY INFORMATION

WARRANTY INFORMATION - 2019 Fleet/Non-Retail ~~477730 AWD 4dr 1.5 Eco Hatch~~

WARRANTY
<<< Preliminary 2019 Warranty Note >>>

All GM Products
2018/2019

Basic:
3 Years/36,000 Miles

Drivetrain:
5 Years/60,000 Miles
Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion:
3 Years/36,000 Miles
Rust-Through
6 Years/100,000 Miles

Roadside Assistance:
5 Years/60,000 Miles
Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance:
2 Years/24,000 Miles
2 Visits

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 538.0, Data updated 4/10/2018
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Customer File:

BID FORM

To: Sussex County Government
For: Sussex County Vehicle Purchases

Bidder Acknowledgements

The undersigned Bidder has carefully examined the Instructions to Bidders and the Specifications, the Agreement, and all other portions of this Request for Proposal for the performance of the above-named project, and shall deliver the equipment in accordance with the requirements of the Contract Documents.

The Bidder certifies by the submission of this Bid that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the product or services shipped or ordered as a result of this Bid. The successful Bidder shall, at his own expense, defend any and all actions or suits charging such infringements, and will save Sussex County, and its appointed and elected officials, officers, partners, directors, employees, and agents harmless from any and all liability, loss, or expense occasioned by any such violation.

The undersigned Bidder acknowledges receipt of all Addenda issued during the bidding process.

Confidentiality

If Bidder considers any portion of its Bid to be confidential, Bidder shall be required to isolate and identify in writing any confidential portions thereof. Bidder shall include, with this designation, a statement that explains and supports the Bidder's claim that the items identified as confidential contain trade secrets or other proprietary data. In submitting its Bid, Bidder acknowledges that its Bid, whether successful or not, shall be subject to disclosure and available for public inspection and copying in accordance with the Delaware Freedom of Information Act, 29 Del. C., Chapter 100, except to the extent withholding such information is permitted under the Act or otherwise permitted by law.

Basis of Bid


This Bid includes all other applicable taxes and fees.

The undersigned Bidder further understands that all equipment covered by this Bid shall be new and of the best quality and the highest-grade workmanship.

Dated:

(If an Individual, Partnership, Limited Liability Company, or Non-Incorporated Organization)

Name of Business: First Due Customs, LLC

Signature of Bidder: 

By: owner

Business Address: 4186 Stein Hwy., Seaford, DE 19973

Specification J

4WD Suburban: _____

Delivery Time: _____

Cutoff Date for Ordering: _____

Base Bid:

Item	Description	Total Each Price
J-1	4WD Suburban	No Bid
J-2	Delivery Charge	No Bid
	Total Base Bid	\$ No Bid

Suburban Up-Fit : First Due Customs, LLC.Delivery Time: 4 weeksCutoff Date for Ordering: December 30th, 2018**Base Bid:**

Item	Description	Total Each Price
J-3	Suburban's Up-Fits	12,968.06
J-4	Delivery Charge	0
	Total Base Bid	\$ 12,968.06

CERTIFICATION OF BIDDER

The undersigned Bidder, First Due Customs, LLC. on the 9th day of July, 2018, for Sussex County Vehicle Purchases acknowledges:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization or corporation;
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid;
3. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
4. Bidder has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - a. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Sussex County Government, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Sussex County Government of the benefits of free and open competition;
 - c. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Sussex County Government, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

CORPORATE SEAL

Signature of Bidder: 

BY: Owner

Attest: _____
Secretary

Sworn and subscribed before me this 9 day of July, 2018.

My commission expires 3-19-2020.


Notary Public

2019 EMS Response Vehicle Cabinetry Conversion Up-fit built on a 1/2 ton 2019 Chevy Suburban

General Provisions:

1. The awarded vendor will pick the vehicle up at the, Emergency Medical Services Logistics Office located at # 8 Mulberry Street Georgetown, DE 19947
2. A 5-year written warranty for non-wearing parts on the installed cabinetry, flip up door windows shall be provided. .
3. Conversion must meet or exceed any applicable State of Delaware Motor Vehicle Code, Federal Motor Vehicle Safety Standards and all Applicable State, Federal and Industry Standards
4. Vehicles shall be completed and delivered within sixty (60) days from time of receipt of the vehicle by the vendor. A \$ 100.00 per day penalty past the 60 days may be assessed.
5. A pre-scheduled inspection will be permitted during construction. Final inspections will be permitted at the vendor's location prior to delivery.
6. All graphics, striping, and lettering will be performed by Sussex County EMS.
7. Weight documents from a certified scale documenting actual load on front and rear axles and overall weight shall be provided at time of delivery.
8. All electrical system up-fits unless specified in this specification shall be provided/completed by Delaware Division of Communications.
9. Awarded vendor shall have/maintain a 24-hour access facility within 30 miles of Sussex County, DE.

Custom Cabinetry Specifications:

1. Prior to construction, the awarded Bidder shall provide three drawings of the installation for the EMS Department to review and approve. The drawings shall show such cabinets locations and dimensions. The drawing shall be a visual interpretation of the unit as it is to be constructed. The buying authority shall sign all drawings. One print shall be retained by the EMS Department, the Dealer shall retain one print, and one print shall be returned used as the working copy during manufacturing.
2. Cabinetry will be constructed per the customer's specifications based on 2019 model year using the 2018 in service Suburban as a template. The

- pictures provided do not reflect accurate measurements and proportions and they are not drawn to scale. It is the responsibility of the vendor to provide an accurate plan drawn to scale to insure the plan fits the vehicle prior to constructions. Vehicle specifications are provided in this packet. Bidder is encouraged to schedule an on-site visit to view a current in service vehicle.
3. Cabinetry is to be constructed in such a manner as to be re-mountable in a new vehicle. Each section is a specific module allowing easy removal and re-installation in a new vehicle. Each module will be joined to each other with core 20 stainless steel hardware. **Cabinetry will be attached to the vehicle using hardened bolts and existing bolt locations on the vehicle, i.e. seat mounting bolts after removal of seat, tie-down points.**
 4. Cabinetry sides shall be constructed of 3/4" high density polyethylene. Top surfaces shall be Rhino™ or equivalent coated to provide an anti-slip surface. Bottom and side surfaces can be smooth, and the color will be determined by the EMS Department. Brushed aluminum with recessed screws only on exposed ends. Construction grade adhesive suitable for the purpose will be used on all joints where applicable. In addition, all joints will be secured with non-corroding stainless steel type screws suitable for the purpose every four to six inches. Screw heads will be recessed and filled so that they are not visible. All hardware will be heavy duty, and of a non-corroding type material suitable for the purpose. The area in the Suburban where the jack is located on the driver's side shall be modified to allow for maximum space for EMS equipment with cut edges rounded to prevent employee injury. The plastic OEM molding when removed leaving exposed body side shall be painted black. All hardware must be stainless steel.

Roll Out Slide Tray:

5. Customer supplies slide out tray frame, a 100% full extension ("Slidemaster" brand) slide rollers and tray must be able to hold six hundred (600 lbs.) pounds. The rollout shelf ("Slidemaster" brand) will have a center pull handle installed. The awarded Bidder shall install a single, 3/4" high density polyethylene tray with Rhino™ or equivalent coated to provide an anti-slip surface with two (2) removable/adjustable metal vertical dividers with slots fabricated/cut to hold two (2) Stat Pack Perfusion brand backs vertical. The rear of the tray and the OEM tailgate plastic cover shall be cut and then covered with a thin sheet of stainless steel to provide a finished look while maintaining use. If not installed by Slidemaster a secondary pull

handle shall be installed to allow for assisting the movement of the tray, location TBD by SCEMS.

6. A 3" lip will be provided at the front bottom tray to prevent equipment from sliding back when opened.
7. Front edge of shelf shall be constructed of 3/4" high density polyethylene.

Top Shelf:

1. A 3/4" high density black polyethylene top shelf will be mounted over the roll out slide tray. Aluminum shelf supports will be suitable for the purpose and must secure the shelf from movement during operation. The shelf must be able to hold two-hundred and fifty pounds(250lbs) without precluding the movement of the Stat Pak bags. The shelf will be secured in a way that prevents sagging in the middle. Edge of the shelf shall be brushed aluminum and be installed with 1/4" lip Height of shall be determined by the EMS Department. surfaces shall be Rhino™ or equivalent coated to provide an anti-slip surface.

Front Bulk Head:

1. The front bulk head made of 3/4" high density black polyethylene shall integrate a 110-volt heater supplied by the EMS Department and have opening to access equipment if the rear hatch failed.

Side Flip Up Doors:

1. The rear driver & passenger side glass shall be removed and replaced with an aluminum door. This door must be fabricated in a manner that is weather tight with a full length stainless steel top hinge, shock absorber style opener and automotive style weather seal. Each flip up door shall have two adjustable locks/openers key to # 1250. **The door and frame shall be painted a WA8555 satin black automotive paint or powder coated.**

Power Points:

1. Install three (3) triple 12v & 3 dual 110V power points. 1st on side of rear shelf, 2nd on passenger side of rear shelf, 3rd on bottom of top shelf accessible to rear tray. Location TBD by SCEMS. The wiring for these shall be run, secured and coiled under the 2nd row passenger seat for final installation by DIVCOM

Opticom:

1. A manual switch shall be provided and placed on the vehicle steering column that cuts off the Opticom when the vehicle is placed in the "park" position automatically. The awarded Bidder shall integrate and work with DIVCOM to interface the wiring required to accomplish this mode of operation. The light bar (a Whelen Liberty II.) shall be reprogrammed to re-activate the Opticom when vehicle is taken out of the park position

Industrial Grade Power Contact Module

1. Install an industrial grade contact type device that allows for the 12-volt power to energize two surface mounted 12-volt cigarette style power points that are contained in a protective box with a power small blue LED light on the front of the sliding tray, Location TBD by the EMS Department. This will allow the power points to be energized when sliding rear tray is in closed position.

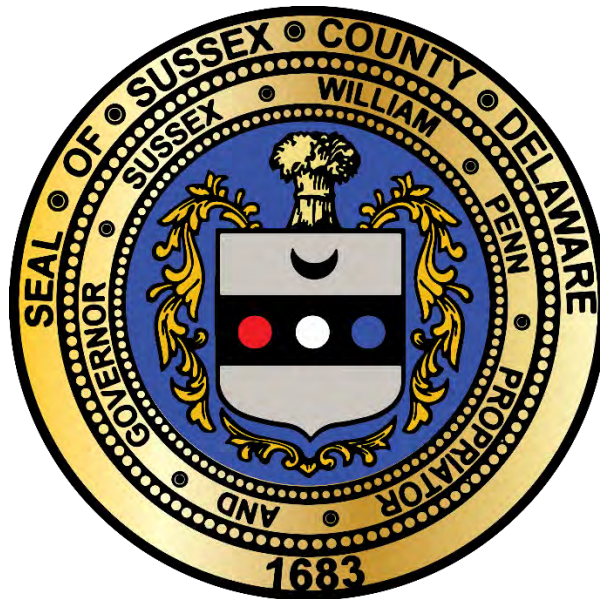
AM/FM Radio Antenna Install:

1. Provide and install on passenger side front fender cowl a high quality external style AM/FM antenna. The wire is to be run out of sight and interfaced/connected with the OEM AM/FM radio.

SUSSEX COUNTY GOVERNMENT

REQUEST FOR PROPOSALS

VEHICLE PURCHASES



JULY 2018

SUSSEX COUNTY GOVERNMENT
2 THE CIRCLE
P.O. BOX 589
GEORGETOWN, DELAWARE 19947
(302) 855 – 7730
WWW.SUSSEXCOUNTYDE.GOV

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Addenda (Bidder to insert accordingly as issued)

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, 2018. 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, 2018 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
- Midsize SUV, 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
- 550/5500 Service Body Truck
- Suburban 4WD Model

The request for proposals may be obtained by visiting Sussex County’s website <http://www.sussexcountyde.gov/legal-notices/bids> or by contacting Alison Jernigan at 302-858-5330 or ajernigan@sussexcountyde.gov. 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.

INSTRUCTIONS TO BIDDERS

Submission of Proposals

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, 2018. Immediately following, the proposals will be publicly opened, read aloud with recording only the name of the respondent(s). All other information shall be confidential.

Each Bid shall be completed on the forms provided and submitted in a sealed envelope addressed to the Sussex County Government at the above address. Each sealed envelope containing a Bid shall be plainly marked on the outside with “Bid for Sussex County Vehicle Purchases,” and bear the name and address of the respondent. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids. Oral, telegraphic, electronic, or telephonic bids are invalid and will not receive consideration. Bids submitted by mail shall be enclosed in an outer envelope, similarly endorsed, and addressed to the Sussex County. Bidders may bid on any or all specifications, and should indicate “NO BID” on his or her Bid Form for any specification on which they chose not to bid. All Bidders shall state delivery time and cutoff build date for current model year as part of their bid proposal. Bidder must indicate the vehicle model that will be provided for each specification for which they are submitting a bid.

Each Bidder shall submit an original completed, signed copy of the Bid Form. Each Bidder shall enter amounts for all Lump Sum Prices, Contingent Unit Prices, Alternate Prices, and the Total Base Bid, where designated on the Bid Form. Failure to comply may be cause for rejection. No allowances, segregated Bids or assignments will be considered. State all amounts in numerical figures. Any alterations or erasures must be initialed by the Bidder. All entries must be ink or typewritten. A Bidder shall make no additional stipulations on the Bid Form nor qualify his Bid by attachments or any other matter. Stipulations or qualifications will be subject to rejection.

If the Bidder is an individual, each copy of the Bid Form shall be signed by the individual himself, under his business name. If the Bidder is a partnership, each copy of the Bid Form shall be signed by an authorized partner, under the name of the partnership. If the Bidder is a corporation, each copy of the Bid Form shall be signed by an authorized executive officer of the corporation under its registered name and the corporate seal shall be affixed. If the Bidder is a limited liability company, each copy of the Bid Form shall be signed by the authorized Managing Member(s).

Other Bid Forms

Each Bid must be accompanied by the completed, signed, and witnessed Certification of Bidder. In addition, any other Bid Forms included in the packet shall be fully completed in accordance with the instructions on the forms.

Information Regarding Bids

The Contract Documents contain the provisions required for the Purchase. Information obtained from an officer, agent, or employee of Sussex County, or any other person shall not affect the risks or obligations assumed by the Bidder or relieve the Bidder from fulfilling any of the conditions of the contract.

No oral interpretations will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to Sussex County Government. Any inquiry received five (5) days or more prior to the Bid Opening date will be given consideration. Every interpretation to a Bidder will be made in the form of an addendum to the contract documents. In addition, all addenda will be issued to each recorded holder of the Contract Documents, but it shall be the Bidder's responsibility to make inquiry as to the addenda issued. All such addenda shall become a part of the Contract and all Bidders shall be bound by such addenda. Bidders shall acknowledge receipt of all addenda on the Bid Form. Failure to do so will result in Bid rejection.

Late Proposals or Late Withdrawals

A Bid received after the closing date and time for receipt of proposals is late and shall not be considered.

No Bidder shall be permitted to make a modification to its original Bid for a minimum of sixty (60) days.

A modification of a Bid resulting from an amendment issued after the closing date and time for receipt of proposals or a modification of a proposal resulting from discussions during negotiations shall be considered if received by the closing date and time set forth in the amendment or by the closing date and time for submission of best and final offers, whichever is applicable. If the modifications described in this subsection are received after the respective date and time described in this subsection, the modifications are late and shall not be considered.

Sussex County Government expressly reserves the right to reject any or all Bids received and/or waive informalities, minor defects and/or reject a particular Bid or all Bids. Any Bid may be withdrawn prior to the above scheduled time for Bid Opening. Bids submitted after the time specified for the Bid opening will not be considered and will be returned unopened. Bids may not be withdrawn within sixty (60) days after the Bid Opening, unless a request to withdraw is granted in accordance with Title 29, Chapter 69 of the Delaware Code. Should there be a reason for not awarding the Contract to the lowest responsive Bidder within sixty (60) days, the time may be extended by mutual agreement between Sussex County Government and the Bidder.

A Notice of Award will be issued to the lowest responsive Bidder. The successful Bidder is required to execute the Agreement and provide a Certificate of Insurance within twenty (20) calendar days from the date of delivery of Notice of Award. The appropriate Agreement and forms will accompany the Notice of Award. If the Bidder fails to execute the Agreement as specified within 20 calendar days, the next low Bidder in order of bid price shall then be considered the lowest responsive Bidder and the Contract will be awarded to him/her. Should this Bidder default, the next low Bidder shall be considered and so on.

Bidders who are rejected under this section shall be notified in writing about the rejection. The reasons for the rejection shall be stated in the determination.

Each Bidder shall be evaluated for responsibility prior to award which may include factors such as the Bidder's financial, physical, personnel, or other resources including subcontracts; Bidder's record of performance or integrity; whether Bidder is qualified legally to contract with the County; and whether the Bidder has supplied all necessary information concerning its responsiveness. If Sussex County Government determines that a Bidder is nonresponsive or non-responsible, the determination shall be in writing and set forth the basis for the determination. A copy of the determination shall be promptly sent to the affected Bidder.

Non-Discrimination

The Bidder in performing the work furnished by this Contract or furnishing the equipment or services provided herein shall not discriminate against any person seeking employment with or employed by him/her because of race, creed, color, or national origin.

BID FORM

To: Sussex County Government
For: Sussex County Vehicle Purchases

Bidder Acknowledgements

The undersigned Bidder has carefully examined the Instructions to Bidders and the Specifications, the Agreement, and all other portions of this Request for Proposal for the performance of the above-named project, and shall deliver the equipment in accordance with the requirements of the Contract Documents.

The Bidder certifies by the submission of this Bid that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the product or services shipped or ordered as a result of this Bid. The successful Bidder shall, at his own expense, defend any and all actions or suits charging such infringements, and will save Sussex County, and its appointed and elected officials, officers, partners, directors, employees, and agents harmless from any and all liability, loss, or expense occasioned by any such violation.

The undersigned Bidder acknowledges receipt of all Addenda issued during the bidding process.

Confidentiality

If Bidder considers any portion of its Bid to be confidential, Bidder shall be required to isolate and identify in writing any confidential portions thereof. Bidder shall include, with this designation, a statement that explains and supports the Bidder’s claim that the items identified as confidential contain trade secrets or other proprietary data. In submitting its Bid, Bidder acknowledges that its Bid, whether successful or not, shall be subject to disclosure and available for public inspection and copying in accordance with the Delaware Freedom of Information Act, 29 Del. C., Chapter 100, except to the extent withholding such information is permitted under the Act or otherwise permitted by law.

Basis of Bid

This Bid includes all other applicable taxes and fees.

The undersigned Bidder further understands that all equipment covered by this Bid shall be new and of the best quality and the highest-grade workmanship.

Dated:

(If an Individual, Partnership, Limited Liability Company, or Non-Incorporated Organization)

Name of Business: _____

Signature of Bidder: _____

By: _____

Business Address: _____

BID FORM - continued

Names and _____

Address of _____

Members _____

(If a corporation)

Name of Business: _____

Signature of Bidder: _____

By: _____

Business Address: _____

Incorporated under the laws of the State of: _____

President's Name _____

(Address) _____

Secretary's Name _____

(Address) _____

Treasurer's Name _____

(Address) _____

Affix Corporate Seal

BID SCHEDULE

Specification A

Small SUV, AWD Model: _____

Delivery Time: _____

Cutoff Date for Ordering: _____

Base Bid:

Item	Description	Total Price
A-1	Furnish Small SUV AWD	
A-2	Delivery Charge	
	Total Base Bid	\$

Add/Alternate Bid Items:

Item	Description	Price
A-3	Remove Center Console & Equipment Space	
A-4	Third Row Fold Down Seat	
A-5	Light Bar, 4 Corner Lights	

Specification B

Mid-Size SUV, 4WD Model: _____

Delivery Time: _____

Cutoff Date for Ordering: _____

Base Bid:

Item	Description	Total Price
B-1	Furnish Mid-Size SUV 4 Wheel Drive	
B-2	Delivery Charge	
	Total Base Bid	\$

Add/Alternate Bid Items:

Item	Description	Price
B-3	Add Lift Up Cargo Door	
B-4	Remove Center Console & Equipment Space	
B-5	Third Row Fold Down Seat	
B-6	Light Bar, 4 Corner Lights	

Specification C

Small Delivery Van, FWD Model: _____

Delivery Time: _____

Cutoff Date for Ordering: _____

Base Bid:

Item	Description	Total Price
C-1	Furnish Small Delivery	
C-2	Delivery Charge	
	Total Base Bid	\$

Add/Alternate Bid Items:

Item	Description	Price
C-3	Rear Windows with Defrost	
C-4	Back Up Camera and Alarm	
C-5	Delete Light Bar, 4 Corner Lights (Credit)	

Specification D

¾ Ton Van Model: _____

Delivery Time: _____

Cutoff Date for Ordering: _____

Base Bid:

Item	Description	Total Price
D-1	Furnish ¾ Ton Van	
D-2	Delivery Charge	
	Total Base Bid	\$

Add/Alternate Bid Items:

Item	Description	Price
D-3	Rear Windows	
D-4	Back Up Alarm	
D-5	Delete Light Bar, 4 Corner Lights (Credit)	

Specification E

1 Ton SRW Van Model: _____

Delivery Time: _____

Cutoff Date for Ordering: _____

Base Bid:

Item	Description	Total Price
E-1	Furnish 1 Ton SRW Van	
E-2	Delivery Charge	
	Total Base Bid	\$

Add/Alternate Bid Items:

Item	Description	Price
E-3	Rear Windows	
E-4	Back Up Alarm	
E-5	Delete Light Bar, 4 Corner Lights (Credit)	

Specification F-1

Crew Cab Pickup 150/1500 Model 4WD: _____

Delivery Time: _____

Cutoff Date for Ordering: _____

Base Bid:

Item	Description	Total Price
F1-1	Furnish Crew Cab Pickup 4WD	
F1-2	Delivery Charge	
	Total Base Bid	\$

Add/Alternate Bid Items:

Item	Description	Price
F1-3	Spray in Liner	
F1-4	Vinyl flooring	
F1-5	Delete Light Bar, 4 Corner Lights (Credit)	
F1-6	V-8 Engine	

Specification F-2Double or Super Cab Pickup 150/1500 Model 4WD:

Delivery Time: _____

Cutoff Date for Ordering: _____

Base Bid:

Item	Description	Total Price
F2-1	Double or Super Cab Pickup 4WD	
F2-2	Delivery Charge	
	Total Base Bid	\$

Add/Alternate Bid Items:

Item	Description	Price
F2-3	Spray in Liner	
F2-4	Vinyl flooring	
F2-5	Delete Light Bar, 4 Corner Lights (Credit)	
F2-6	V-8 Engine	
F2-7	8' Bed	

Specification G-1

Double or Super Cab Pickup Truck 250/2500 Model: _____

Delivery Time: _____

Cutoff Date for Ordering: _____

Base Bid:

Item	Description	Total Price
G1-1	Furnish Double Cab with 6½' bed	
G1-2	Delivery Charge	
	Total Base Bid	\$

Add/Alternate Bid Items:

Item	Description	Total Price
G1-3	Delete Bed and add Service Body	
G1-4	Optional Diesel Engine	
G1-5	Telescopic Roof on Utility Body	
G1-6	Snow Plow	
G1-7	Slide Out Tray	
G1-8	Delete Light Bar, 4 Corner Lights (Credit)	

Specification G-2

Crew Cab Pickup Truck 250/2500 Model: _____

Delivery Time: _____

Cutoff Date for Ordering: _____

Base Bid:

Item	Description	Total Price
G2-1	Furnish Crew Cab with 6½' bed	
G2-2	Delivery Charge	
	Total Base Bid	\$

Add/Alternate Bid Items:

Item	Description	Price
G2-3	Delete Bed and add Service Body	
G2-4	Optional Diesel Engine	
G2-5	Telescopic Roof on Utility Body	
G2-6	Snow Plow	
G2-7	Slide Out Tray	
G2-7	Delete Light Bar, 4 Corner Lights (Credit)	

Specification G-3

Double or Super Cab Pickup Truck 250/2500 Model: _____

Delivery Time: _____

Cutoff Date for Ordering: _____

Base Bid:

Item	Description	Total Price
G3-1	Furnish Double Cab with 8' bed	
G3-2	Delivery Charge	
	Total Base Bid	\$

Add/Alternate Bid Items:

Item	Description	Price
G3-3	Delete Bed and add Service Body	
G3-4	Optional Diesel Engine	
G3-5	Telescopic Roof on Utility Body	
G3-6	Snow Plow	
G3-7	Slide Out Tray	
G3-8	Delete Light Bar, 4 Corner Lights (Credit)	

Specification G-4

Crew Cab Pickup Truck 250/2500 Model: _____

Delivery Time: _____

Cutoff Date for Ordering: _____

Base Bid:

Item	Description	Total Price
G4-1	Furnish Crew Cab with 8' bed	
G4-2	Delivery Charge	
	Total Base Bid	\$

Add/Alternate Bid Items:

Item	Description	Price
G4-3	Delete Bed and add Service Body	
G4-4	Optional Diesel Engine	
G4-5	Telescopic Roof on Utility Body	
G4-6	Snow Plow	
G4-7	Slide Out Tray	
G5-8	Delete Light Bar, 4 Corner Lights (Credit)	

Specification G-5

Crew Cab Pickup Truck 250/2500 Model: _____

Delivery Time: _____

Cutoff Date for Ordering: _____

Base Bid:

Item	Description	Total Price
G5-1	Furnish Crew Cab with 6¾' bed	
G5-2	Delivery Charge	
	Total Base Bid	\$

Add/Alternate Bid Items:

Item	Description	Price
G5-3	Delete Bed and add Service Body	
G5-4	Optional Diesel Engine	
G5-5	Telescopic Roof on Utility Body	
G5-6	Snow Plow	
G5-7	Slide Out Tray	
G5-8	Delete Light Bar, 4 Corner Lights (Credit)	

Specification H

Pickup Truck 350/3500 Model: _____

Delivery Time: _____

Cutoff Date for Ordering: _____

Base Bid:

Item	Description	Total Price
H-1	Dual Wheel Crew Cab with 8' Bed	
H-2	Dual Wheel Super Cab with 8' Bed	
H-3	Delivery Charge	
	Total Base Bid	\$

Add/Alternate Bid Items:

Item	Description	Total Price
H-4	Delete Bed and add Super Body	
H-5	Optional Diesel Engine	
H-6	Snow Plow	
H-7	Delete Light Bar, 4 Corner Lights (Credit)	
H-8	Delete Dual Wheels and make SRW (Credit)	

Specification I

Pickup Truck 550/5500 Model: _____

Delivery Time: _____

Cutoff Date for Ordering: _____

Base Bid:

Item	Description	Total Price
I-1	Dual Wheel Crew Cab with 11' Bed	
I-2	Delivery Charge	
	Total Base Bid	\$

Add/Alternate Bid Items:

Item	Description	Total Price
I-3	Snow Plow	
I-4	Delete Light Bar, 4 Corner Lights (Credit)	

Specification J

4WD Suburban: _____

Delivery Time: _____

Cutoff Date for Ordering: _____

Base Bid:

Item	Description	Total Each Price
J-1	4WD Suburban	
J-2	Delivery Charge	
	Total Base Bid	\$

Suburban Up-Fit : _____

Delivery Time: _____

Cutoff Date for Ordering: _____

Base Bid:

Item	Description	Total Each Price
J-3	Suburban's Up-Fits	
J-4	Delivery Charge	
	Total Base Bid	\$

CERTIFICATION OF BIDDER

The undersigned Bidder, _____ on the _____ day of _____, 20____, for Sussex County Vehicle Purchases acknowledges:

- 1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization or corporation;
- 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid;
- 3. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- 4. Bidder has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - a. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Sussex County Government, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Sussex County Government of the benefits of free and open competition;
 - c. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Sussex County Government, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

CORPORATE SEAL

Signature of Bidder: _____

BY: _____

Attest: _____
Secretary

Sworn and subscribed before me this _____ day of _____, 20____.

My commission expires _____.

Notary Public

AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 20 ____, by and between **Sussex County, a political subdivision of the State of Delaware**, hereinafter called "Owner", and _____, doing business as (an Individual) or (a Partnership) or (a Corporation), hereinafter called "Vendor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The VENDOR shall commence and supply the Sussex County Vehicle Purchase(s)
2. All capitalized terms herein and throughout the Contract Documents shall have the same meaning as defined in the General Conditions.
3. The Vendor shall furnish all of the Equipment in accordance with the requirements of the Contract Documents ("Work").
4. The Vendor shall supply all of the materials and equipment necessary as described in the Contract Documents and shall supply same in accordance with the prices quoted in Vendor's bid schedule.
5. The term "Contract Documents" means and includes the following, which are herein incorporated into this Agreement by reference:
 - A. Invitation to Bid;
 - B. Instructions to Bidders;
 - C. Bid Form;
 - D. Any other forms included in the packet furnished to Bidders;
 - E. General Conditions;
 - G. Technical Specifications;
 - I. Addenda if any; and
 - J. Change Orders, if any.
7. The Owner shall pay the Vendor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.
8. To the fullest extent permitted by law, the Vendor shall indemnify, hold harmless and defend Owner and its elected and appointed officials, officers, directors, employees, agents, and consultants from and against all claims, damages, losses, injuries and expenses including court costs and attorneys' fees arising out of or resulting from the performance of the Work, provided such

claims, damages, losses, injuries or expenses are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, but only to the extent directly by any act or omission of the Vendor, or any Subcontractor performing Work. Vendor or any Subcontractor shall be liable, regardless of whether or not such claims, damages, losses, injuries and expenses are caused in part by a party indemnified hereunder.

9. Vendor certifies that there has been no violation of copyrights or patent rights in manufacturing, or selling the product or services shipped or ordered as a result of this Agreement. To the fullest extent permitted by law, the Vendor shall, at his own expense, defend any and all actions or suits charging such infringements, and will save Owner, and its appointed and elected officials, officers, partners, directors, employees, and agents harmless from any and all liability, loss, or expense occasioned by any such violation.
10. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
11. If the Work shall be abandoned, or if the Contract Documents or any part thereof shall be sublet without the previous written consent of Owner, or if the Contract Documents shall be assigned by Vendor otherwise than as herein specified, or if at any time Owner shall be of the opinion and shall certify in writing to the Vendor that the Work, or any part thereof, is delayed beyond the stated completion time or that the Vendor has violated any provision of the Contract Documents or that the Vendor fails to provide all supplies, material, machinery, implements, appliances and tools or fails to perform the Work as set forth in the Contract Documents, in whole or in part, Owner, in addition to available remedies, may notify the Vendor to discontinue all Work or any part thereof; and thereupon Vendor shall discontinue such Work or such part thereof as Owner may designate and Owner may thereupon, by a contract or otherwise, as it may determine, complete the Work, or such part thereof, and charge the entire expense of so completing the Work or part thereof, to the Vendor.
12. All costs and charges that may be incurred under this section or any damages that should be borne by Vendor shall be withheld or deducted from any moneys then due, or to become due to Vendor under these Contract Documents, or any part thereof; and in such accounting the Owner shall not be held to obtain the lowest cost for the Work or completing the Work or any part thereof, but all sums actually paid therefore shall be charged to Vendor. In case the costs and charges incurred are more than the sum which would have been payable under the Contract Documents if the same had been completed by Vendor, Vendor shall pay the amount of excess to Owner for the completion of the Work within thirty (30) days of receipt of an invoice.

13. Should any portion of this Agreement be held void, the remainder shall continue in full force and effect. The undersigned acknowledge that they have carefully read this Agreement, have had the opportunity to have been advised of its meaning by an attorney of their choosing, and sign the same of their own free will. In entering into this Agreement, the undersigned warrant that they have done so voluntarily and of their own accord without reliance on any inducement, promise or representation by any other party, except those which are expressly set forth in this Agreement.
14. The Contract Documents 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. This Agreement may only be modified by an instrument in writing executed by Owner and their duly authorized representatives.
15. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
16. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without respect to its conflict of laws provisions.
17. Time is of the essence for purposes of this Agreement.
18. Vendor shall not assign, sell or otherwise transfer its rights in this Agreement without the prior signed approval of Owner.
19. Vendor is not considered an employee or agent of Owner for any purpose whatsoever. Vendor agrees that in all matters relating to this Agreement it shall be acting as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of this Agreement. Vendor shall have no right, power or authority to create any obligation, expressed or implied, on behalf of Owner and shall have no authority to represent Owner as an agent of Owner, unless otherwise specifically authorized by Owner in a writing not contained in these Contract Documents.
20. A party's omission or failure to exercise any rights or obligations under this Agreement shall not be construed as a waiver of such rights or obligations, unless the party has executed a written waiver of such right or obligation under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original, on the date first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

WITNESS

VENDOR

Signature

Title

(SEAL)

Date

ATTEST:

OWNER

Clerk of Sussex County

Council

President, Sussex County Council

Date

GENERAL CONDITIONS

DEFINITION OF TERMS:

Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

ADDENDA: Written or graphic instruments issued prior to the opening of Bids, which clarify, correct, or change the Bidding Documents.

AGREEMENT: The written contract between Owner and Vendor covering Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof.

BID or BID PROPOSAL: The offer by Bidder submitted on the prescribed forms setting forth the prices and Work to be performed.

BIDDING DOCUMENTS: The Invitation to Bid, General Conditions, the Bid Form, and proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

CHANGE ORDER: A written order to Vendor signed by Owner authorizing an addition, deletion or revision of Work, or adjustment of Contract Price or Contract Time issued on or after the Effective Date of the Agreement.

CONTRACT DOCUMENTS: The written agreement covering Work to be performed. The awarded Contract Documents shall include, but is not limited to: the Agreement, General Conditions, Technical Specifications, Addenda, and Change Orders.

CONTRACT PRICE: The moneys payable by Owner to Vendor for completion of Work in accordance with the Contract Documents as stated in the Agreement.

COUNTY: Sussex County, a political subdivision of the State of Delaware.

DEFECTIVE: An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment.

INVITATION TO BID: The public announcement, as required by law, that Sussex County is soliciting Bids for Work to be performed or materials or equipment to be furnished.

MATERIALS/EQUIPMENT: This term describes the materials, equipment, unit, and/or supplies which are required to be supplied to Owner under the Contract Documents.

OWNER: Sussex County, a political subdivision of the State of Delaware.

SUPPLEMENTAL GENERAL CONDITIONS: Modify the General Conditions and are specific clauses setting forth conditions or requirements peculiar to this Contract.

VENDOR: The person, firm or corporation with whom Owner has entered into the Agreement.

WORK: The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Vendor's performance of all duties and obligations as required by the Contract Documents.

1.00 ARTICLE 1 – GENERAL REQUIREMENTS & PRELIMINARY MATTERS

1.01 LAWS TO BE OBSERVED: Vendor shall strictly comply with all Federal, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of Work.

1.02 PERMITS AND LICENSES: All necessary permits and licenses required by local, State, or Federal laws shall be provided by Vendor at his/her own expense, unless Owner expressly agrees in writing to provide said permit or license. The Bidder's attention is called to Title 30, Chapter 27 of the Delaware Code, which should be reviewed by Vendor in order to determine whether such laws are applicable to its Bid.

1.03 NOTICE TO PROCEED: The date of Notice to Proceed shall specify the date upon which the Work shall commence. No Work shall be done prior to the date on which the Contract Time commences to run.

1.04 CONTRACT PAYMENT: Payment for equipment supplied in accordance with the Contract Documents shall be made at the lump sum and/or unit prices contained in the Bid. In addition to meeting any other conditions of Final Acceptance set forth herein, Final Acceptance shall not be issued until the Equipment is received by County personnel, the Equipment functions correctly. Owner shall make the final payment in a lump sum within thirty days after Owner's issuance of Final Acceptance for the Vehicles that have been delivered and approved.

1.05 CONTRACT PERIOD: The Contract shall be valid from the date of award through June 30, 2019

2.00 ARTICLE 2 – DELIVERY AND FINAL ACCEPTANCE OF VEHICLES

2.01 The intent of these Contract Documents is to provide for delivery and furnishing of Vehicles described. It is further intended that Vendor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete Work in accordance with the Contract Documents. All Work shall be performed in a good and workmanlike manner, and all Vehicles shall be new and in accordance with the Contract Documents.

2.02 All Vehicles will be inspected by an authorized representative of Owner, and if found defective, or if it in any way fails to meet the requirements of the Contract Documents, said Vehicles will be rejected. If said Vehicles are rejected, Vendor shall be responsible for repairing or replacing said Vehicles. Once Vehicles are found to be satisfactory to Owner and any other conditions of Final Acceptance set forth herein are met, Owner shall issue a Final Acceptance and make the final payment in accordance with the provisions herein.

3.00 **ARTICLE 3 - INSURANCE REQUIREMENTS**

3.01 **GENERAL INSURANCE REQUIREMENTS:**

- A. Vendor shall not commence Work until Vendor has obtained, at Vendor's own expense, all of the insurance as required hereunder and such insurance has been approved by Owner; nor shall Vendor allow any subcontractor to commence Work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Vendor. Approval of insurance required of Vendor will be granted only after submission to Owner of original certificates of insurance and required endorsements that are satisfactory to Owner, evidencing the required insurance.
- B. All insurers underwriting Vendor's insurance must be licensed in the State of Delaware, have a minimum policyholders rating of "A-" or better, and have a financial size of "Class VII" or higher, unless otherwise approved by Owner.
- C. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation or non-renewal 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.
- D. If any subcontractors are utilized, Vendor shall require all subcontractors to maintain commercial general liability insurance, business auto liability insurance and workers compensation and employer's liability insurance to the same extent required of Vendor. The Vendor shall furnish subcontractor's certificates of insurance and required endorsements to Owner immediately upon request.
- E. Failure of Owner to obtain such certificates or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence provided shall not be construed as a waiver of Vendor's insurance requirements.
- F. By requiring such insurance and insurance limits herein, Owner does not represent that coverage and limits will necessarily be adequate to protect Vendor, and such coverage and limits shall not be deemed as a limitation on Vendor's liability under the indemnities granted to Owner.
- G. If the Owner is damaged by the failure or neglect of Vendor to purchase and maintain

insurance as required herein, then the Vendor shall bear all reasonable costs properly attributable thereto.

- H. Loss of or damage to any equipment to be provided under the Contract Documents shall be at the sole risk of the Vendor until Substantial Completion.

3.02 Vendor's Insurance

Vendor shall purchase and maintain the following insurance coverages throughout the term of the Contract Documents for not less than the limits specified below or required by law, whichever is greater:

- A. **Commercial general liability** insurance that insures against claims for bodily injury, property damage, personal and advertising injury arising out of or in connection with Vendor's Work, including coverage for claims arising out of liability assumed under the Contract Documents. The minimum limits of liability for this insurance are \$1,000,000 combined single limit for each occurrence; \$1,000,000 combined single limit general aggregate; and \$1,000,000 combined single limit for products/completed operations aggregate. Any general aggregate limit shall apply on a per project basis. This insurance shall not afford coverage on a "claims made" basis without the prior written approval of Owner.
- B. **Business auto liability insurance** with a minimum combined single limit of \$1,000,000 per accident and including coverage for bodily injury and property damage claims arising out of the ownership, maintenance or use of any auto and include coverage for Vendor from bodily injury and property damage claims arising out of liability assumed under the Contract Documents.
- 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 of \$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.
- D. **Personal property in transit, transportation or motor truck cargo insurance** with limits not less than 100% of the replacement cost of the personal property including equipment to be transported by Vendor (or any subcontractor) under the Contract Documents. Such insurance shall be written on all risks basis and be in effect until Final Acceptance.

4.00 ARTICLE 4 - VENDOR'S RESPONSIBILITIES

4.01 SERVICES, MATERIALS AND EQUIPMENT:

- A. Unless otherwise specified in the Contract Documents, Vendor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation,

construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, startup and completion of the Work.

- B. All Materials/Equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner.
- C. All Materials/Equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned and conditioned in accordance with instructions provided by manufacturer and/or supplier, except as otherwise may be provided in the Contract Documents.

4.02 PRODUCTS BY NAME/OR “APPROVED EQUAL:” Products by name are intended to be descriptive of quality, workmanship, finish, function, and approximate characteristics desired and are not necessarily intended to be restrictive. Substitution of products for those named may be considered, but must be approved by Owner and with the condition that said product is equal or superior in quality, workmanship, finish, function, and approximate characteristics to that specified by the Contract Documents. Owner will be the sole judge of the equivalences. Please see Technical Specifications for requirements.

4.03 REJECTED MATERIAL: Vendor shall, at his/her own expense, replace or satisfactorily adjust or repair all Materials/Equipment rejected for failure to comply with the Contract Documents.

5.00 ARTICLE 5 - DELIVERY

The delivery of the Vehicles shall be to the following location:

**Sussex County Emergency Operations Center
21911 Rudder Lane
Georgetown, DE 19947**

Vendor shall coordinate the delivery to allow an authorized representative of Owner to inspect the Vehicles. If said representative finds the supplied Vehicle(s) to be defective, damaged or if said Vehicles fails in any way to meet the specifications set forth herein, the items in question may be rejected at the sole discretion of Owner. Vehicles must be delivered with the certificate of origin. Sussex County Government will be responsible for completing title and tag work. If conversion work is necessary, the vehicle will be delivered to the successful conversion vendor.

6.00 ARTICLE 6 - CONTRACT TIME

6.01 The Vehicle(s) shall be delivered to the site defined in Article 5.00, by the Vendor within the delivery time listed on the bid form. The Delivery Time may be extended, in the sole and absolute discretion of Owner, with good cause shown.

GENERAL

Scope of Work

The following items shall be supplied on all vehicles as required equipment, unless otherwise specified, and will not be included in the specifications for each individual vehicle.

- A. Speed Control – All vehicles must be equipped with OEM Cruise Control, unless noted otherwise in the individual specifications.
- B. Lug wrench and tire jack.
- C. Inside rear view mirror day/night type.
- D. Seat(s) for driver and passenger(s).
- E. Replaceable element oil filter.
- F. Rear license plate brackets mounted on all vehicles. Manufacturer standard “no cost” front brackets shall be provided loose in vehicle interior, unless specified at time of order.
- G. Flexible fuel engine (FFV) - Required if available, unless otherwise stated.
- H. Cigarette lighter (or power receptacle is acceptable).
- I. Manufacturers Standard AM/FM radio.
- J. Key - Four (4) working keys with 2 Fobs or Four (4) fobbed keys for Chrysler Vehicles, if specification includes power package (windows, locks, etc.) as standard equipment. Otherwise, if standard basic configurations does not include power equipment package, then vendor shall only be required to include four (4) working keys and no Fobs.
- K. Air Condition - Factory installed; integrated with heater and defroster.
- L. Air bag - Driver, passenger, front and side air bags required.
- M. Glass - Tinted all windows
- N. Exterior side mirrors - standard for model bid.
- O. Spare tire - Mounted manufactures standard full size spare where available.
- P. Brakes - Anti lock braking system
- Q. Steering - manufacturers standard power assisted

- R. Transmission - standard for model quoted.
- S. Floor Mats - All vehicles must be equipped with all-weather rubber floor mats.
- T. Any option that is available at no extra charge shall be included with the delivery of the vehicle and shall not be removed unless specified by Sussex County Government.
- U. If the required General Specifications, listed above, differ from the individual model Specifications identified; the individual model specifications requested will take first priority over the general specifications identified.
- V. Each Vehicle must be delivered with a complete set of operational instruction manuals.
- W. Specifications for each class of vehicle are included below in Attachment A.

1.02 SHIPPING, DELIVERY, STORAGE & HANDLING

- A. All vehicles shall be properly protected such that no damage will occur from the time of shipment until the time of delivery.
- B. County shall be responsible for inspecting all vehicles upon arrival. County shall notify the Vendor within 24 hours of any damage.

1.03 WARRANTY

- A. All warranties begin when the Purchaser accepts delivery from the contractor FOB point of origin/destination.
- B. All warranties shall be in writing and included in the bid. Bidders who fail to meet this requirement shall not be considered as responsive.
- C. All warranties will be transferable to second purchaser should the Department desire to sell this vehicle at a later date.
- D. Each bidder shall submit as part of their bid proposal, copies of the vehicle manufacturer's written warranty.
- E. A 36,000/3 year manufacturers bumper to bumper and a 60,000 miles/5 year power train warranty shall be included.

1.04 Expected Volume

It is anticipated during the first year that Sussex County will purchase the following quantities:

Small SUV, AWD Model	(3) three
Midsize SUV, 4WD Model	(1) one
Small Delivery Van, FWD Model	(1) one
¾ Ton Delivery Van, RWD Model	(1) one
1 Ton SRW Delivery Van, RWD Model	(1) one
150/1500 Pickup Truck, 4WD Model	(10) ten
250/2500 Pickup Truck, 4WD Model	(3) three
350/3500 Pickup Truck, 4WD Model	(1) one
550/5500 Chassis Truck, 4WD Model	(1) one
Suburban, 4WD Model	(4) four

Vehicle Specification (A) – Small SUV AWD

1. Wheelbase	112.5 inches or greater
2. Fuel Type	Gasoline -87 octane
3. Year	2019
4. Maximum Seating	5
5. Color, Exterior	White
6. Color, Interior	Gray Cloth Seats
7. Engine	2.4L DOHC 4 Cylinder
8. Transmission	Automatic
9. Drive	All Wheel Drive
10. Doors	4
11. Bed Length	NA
12. Tires	17 inch
13. Wheels	Aluminum or Standard
14. Air Conditioning	Yes
15. Cruise Control	Yes
16. Door Locks	Powered
17. Windows	Powered
18. Trailer package	NA
19. Headroom Front	40.9 inches, or greater
20. Maximum Leg Room front	41.20 inches, or greater
21. Hip Room Front	54.60 inches, or greater
22. Shoulder room Front	55.80 inches, or greater
23. Ground Clearance	6.9 inches-minimum
24. Fuel tank	18 to 22 gallons
25. Skid Plate	NA
26. Running Boards	NA
27. Provision for aftermarket roof mounted Light bar	NA
28. Recovery Hooks	NA
29. License Plate Bracket	Front and Rear
30. Bluetooth, or similar hands-free device	Yes
31. Warranty	Bumper to bumper 3yr/36K Miles, Powertrain 5yr/60K Miles
32. Roadside Safety Kit	Yes
33. Trailer Hitch	NA
34. Optional	<ol style="list-style-type: none"> 1. Lift up rear cargo area door. 2. Option for removal of Center Console by the Buyer, AND ability (necessary space) to install computer/electronics stand provided by vendor-Havis. 3. Roof mounted fully populated LED light bar with arrow stick, take downs & alley lights. Two amber lights mounted on front and rear of vehicle.

Vehicle Specification (B) – Mid Size SUV 4WD

1. Wheelbase	112.8 inches or greater
2. Fuel Type	Gasoline - 87 octane
3. Year	2019
4. Maximum Seating	7
5. Color, Exterior	White
6. Color, Interior	Gray Cloth Seats
7. Engine	3.5L V6
8. Transmission	6 Speed Automatic
9. Drive	4WD
10. Doors	4
11. Bed Length	NA
12. Tires	18 inch
13. Wheels	Aluminum
14. Air Conditioning	Yes
15. Cruise Control	Yes
16. Door Locks	Powered
17. Windows	Powered
18. Trailer package	NA
19. Headroom Front	41.4 inches, or larger
20. Maximum Leg Room front	42.9 inches, or larger
21. Hip Room Front	57.3 inches, or larger
22. Shoulder room Front	61.5 inches, or larger
23. Ground Clearance	NA
24. Fuel tank	18 to 22 gallons
25. Skid Plate	NA
26. Running Boards	Yes
27. Provision for aftermarket roof mounted Light bar	Yes
28. Recovery Hooks	Yes
29. License Plate Bracket	Front and rear
30. Bluetooth, or similar hands free device	Yes
31. Warranty	Bumper to bumper 3yr/36K Miles, Powertrain 5yr/60K Miles
32. Roadside Safety Kit	Yes
33. Trailer Hitch	NA
34. Optional	<ol style="list-style-type: none"> 1. Lift up rear cargo area door. 2. Third row fold down seat. 3. Option for removal of Center Console by the Buyer, AND ability (necessary space) to install computer/electronics stand provided by vendor - Havis. 4. Roof mounted fully populated LED light bar with arrow stick, take downs & alley lights. Two amber lights mounted on front and rear of vehicle.

Vehicle Specifications (C) – Small Delivery Van

1. Fuel Type	87 Octane-Gasoline
2. Year	2019
3. Maximum Seating	2
4. Color, Exterior	White
5. Color, Interior	Gray Cloth Seats
6. Engine	2.5L DOHICI-4
7. Transmission	Automatic
8. Drive	Front Wheel Drive
9. Doors	2 Front Passenger, Dual Side Sliding and Dual Symmetrical Rear doors
10. Bed Length	NA
11. Tires	NA
12. Wheels	Standard
13. Air Conditioning	Yes
14. Cruise Control	Yes
15. Door Locks	Power
16. Windows	Power
17. Install safety cage wall behind front seats	Yes
18. Headroom Front	NA
19. Maximum Leg Room front	NA
20. Hip Room Front	NA
21. Shoulder room Front	NA
22. Ground Clearance	NA
23. Fuel tank	Standard for Make/Model
24. Warning lights	Roof mounted fully populated LED light bar with arrow stick, take downs & alley lights. Two amber lights mounted on front and rear of vehicle.
25. Running Boards	NA
26. Recovery Hooks	NA
27. License Plate Bracket	Yes, Front and rear
28. Bluetooth, or similar hands free device	Yes
29. Warranty	Bumper to bumper 3yr/36K Miles, Powertrain 5yr/60K Miles
30. Roadside Safety Kit	Yes
31. Trailer Hitch	Yes
32. Additional Specifications	Vehicle Length-173-175 Inches, Vehicle Height-48 to 49 inches,
33. Optional	Rear Windows w/rear window defrost, Backup (Rear Sensor) alarm,

Vehicle Specifications (D) – Large ¾ Ton Van

1. Fuel Type	87 Octane- Gasoline
2. Year	2019
3. Maximum Seating	2
4. Color, Exterior	White
5. Color, Interior	Gray Cloth Seats
6. Engine	3.7L V6
7. Transmission	Automatic
8. Drive	Rear-Wheel Drive
9. Doors	2 Front Passenger, Side Sliding and Duel Rear doors
10. Bed Length	NA
11. Tires	NA
12. Wheels	Standard
13. Air Conditioning	Yes
14. Cruise Control	Yes
15. Door Locks	Power
16. Windows	Power
17. Trailer package	Yes
18. Headroom Front	NA
19. Maximum Leg Room front	NA
20. Hip Room Front	NA
21. Shoulder room Front	NA
22. Ground Clearance	NA
23. Fuel tank	Standard for Make/Model
24. Skid Plate	NA
25. Running Boards	NA
26. Provision for aftermarket roof mounted Light bar & ladder rack	Yes
27. Recovery Hooks	NA
28. License Plate Bracket	Yes, Front and rear
29. Bluetooth, or similar hands free device	Yes
30. Warranty	Bumper to bumper 3yr/36K Miles, Powertrain 5yr/60K Miles
31. Roadside Safety Kit	Yes
32. Trailer Hitch	Yes
33. Additional Specifications	Vehicle Length- min. 235 Inches, Vehicle Height- min. 100 Inches, 6000lbs Capacity, 9500 GVWR Roof mounted fully populated LED light bar with arrow stick, take downs & alley lights. Two amber lights mounted on front and rear of vehicle. Rear Windows, Backup camera and rear sensor alarm, Raised roof

Vehicle Specifications (E) – Large 1 Ton SRW Van

1. Fuel Type	Diesel
2. Year	2019
3. Maximum Seating	2
4. Color, Exterior	White
5. Color, Interior	Gray Cloth Seats
6. Engine	Minimum 3.2L
7. Transmission	Automatic
8. Drive	Rear-Wheel Drive
9. Doors	2 Front Passenger, Side Sliding and Dual Rear
10. Wheel base	148 in.
11. Tires	NA
12. Wheels	Standard
13. Air Conditioning	Yes
14. Cruise Control	Yes
15. Door Locks	Power
16. Windows	Power
17. Trailer package with Class 3 Hitch and Brake Controller	Yes
18. Headroom Front	NA
19. Maximum Leg Room front	NA
20. Hip Room Front	NA
21. Shoulder room Front	NA
22. Ground Clearance	NA
23. Fuel tank	Standard for Make/Model
24. Skid Plate	NA
25. Running Boards	NA
26. Provision for aftermarket roof mounted Light bar & ladder rack	Yes
27. Recovery Hooks	NA
28. License Plate Bracket	Yes, Front and rear
29. Bluetooth, or similar hands-free device	Yes
30. Warranty	Bumper to bumper 3yr/36K Miles, Powertrain 5yr/60K Miles
31. Roadside Safety Kit	Yes
32. Van Storage Bins	Model 600-8214L or approved equivalent
33. Additional Specifications	Vehicle Length- min. 235 Inches, Vehicle Height- min. 100 Inches, 6000lbs Capacity, 9250 GVWR Roof mounted fully populated LED light bar with arrow stick, take downs & alley lights. Two amber lights mounted on front and rear of vehicle. Rear Windows. Backup camera and rear sensor alarm, Raised roof

Vehicle Specification (F-1) - 4 Door, Full Size Crew Cab 150/1500 Series Pickup Truck- 4 WD

1. Wheelbase	143 inches or greater
2. Fuel Type	Gasoline - 87 octane
3. Year	2019
4. Maximum Seating	5 or 6
5. Color, Exterior	White
6. Color, Interior	Gray Cloth Seat
7. Engine	3.5 L V6 FFV Engine
8. Transmission	Automatic
9. Drive	4- Wheel Drive
10. Limited Slip Rear	Yes
11. Doors	4
12. Bed Length	5-1/2 Feet
13. Tires	17 inch
14. Wheels	Factory Standard
15. Air Conditioning	Yes
16. Cruise Control	Yes
17. Door Locks	Powered
18. Windows	Powered
19. Trailer package	Trailer Hitch w/ trailer plug and brake controller
20. Headroom Front	40.0 inches, or greater
21. Maximum Leg Room front	43.0 inches, or greater
22. Hip Room Front	62.0 inches, or greater
23. Shoulder room Front	66.0 inches, or greater
24. Ground Clearance	9.0 inches- minimum
25. Fuel tank	22 to 26 gallons
26. Skid Plate	NA
27. Running Boards	Yes
28. Provision for aftermarket roof mounted Light bar	Yes
29. Recovery Hooks	Yes
30. License Plate Bracket	Front and Rear
31. Bluetooth, or similar hands free device	Yes
32. Warranty	Bumper to bumper 3yr/36K Mile Powertrain 5yr/60K Miles
33. Roadside Safety Kit	Yes
34. Emergency Lighting	Roof mounted fully populated LED light bar with arrow stick, take downs & alley lights. Two amber lights mounted on front and rear of vehicle.
35. Optional	1. Spray in bed liner- Black 2. V-8 Engine in place of V-6

Vehicle Specification (F-2) - 4 Door, Double or Super Cab 150/1500 Series Pickup Truck- 4 WD

1. Wheelbase	143 inches or greater
2. Fuel Type	Gasoline - 87 octane
3. Year	2019
4. Maximum Seating	5 or 6
5. Color, Exterior	White
6. Color, Interior	Gray Cloth Seat
7. Engine	3.5 L V6 FFV Engine
8. Transmission	Automatic
9. Drive	4- Wheel Drive
10. Limited Slip Rear	Yes
11. Doors	4
12. Bed Length	6 Feet
13. Tires	17 inch
14. Wheels	Factory Standard
15. Air Conditioning	Yes
16. Cruise Control	Yes
17. Door Locks	Powered
18. Windows	Powered
19. Trailer package	Trailer Hitch w/ trailer plug and brake controller
20. Headroom Front	40.0 inches, or greater
21. Maximum Leg Room front	43.0 inches, or greater
22. Hip Room Front	62.0 inches, or greater
23. Shoulder room Front	66.0 inches, or greater
24. Ground Clearance	9.0 inches- minimum
25. Fuel tank	22 to 26 gallons
26. Skid Plate	NA
27. Running Boards	Yes
28. Provision for aftermarket roof mounted Light bar	Yes
29. Recovery Hooks	Yes
30. License Plate Bracket	Front and Rear
31. Bluetooth, or similar hands free device	Yes
32. Warranty	Bumper to bumper 3yr/36K Mile Powertrain 5yr/60K Miles
33. Roadside Safety Kit	Yes
34. Emergency Lighting	Roof mounted fully populated LED light bar with arrow stick, take downs & alley lights. Two amber lights mounted on front and rear of vehicle.
35. Optional	1. Spray in bed liner- Black 2. V-8 Engine in place of V-6 3. 8' bed in place of 6' bed

Vehicle Specification (G) – 250/2500 Series Pickup Truck

1. Fuel Type	87 Octane or Diesel
2. Year	2019
3. Maximum Seating	See # 33
4. Color, Exterior	White
5. Color, Interior	Gray Cloth Seats. Delete carpet floor, add full rubber, or similar, floor
6. Engine	6.0 L to 6.2 L - V8
7. Transmission	Automatic
8. Drive	4-Wheel Drive
9. Limited Slip Rear	Yes
10. Doors	See #33
11. Bed Length	See #33
12. Tires	Standard for Model
13. Wheels	Standard for Model
14. Air Conditioning	Yes
15. Cruise Control	Yes
16. Door Locks	Power
17. Windows	Power
18. Trailer package	Trailer Hitch w/ trailer plug and brake controller
19. Snow Plow Prep	Yes
20. Headroom Front	NA
21. Maximum Leg Room front	NA
22. Hip Room Front	NA
23. Shoulder room Front	NA
24. Ground Clearance	NA
25. Fuel tank	Standard for Make/Model
26. Skid Plate	NA
27. Running Boards	Yes
28. Provision for aftermarket roof mounted Light bar	Yes
29. Recovery Hooks	Yes
30. License Plate Bracket	Yes, Front and rear
31. Bluetooth, or similar hands free device	Yes
32. Warranty	Minimum bumper to bumper 3yr/36K Miles, Minimum Powertrain 5yr/60K Miles
33. Roadside Safety Kit	Yes
34. Additional	Individual Specifications to be quoted: 1. G1. Double Cab with 6 and ½ Foot Bed 2. G2 Crew Cab with 6 and ½ Foot Bed 3. G3 Double Cab with 8 Foot Bed 4. G4 Crew Cab with 8 Foot Bed 5. G5 Crew Cab with 6 and ¾ Foot Bed 6. Each listed above with deletion of the truck bed and addition of Knapheide Service Body 696 Series or similar make and dimension service

	<p>body, with: Four sets of keys to body.</p> <ul style="list-style-type: none"> a. Flip Top Compartments b. Steel ball hitch recess bumper c. Master Locking Bar d. LED Stop/Tail/Turn and Backup Lights e. LED Compartment Lights <p>7. HEAVY-SERVICE PACKAGE FOR PICKUP BOX DELETE includes:</p> <ul style="list-style-type: none"> ● Heavy-service front springs (200 lbs. Upgrade above the spring computer selected as a consequence of options chosen. Not to be Included however if maximum springs have been computer selected as standard equipment). ● Rear stabilizer bar ● Rear auxiliary springs <p>8. Additionally, replacement of spare tire, if deleted with pickup box delete.</p> <p>8. Spray in bed liner- Black</p> <p>10. Back up camera</p> <p>11. Roof mounted fully populated LED light bar with arrow stick, take downs & alley lights. Two amber lights mounted on front and rear of vehicle.</p>
<p>35. Optional</p>	<ul style="list-style-type: none"> 1. Snow Plow: Western Plow Wide-Out XL Version or approved equal 2. Telescopic Roof: KUVcc Product Line or approved equal 3. Slide Out Tray: 100% Extendable with Marine Grade or Salt Treated ¾ inch Plywood Top with Minimal 750 lb. Weight Rating <p>Note: specification to broken down and be specified individually as:</p> <ul style="list-style-type: none"> ● G1 ● G2 ● G3 ● G4 ● G5

Vehicle Specification (H) – 350/3500 Series Pickup Truck

1. Fuel Type	87 Octane or Diesel
2. Year	2019
3. Maximum Seating	See # 33
4. Color, Exterior	White
5. Color, Interior	Gray Cloth Seats. Delete carpet floor, add full rubber, or similar floor
6. Engine	6.0 L to 6.2 L
7. Transmission	Automatic
8. Drive	4-Wheel Drive
9. Limited Slip Rear	Yes
10. Doors	See #33
11. Bed Length	See #33
12. Tires	Standard for Model
13. Wheels	Standard for Model
14. Air Conditioning	Yes
15. Cruise Control	Yes
16. Door Locks	Power
17. Windows	Power
18. Trailer package	Trailer Hitch w/ trailer plug and brake controller
19. Snow Plow Prep	Yes
20. Headroom Front	NA
21. Maximum Leg Room front	NA
22. Hip Room Front	NA
23. Shoulder room Front	NA
24. Ground Clearance	NA
25. Fuel tank	Standard for Make/Model
26. Skid Plate	NA
27. Running Boards	Yes
28. Provision for aftermarket roof mounted Light bar	Yes
29. Recovery Hooks	NA
30. License Plate Bracket	Yes, Front and rear
31. Bluetooth, or similar hands free device	Yes
32. Warranty	Minimum bumper to bumper 3yr/36K Miles, Minimum Powertrain 5yr/60K Miles
33. Roadside Safety Kit	Yes
34. Additional	Specifications to be quoted: A. Dual Rear Wheel Double Cab or Super Cab 4x4 with standard 8 foot bed. 1. HEAVY-SERVICE PACKAGE ● Heavy-service front springs (200 lbs. Upgrade above the spring computer selected as a consequence of options chosen. Not to be Included however if maximum springs have been computer selected as standard equipment). ● Rear stabilizer bar ● Rear auxiliary springs

	2. Backup camera
35. Optional	<p>Delete Bed and Add Service Body Includes: Dual Wheel Crew Cab w/ 8 foot Knapheide Service Body 600 Series or similar make service body, with: Four sets of keys.</p> <ol style="list-style-type: none"> 1. Steel ball hitch recess bumper 2.. Master Locking Bar 3. LED Stop/Tail/Turn and Backup Lights 4. LED Compartment Lights 5. HEAVY-SERVICE PACKAGE FOR PICKUP BOX DELETE includes: <ul style="list-style-type: none"> ● Heavy-service front springs (200 lbs. Upgrade above the spring computer selected as a consequence of options chosen. Not to be Included however if maximum springs have been computer selected as standard equipment). ● Rear stabilizer bar ● Rear auxiliary springs 6. Additionally, replacement of spare tire, if deleted with pickup box delete. 7. Crane Reinforcement Kit to handle up to 4,000 Ft. Lbs. added on the rear curbside corner of the body. 8. Curbside rear suspension should have an additional auxiliary spring added to support the crane and keep the truck level. 9. Addition and installation of Liftmore 3200 Crane. Model 3200REE. Including Outrigger and Boom Rest 10. Heavy duty alternator and second vehicle battery is required to keep the voltage as high as possible and shall be installed in parallel with the vehicle's battery. Second battery shall be a Group 31 "DEEP CYCLE" battery, or similar. 11. Spray in bed liner- Black 12. Backup camera 13. Roof mounted fully populated LED light bar with arrow stick, take downs & alley lights. Two amber lights mounted on front and rear of vehicle. 14. Snow Plow: Western Plow Wide-Out XL Version or approved equal

Vehicle Specification (I) – 550/5500 Series Chassis Truck

1. Fuel Type	Diesel
2. Year	2019
3. Maximum Seating	5-6
4. Color, Exterior	White
5. Color, Interior	Gray Cloth Seats. Delete carpet floor, add full rubber, or similar floor
6. Engine	Min. 6.0 L
7. Transmission	Automatic
8. Drive	4-Wheel Drive
9. Limited Slip Rear	Yes
10. Doors	4 Door Full Size
11. Wheel Base	To accommodate 11' body
12. Tires	Standard for Model
13. Wheels	Standard for Model
14. Air Conditioning	Yes
15. Cruise Control	Yes
16. Door Locks	Power
17. Windows	Power
18. Tow package	Class V with D rings, 7 pin RV plug, and brake controller
19. Snow Plow Prep	Yes
20. Headroom Front	NA
21. Maximum Leg Room front	NA
22. Hip Room Front	NA
23. Shoulder room Front	NA
24. Ground Clearance	NA
25. Fuel tank	Standard for Make/Model
26. Skid Plate	NA
27. Running Boards	Yes
28. Recovery Hooks	Yes
29. License Plate Bracket	Yes, Front and rear
30. Bluetooth, or similar hands free device	Yes
31. Warranty	Minimum bumper to bumper 3yr/36K Miles, Minimum Powertrain 5yr/60K Miles
32. Roadside Safety Kit	Yes
33. Additional	Specifications to be quoted: 1. Spare tire and wheel and jack 2. Factory up fitter switches (6) 3. Backup camera 4. GVWR- min. 19,500 lbs. 5. Four sets of keys including service body 6. Master Locking Bar 7. LED Stop/Tail/Turn and Backup Lights 8. LED Compartment Lights 9. Roof mounted fully populated LED light bar

	with arrow stick, take downs & alley lights. Two amber lights mounted on front and rear of vehicle (wired to #6). 10. Service Body - Min. length 11' - Flip Top High Profile -700 Configuration
34. Optional	1. Spray in bed liner- Black (cargo area, inner tailgate, apron, and bumper) 2. Snow Plow: Western Plow Wide-Out XL Version or approved equal

Vehicle Specification (J) - Suburban

1. TYPE	4X4, MINIMUM 7500 GVWR
2. YEAR:	NEW 2019 MODEL YEAR
3. COLOR:	EXTERIOR SUMMIT WHITE, SOLID
4. COLOR:	INTERIOR BLACK OR EQUIVALENT
5. ENGINE:	MINIMUM 5.3 LITER, GAS V8 WITH HIGH CAPACITY AIR CLEANER
6. TRANSMISSION:	ELECTRONICALLY CONTROLLED AUTOMATIC 6-SPEED WITH OVERDRIVE AND TOW/HAUL MODE
7. DOORS:	FOUR (4), TWO (2) EACH SIDE, LIFTGATE REAR DOORS
8. TIRES:	FIVE (5) FULL SIZE TIRES, P265/65R18 LOAD RANGE "D" OR BETTER
9. WHEELS:	ALUMINUM WHEELS 18" X 8.5"
10. GLASS:	ALL WINDOWS STANDARD DEEP TINT GLASS EXCEPT FRONT DRIVER'S AND PASSENGER'S SIDE DOOR
11. AIR CONDITIONING:	FRONT AND REAR WITH SEPARATE CONTROLS
12. HEATER:	FRONT AND REAR AUXILIARY
13. AXLES:	FRONT - HEAVY DUTY FOR MODEL QUOTED FRONT COIL OVER SHOCK MOUNTED WITH STABILIZER BAR REAR - HEAVY DUTY FOR MODEL QUOTED, LIMITED SLIP LOCKING REAR.3.42 AXLE RATIO REAR MULTILINK WITH COIL SPRING
14. BRAKES:	FOUR WHEEL ANTI-LOCK DISC BRAKES POWER ASSISTED VAC. POWERTRAIN GRADE BRAKING
15. HUBS:	AUTOMATIC LOCKING WITH ACTIVE 2 SPEED ELECTRONIC AUTOTRAC
16. RADIO:	AM/FM STEREO/CD, MP3 COMPATIBLE

17. HORNS:	ELECTRIC, STANDARD
18. MIRRORS:	POWER ADJUSTABLE, MANUAL FOLDOUT HEATED, STANDARD FOR BODY TYPE
19. WIPERS:	TWO (2) SPEED INTERMITTENT WITH WASHER INCLUDING REAR WINDOW
20. STEERING:	POWER STEERING WITH TILT WHEEL
21. CRUISE CONTROL:	STANDARD
22. DOOR LOCKS:	POWER
23. WINDOWS:	POWER
24. FRONT SEAT:	BUCKET SEATS WITH PREMIUM CLOTH 40/20/40 WITH CENTER SECTION DELETED <u>seat belt extenders for each position</u>
25. REAR SEATS:	VINYL 60/40 SEATS, THIRD SEAT VINYL <u>seat belt extenders for each position</u>
26. TRAILER PACKAGE:	MAX INTEGRATED BRAKE CONTROLLER, 7 WIRE HARNESS WITH INDEPENDENT FUSED TRAILING CIRCUITS MATED TO A 7 WAY SEALED CONNECTOR AND 2" TRAILER RECEIVER
27. FUEL TANK:	SINGLE TANK, 30 GALLON CAPACITY MIN
28. SKID PLATE SHIELD:	PROTECTIVE COVER OIL PAN, FRONT DIFFERENTIAL PACKAGE, TRANSFER CASE
29. COOLERS:	HEAVY DUTY ENGINE COOLER AND TRANSMISSION COOLER
30. BUMPERS:	COLOR KEYED WITH BUMPER GUARDS
31. SUSPENSION:	INCREASED CAPACITY HEAVY DUTY TOWING, PREMIUM SMOOTH RIDE

32. INTERIOR FLOOR:	RUBBER COATING
33. DAYTIME RUNNING:	WITH AUTOMATIC EXTERIOR LAMPS LIGHTS
34. EXHAUST SYSTEM:	ALUMINIZED STAINLESS STEEL EXHAUST
35. BATTERIES:	DUAL MINIMUM OF 1 720 CCA AND 1 730 CCA WITH 150 AMP ALTERNATOR
36. REAR COLLISION:	AVOIDANCE SYSTEM, STANDARD REAR VISION CAMERA AND PARK ASSIST
37. RUNNING BOARDS:	FULL LENGTH RUNNING BOARDS, BLACK WITH A 300 POUND CAPACITY
38. CONTENT THEFT ALARM:	DISABLE FEATURE
40. LUGGAGE RACK:	STANDARD SIDE RAIL
41. PEDALS:	POWER ADJUSTABLE
42. RECOVERY HOOKS:	FRONT FRAME MOUNTED
43. LICENSE PLATE:	FRONT AND REAR WITH MOUNTING BOLTS/BRACKETS
44. ONSTAR:	WITH BLUE TOOTH
45. WARRANTY:	MINIMUM 36,000, 3 YEAR BUMPER TO BUMPER, 100,000 MILE POWERTRAIN
END	

2019 EMS Response Vehicle Cabinetry Conversion Up-fit built on a 1/2 ton 2019 Chevy Suburban

General Provisions:

1. The awarded vendor will pick the vehicle up at the, Emergency Medical Services Logistics Office located at # 8 Mulberry Street Georgetown, DE 19947
2. A 5-year written warranty for non-wearing parts on the installed cabinetry, flip up door windows shall be provided. .
3. Conversion must meet or exceed any applicable State of Delaware Motor Vehicle Code, Federal Motor Vehicle Safety Standards and all Applicable State, Federal and Industry Standards
4. Vehicles shall be completed and delivered within sixty (60) days from time of receipt of the vehicle by the vendor. A \$ 100.00 per day penalty past the 60 days may be assessed.
5. A pre-scheduled inspection will be permitted during construction. Final inspections will be permitted at the vendor's location prior to delivery.
6. All graphics, striping, and lettering will be performed by Sussex County EMS.
7. Weight documents from a certified scale documenting actual load on front and rear axles and overall weight shall be provided at time of delivery.
8. All electrical system up-fits unless specified in this specification shall be provided/completed by Delaware Division of Communications.
9. Awarded vendor shall have/maintain a 24-hour access facility within 30 miles of Sussex County, DE.

Custom Cabinetry Specifications:

1. Prior to construction, the awarded Bidder shall provide three drawings of the installation for the EMS Department to review and approve. The drawings shall show such cabinets locations and dimensions. The drawing shall be a visual interpretation of the unit as it is to be constructed. The buying authority shall sign all drawings. One print shall be retained by the EMS Department, the Dealer shall retain one print, and one print shall be returned used as the working copy during manufacturing.
2. Cabinetry will be constructed per the customer's specifications based on 2019 model year using the 2018 in service Suburban as a template. The

pictures provided do not reflect accurate measurements and proportions and they are not drawn to scale. It is the responsibility of the vendor to provide an accurate plan drawn to scale to insure the plan fits the vehicle prior to constructions. Vehicle specifications are provided in this packet. Bidder is encouraged to schedule an on-site visit to view a current in service vehicle.

3. Cabinetry is to be constructed in such a manner as to be re-mountable in a new vehicle. Each section is a specific module allowing easy removal and re-installation in a new vehicle. Each module will be joined to each other with core 20 stainless steel hardware. Cabinetry will be attached to the vehicle using hardened bolts and existing bolt locations on the vehicle, i.e. seat mounting bolts after removal of seat, tie-down points.
4. Cabinetry sides shall be constructed of 3/4" high density polyethylene. Top surfaces shall be Rhino™ or equivalent coated to provide an anti-slip surface. Bottom and side surfaces can be smooth, and the color will be determined by the EMS Department. Brushed aluminum with recessed screws only on exposed ends. Construction grade adhesive suitable for the purpose will be used on all joints where applicable. In addition, all joints will be secured with non-corroding stainless steel type screws suitable for the purpose every four to six inches. Screw heads will be recessed and filled so that they are not visible. All hardware will be heavy duty, and of a non-corroding type material suitable for the purpose. The area in the Suburban where the jack is located on the driver's side shall be modified to allow for maximum space for EMS equipment with cut edges rounded to prevent employee injury. The plastic OEM molding when removed leaving exposed body side shall be painted black. All hardware must be stainless steel.

Roll Out Slide Tray:

5. Customer supplies slide out tray frame, a 100% full extension ("Slidemaster" brand) slide rollers and tray must be able to hold six hundred (600 lbs.) pounds. The rollout shelf ("Slidemaster" brand) will have a center pull handle installed. The awarded Bidder shall install a single, 3/4" high density polyethylene tray with Rhino™ or equivalent coated to provide an anti-slip surface with two (2) removable/adjustable metal vertical dividers with slots fabricated/cut to hold two (2) Stat Pack Perfusion brand backs vertical. The rear of the tray and the OEM tailgate plastic cover shall be cut and then covered with a thin sheet of stainless steel to provide a finished look while maintaining use. If not installed by Slidemaster a secondary pull

handle shall be installed to allow for assisting the movement of the tray, location TBD by SCEMS.

6. A 3" lip will be provided at the front bottom tray to prevent equipment from sliding back when opened.
7. Front edge of shelf shall be constructed of 3/4" high density polyethylene.

Top Shelf:

1. A 3/4" high density black polyethylene top shelf will be mounted over the roll out slide tray. Aluminum shelf supports will be suitable for the purpose and must secure the shelf from movement during operation. The shelf must be able to hold two-hundred and fifty pounds(250lbs) without precluding the movement of the Stat Pak bags. The shelf will be secured in a way that prevents sagging in the middle. Edge of the shelf shall be brushed aluminum and be installed with 1/4" lip Height of shall be determined by the EMS Department. surfaces shall be Rhino™ or equivalent coated to provide an anti-slip surface.

Front Bulk Head:

1. The front bulk head made of 3/4" high density black polyethylene shall integrate a 110-volt heater supplied by the EMS Department and have opening to access equipment if the rear hatch failed.

Side Flip Up Doors:

1. The rear driver & passenger side glass shall be removed and replaced with an aluminum door. This door must be fabricated in a manner that is weather tight with a full length stainless steel top hinge, shock absorber style opener and automotive style weather seal. Each flip up door shall have two adjustable locks/openers key to # 1250. The door and frame shall be painted a WA8555 satin black automotive paint or powder coated.

Power Points:

1. Install three (3) triple 12v & 3 dual 110V power points. 1st on side of rear shelf, 2nd on passenger side of rear shelf, 3rd on bottom of top shelf accessible to rear tray. Location TBD by SCEMS. The wiring for these shall be run, secured and coiled under the 2nd row passenger seat for final installation by DIVCOM

Opticom:

1. A manual switch shall be provided and placed on the vehicle steering column that cuts off the Opticom when the vehicle is placed in the "park" position automatically. The awarded Bidder shall integrate and work with DIVCOM to interface the wiring required to accomplish this mode of operation. The light bar (a Whelen Liberty II.) shall be reprogrammed to re-activate the Opticom when vehicle is taken out of the park position

Industrial Grade Power Contact Module

1. Install an industrial grade contact type device that allows for the 12-volt power to energize two surface mounted 12-volt cigarette style power points that are contained in a protective box with a power small blue LED light on the front of the sliding tray, Location TBD by the EMS Department. This will allow the power points to be energized when sliding rear tray is in closed position.

AM/FM Radio Antenna Install:

1. Provide and install on passenger side front fender cowl a high quality external style AM/FM antenna. The wire is to be run out of sight and interfaced/connected with the OEM AM/FM radio.



END of CABINET CONVERSION UP-FIT SPEC

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

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

RE: **ANGOLA NORTH EXPANSION – SR 24, LOVE CREEK AND CAMP
ARROWHEAD ROAD, PROJECT 17-04
CHANGE ORDER NO. 1**

DATE: July 24, 2018

Council approved the northern sewer extension of the Angola Neck area of the Unified Sewer District on October 7, 2014. On February 17, 2017, Council awarded the Angola North Expansion-SR 24, Love Creek & Camp Arrowhead Road to Pact One, LLC in the amount of \$5,826,250.00 with a contract duration of 365 days. The project is nearing completion with all improvements installed and restoration ongoing.

Currently the following three (3) items are being processed that require an amendment to the contract; (1) Additional milling and grading of existing deteriorated pavement (2) Modification to creek crossing using directional drilling as opposed to a guided boring system (3) Non-compensatory time extension related to abnormal weather and site conditions.

The proposed change order no. 1 includes the items note above. Subsequently we will approach Council with change order no. 2 for project close out. The Engineering Department here in requests Council's approval of change order no. 1 in the credit amount of (\$58,500.42), for a new contract cost of \$5,767,749.58.



DATE: 7/24/2018

STATE: Delaware

SEPARATELY FUNDED PROJECT

COUNTY: Sussex

CONTRACT CHANGE ORDER

CONTRACT FOR: Angola North Expansion – SR-24, Love Creek & Camp Arrowhead Road (Contract 17-04)

OWNER: Sussex County Engineering Department

To: PACT One, LLC.
 (Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE In Contract Price	INCREASE In Contract Price
(Line Item No. 1) Added In-Place Milling / Fine Grading Existing Roads (Love Creek Woods).		\$ 31,499.58
(Line Item No. 2) Horizontal Directional Drilling of the Gravity Sewer Under Love Creek.	\$ (90,000.00)	
(Line Item No. 3) - Non-Compensatory Contract Time Extensions DelDOT Shutdown Directive & Weather-Related Delays - 13 Calendar Days		\$ 0.00
TOTALS	\$ (90,000.00)	\$ 31,499.58
NET CHANGE IN CONTRACT PRICE	\$ (58,500.42)	

JUSTIFICATION: (Differing Construction Method) (Design Change) (Factors Affecting Time of Completion)

Additional milling and fine grading of existing pavement within the love Creek Woods subdivision which was not part of the original Contract documents. Contractor proposed cost credit and construction method for installing the proposed gravity sewer under Love Creek. Contractor requested, "zero dollar", Contract time extension for abnormal weather events and unforeseen jurisdictional agency shutdowns within project roadways which adversely impacted/delayed the Contractor completing the Contract 17-04 work.

The original amount of the Contract: Five Million, Eight Hundred Twenty-Six Thousand, Two Hundred Fifty Dollars and Zero Cents: _____ Dollars (\$5,826,250.00)

The amount of the Contract as adjusted by all previously approved Change Orders: Five Million, Eight Hundred Twenty-Six Thousand, Two Hundred Fifty Dollars and Zero Cents: _____ Dollars (\$5,826,250.00)

The amount of the Contract will be (Decreased) through this Change Order by the sum of: Fifty-Eight Thousand, Five Hundred Dollars and Forty-Two Cents _____ Dollars (\$ 58,500.42)

The Contract Total including this and all previous Change Orders will be: Five Million, Seven Hundred Sixty-Seven Thousand, Seven Hundred Forty-Nine Dollars and Fifty-Eight Cents: _____ Dollars (\$5,767,749.58)

The Contract Period provided for completion will be (Increased) (Changed) by: _____ (+13) Calendar Days

This document will become a supplement to the contract and all provisions will apply hereto.

Requested: _____
(Owner - Sussex County Engineering Department) (Date)

Recommended: Michael J. Gilbert WRA 7/18/18
(Owner's Architect/Engineer - Whitman, Requardt and Associates, LLP) (Date)

Accepted: [Signature] 7/24/18
(Contractor - PACT One, LLC) (Date)

Approved by State of Delaware: _____
(Dept. of Natural Resources and Environmental Control, Division of Water Resources) (Date)

After all four (4) copies of the Change Order have been signed and dated by authorized representatives of all the applicable parties in the spaces provided above, transmit one (1) copy to each party as listed below.

- () State of Delaware's Copy
- () Contractor's Copy
- () Borrower/Grantee's Copy
- () Architect/Engineer's Copy

Contract 17-04

<p>Angola North Expansion – SR-24, Love Creek & Camp Arrowhead Road Change Order No. 1 - Cost Summary Sheet (Addition and/or Changes of Various Items)</p>

Change Order Cost Summary Sheet with Proposed Line Item Costs and/or Credits							
Line		Proposed			Actual	Contract	Contract
Item No.	Description of Individual PCO Line Items	Quantity	Unit	Unit Price	Quantity	Added Cost	Credit
1	Added In-Place Milling / Fine Grading Existing Roads (Love Creek Woods)	1	LS	\$ 31,499.58	1	\$ 31,499.58	
2	Horizontal Directional Drilling of the Gravity Sewer Under Love Creek	1	LS	\$ (90,000.00)	1	\$ -	\$ (90,000.00)
3	Non-Compensatory Contract Time Extension - 13 Calendar Days (DelDOT Shutdown Directives and Weather Related)	1	LS	\$ -	1	\$ -	\$ -

	Sub-Totals for Costs and Credits	\$ 31,499.58	\$ (90,000.00)
	Total Change Order No. 1 (Credit)		\$ (58,500.42)

Summary of Contract Change Orders - Contract 17-04

Original Contract Amount	\$ 5,826,250.00
Amount of Previous Change Orders: No. 0 through No. 0	<u>\$ -</u>
Contract Total Including Previous Change Orders	\$ 5,826,250.00
+	
Total of Change Order No. 1	Decrease <u>\$ (58,500.42)</u>
=	
Revised Contract No. 17-04 Total (Including Change Order No. 1)	\$ 5,767,749.58

Line Item No. 1

In-Place Milling / Fine Grading Existing Roads = \$31,499.58
(Love Creek Woods - Additional Work-Related Request)

Contract 17-04 Cost Increase = \$31,499.58

Gilbert, Michael

From: Brad Hawkes <bhawkes@sussexcountyde.gov>
Sent: Tuesday, April 17, 2018 4:55 PM
To: Duncan Gordon; Hinz, Will
Cc: Gilbert, Michael; Thomas Feret Sr.; Carlos Costa; Joseph Mazzuca; Hans Medlarz
Subject: Re: Love Creek woods - Mill and Pave - PROPOSAL

Duncan

The County Engineer has agreed to the terms as presented in my previous email for the milling in Love Creek Woods

Thanks

Brad

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Brad Hawkes <bhawkes@sussexcountyde.gov>
Date: 4/17/18 11:27 AM (GMT-05:00)
To: Duncan Gordon <duncan@pactconstruction.com>, "Hinz, Will" <WHinz@wrallp.com>
Cc: "mgilbert@wrallp.com" <mgilbert@wrallp.com>, "Thomas Feret Sr." <tferet@sussexcountyde.gov>, Carlos Costa <carlos@pactconstruction.com>, Joseph Mazzuca <joe@pactconstruction.com>, Hans Medlarz <hans.medlarz@sussexcountyde.gov>
Subject: Love Creek woods - Mill and Pave - PROPOSAL

Duncan

Thanks for the quick reply.... As I mentioned, my offer is contingent on the County Engineer's approval which will be discussed later today.

He has requested a square yard value be determined for comparison and future use in the balancing change order

G&L lump sum 39,661 / 13,410 total area = \$2.96 per sqyd

County portion of Love Creek Woods milling is 10,135sqyd @\$2.96 = 29,999.60 + mark-up & other contingents pending review/approval

$$29,999.60 \times 1.05 = 31,499.58$$

I will circle back with you this afternoon

Thanks

Brad



April 11, 2018

Re: Angola North Expansion Addon Love Creek Mill in Place
Lewes, DE

Duncan A. H. Gordon (PACT Construction):

We are pleased to offer this proposal to furnish all labor, equipment and materials, as specified herein, for paving on the above referenced project Angola North Expansion, Lewes, DE. Scope of work follows.

GENERAL CONDITIONS

- Project management
- Project superintendence
- Mobilization

SURFACING

- Mill in place existing hot mix
- Fine grade existing roadways

BASE BID TOTAL

\$39,661.00

Angola North Expansion Add on Love Creek Mill in Place					
10	IE / Mobilization	1	LS	\$ 2,500.00	\$ 2,500.00
20	Milling Existing Roadways in Place	1	LS	\$ 9,000.00	\$ 9,000.00
30	Fine Grading Roadways	13410	SY	\$ 2.10	\$ 28,161.00
					\$ 39,661.00

\$21.00

*Any additional stone that is needed to achieve grade will be billed at \$50.00 per ton.
 *Any utility adjustments are the responsibility of PACT Construction prior to grading and paving.

George & Lynch, Inc.
 150 Lafferty Lane Dover, Delaware 19901
 Phone: 302-736-3031 / Fax: 302-342-3160 / E-mail: jloreca@geolyn.com

Line Item No. 2

Horizontal Directional Drilling of the Gravity Sewer = (\$90,000.00)
(Under Love Creek)

Contract 17-04 Cost Credit = (\$90,000.00)



July 7, 2017

Mr. Duncan Gordan
PACT One, LLC.
554 Route 31 North
Ringoes, NJ 08551

Re: Angola Neck Sanitary Sewer District (ANSSD)
Angola North Expansion – SR-24, Love Creek and Camp Arrowhead Road
Sussex County Contract 17-04-
PCO. 1 – Directional Drilling

Dear Mr. Gordan:

We are in receipt of the proposed PCO request for the various Directional Drill crossings. Our response is as follows:

- 1) Item 1: 12-inch FM crossing at 24-inch culvert We have reviewed with the County and do not want to pursue an official PCO at this time. Installation in this area will be at PACT's own risk. We do recognize that there is potential savings and are willing to review further based on the performance of the drill.
- 2) Item 2: Proposed gravity under Love Creek: The County will accept the proposed lump sum credit of \$90,000 as referenced in your PCO request for directional drilling the force main in lieu of micro-tunneling the gravity sewer. This acceptance is under the stipulations noted in your correspondence regarding Pacts Ones acceptance of all associated risks involved.
- 3) Item 3: Grinder Pump forcemain directional drill: The installation via directional drilling is considered the Contractors means and methods. As such, no PCO will be pursued for the grinder pump lines.

We are in receipt of your HDPE pipe submittal and will review expediently. Mike Gilbert will contact you regarding executing the necessary forms for Item #2 as noted above.

Very truly yours,

Whitman, Requardt & Associates, LLP

Will Hinz
Project Manager

cc: Joe Wright, P.E. (Sussex County)
Brad Hawkes (Sussex County)

Michael Gilbert (WRA)
File No: 14256-022

PACT ONE, LLC

P.O. BOX 74, RINGOES, NJ 08551
PHONE 908-788-1985
FAX 908-788-5780

May 31, 2017

Mr. Will Hinz, P.E. (via email only WHinz@wrallp.com)
Whitman, Requardt, & Associates, LLP
801 South Carline Street
Baltimore, MD 21231

RE: Angola Neck Sanitary Sewer District (ANSSD): Angola North Expansion – SR-24, Love Creek and Camp Arrowhead Road.
Contract 17-04.

Subject: P.C.O No.1 – Directional Drillings.

Dear Mr. Hinz,

As discussed at the Preconstruction Meeting for Contract 17-04, PACT ONE, LLC (PACT) formally requests to Horizontal Directional Drill the 12" Force Main crossing at the 24" Culvert at Camp Arrowhead Road (STA. 85+40), to Horizontal Directional Drill the 8" Proposed Gravity Sewer in Lieu of the Pilot Tube MicroTunnel under Love Creek from, manholes MH-45 (The Boathole) to MH-46 (Love Creek Drive) and to Horizontal Directional Drill the 1.5"/2.5" Force Main along Camp Arrowhead Road (STA. 0+00 to STA. 10+00).

12" Force Main crossing at the 24" Culvert at Camp Arrowhead Road (STA. 85+40).

Due to the location of the unforeseen existing conditions including the electrical service, the location of the proposed open cut force main would have to be relocated into the travelling lane of Camp Arrowhead Road. Relocating the proposed open cut force main into the travel lane would lead to many several issues resulting in the use of contingent items and increasing the likelihood that the existing 24" Culvert would have to be replaced. We believe a better approach for the installation for the 12" force main in the location between STA. 83+00 and STA. 89+00 would be to perform the installation by Directional Drill, which would mitigate the need to relocate the force main into the travel lane and mitigate the need to replace the 24" culvert located at STA. 85+40 and the required the 'Road Closure'.

We propose that the Directional Drilled 12" Force Main be billed under the new bid item "A-17A: 12" Directional Drill Force Main" at a lump unit price of **\$100,000.00**. We feel this change will significantly reduce the need for contingent items on the project. PACT anticipates that this change would lead to net project savings of **\$9,555.00** as outlined in following Bid Items:

A-17A	Directional Drill FM	1	LS	\$ 100,000.00	\$ 100,000.00
A-17	Furnish and Install PVC Force Main (12")	600	LF	\$ 85.00	\$ (51,000.00)
A-33	Replacement of Existing Storm Drain Pipes (24")	30	LF	\$ 150.00	\$ (4,500.00)
B-1	Contingent Unclassified Excavation	80	CY	\$ 11.00	\$ (880.00)
B-2	Contingent Aggregate Material, Type "B" (Crusher Run)	180	Ton	\$ 21.00	\$ (3,780.00)
B-3	Contingent Porous Fill Material, No.57 Stone	90	Ton	\$ 23.00	\$ (2,070.00)
B-9	Contingent Hotmix	110	Ton	\$ 75.00	\$ (8,250.00)
C-1	Contingent Relocation of FM from Grass Shoulder into Travel Lane	600	LF	\$ 40.00	\$ (24,000.00)
C-3	Contingent On-site Soil Testing	15	Hrs	\$ 100.00	\$ (1,500.00)
C-4	Contingent Soils Laboratory Tests	4	EA	\$ 300.00	\$ (1,200.00)
C-7	Contingent Well Pointing	275	LF	\$ 45.00	\$ (12,375.00)
					<u>\$ (12,375.00)</u>
					NET \$ (9,555.00)

In summary, PACT believes that the changes outlined above will lead to an overall project savings, save time, minimize impacts to the DeIDOT ROW and mitigates risk to all parties.

Proposed Gravity Sewer under Love Creek.

We extensively discussed the 8" Proposed Gravity Sewer under Love Creek with both our Pilot Tube Microtunneling Subcontractor and our Directional Drilling Subcontractor. After these discussions and further research we believe that the best application to install the 8" Proposed Gravity Sewer under Love Creek would be to Directional Drill on grade as shown on the original bid documents. We feel due to the combination of soil types, ground water and existing conditions leads us to have concerns about the success of the Pilot Tube Microtunnel application with the possible risk of maintaining the horizontal grade required. In discussions with our Directional Drilling Subcontractor he has assured us that holding grade should not be a problem in these conditions for the Horizontal Directional Drilling Application.

Due to the efficiencies of the Horizontal Directional Drilling Application, PACT is offering a lump sum \$90,000.00 credit for the 8" Proposed Gravity Sewer under Love Creek between MH-45 and MH-46 for the installation to be performed by the Horizontal Directional Drilling Application in lieu of Pilot Tube Microtunneling Application. If the installation by the Horizontal Directional Drilling Application is not successful PACT will then attempt the installation by the Pilot Tube Microtunneling Application. PACT is proposing to install the 8" Gravity Sewer under Love Creek by the Horizontal Directional Drilling Application at our own risk and will not submit a request for a change order for time or money if the directional drill is not successful.

PACT believes the above described change will lead to significant savings on the project and will minimize risks for all parties.

1.25"/1.5"/2.5" Force Main at Camp Arrowhead Road (STA. 0+00 to STA. 10+00).

We would like to Directional Drill the smaller diameter force main from the intersection of the Camp Arrowhead Road and John J. Williams Highway (S.R.24) and also the force main that connects the additional grinder pump located at LOT 128 on Camp Arrowhead Road, we feel that this is a much safer approach not only for our crews but also for the commuters in this area. If Directional Drilling the force main is permitted, this will reduce the impact of lane closures and construction traffic at the intersection and the bend along Camp Arrowhead Road. In discussions with our Directional Drilling Subcontractor he has assured us that the radius should not be a problem for the Horizontal Directional Drilling Application.

We propose that the Directional Drilled 1.5" Force Main be billed under the new bid item "A-13A: 1.5" Directional Drill Force Main (Camp Arrowhead Rd)" at a lump sum price of \$13,000.00; the 1.25" Force Main that services the additional Grinder Pump on Lot 128, we propose that the Directional Drilled 1.5" Force Main be billed under "A-13B: 1.5" Directional Drill Force Main (LOT 128)" at a lump sum price of \$20,000.00 and that the Directional Drilled 2.5" Force Main be billed under the new bid item "A-14A: 2.5" Directional Drill Force Main (Camp Arrowhead Rd)" at a lump sum price of \$50,000.00. We feel this change will significantly reduce the need for contingent items on the project. PACT anticipates that this change would lead to net project savings of \$29,410.00 as outlined in following Bid Items:

A-13A	Directional Drill FM 1.5" (Camp Arrowhead Rd)	1	LS	\$ 13,000.00	\$ 13,000.00	
A-13B	Directional Drill FM 1.5" (LOT 128)	1	LS	\$ 20,000.00	\$ 20,000.00	
A-14A	Directional Drill FM 2.5" (Camp Arrowhead Rd)	1	LS	\$ 50,000.00	\$ 50,000.00	
A-13	Furnish and Install PVC FM 1.5" (Inc. LOT 128)	550	LF	\$ 70.00	\$ (38,500.00)	
A-14	Furnish and Install PVC FM 2.5"	800	LF	\$ 72.00	\$ (57,600.00)	
B-2	Contingent Aggregate Material, Type "B" (Crusher Run)	60	Ton	\$ 21.00	\$ (1,260.00)	
B-9	Contingent Hotmix	50	Ton	\$ 75.00	\$ (3,750.00)	
C-3	Contingent On-site Soil Testing	5	Hrs	\$ 100.00	\$ (500.00)	
C-4	Contingent Soils Laboratory Tests	6	EA	\$ 300.00	\$ (1,800.00)	
C-7	Contingent Well Pointing	200	LF	\$ 45.00	\$ (9,000.00)	
					NET	\$ (29,410.00)

In summary, PACT believes that the changes outlined above will lead to an overall project savings, save time, minimize impacts to the DeIDOT ROW and mitigates risk to all parties.

Summary.

PACT believes that the changes outlined above would lead to project savings of about \$130,000 for parts A, B and C.

Please let me know if you have any questions or need anything further.

Sincerely Yours,
PACT ONE, LLC.


Duncan Gordon, Project Manager

Line Item No. 3

13 Calendar Days (CD's)
Non-Compensatory Contract Time Extension

July 9th to July 22nd, 2018: 13 CD's per PACT's February 20th, 2018 Letter
(DelDOT Shutdown Directive Delay Request)

&

(Abnormal Weather-Related Delays Request)

Contract 17-04 Cost Increase = \$0.00



March 1st, 2018

Duncan A. H. Gordon
PACT One, LLC
P.O. Box 74
Ringoos, New Jersey 08551

Re: Sussex County Contract 17-04 - PACT Contract Time Extension Request Review
Angola North Expansion - SR-24 Love Creek and Camp Arrowhead Road

Dear Mr. Gordon:

WRA has received PACT One, LLC's (PACT) February 20th, 2018 letter requesting a 13-calendar day, "Non-Compensatory" time extension on Angola North Expansion - SR-24 Love Creek and Camp Arrowhead Road project (Contract 17-04). The purpose of this correspondence is to provide WRA's assessment of PACT's request and formally state our recommendation to Sussex County Engineering Department (SCED).

Weather Related Items: PACT's letter references a "blizzard" weather event where PACT claims "lost work days" as a direct result of the significant January 4th, 2018 inclement weather event. Regarding any Contract time extension consideration for inclement weather dates, specification section 00700-4.05C(2) states that the Contractor shall be entitled to an "equitable adjustment" in Contract Times if "abnormal weather" conditions are encountered.

Of the dates claimed, the "blizzard" event merits consideration based upon WRA's review of on-site RPR field observation and National Weather Service records. This one (1) event includes the dates of January 4th through January 9th, 2018 (6 calendar days) associated with a significant/excessive snowfall accumulation event (blizzard on 1/4/18). This specific weather event resulted in the loss of planned work activities, not only during the initial scheduled 1/4/18 work day, but also into part of the following scheduled work week (through 1/9/18) due to remaining accumulated snow within the site access and site active work areas. As a result of the weather related impacts to the PACT planned work activities (for these dates) and the observed above normal snowfall accumulation amounts within the project work area, WRA hereby makes recommendation that (6) calendar days be approved by Sussex County Engineering Department (SCED) where no "significant" pump station or pipe installation work could be performed within private subdivisions or along Camp Arrowhead Road (and other roadways) due to the "abnormal weather" conditions.

As for the period containing the referenced dates of 1/10/18 through 1/14/18, PACT did mobilize additional work forces (a 2nd crew) to the project site on January 8th, 2018 (according to SCED's on-site RPR) and planned sewer installation work activities were either limited and/or could not have been performed by the mobilized 2nd PACT work crew as a result of the significant depth of remaining snow cover. The remaining snow cover did prevent and obscure the markings of existing utilities throughout the project work areas. In addition, there was a forecasted significant rainfall event that occurred on January 12th and 13th, 2018 that prevented any PACT forces from working throughout the project site. Based upon this information, WRA hereby makes recommendation that an additional (5) calendar days be approved by Sussex County Engineering Department (SCED).

In accordance with the Contract documents, the lost work day period, totaling (11) contract calendar days from January 4th through January 14th, 2018, could be considered as "abnormal weather" conditions and eligible for a non-compensatory contract time extension.

801 South Caroline Street

Baltimore, Maryland 21231

www.wrallp.com · Phone: 410.235.3450 · Fax: 410.243.5716

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DeIDOT Directed Delays: WRA has also reviewed and confirmed PACT's delay request claim of (2) total calendar days that are stated to have resulted from DeIDOT directed work site shutdowns associated with potential unsafe, vehicular traffic conditions at the site caused by weather related events (rain) and wet road conditions. The PACT claimed dates, including WRA's review comments (as confirmed by WRA's on-site RPR), are referenced below:

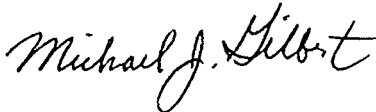
Wednesday, October 11th, 2017 and **Thursday, October 12th, 2017** - PACT did mobilize a work crew to the project site to perform the scheduled installation of the proposed 8" force main along Camp Arrowhead Road. Morning weather conditions on both days was light to moderate rain which created wet pavement surfaces on Camp Arrowhead Road. As a result, DeIDOT's on-site representative would not allow PACT's crew to perform the installation of the proposed 8" force main along Camp Arrowhead Road.

In summary, WRA hereby makes our recommendation that a non-compensatory time extension of (13) Contract calendar days, for work progress delays associated with the above referenced DeIDOT shutdown directives (2 days) and abnormal weather related events to date (1/4/18 blizzard and 1/11/18 rain = 11 days) be reviewed and approved by SCED. Pending SCED's review of WRA's recommendation and SCED's final decision, a total (13) Contract calendar day, non-compensatory, time extension (or any SCED approved portion thereof) will be accounted for as part of the anticipated Change Order No. 1 documents.

In closing, if SCED approves of the above reference WRA recommendation, PACT One, LLC is to make every effort to schedule and successfully perform a fully complete, automated start-up of the pump station facility, including the completion of all required work associated with the gravity sewer, force main and road restoration portions of the project by no later than July 22nd, 2018. Any future time extension requests must be based "outside the referenced details" of this specific Contract time extension and must be clearly presented by PACT to both SCED and WRA project managers under separate cover.

Very truly yours,

Whitman, Requardt & Associates, LLP



Michael J. Gilbert

cc: Joe Wright, P.E. (Sussex County)
Brad Hawkes (Sussex County)
Carlos Costa (PACT One, LLC)
Henrik Maxian, P.E. (PACT One, LLC)
Will F. Hinz, P.E. (WRA)
Ken Stubbs (WRA)
File No: 14256-022



PACT ONE, LLC

P.O. BOX 74, RINGOES, NJ 08551

PHONE 908-788-1985

FAX 908-788-5780

February 20, 2018

Mr. Will Hinz, P.E. (via email only whiz@rallp.com)
Whitman, Requardt, & Associates, LLP
801 South Carline Street
Baltimore, MD 21231

RE: Angola Neck Sanitary Sewer District (ANSSD): Angola North Expansion – SR-24, Love Creek and
Camp Arrowhead Road.
Contract 17-04.

Subject: Non-Compensatory Time Extension.

Dear Mr. Hinz,

PACT ONE, LLC agreed to perform all work for the construction of the ANSSD – Angola North Expansion within the time set forth in the Contract Documents. PACT ONE, LLC received the Notice to Proceed on the July 10th, 2017 after which PACT ONE, LLC had 365 days in which to fully complete the project and finish no later than the July 9th, 2018.

To date, the project has experienced one (1) abnormal weather event that impacted the performance and/or progress of the work that was schedule to be performed at that time. Due to a slow-moving blizzard that produced record amounts of snow accumulation, which was plowed into the work areas that covered survey controls and utility locates. The result was that Crew #1 could not continue with their scheduled work and Crew #2 could not start work and had to be re-scheduled for the following week. When conditions allowed, the scheduled work continued however the abnormal weather events resulted in time being lost due to non-productive work such as; repairing erosion and sediment controls and continued snow removal. The abnormal weather events prevented scheduled work on the on the following dates:

- Artic Blizzard (8+ Snowfall):
 - Crew #1: January 4th, 2018 thru to January 8th, 2018: 4 days.
 - Crew #2: January 8th, 2018 thru to January 14th, 2018: 7 days.

In total PACT ONE, LLC lost eleven (11) days of contract time due to abnormal weather conditions that were unanticipated and out with the control of PACT ONE, LLC.

The installation of the gravity sewer and force main was performed within the DeIDOT ROW, this work was subject to DeIDOT's approval. As discussed during our construction progress meetings there were a number holidays that no work would be allowed anywhere within the DeIDOT ROW's; PACT ONE, LLC did make a request and were permitted to work on two of these holidays. In addition, DeIDOT did stop planned work on occasion which resulted in planned work not being able to be performed and having to be rescheduled. The DeIDOT's restrictions impacted the project on the on the following dates:

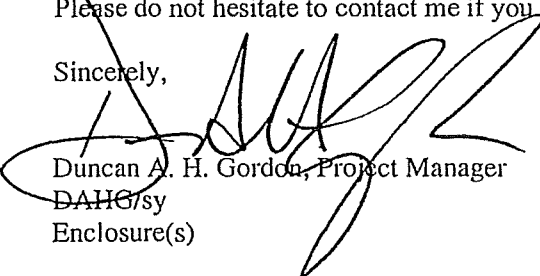
- Work Stopped: October 11th, 2017: 1 day.
- Work Stopped: October 12th, 2017: 1 day.

In total PACT ONE, LLC lost two (2) days of contract time due to DelDOT that were unanticipated and out with the control of PACT ONE, LLC.

PACT ONE, LLC formally requests a non-compensatory time extension of thirteen (13) calendar days which will allow the remaining work to be complete. If granted this would extend the overall contract duration to 378 days and the project completion date would be July 22nd, 2017.

Please do not hesitate to contact me if you need any further information or have any questions.

Sincerely,



Duncan A. H. Gordon, Project Manager

DAHG/sy

Enclosure(s)

02/20/18



SUSSEX COUNTY GOVERNMENT

GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: **The Christian Storehouse Inc.**

PROJECT NAME: **Emergency Food Pantry and Human Services Assistance Program**

FEDERAL TAX ID: **51-0340553** NON-PROFIT: YES NO

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

ORGANIZATION'S MISSION: **The mission of The Christian Storehouse is to impact the lives of the less fortunate citizens in Sussex County of Delaware. We have served this area as a registered nonprofit since 1995. Our organization generates majority of its financial support via private donations and sales in our local Thrift Store. We also work in partnership with local farmers, grocery stores, soup kitchens and the Delaware Food bank to stock our food pantry.**

ADDRESS: **149 Mitchell Street**
PO Box 239
Millsboro DE 19966
(CITY) (STATE) (ZIP)

CONTACT PERSON: **Michelle Dawson**
TITLE: **Grant Administrator**
PHONE: **302-275-5158** EMAIL: **Michelle_dawson2@aol.com**

TOTAL FUNDING REQUEST:

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

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

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

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

If YES, approximately what percentage of the project's funding does the Council grant represent? **14%**

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 checked="" type="checkbox"/> Infrastructure ¹ | <input type="checkbox"/> Other | <input type="checkbox"/> Educational |

BENEFICIARY CATEGORY

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Disability & Special Needs | <input checked="" 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 type="checkbox"/> Other | |

BENEFICIARY NUMBER

Approximately the total number of Sussex County Beneficiaries served annually by this program:
1500

SECTION 3: PROGRAM SCOPE

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

The mission of The Christian Storehouse is to impact the lives of the less fortunate citizens in Sussex County of Delaware. We have served this area as a registered nonprofit since 1995. Our organization generates majority of its financial support via private donations and sales in our local Thrift Store. We also work in partnership with local farmers, grocery stores, soup kitchens and the Delaware Food bank to stock our food pantry. Finances generated are used not only to stock our large food pantry but also to assist with energy cut-off notices, prescriptions, and other unforeseen emergencies experienced by members of our local community. Our outreach efforts are available to all Sussex County citizens, but particularly for those who live in the 19966 zip code area. Our program include the following services: Groceries to families which include canned goods, meats, fresh fruits and fresh vegetables Rent, electric and fuel assistance Blankets and clothing for the homeless community Prescription assistance for uninsured and underinsured who are unable to pay the out of pocket costs GAP program: assistance to families dealing with catastrophic home loss while awaiting insurance companies to provide settlements Currently, we serve 350-400 family units (34% children and 66% adults) each month. Each family received three paper grocery bags of canned, dry and frozen products. In addition to receiving three bags of groceries, we also provide each family fresh fruits and vegetables. Currently we distribute the fruits and vegetable in an area at our facility that contains a covered porch area that is about 40 feet long. Although the porch is covered to prevent the perishable items from being damaged due to weather issues, puddling occurs whenever we receive rain or snow making it difficult for our volunteers and clients to serve without getting their feet wet or in the winter time icy conditions. This makes this area very unsafe for our staff and those we desire to serve. Our goal is to construct a ground level area of decking to eliminate the combination of danger and inconvenience for our staff and clients. This will allow us to provide more fresh fruits and vegetables to those in our community who otherwise may not be financially able to add these items to their daily diet. We are also looking to replace our current handicap ramp. Our current ramp is made of wood and decaying so our goal is to replace ramp with composite materials allowing for a much longer period of usage.

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.

Our organization does work in partnership with local churches in the area as a referral source to their congregations. However, our program is not limited to providing services solely to churches. We provide services to the community at large regardless of religious affiliation, race, gender or sexual orientation. Our purpose is to meet the human needs of those we serve and not to advance or inhibit religious activities.

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	250,000.00
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)	
PERSONNEL	-\$ 7,000.00
Operating Cost (commercial refrigerator and freezer replacement)	-\$ 12,000.00
Construction (ground level deck and handicap ramp replacement by licensed and insured contractor)	-\$ 15,500.00
TOTAL EXPENDITURES	-\$ 34,500.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	\$ 215,500.00

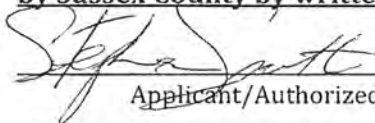
SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the The Christian Storehouse Inc. agrees that:
(Name of Organization)

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

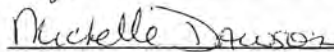
SECTION 5: STATEMENT OF ASSURANCES (continued)

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



Applicant/Authorized Official

6/20/2018
Date



Witness

6/20/18
Date

Completed application can be submitted by:

Email: gjennings@sussexcountyde.gov

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

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.



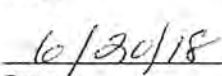
Applicant/Authorized Official



Executive Director
Title



Witness



Date





SUSSEX COUNTY GOVERNMENT

GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: CHEER, Inc.

PROJECT NAME: CHEER Car, Truck & Bike Show

FEDERAL TAX ID: 51-0112599 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: CHEER's mission statement is "to promote and maintain the highest quality of life and independence by developing and providing services and programs that meet the continuing need of seniors 50+" living in Sussex County.

ADDRESS: 546 S. Bedford Street

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

CONTACT PERSON: Ken Moore

TITLE: Employee Benefit & Donor Analyst

PHONE: 302-515-3065 EMAIL: kmoore@cheerde.com

TOTAL FUNDING REQUEST: 2,500.00

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

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

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

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

If YES, approximately what percentage of the project's funding does the Council grant represent? 0.17%

SECTION 2: PROGRAM DESCRIPTION

PROGRAM CATEGORY (choose all that apply)

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

BENEFICIARY CATEGORY

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

BENEFICIARY NUMBER

Approximately the total number of Sussex County Beneficiaries served annually by this program:
over 4,700

SECTION 3: PROGRAM SCOPE

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

On Saturday, August 4, 2018, CHEER is holding our 8th annual Car-Truck & Bike Show at the Warren L. and Charles C. Allen Jr. CHEER Community Center on Sand Hill Road in Georgetown. The show will benefit the Cooking for Sussex Seniors Capital Campaign to build and equip a new kitchen to provide healthy meals for senior citizens for decades to come.

The Cooking for Sussex Seniors Capital Campaign goal is \$1,400,000. When completed the kitchen facility will include 6,376 square feet of new and renovated space to serve today's and tomorrow's growing need for meals for senior citizens. Meals are served at 7 CHEER Activity Centers, 2 independent senior centers and delivered to homebound Meals on Wheels clients. The project includes new kitchen equipment including refrigeration, storage, food preparation and cooking. The kitchen will be built with a production capacity of 2,625 meals, a great advance over CHEER's current central kitchen which was built to produce a maximum of 850 meals and is being strained today as production has reached 1,700 meals. During fiscal 2017, CHEER served over 330,000 meals.

The Car, Truck & Bike Show is known as the premier show of Sussex County. This year the theme recognizes "The Year of Car Clubs." Several local car clubs are joining to raise funds for the campaign. Each year there is one vehicle chosen as "Best from Sussex County" and the owner receives the Sussex County Council Trophy.

Thank you for your consideration of the sponsorship. We are asking for each Councilman to support the project with \$500 from their district.

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	16,500.00
EXPENDITURES	
Please enter the total projected budget for the project (not entire organization expense if not applicable to request). Example of expenditure items: PERSONNEL-one lump sum that would include benefits, OPERATING COSTS-supplies, equipment, rent/lease, insurance, printing telephone, CONSTRUCTION/ACQUISITION-acquisition, development, rehab hard cost, physical inspections, architectural engineering, permits and fees, insurance, appraisal. (Put amounts in as a negative)	
Supplies for Car Show	-\$ 1,500.00
Security (Contracting with Georgetown Police)	-\$ 1,500.00
Marketing	-\$ 1,500.00
TOTAL EXPENDITURES	-\$ 4,500.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	\$ 12,000.00

SECTION 5: STATEMENT OF ASSURANCES

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

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

SECTION 5: STATEMENT OF ASSURANCES (continued)

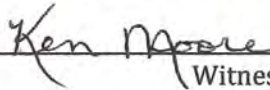
- 4) All information and statements in this application are accurate and complete to the best of my information and belief.
- 5) All funding will benefit only Sussex County residents.
- 6) All documents submitted by the applicant are defined as public documents and available for review under the Freedom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



Applicant/Authorized Official

7/9/2018

Date



Witness

July 9, 2018

Date

Completed application can be submitted by:

Email: gjennings@sussexcountyde.gov

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



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

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

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

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

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

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

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

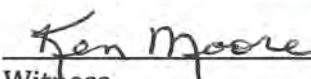
I acknowledge and represent on behalf of the applicant organization that I have read and understand the above statements.



Applicant/Authorized Official

CEO, CHEER Inc.

Title



Witness

July 9, 2018

Date


Burton
7-17-18



SUSSEX COUNTY GOVERNMENT

GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME:
PROJECT NAME:
FEDERAL TAX ID: NON-PROFIT: YES NO

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

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

ORGANIZATION'S MISSION: through collecting, preserving and exhibiting artifacts that relate to our rich history.

ADDRESS:

(CITY) (STATE) (ZIP)

CONTACT PERSON:
TITLE:
PHONE: EMAIL:

TOTAL FUNDING REQUEST:

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

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

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

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

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

SECTION 2: PROGRAM DESCRIPTION

PROGRAM CATEGORY (choose all that apply)

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

BENEFICIARY CATEGORY

- | | | |
|--|--|-----------------------------------|
| <input checked="" type="checkbox"/> Disability & Special Needs | <input type="checkbox"/> Victims of Domestic Violence | <input type="checkbox"/> Homeless |
| <input 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:

(SEE BELOW)

SECTION 3: PROGRAM SCOPE

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

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

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

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

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

SECTION 4: BUDGET

REVENUE	
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	
TOTAL REVENUES	
EXPENDITURES	
Please enter the total projected budget for the project (not entire organization expense if not applicable to request). Example of expenditure items: PERSONNEL-one lump sum that would include benefits, OPERATING COSTS-supplies, equipment, rent/lease, insurance, printing telephone, CONSTRUCTION/ACQUISITION-acquisition, development, rehab hard cost, physical inspections, architectural engineering, permits and fees, insurance, appraisal. (Put amounts in as a negative)	
Annual salary for the Executive Director is ~\$27,000. This request will cover approximately one month's salary. The remainder is raised through other sources.	
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 Milford Museum agrees that:
(Name of Organization)

- 1) For non-religious organizations, all expenditures must have adequate documentation and must be expended within one (1) year of receipt of award funds. The funding awarded to the organization must be used in substantial conformity with the anticipated expenditures set forth in the submitted application. All accounting records and supporting documentation shall be available for inspection by Sussex County within thirty (30) days after the organization's expenditure of the awarded funding, or within one year after the receipt of the awarded funds, whichever first occurs.
- 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.**

Claudia Teister
Applicant/Authorized Official

7/10/2018
Date

Barbara H. Jones
Witness

7/10/2018
Date

Completed application can be submitted by:

Email: gjennings@sussexcountyde.gov

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

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.

Claudia Teister
Applicant/Authorized Official

Executive Director
Title

Barbara V. Jones
Witness

7/10/18
Date

*Wilson
7-17-18*



SUSSEX COUNTY GOVERNMENT

GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: Delaware Botanic Gardens

PROJECT NAME: 2018 DBG Garden Party Sponsorship

FEDERAL TAX ID: 32-0371538 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: Delaware Botanic Gardens (DBG) mission is to create a world-class, inspirational, educational, and sustainable public botanic garden in southern Delaware for the benefit and enjoyment of all. Garden Visitors will represent a diverse cross-section of our population, and to that end, the Gardens and facilities will be planned to offer opportunities for enjoyment that bridge cultural, ethnic, economic, and generational circumstances.

ADDRESS: Delaware Botanic Gardens
P.O. Box 1390
Ocean View DE 19970
(CITY) (STATE) (ZIP)

CONTACT PERSON: Sheryl Swed

TITLE: Executive Director

PHONE: (202)262-9856 EMAIL: sherylswed@delawaregardens.org

TOTAL FUNDING REQUEST: \$ 5,000

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

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

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

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

If YES, approximately what percentage of the project's funding does the Council grant represent? 3%

SECTION 2: PROGRAM DESCRIPTION

PROGRAM CATEGORY (choose all that apply)

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

BENEFICIARY CATEGORY

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

BENEFICIARY NUMBER

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

> 30,000 (When Operational)

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.

As the lessee and steward of the Sussex County Land Trust property (previously the Cannon Property), Delaware Botanic Gardens (DBG) was chartered to build a world class public garden for Delaware residents and visitors to southern Sussex County. We have made great progress toward that goal. The restoration of the 37+ acre parcel bordering Pepper Creek already has several diverse plant-community-based designs composed of native grasses, perennials, shrubs and trees. (see Master Plan at <http://www.delawaregardens.org/garden-tour/>)

DBG has been very fortunate to have Piet Oudolf, renowned Dutch gardener and author, to design the unique Meadow Garden that meanders across two acres of the property. DBG's volunteers (now 200-strong) have planted over 70,000 native and naturally compatible plants in this meadow habitat. Between the Meadow Garden and water's edge, the 12-acre Woodland Garden is now comprised of a transitional Edge Garden, trails, event "nests", freshwater wetlands, and a Folly Garden where part of the original home rests. The Event Nests will provide a public venue for observation, education, contemplation, and socialization. In progress is a created wetland outdoor classroom bounded by a rare Delaware habitat, the Inland Dunes Garden that will support plants that could reestablish endangered native butterflies. Currently, funding is being sought to purchase trees sited appropriately for each native habitat, as well as additional trees along the street, entry, and future parking area.

In building a garden that not only preserves and protects our native coastal plain, but also provides a legacy to its character through community outreach and education, Sussex County benefits both aesthetically and economically from the DBG. In 2017, DBG won the Governor's Urban Conservation Award for Sussex County. The Gardens provide a venue that supports eco-tourism, and subsequently local town and county economics. Recreation and open space in our county are enriched, meeting SC Comprehensive Plan goals.

Your sponsorship of the 2018 DBG Garden Party will provide DBG the opportunity to continue progress toward the 2019 "Opening the Garden Gates". This is our annual fundraising event and is being held Sept 6 from 5-8 PM at the garden site. Sussex County organizations sponsoring the event include SoDel Concepts, Banks Wine & Spirits, Dogfish Head Brewery, Pennoni, Nickle Electric, and the Delaware Community Foundation, among others. (<http://www.delawaregardens.org/new-events/>)

We thank you for your leadership to our communities and appreciate your continuing support of this important endeavor.

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

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

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

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

SECTION 4: BUDGET

REVENUE	
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	
TOTAL REVENUES	0.00
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)	
PERSONNEL: Director of Horticulture; Grounds Supervisor; Horticulture Staff	-\$ 5,000.00
TOTAL EXPENDITURES	-\$ 5,000.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	-\$ 5,000.00


SECTION 5: STATEMENT OF ASSURANCES

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

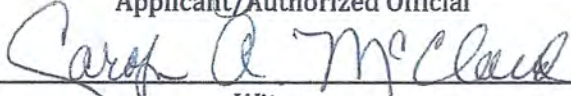
- 1) For non-religious organizations, all expenditures must have adequate documentation and must be expended within one (1) year of receipt of award funds. The funding awarded to the organization must be used in substantial conformity with the anticipated expenditures set forth in the submitted application.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

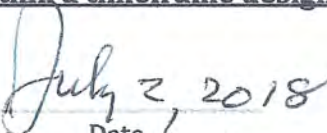
- 4) All information and statements in this application are accurate and complete to the best of my information and belief.
- 5) All funding will benefit only Sussex County residents.
- 6) All documents submitted by the applicant are defined as public documents and available for review under the Freedom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



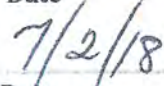
Applicant/Authorized Official



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

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.

Sheyl Smed Executive Director July 2, 2018

Applicant/Authorized Official

Title

Cathy A. McClure

7/2/18

Witness

Date

Arlett
7/17/18

To Be Introduced 07/24/18

**Council District No. 3 - Burton
Tax I.D. No. 235-27.00-11.00 (portion of)
911 Address: N/A**

ORDINANCE NO. ____

AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO AN I-1 INSTITUTIONAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN BROADKILL HUNDRED, SUSSEX COUNTY, CONTAINING 18.3155 ACRES, MORE OR LESS

WHEREAS, on the 29th day of June 2018, a zoning application, denominated Change of Zone No. 1866, was filed on behalf of Triple B Farms, LLC; and

WHEREAS, on the ____ day of _____ 2018, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and said Planning and Zoning Commission recommended that Change of Zone No. 1866 be _____; and

WHEREAS, on the ____ day of _____ 2018, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County has determined, based on the findings of facts, that said change of zone is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article II, Subsection 115-7, Code of Sussex County, be amended by deleting from the Comprehensive Zoning Map of Sussex County the zoning classification of [AR-1 Agricultural Residential District] and adding in lieu thereof the designation of I-1 Institutional 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 Broadkill Hundred, Sussex County, Delaware, and lying on the northeast corner of Hudson Road and Lewes-Georgetown Highway (Route 9), and being more particularly described in the attached legal description prepared by Becker Morgan Group, Inc., said parcel containing 18.3155 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 07/24/18

**Council District No. 3 - Burton
Tax I.D. No. 334-5.00-74.00
911 Address: 32182 Nassau Road, Lewes**

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 LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 0.494 ACRE, MORE OR LESS

WHEREAS, on the 3rd day of July 2018, a zoning application, denominated Change of Zone No. 1867, was filed on behalf of Four C's Property, LLC; and

WHEREAS, on the ____ day of _____ 2018, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and said Planning and Zoning Commission recommended that Change of Zone No. 1867 be _____; and

WHEREAS, on the ____ day of _____ 2018, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County has determined, based on the findings of facts, that said change of zone is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article II, Subsection 115-7, Code of Sussex County, be amended by deleting from the Comprehensive Zoning Map of Sussex County the zoning classification of [AR-1 Agricultural Residential District] and adding in lieu thereof the designation of C-2 Medium Commercial District as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece or parcel of land lying and being situate in Lewes and Rehoboth Hundred, Sussex County, Delaware, and lying on the northwest side of Nassau Road at the end of New Road, and being more particularly described in the attached deed prepared by Schmittinger & Rodriguez, said parcel containing 0.494 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 07/24/18

**Council District No. 2 - Wilson
Tax I.D. No. 330-11.17-20.00 & 330-15.05-6.00
911 Address: 7158 Marshall Street, Lincoln**

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR AN AMENDMENT TO A CONDITION OF APPROVAL OF CONDITIONAL USE NO. 1771 (ORDINANCE 2056) AND CONDITIONAL USE NO. 2020 (ORDINANCE 2410) TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN CEDAR CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 8.93 ACRES, MORE OR LESS

WHEREAS, on the 11th day of July 2018, a conditional use application, denominated Conditional Use No. 2152, was filed on behalf of Charles Auman; and

WHEREAS, on the ____ day of _____ 2018, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and said Planning and Zoning Commission recommended that Conditional Use No. 2152 be _____; and

WHEREAS, on the ____ day of _____ 2018, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County determined, based on the findings of facts, that said conditional use is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County, and that the conditional use is for the general convenience and welfare of the inhabitants of Sussex County.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article IV, Subsection 115-22, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2152 as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece or parcel of land lying and being situate in Cedar Creek Hundred, Sussex County, Delaware, and lying west of Marshall Street Extended and south of Swain's Private Road approximately 570 feet west of Marshall Street Extended and being more particularly described in the legal descriptions prepared for Conditional Use No. 2020 and Conditional Use No. 1771, said parcel containing 8.93 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.

Legal Description for Conditional Use No. 2020:

BEGINNING at a point on the westerly right-of-way of Marshall Street Extended (Road 225), a corner for these subject lands and lands, now or formerly, of Charles E. Harding; thence south 75°04'25" west 161.56 feet and south 83°31'26" west 556.27 feet along said Harding lands to a point; thence north 00°50'46" east 736.76 feet and north 03°32'28" west 216.71 feet along lands, now or formerly, of Sussex Materials, LLC to a point; thence north 84°42'03" east 106.31 feet along Swain's Private Road to a point; thence south 03°26'36" east 366.74, feet north 86°33'24" east 237.85 feet, and north 03°26'36" west 141.06 feet along lands, now or formerly, of Mark J. Donovan to a point; thence north 88°18'45" east 161.20 feet along lands, now or formerly, of Thomas A. and B. Lyn Jester to a point; thence south 02°03'11" east 70.00 feet along lands, now or formerly, of Brett C. Warren to a point; thence south 03°02'50" east 278.95 feet along lands, now or formerly, of Margaret W. Swain to a point; thence south 03°12'56" east 140.69 feet along lands, now or formerly, of Bryan O. Attix to a point; thence south 03°01'08" east 69.88 feet and north 78°01'35" east 161.39 feet along lands, now or formerly, of Jay Donovan to a point on the westerly right-of-way of Marshall Street Extended; and thence south 11°43'24" east 127.26 feet along the westerly right-of-way of Marshall Street Extended to the point and place of beginning.

Legal Description for Conditional Use No. 1771:

BEGINNING at a point on the southerly right of way of Swains Private Road, a corner for these subject lands and lands, now or formerly, of Sussex Materials, L.L.C.; thence easterly 106.83 feet along Swains Private Road to a point; thence S 03°26'36" E 366.74 feet, N 86°33'24" E 237.85 feet, and N 03°26'36" W 141.06 feet along lands, now or formerly, of Mark J. Donovan to a point; thence N 88°18'45" E 161.20 feet along lands, now or formerly, of B. Lyn Jester to a point; thence S 02°03'11" E 10.00 feet along lands, now or formerly, of Brett C. Warren to a point; thence S 03°02'50" E 278.95 feet along lands, now or formerly, of Margaret W. Swain to a point; thence S 03°12'56" E 140.69 feet along lands, now or formerly, of Bryan O. Attix to a point; thence S 03°01'08" E 69.88 feet along lands, now or formerly, of Jay Donovan to a point; thence S 03°19'02" E 135.33 feet along lands, now or formerly, of Linda D. Chandler and Marsha L. McCormick to a point; thence S 83°31'26" W 556.27 feet along lands, now or formerly, of Charles E. Harding, Trustee, to a point; thence N 00°50'46" E 736.76 feet and N 03°32'26" W 216.71 feet along lands, now or formerly, of Sussex Materials, L.L.C., to the point and place of beginning.

To Be Introduced 07/24/18

**Council District No. 3 - Burton
Tax I.D. No. 235-30.00-10.02
911 Address: 18490 Harbeson Road, Milton**

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 BROADKILL HUNDRED, SUSSEX COUNTY, CONTAINING 0.5588 ACRE, MORE OR LESS

WHEREAS, on the 12th day of July 2018, a zoning application, denominated Change of Zone No. 1868, was filed on behalf of Ronald Nanney; and

WHEREAS, on the ____ day of _____ 2018, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and said Planning and Zoning Commission recommended that Change of Zone No. 1868 be _____; and

WHEREAS, on the ____ day of _____ 2018, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County has determined, based on the findings of facts, that said change of zone is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article II, Subsection 115-7, Code of Sussex County, be amended by deleting from the Comprehensive Zoning Map of Sussex County the zoning classification of [AR-1 Agricultural Residential District] and adding in lieu thereof the designation of C-2 Medium Commercial District as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece or parcel of land lying and being situate in Broadkill Hundred, Sussex County, Delaware, and lying on the west side of Harbeson Road approximately 0.21 mile north of Lewes-Georgetown Highway (Route 9) and being more particularly described in the attached deed, said parcel containing 0.5588 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.

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 19, 2018

RE: County Council Report for CU 2130 The Evergreene Companies, LLC (Pallots Corner)

The Planning and Zoning Department received an application (CU 2130 The Evergreene Companies, LLC (Pallots Corner) to allow for a Conditional Use to allow multifamily dwellings (20 townhouses) to be located at 30733 & 30693 Cedar Neck Rd. The Planning and Zoning Commission held a public hearing on June 14, 2018. The following are the draft minutes for the Conditional Use from the Planning and Zoning Commission meeting.

Ms. Cornwell advised the Commission that submitted into the record were a site plan, an exhibit booklet, comments from Sussex Conservation District, staff analysis, PLUS Response Letter, Sussex County Engineering Utility and Planning Division and one letter of opposition.

The Commission found James Fuqua, Attorney with Fuqua, Willard, Stevens, and Schab, Josh Mistrangelo and Ring Lardner, with Davis, Bowen and Friedel, LLC were present on behalf of the application; that Mr. Fuqua stated this is an application for a Conditional Use in an MR district for 20 townhomes; that they consider the parcel as an in-fill property; that a previous application was submitted in 2011 to request a Change of Zone to a B-1 and was denied as the area is primarily residential uses; that this is a proposal for 20 townhomes with a pool and clubhouse; that the gross density would be 8.4 units per acre; that they believe the density is appropriate with the area and the Comprehensive Plan; that there is Bethany Lakes and Sunset Harbor in the area; that to the south of the property is Salt Pond which is a RPC; that the commercial component of Salt Pond RPC is across the street and has a grocery store and gas station; that adjacent to Bethany Lakes is a very large community facility; that the Land Use classification per the Comprehensive Plan is in the Environmentally Sensitive Developing Area, mixed residential land use, and is a growth area; that there is a full range of housing types including townhomes with water and sewer and up to 12 units per acre is appropriate; that water will be provided by Sussex Shores; that sewer will be provided by Sussex County and there is adequate sewer capacity; that there are no wetlands on the site and it is not in a floodplain; that the site does not contain any historic or endangered species; that the stormwater management will meet all requirements; that the site is located in the excellent recharge area and will comply with requirements; that DelDOT did not require a TIS or TOA; that the 20 units will be located in six buildings; that four of the buildings will have three units each and two of the buildings will have four units each; that the north boundary will have an extra eight foot setback; that they will provide a Landscape Plan for a buffer adjacent to the residential lots; that one acre will



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

be open space which is approximately 42% of the site; that there will be curbs and gutters; roads with streetlights downward screened; that the community will be a condominium ownership; that the site fronts on two roads at a major intersection; that the site backs up to Bethany Lakes recreational facility; that Bethany Lakes has a net density of 5.6; that Sunset Harbor has a net density of 9.8, Cedar Bay has a net density of 11.9, Bethany Grand has a net density of 10.6 and Magnolias has a net density of 11.4 with a restaurant on the site; that the proposed use and density is in character with the area and Comprehensive Plan; that they submitted proposed findings and conditions; that a fence, plantings or both will be adjacent to the single family homes; that there will be a right turn lane off of Cedar Neck Road; that the entrance is across from Bayside; that Mr. Mistrangelo stated there will be parking in the garage, surface parking and two extra parking spaces; that a 50 foot setback along both sides of the roads and try to keep as many trees as possible; that Mr. Lardner stated they submitted a sewer concept plan and will have to do and pay for upgrades and will meet Chapter 110 standards; and that the sidewalks will connect to existing sidewalks.

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

The Commission found that Peter Hartogensis and Sue O'Neill spoke in opposition to the application; that Mr. Hartogensis stated he is speaking on behalf of Board of Bethany Lakes; that there are seven board members present; that Bethany Lakes has 88 homes on spacious lots and nice amenities; that the proposed project is adjacent to the community; that this is not in character with the neighborhood; that he has concerns with traffic, especially in the summer months; that the only way in and out is through the light; that he concerns with drainage from stormwater management; that he has concerns with the sewer pump station; that Ms. O'Neill stated that Bethany Lakes does not have an indoor pool and there are only single family on their site; that the pump station overloads especially on 4th of July and smells some days; and that she has concerns with traffic.

At the conclusion of the public hearings, the Commission discussed this application.

Motion by Mr. Hudson, seconded by Mr. Hopkins, and carried unanimously to defer action for further consideration. Motion carried 5-0.

At their meeting of June 28, 2018, the Planning Commission discussed the application which has been deferred since June 14, 2018.

Mr. Hudson moved that the Commission recommend approval of C/U 2130 for The Evergreene Companies, LLC for Multi-Family Dwellings in an MR Medium Density Residential District based upon the record made during the Public Hearing and for the following reasons:

1. This application seeks approval of 20 townhome structures on 2.3871 acres, for a proposed density of approximately 8.4 units per acre.
2. The property is at the intersection of Fred Hudson Road and Cedar Neck Road, which is one of the busiest intersections in this area. The property is also bounded by single family homes and the clubhouse and pool area of an adjacent single family residential development.
3. Multiple parties appeared in opposition to this project, including residents of the adjacent Bethany Lakes development. That property, like this one, has an MR zoning, but it was developed at a much lower density on larger single-family lots. The opposition included concerns about the density, increased traffic at this already heavily-travelled intersection and other factors.
4. I am concerned about the proposed density on this small of a property. It appears that this is the maximum density that will fit on the property taking into account the dimensional and minimum parking requirements.

5. The applicant has cited the densities of other nearby developments for comparison and similarity to this development. However, many of those developments are zoned C-1, which permits density “by-right” of up to 12 units per acre. In the case of Sunset Harbor, that density was long ago established with a manufactured home park that previously existed on the site. Here, unlike the C-1 Zoned properties in the area, this parcel zoned MR, which only permits a “by-right” base density of 4 units per acre.
6. The site is in the Environmentally Sensitive Developing Area according to the current Sussex County Comprehensive Plan. Although our Plan states that multifamily structures are appropriate in this Area, it also states that the density should primarily remain between 2 and 4 units per acre. In some cases, it may be appropriate to increase the density, especially on larger tracts that can accommodate the density, but not here on a very small tract of land at a prominent intersection.
7. I am also concerned that by maximizing the number of townhomes on this property, there is little room for overflow parking and there is very little separation between this property and the single-family development adjacent to it.
8. Section 115-218 of the Zoning Code allows the County to require the 20-foot forested buffer around a multifamily development when appropriate. Given the location and surroundings of this property, it is appropriate to require the 20-foot vegetated buffer around the entire perimeter of the project.
9. With the buffer requirements, and based upon my concerns about the overall density of the project and proposed site plan, the number of units permitted as part of this project shall be reduced to 16. That will allow for the installation of the required buffer and it will allow for additional parking within the site.
10. The development will be served by central sewer provided by Sussex County.
11. This recommendation is subject to the following conditions:
 - A. The maximum number of townhouse units shall be 16.
 - B. As provided by Section 115-218 of the Zoning Code, there shall be a forested or landscaped buffer installed around the entire perimeter of the project in compliance with Section 99-5 of the Code of Sussex County.
 - C. All entrances, intersection, roadway and multi-modal improvements shall be completed by the developer in accordance with all DelDOT requirements.
 - D. 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.
 - E. The project shall be served by central water to provide drinking water and fire protection.
 - F. Interior Street design shall meet or exceed the Sussex County street design requirements.
 - G. All construction and site work on the property, including deliveries of materials to or from the property, shall only occur between 7:00 a.m. and 6:00 p.m., Monday through Saturday.
 - H. No other outdoor construction activities shall occur at the site except between the hours of 7:30 a.m. through 7:00 p.m., Monday through Friday, and 8:00 a.m. through 2:00 p.m. on Saturdays. There shall be no construction activities at the site on Sundays.
 - I. Street naming and addressing shall be subject to the review and approval of the County Mapping and Addressing Departments.
 - J. The applicant shall form a condominium association responsible for the perpetual maintenance, repair and replacement of the roads, the buffers and landscaping, stormwater management facilities, erosion and sediment control facilities and other common elements.

- K. 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.
- L. The Final Site Plan shall contain the approval of the Sussex County Conservation District for the design and location of all stormwater management areas and erosion and sedimentation control facilities.
- M. As stated by the applicant, there shall be a swimming pool and pool house installed on the premises. The swimming pool shall be at least 15 feet by 35 feet in size.
- N. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning and Zoning Commission.

Motion by Mr. Hudson, seconded by Mr. Hopkins and carried unanimously to forward this application to the Sussex County Council with a recommendation that the application be approved for the reasons stated. Motion carried 5-0.

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 Planning Commission Members
From: Janelle Cornwell, AICP, Planning & Zoning Director
CC: Vince Robertson, Assistant County Attorney and applicant
Date: June 6, 2018
RE: Staff Analysis for CU 2130 The Evergreene Companies, LLC (Pallots Corner)

This memo is to provide background and analysis for the Planning Commission to consider as a part of application CU 2130 The Evergreene Companies, LLC (Pallots Corner) to be reviewed during the June 14, 2018 Planning Commission Meeting. This analysis should be included in the record of this application and is subject to comments and information that may be presented during the public hearing.

The request is for a Conditional Use for parcels 134-13.00-72.00 & 72.01 to allow for multifamily dwellings (20 townhouses) to be located at 30733 & 30693 Cedar Neck Rd. The size of the property is 2.38 ac. +/-.

The 2008 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 Mixed Residential Areas and Environmentally Sensitive Developing Areas.

The surrounding land use to the north, south, and east are Mixed Residential Areas and Environmentally Sensitive Developing Areas. The land use to the west is Environmentally Sensitive Developing Areas. The Environmentally Sensitive Developing Areas land use designation recognizes that a range of housing types should be permitted including single-family homes, townhouses and multi-family units. Retail and office uses are appropriate; however, larger retail and office uses should be located along arterial roads. Institutional uses can be appropriate to provide for convenient services and allow people to work from home. The Mixed Residential Areas land use designation recognizes that a full range of housing types should be permitted including single-family homes, townhouses and multi-family units.

The property is zoned MR (Medium-Density Residential District). The properties to the north, south, and east are zoned MR (Medium-Density Residential District). The zoning to the west is GR (General Residential District), B-1 (Neighborhood Business District) and C-1 (General Commercial District). There is an expired Conditional Use (CU 1986) for multifamily in the area.

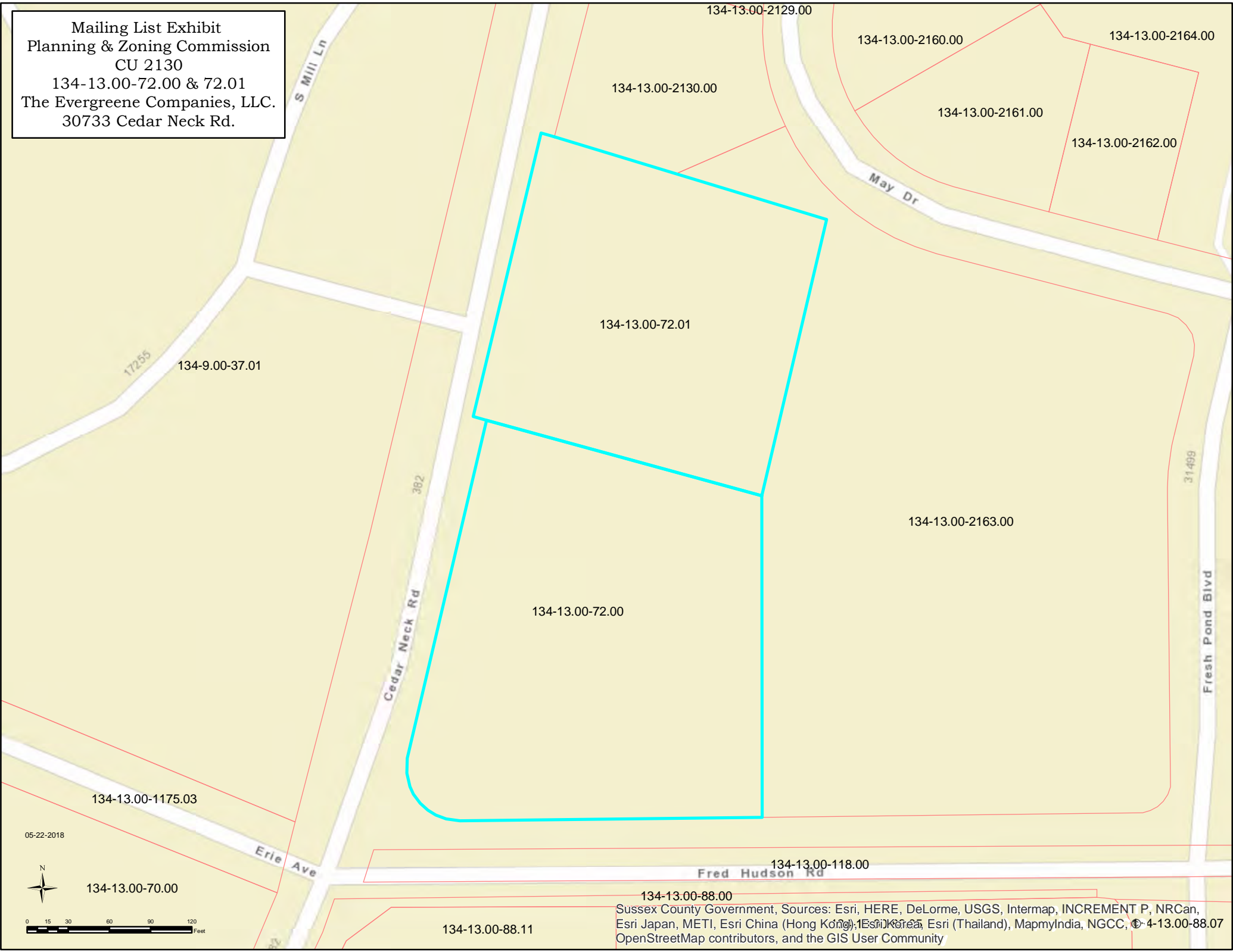
Based on the analysis of the land use, surrounding zoning and uses, the Conditional Use to allow for multifamily dwellings would be considered consistent with the land use, area zoning and uses; however, the density could be considered inconsistent with the density of the surrounding uses.



Mailing List Exhibit
Planning & Zoning Commission
CU 2130
134-13.00-72.00 & 72.01
The Evergreene Companies, LLC.
30733 Cedar Neck Rd.



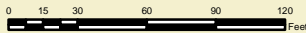
Mailing List Exhibit
Planning & Zoning Commission
CU 2130
134-13.00-72.00 & 72.01
The Evergreene Companies, LLC.
30733 Cedar Neck Rd.



05-22-2018

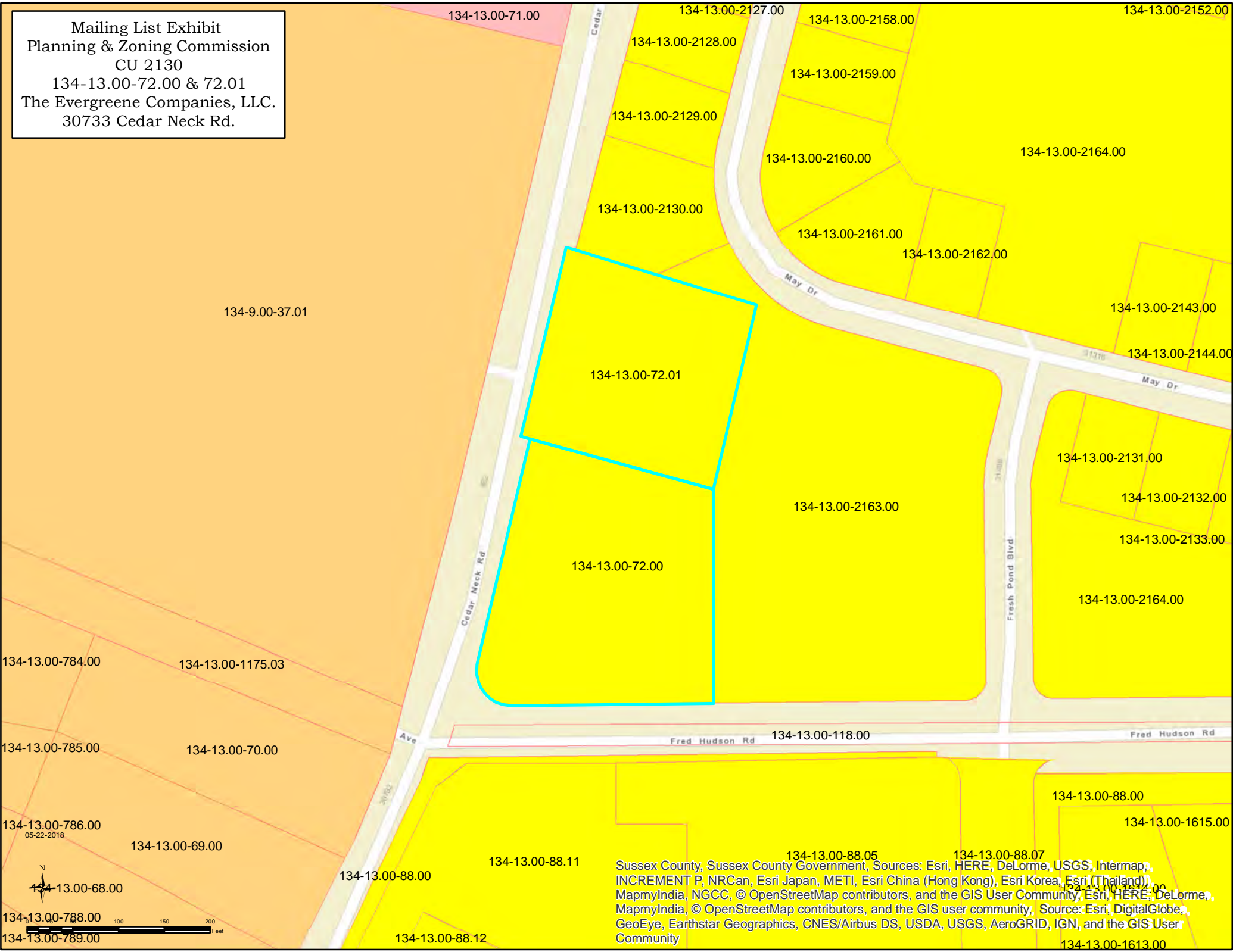


134-13.00-70.00



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, 134-13.00-88.07, OpenStreetMap contributors, and the GIS User Community

Mailing List Exhibit
Planning & Zoning Commission
CU 2130
134-13.00-72.00 & 72.01
The Evergreene Companies, LLC.
30733 Cedar Neck Rd.



134-9.00-37.01

134-13.00-71.00

134-13.00-2127.00

134-13.00-2158.00

134-13.00-2152.00

134-13.00-2128.00

134-13.00-2159.00

134-13.00-2129.00

134-13.00-2160.00

134-13.00-2164.00

134-13.00-2130.00

134-13.00-2161.00

134-13.00-2162.00

134-13.00-2143.00

134-13.00-2144.00

134-13.00-72.01

134-13.00-2163.00

134-13.00-2131.00

134-13.00-2132.00

134-13.00-2133.00

134-13.00-72.00

134-13.00-2164.00

134-13.00-784.00

134-13.00-1175.03

134-13.00-785.00

134-13.00-70.00

Ave

Fred Hudson Rd

134-13.00-118.00

Fred Hudson Rd

134-13.00-786.00

134-13.00-69.00

134-13.00-88.00

134-13.00-88.11

134-13.00-88.05

134-13.00-88.07

134-13.00-88.00

134-13.00-1615.00

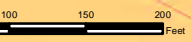
134-13.00-788.00

134-13.00-789.00

134-13.00-88.12

134-13.00-1613.00

Sussex County, 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, Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Introduced 1/23/18

**Council District No. 4 – Cole
Tax I.D. No. 134-13.00-72.00 and 72.01
911 Address: 30733 Cedar Neck Road, Ocean View**

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A MR MEDIUM DENSITY RESIDENTIAL DISTRICT FOR MULTI-FAMILY DWELLINGS (20 TOWNHOMES) TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 2.3817 ACRES, MORE OR LESS

WHEREAS, on the 11th day of January 2018, a conditional use application, denominated Conditional Use No. 2130, was filed on behalf of The Evergreene Companies, LLC; and

WHEREAS, on the ____ day of _____ 2018, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and said Planning and Zoning Commission recommended that Conditional Use No. 2130 be _____; and

WHEREAS, on the ____ day of _____ 2018, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County determined, based on the findings of facts, that said conditional use is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County, and that the conditional use is for the general convenience and welfare of the inhabitants of Sussex County.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article V, Subsection 115-31, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2130 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 at the northeast corner of Cedar Neck Road and Fred Hudson Road, and on the northeast side of Cedar Neck Road approximately 255 feet north of Fred Hudson Road, and being more particularly described per the attached deeds prepared by the Law Office of Susan Pittard Weidman, P.A., said parcels containing 2.3817 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.

JANELLE M. CORNWELL, AICP
PLANNING & ZONING DIRECTOR
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(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 19, 2018

RE: County Council Report for CU 2131 CBB Cedar Pines, LLC (NKA Oceanside Vista)

The Planning and Zoning Department received an application (CU 2131 CBB Cedar Pines, LLC (NKA Oceanside Vista) to allow for a Conditional Use to allow multifamily structures (30 townhomes) to be located on Cedar Neck Rd. The Planning and Zoning Commission held a public hearing on June 14, 2018. The following are the minutes for the Conditional Use from the Planning and Zoning Commission meeting.

Ms. Cornwell advised the Commission that submitted into the record were a site plan, exhibit booklet, comments from the Sussex Conservation District, staff analysis, Sussex County Engineering Utility and Planning Division, PLUS Response Letter, DelDOT Service Level Evaluation and one letter in opposition.

The Commission found James Fuqua, Attorney with Fuqua, Willard, Stevens, and Schab, Todd Burbage and Jeff Clark, with Land Tech Land Planning, LLC were present on behalf of the application; that Mr. Fuqua stated that Conditional Use 1986 was previously approved; that the previous application is the same as this application; that the previous Conditional Use expired after three years; that Conditional Use 1488 was approved for 143 multi-family units and the owner passed away; that eventually the construction got underway, recession hit and the work stopped; that in 2012 a new application was made for an RV park and water park but was withdrawn; that three new applications were filed in 2014; that the first application was to rezone the site from Commercial to MR, the second application was for an MR-RPC for 45 single family lots and the third application was for a Conditional Use for the 30 units and was approved; that this application is for the exact 30 units as the Conditional Use; that the new stormwater regulations caused issues; that the RPC had received the Final Site Plan and was valid for five years but the Conditional Use is valid for three years and construction has to be substantially underway; that the stormwater management complies with the Sussex Conservation District; that most of the agency approvals have been obtained; that the units will be clustered around the entrance and amenities; that there will be 10, three unit buildings; that water will be provided by Sussex Shores; that sewer will be provided by Sussex County; that a sewer concept plan has been approved; that the wetlands have been delineated and the townhomes are away from the wetlands; that there are no wetlands on the Conditional Use site; that the Land Use classification per the Comprehensive Plan is Environmental



Sensitive Developing Area, mixed use area and both are growth areas; and that they are seeking re-approval.

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

At the conclusion of the public hearings, the Commission discussed this application.

Mr. Hudson move the Commission recommend approval of Conditional Use #2131 for CBB Cedar Pines, LLC for multi-family dwelling structures based on the record made during the public hearing and for the following reasons:

1. This conditional use is identical to Conditional Use #1986 filed by Castaways Bethany Beach, LLC. That prior approval expired.
2. This Conditional Use permits the development of 30 multifamily units to be part of a mixed use residential development.
3. The Conditional Use will allow the development of this property in a way that is consistent with nearby residential communities and it is consistent with the prior approvals for multifamily units on this parcel.
4. The Conditional Use will be served by central water and Sussex County sewer.
5. The Conditional Use will not adversely affect adjacent properties, roadways or other public facilities.
6. This recommendation is subject to the following conditions:
 - A. There shall be no more than 30 units within the Conditional Use area.
 - B. The Applicant shall form a homeowners' or condominium association responsible for the perpetual maintenance of streets, roads, and buffers, stormwater management facilities, erosion and sedimentation control facilities and other common areas.
 - C. 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.
 - D. All entrances shall comply with all of DelDOT's requirements, and an area for a school bus stop shall be established. The location of the school bus stop shall be coordinated with the local school district.
 - E. Road naming and addressing shall be subject to the review and approval of the Sussex County Mapping and Addressing Department.
 - F. The Final Site Plan shall contain the approval of the Sussex Conservation District for the design and location of all stormwater management areas and erosion and sedimentation.
 - G. A 20 foot forested Agricultural Buffer shall be shown along the perimeter of the entire residential development, including the area covered by Change in Zone #1947 for the RPC portion of the development. The Final Site Plan shall also contain a landscape plan for all of the buffer areas, showing all of the landscaping and vegetation to be included in the buffer area.
 - H. The project shall be served by Sussex County sewer.
 - I. As proffered by the Applicant, the developer shall construct all of the recreational amenities no later than the issuance of the 50th residential building permit for the entire project, including the RPC portion of the development covered by CZ #1747.
 - J. Construction, sitework, grading and deliveries of construction material, landscaping material and fill on, off or to the property shall occur from Monday through Saturday between the hours of 8:00 a.m. and 6:00 p.m.
 - K. The Preliminary Approval is contingent upon the applicant submitting a revised Preliminary Site Plan either depicting or noting the conditions of this approval on it. Staff shall approve the revised Plan upon confirmation that the conditions of approval have been depicted or noted on it.

- L. The Final Site Plan shall be subject to the review and approval of the Planning and Zoning Commission.

Motion by Mr. Hudson, seconded by Mr. Hopkins, and carried unanimously to forward this application to Sussex County Council with the recommendation that the application be approved. Motion carried 5-0.

JANELLE M. CORNWELL, AICP
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Sussex County

DELAWARE
sussexcountyde.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 6, 2018
RE: Staff Analysis for CU 2131 CBB Cedar Pines, LLC (Oceanside Vista)

This memo is to provide background and analysis for the Planning Commission to consider as a part of application CU 2131 CBB Cedar Pines, LLC (Oceanside Vista) to be reviewed during the June 14, 2018 Planning Commission Meeting. This analysis should be included in the record of this application and is subject to comments and information that may be presented during the public hearing.

The request is for a Conditional Use for parcel 134-9.00-21.00 to allow for multifamily dwellings (30 townhouses) to be located on Cedar Neck Rd. The size of the property is 11.53 ac. +/-.

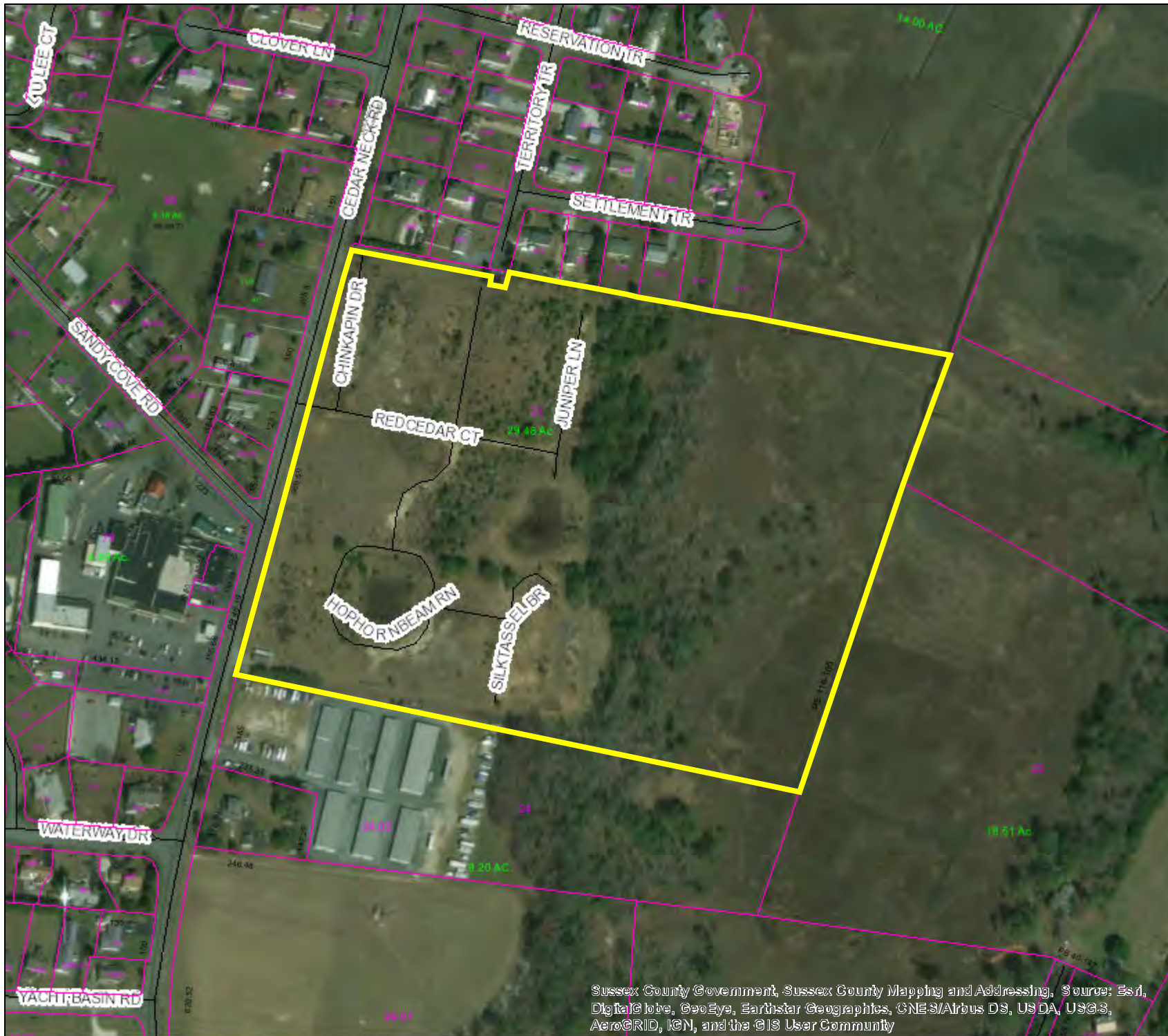
The 2008 Sussex County Comprehensive Plan Update (Comprehensive Plan) provides a framework of how land is to be developed. As part of the Comprehensive Plan a Future Land Use Map is included to help determine how land should be zoned to ensure responsible development. The Future Land Use map indicates that the properties have the land use designation Mixed Residential Areas and Environmentally Sensitive Developing Areas.

The surrounding land use to the north, south, and east are Mixed Residential Areas and Environmentally Sensitive Developing Areas. The land use to the west is Environmentally Sensitive Developing Areas. The Environmentally Sensitive Developing Areas land use designation recognizes that a range of housing types should be permitted including single-family homes, townhouses and multi-family units. Retail and office uses are appropriate; however, larger retail and office uses should be located along arterial roads. Institutional uses can be appropriate to provide for convenient services and allow people to work from home. The Mixed Residential Areas land use designation recognizes that a full range of housing types should be permitted including single-family homes, townhouses and multi-family units.

The property is zoned MR (Medium-Density Residential District). The properties to the north, south, and east are zoned MR (Medium-Density Residential District) and C-1 (General Commercial District). The zoning to the west is GR (General Residential District) and C-1 (General Commercial District). There was a Conditional Use (CU 1986 Castaways Bethany Beach, LLC) for multifamily for 30 units for the property. The Conditional Use expired.

Based on the analysis of the land use, surrounding zoning and uses, the Conditional Use to allow for multifamily dwellings would be considered consistent with the land use, area zoning and uses. The Planning Commission recommended approval of CU 1986 on May 22, 2014 and was approved by County Council on July 22, 2014.





Addresses / Parcels

■ TaxParcels

Council Districts

■ Fire Districts

■ County District 01

■ County District 02

■ County District 03

■ County District 04

■ County District 05

□ County Boundaries

Schools/Libraries

▮ School Buildings (Various)

▮ School Library

▮ Public Library

▮ Special Library

▮ DOE School Districts

▮ DOE VoTech School Districts

Hydrology

▮ Streams / Rivers

▮ Lakes, Ponds, Bays

Flood Zones

■ 0.2% Annual Chance Flood Hazard

■ A

■ AE

■ AO

■ Open Water

■ VE

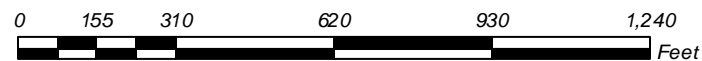
■ Public Protected Lands

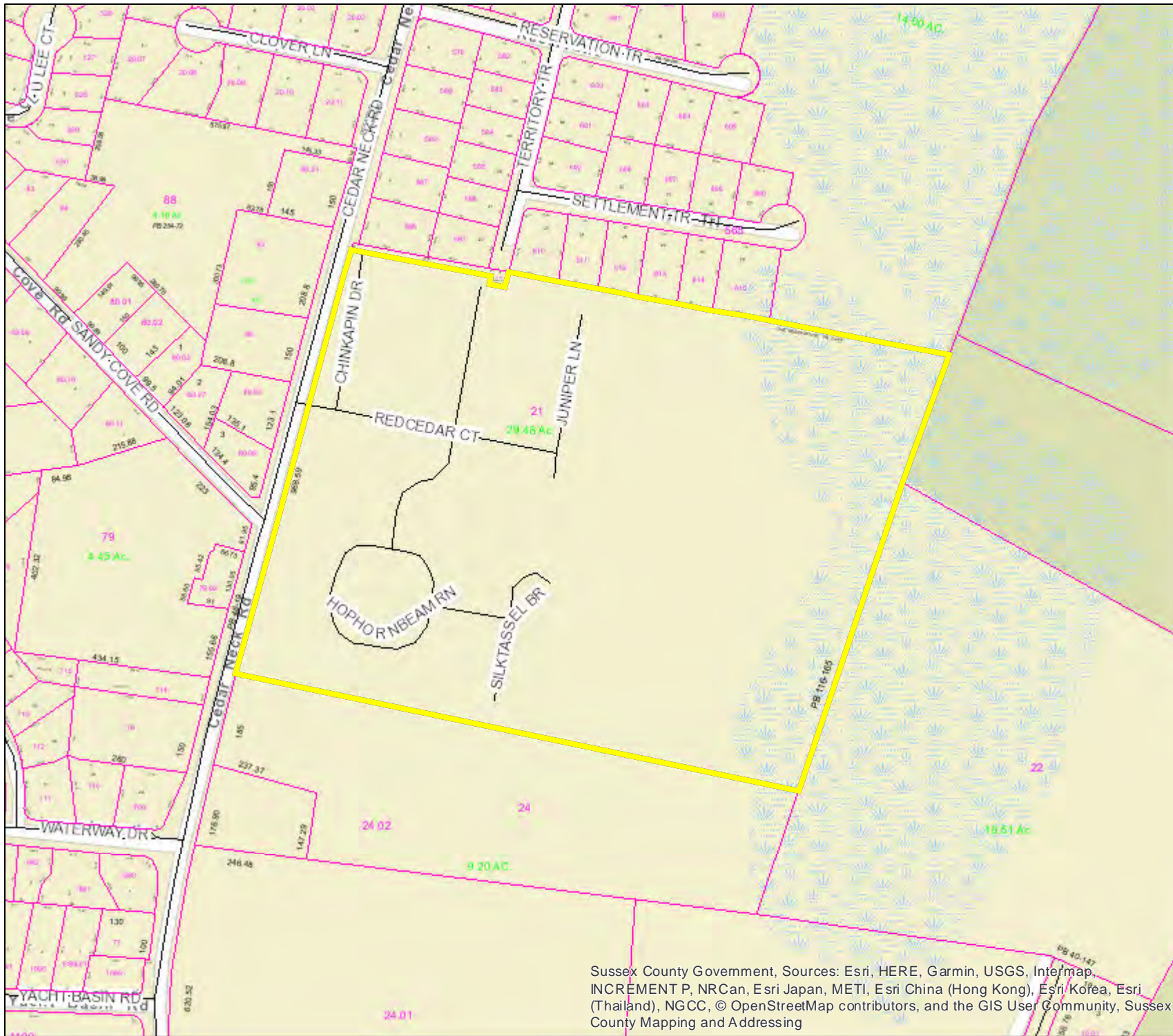
■ Municipalities

■ Communities

■ Boundaries State County

Sussex County Government, Sussex County Mapping and Addressing, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community





Addresses / Parcels

■ TaxParcels

Council Districts

■ Fire Districts

■ County District 01

■ County District 02

■ County District 03

■ County District 04

■ County District 05

□ County Boundaries

Schools/Libraries

▮ School Buildings (Various)

▮ School Library

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Hydrology

~ Streams / Rivers

■ Lakes, Ponds, Bays

Flood Zones

■ 0.2% Annual Chance Flood Hazard

■ A

■ AE

■ AO

■ Open Water

■ VE

■ Public Protected Lands

■ Municipalities

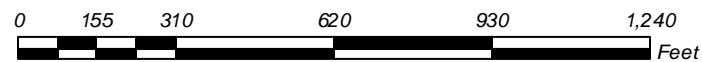
■ Communities

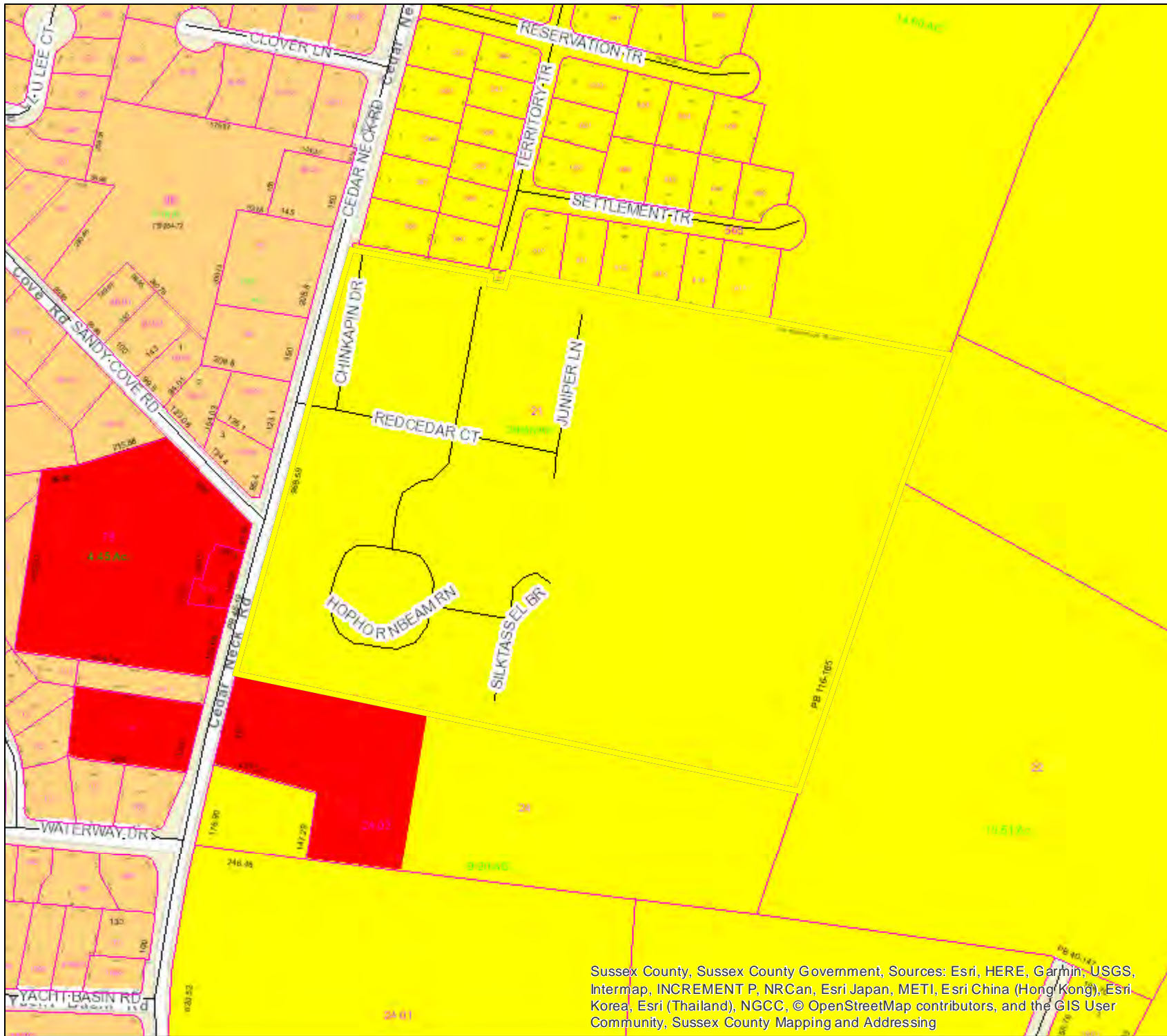
■ Boundaries State County

Sussex County Government, Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community, Sussex County Mapping and Addressing



Sussex County Map





Addresses / Parcels

■ TaxParcels

Council Districts

■ Fire Districts

■ County District 01

■ County District 02

■ County District 03

■ County District 04

■ County District 05

□ County Boundaries

Schools/Libraries

▮ School Buildings (Various)

▮ School Library

▮ Public Library

▮ Special Library

▮ DOE School Districts

▮ DOE VoTech School Districts

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▮ Streams / Rivers

▮ Lakes, Ponds, Bays

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■ VE

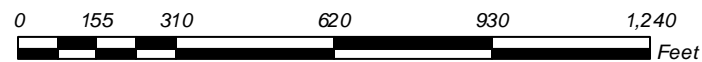
■ Public Protected Lands

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Introduced 02/06/18

**Council District No. 4 – Cole
Tax I.D. No. 134-9.00-21.00
911 Address: Not Available**

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A MR MEDIUM DENSITY RESIDENTIAL DISTRICT FOR MULTIFAMILY DWELLING STRUCTURES TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 11.53 ACRES, MORE OR LESS

WHEREAS, on the 22nd day of January 2018, a conditional use application, denominated Conditional Use No. 2131, was filed on behalf of CBB Cedar Pines, LLC; and

WHEREAS, on the ____ day of _____ 2018, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and said Planning and Zoning Commission recommended that Conditional Use No. 2131 be _____; and

WHEREAS, on the ____ day of _____ 2018, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County determined, based on the findings of facts, that said conditional use is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County, and that the conditional use is for the general convenience and welfare of the inhabitants of Sussex County.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article V, Subsection 115-31, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2131 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 Cedar Neck Road, approximately 722 feet north of Yacht Basin Road, and being more particularly described per the attached legal description, said parcel containing 11.53 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.

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 19, 2018

RE: County Council Report for CU 2149 Covered Bridge Trails, LLC

The Planning and Zoning Department received an application (CU 2149 Covered Bridge Trails, LLC) to allow for a Conditional Use to allow for an amendment of conditions of approval and revised area for CU 2012 located at the north end of Tulip Dr. The Planning and Zoning Commission held a public hearing on June 28, 2018. The following are the draft minutes for the Conditional Use from the Planning and Zoning Commission meeting.

Ms. Cornwell advised the Commission that submitted into the record were a staff analysis and a site plan.

The Commission found Ring Lardner, with Davis, Bowen & Friedel, and Preston Schell and Ben Gordy with Covered Bridge Trails, LLC, were present on behalf of the application; that Mr. Lardner stated this is a request to amend Condition A of the previous Conditional Use and the boundary of Conditional Use #2012 that was adopted by County Council; that the previous application only allowed for 43 single family homes and the applicant would like the ability to increase the number of single family homes and decrease other housing types; that they would also like to amend the boundary of the Conditional Use; that based on the revised plan they were able to re-create Lot 1 on the opposite side of the bridge; that they intend to build a house on the former parcel by amending the condition for the home which will become part of the Dutch Acres Subdivision; and that Mr. Schell stated there is no intention to build more than the 134 homes originally approved.

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

The Commission found that Brian O' Neill, Steve Dignon, Steven Stark, and Kent Schock spoke in opposition to the application; that they had concerns related to site construction and questions about the layout and potential for more homes.

At the conclusion of the public hearings, the Commission discussed this application.

Ms. Stevenson moved that the Commission recommend approval of C/U 2149 to amend a condition of approval and to revise the area contained in CU # 2012 and Ordinance # 2430 based upon the record made during the Public Hearing and for the following reasons:



1. Conditional Use # 2012 was approved by County Council on December 15, 2015 as Ordinance # 2430 with Condition "A" which stated "There shall be no more than 134 units with a mixture of 43 single family units and the balance split between duplex units and townhouse units".
2. The applicant is seeking greater flexibility in the number of different types of units allowed, with a minimum of 43 single family units.
3. The total number of units within the project will not change as a result of this amendment request.
4. This change will remain consistent with the types of housing that exists in the area, which includes a mixture of single family homes, townhomes and multifamily units.
5. The applicant is also seeking to amend the area of the approved conditional use by deleting approximately .27 of an acre representing an existing lot that was originally to be incorporated into the development. This small reduction in the overall area will not have an adverse impact on the project, the community or area roadways.
6. Based on the foregoing, I move that we approve the reduction of overall acreage of CU #2012 and Ordinance #2430 from 36.935 acres to 36.664 acres, and that Condition A of CU #2012 and Ordinance #2430 shall be amended to state; "There shall be no more than 134 units, being a mixture of a minimum of 43 single family units and the balance split between duplex units and townhouse units." The remainder of the Conditions imposed by CU #2012 and Ordinance #2430 shall remain in effect.

Motion by Ms. Stevenson, seconded by Mr. Wheatley, and carried unanimously to forward this application to Sussex County Council with a recommendation that the application be approved. Motion carried 5-0.

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janelle.cornwell@sussexcountyde.gov



Sussex County

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sussexcountyde.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 20, 2018
RE: Staff Analysis for CU 2149 Covered Bridge Trails, LLC

This memo is to provide background and analysis for the Planning Commission to consider as a part of application CU 2149 Covered Bridge Trails, LLC to be reviewed during the June 28, 2018 Planning Commission Meeting. This analysis should be included in the record of this application and is subject to comments and information that may be presented during the public hearing.

The request is for a Conditional Use for parcel 335-11.00-59.00 to allow for an amendment of conditions of approval and revised area for CU 2012 located at the north end of Tulip Dr. The size of the property is 36.647 ac. +/-.

The 2008 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 Environmentally Sensitive Developing Areas.

The Planning Commission originally held a public hearing on March 26, 2015. The County Council approved the Conditional Use on December 15, 2015. The County Council approved the Conditional Use for multifamily with a number of conditions. The applicant is asking for consideration to amend Condition "A". Condition A states that "There shall be no more than 134 units being a mixture of 43 single family units and the balance split between duplex units and townhouse units".

The applicant is requesting to amend Condition A to state "There shall be no more than 134 units being a mixture of *a minimum of* 43 single family units and the balance split between duplex units and townhouse units".

The applicant is requesting to amend the area of the Conditional Use by reducing the area from 36.935 ac. to 36.664 ac. The applicant originally purchased a separate lot and combined the lot into development; however, the applicant would like to remove that lot from the Conditional Use.





Addresses / Parcels

- TaxParcels

Council Districts

- Fire Districts
- County District 01
- County District 02
- County District 03
- County District 04
- County District 05
- County Boundaries

Schools/Libraries

- School Buildings (Various)
- School Library
- Public Library
- Special Library
- DOE School Districts
- DOE VoTech School Districts

Hydrology

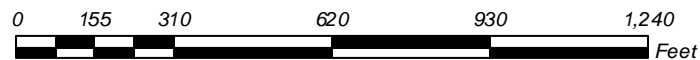
- Streams / Rivers
- Lakes, Ponds, Bays

Flood Zones

- 0.2% Annual Chance Flood Hazard
- A
- AE
- AO
- Open Water
- VE

- Public Protected Lands
- Municipalities
- Communities
- Boundaries State County

DALPF, Delaware Department of Education, FEMA, Sussex County, Sussex County Government, Sussex County Mapping and Addressing, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, GNS/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, DNREG, Division of Water, FirstMap





Addresses / Parcels

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- County Boundaries

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- DOE VoTech School Districts

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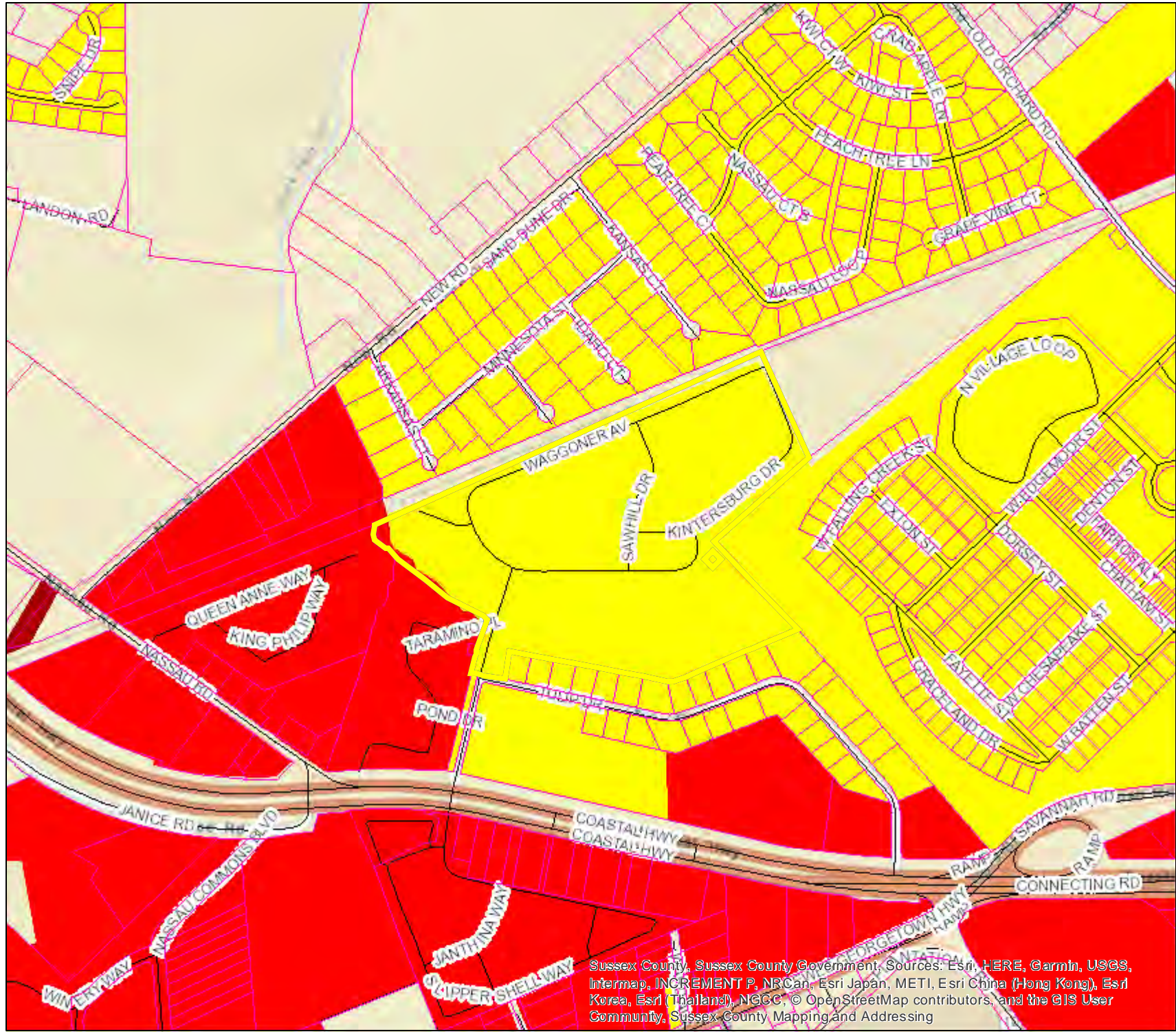
- Streams / Rivers
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- Municipalities
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DALPF, Delaware Department of Education, FEMA, Sussex County, Sussex County Government, Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community, Sussex County Mapping and Addressing, DNREC, Division of Water, FirstMap





Addresses / Parcels

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- County District 02
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- County District 04
- County District 05
- County Boundaries

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- ▬ School Buildings (Various)
- 📖 School Library
- 📖 Public Library
- 📖 Special Library
- 📖 DOE School Districts
- 📖 DOE VoTech School Districts

Hydrology

- ~ Streams / Rivers
- Lakes, Ponds, Bays

Flood Zones

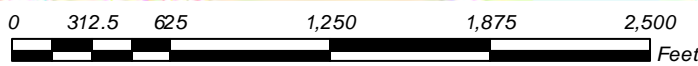
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- AE
- AO
- Open Water
- VE

- Public Protected Lands
- Municipalities
- Communities
- Boundaries State County

Sussex County, Sussex County Government. Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community, Sussex County Mapping and Addressing



Sussex County Map



Introduced 06/12/18

**Council District No. 3 – Burton
Tax I.D. No. 335-11.00-59.00
911 Address: N/A**

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A MR MEDIUM DENSITY RESIDENTIAL DISTRICT FOR AN AMENDMENT OF CONDITION OF APPROVAL AND REVISE THE AREA FOR CONDITIONAL USE NO. 2012 ORDINANCE NO. 2430 TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 36.647 ACRES, MORE OR LESS

WHEREAS, on the 1st day of June 2018, a conditional use application, denominated Conditional Use No. 2149, was filed on behalf of Covered Bridge Trails, LLC; and

WHEREAS, on the ____ day of _____ 2018, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and said Planning and Zoning Commission recommended that Conditional Use No. 2149 be _____; and

WHEREAS, on the ____ day of _____ 2018, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County determined, based on the findings of facts, that said conditional use is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County, and that the conditional use is for the general convenience and welfare of the inhabitants of Sussex County.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article V, Subsection 115-31, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2149 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 north end of Tulip Drive approximately 487 feet north of Coastal Highway (Route 1) and being more particularly described in the attached legal description prepared by Davis Bowen & Friedel, Inc., said parcel containing 36.647 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.