

Sussex County Council Public/Media Packet

**MEETING:
September 17, 2019**

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

COUNTY COUNCIL

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



Sussex County

DELAWARE
sussexcountyde.gov
(302) 855-7743 T
(302) 855-7749 F

SUSSEX COUNTY COUNCIL

AGENDA

SEPTEMBER 17, 2019

10:00 A.M.

Call to Order

Approval of Agenda

Approval of Minutes

Reading of Correspondence

Public Comments

Peggy Geisler, Sussex County Health Coalition - Presentation and Request – Delaware Goes Purple Awareness Campaign

Todd Lawson, County Administrator

- 1. Administrator’s Report

Gina Jennings, Finance Director

- 1. Third Quarter Employee Recognition Awards

Eric Littleton, Airport Manager

- 1. Air Methods Lease Renewal

10:30 a.m. Public Hearing

Change of Zone No. 1882 filed on behalf of Nassau DE Acquisition Co., LLC
“AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT AND C-2 MEDIUM COMMERCIAL DISTRICT TO A HR-1 HIGH-DENSITY RESIDENTIAL DISTRICT – RESIDENTIAL PLANNED



COMMUNITY FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 15.2 ACRES, MORE OR LESS” (property lying on the east side of Coastal Highway (Route 1), approximately 150 feet north of Old Mill Road, and on the north side of Old Mill Road, approximately 708 feet east of Coastal Highway (Route 1) (Tax I.D. No. 334-1.00-15.00 and 334-1.00-15.03) (911 Address: None Available)

NOTE: The Public Hearing is for the limited purpose of consideration of reopening the public record, not the Public Hearing, and to clarify the dates for receipt of answers to questions posed by Council members and for public written comments.

Janelle Cornwell, Planning and Zoning Director

- 1. Delaware Department of Transportation 2021 – 2026 Capital Transportation Program (CTP) Request**

Hans Medlarz, County Engineer

- 1. The Owl’s Nest Pavement Improvements, Project T20-01**
 - A. Recommendation to Award**
- 2. City of Seaford**
 - A. Approval of Addendum No. 1 to the Wastewater Service Agreement**
- 3. Chapter 99, Subdivision of Land**
 - A. Authorization to initiate Close Out Proceedings**

John Ashman, Director of Utility Planning

- 1. Lochwood – Public Hearing results for annexation**
- 2. Chapel Branch – Public Hearing results on revised assessment method**
- 3. Fox Haven II – Savage Farm, LLC – Use of Existing Infrastructure Agreement**

Grant Requests

- 1. Society of St. Vincent de Paul Council for their community food pantry**
- 2. Bethany Beach -Fenwick Island Chamber of Commerce for their Fire & Ice Festival**
- 3. Clothing Our Kids for their Clothe a Child program**
- 4. Sussex Central High School for the FFA’s convention/competition expenses**

Introduction of Proposed Zoning Ordinances

Council Members' Comments

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

Possible Action on Executive Session Items

1:30 p.m. Public Hearings

Conditional Use No. 2182 filed on behalf of Samuel G. Thomas

“AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A SMALL AUTOMOTIVE REPAIR AND DEALER TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN GEORGETOWN HUNDRED, SUSSEX COUNTY, CONTAINING 2.87 ACRES, MORE OR LESS” (property lying on the north side of Springfield Road, approximately 336 feet east of Park Avenue) (Tax I.D. No. 135-20.00-159.01) (911 Address: 23371 Springfield Road, Georgetown)

Change of Zone No. 1889 filed on behalf of Air Fish Automotive

“AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A C-3 HEAVY COMMERCIAL DISTRICT) FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN LITTLE CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 5.771 ACRES, MORE OR LESS” (property lying on the southwest corner of Trussum Pond Road and Sussex Highway) (Tax I.D. No. 332-1.00-72.00 (portion of) (911 Address: 11125 National Boulevard, Laurel)

Conditional Use No. 2176 filed on behalf of KH Sussex, LLC

“AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A CONVENIENCE STORE WITH FUELING STATION TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 3.51 ACRES, MORE OR LESS” (property lying on the south side of John J. Williams Highway (Route 24), approximately 954 feet west of Angola Road, and also being at the southwest corner of John J. Williams Highway (Route 24) and Angola Road, and being on the west side of Angola Road, approximately 250 feet south of John J. Williams Highway (Route 24) (Tax I.D. No. 234-11.00-56.02 (portion of), 56.03, 56.06, and 56.09) (911 Address: None Available)

Adjourn

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

In accordance with 29 Del.C. §10004(e)(2), this Agenda was posted on September 10, 2019 at 4:30 p.m., and at least seven (7) days in advance of the meeting.

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

Agenda items may be considered out of sequence.

###

SUSSEX COUNTY COUNCIL - GEORGETOWN, DELAWARE, SEPTEMBER 10, 2019

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

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

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

**Call to
Order**

Mr. Vincent called the meeting to order.

**M 434 19
Approve
Agenda**

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

Motion Adopted: 5 Yeas.

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

Minutes

The minutes of August 20, 2019 were approved by consent.

**Public
Comments**

A public comment period was held and the following spoke: Howard Gorrell (comments read by Mr. Moore), Keith Steck, Paul Reiger, and Dan Kramer. Mr. Gorrell and Mr. Steck submitted written comments into the record.

**Wetlands &
Buffers
Working
Group
Update**

Mr. Lawson provided an update on the work produced by the Wetlands & Buffers Working Group, including recommendations to update the County Code as it relates to buffers, wetlands and other resource protection. Mr. Lawson noted that this initiative is to provide recommendations for how the County applies wetlands and buffer protections. The Working Group's recommendations, if enacted, will result in improvements to the County's land use designs and will have an exponential impact on the County's environmental resources while balancing property rights. Mr. Lawson stated that the Council would hear from the consultants and working group members for an explanation of the recommendations.

**Wetlands &
Buffers
Working
Group
Update
(continued)**

Jim Eisenhardt and Sari Rothrock of RK&K, the Consultants, presented the process outcomes of the meetings of the Working Group. Mr. Eisenhardt stated that the Group was convened to provide recommendations to Sussex County Council for updating the County's buffer ordinance as it applies to development projects submitted to Sussex County for new residential developments for major subdivisions, cluster subdivision, residential planned communities, and residential conditional uses. He reported on the following consensus points: resources subject to the ordinance, definitions for those resources, definition and function of buffers, buffer widths to protect each resource, two-zone buffer management approach, width of each zone in each buffer, some activities allowed or prohibited in each buffer zone, buffer averaging permitted in Zone B, and buffers and resources not located on any individual subdivided lots. Items for further discussion are: criteria for buffer averaging, resource mapping, management requirements, waive program, and incentive program. Several members of the Working Group addressed Council complimenting the makeup of the working group, commenting on how well they have all worked together, and noting the importance of the task before them. Mr. Lawson stated that the next step is the drafting of an ordinance; the County's legal team will begin this effort and will circulate the first draft to the Working Group members for feedback and guidance. Thereafter, the public hearing process will begin.

**Adminis-
trator's
Report**

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

1. Advisory Committee on Aging & Adults with Physical Disabilities for Sussex County

The Advisory Committee on Aging & Adults with Physical Disabilities will meet September 16th at 10:00 a.m. at the Sussex County Administrative Offices West Complex, 22215 North DuPont Boulevard, in Georgetown. Will Childers, Agency Director, Always Best Care Senior Services, Delaware, will be speaking on "*Caregiving...Taking Care of Loved Ones and Yourself: Hints on Caring for the Memory Impaired, Avoiding Caregiver Burnout, and How to Plan to Get the Care You Deserve.*" The Conference Planning Subcommittee will also meet at 11:30 a.m. to discuss planning for the 2020 conference. A copy of the agenda for each meeting is attached.

2. Common Interest Community Ombudsman's Workshop – HOA Governance Issues

The Delaware Department of Justice's Common Interest Community Ombudsman will host a workshop for HOA Governance Issues on Tuesday, September 17th, from 5:00 to 8:00 p.m. at the Sussex County Association of REALTORS® office, 23407 Park Avenue, in Georgetown. The Common Interest Community Ombudsman, Advisory Council-Education Committee will present information on the Ombudsman's Office and topics such as "What Do I Need to Know About How My

Administrator's
Report
(continued)

HOA Operates?" The flier and workshop agenda are attached.

3. Delaware State Police Activity Report

The Delaware State Police year-to-date activity report for July 2019 is attached listing the number of violent crime and property crime arrests, as well as total traffic charges and corresponding arrests. In addition, DUI and total vehicle crashes investigated are listed. In total, there were 195 troopers assigned to Sussex County for the month of July.

4. Projects Receiving Substantial Completion

Per the attached Engineering Department Fact Sheets, the following projects have received Substantial Completion: The Reserves – Phase 4C, effective August 22nd; Bay Forest Club – Phase 5.2 Marina Facility, effective August 26th; Windmill Woods – Phase 4, effective August 29th; and Bishop's Landing (formerly Dove Landing) – Pump Station Redesign, effective September 3rd.

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

Quarterly
Pension
Update
and Recom-
mendation

Mrs. Jennings presented a quarterly pension update which included a quarterly performance review, asset allocation study, and a recommendation to rebalance the Pension Fund with an additional contribution. As of June 30, 2019, there was \$111.7 million in the Pension Fund with a 1-year return of 6.7% and there was \$46 million in the OPEB Benefit Fund with a 1-year return of 6.8%; the County's assumed rate of return is 7%. Mrs. Jennings stated that the Pension Committee has recommended that the \$5 million contribution which was included in the Fiscal Year 2020 Budget be made and she reported on Marquette Associates' recommendation for the allocation of the \$5 million.

M 435 19
Pension
Contri-
bution
Authori-
zation

A Motion was made by Mr. Burton, seconded by Mr. Rieley, that the Sussex County Council, based on the recommendation of the Pension Committee and Marquette Associates, make an additional pension contribution of \$5 million, based on the allocation, as presented.

Motion Adopted: 5 Yeas.

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

Delaware
Transit
Reimburse-
ment
Program

Mrs. Jennings reported that DART, a division of DelDOT, has allocated \$796,850.00 for funding of transportation expenses for various senior centers in Sussex County. This amount is the same as in previous years. The County's responsibility is to approve a recommended funding amount for Fiscal Year 2020 as per State law; this is an allocation of

Delaware Transit Reimbursement Program (continued) **State grant funds to various senior agencies for transportation purposes. The recommended funding for each agency is the same as in previous years:**

Nanticoke Senior Center	\$ 44,958.62
Indian River Senior Center	2,099.97
Laurel Senior Center	99,081.45
Lewes Senior Center	27,120.00
Cape Henlopen Senior Center	43,065.00
CHEER, Inc.	<u>580,524.96</u>
 TOTAL	 \$796,850.00

M 436 19 Approve Allocation/ Delaware Transit Reimbursement Program **A Motion was made by Mr. Burton, seconded Mr. Wilson, that the Sussex County Council approves the allocation of State funds to various senior agencies within Sussex County, as presented.**

Motion Adopted: 5 Yeas.

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

Keep DE Litter Free Program Participation **Michael Costello, Government Affairs Manager, reported on County staff’s participation with the Governor’s initiative to “Keep DE Litter Free”. On September 20th, County staff will participate in a Litter Cleanup Event in conjunction with the Employee Benefit Committee’s annual luncheon.**

Western Sussex Transmission Facilities **Hans Medlarz, County Engineer, presented Change Order No. 1 for the Western Sussex Transmission Facilities, Contract 2, PACT One, LLC, Market Street Gravity Sewer Project.**

M 437 19 Approve C/O for Western Sussex Transmission Facilities Contract **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. 1 for Contract #18-12, Contract 2, Western Sussex Transmission Facilities: Market Street Gravity Sewer, be approved, which increases the contract amount by \$96,840.00, for a new contract total of \$2,160,095.00.**

Motion Adopted: 5 Yeas.

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

Agreement/ Artesian IBRWF **Hans Medlarz, County Engineer, presented a proposed 20-year agreement with Artesian Wastewater Management, Inc. for the treatment of Class B biosolids at the Inland Bays Regional Wastewater**

(continued) Facility (IBRWF).

M 438 19 A Motion was made by Mr. Burton, seconded by Mr. Hudson, based upon the recommendation of the Sussex County Engineering Department, that the Sussex County Council approves the Biosolids Handling Agreement with Artesian Wastewater Management, Inc., as presented.

Approve Biosolids Handling Agreement/ Artesian/ IBRWF

Motion Adopted: 5 Yeas.

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

Bulk WW Services Agreement/ Artesian

Hans Medlarz, County Engineer, presented Addendum No. 2 to the 2016 Bulk Wastewater Services Agreement with Artesian Wastewater Management, Inc.

M 439 19 A Motion was made by Mr. Burton, seconded by Mr. Wilson, based upon the recommendation of the Sussex County Engineering Department, that the Sussex County Council approves Addendum 2 to the Bulk Wastewater Services Agreement between Sussex County and Artesian Wastewater Management, Inc., as presented.

Approve Addendum/ Bulk WW Services Agreement/ Artesian

Motion Adopted: 5 Yeas.

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

Grant Requests

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

M 440 19 A Motion was made by Mr. Burton, seconded by Mr. Hudson, to give \$1,000.00 from Mr. Vincent's Councilmanic Grant Account to Nanticoke River Arts Council for operating expenses.

Councilmanic Grant

Motion Adopted: 5 Yeas.

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

M 441 19 A Motion was made by Mr. Hudson, seconded by Mr. Burton, to give \$1,000.00 (\$500.00 each from Mr. Hudson's and Mr. Burton's Councilmanic Grant Account) to Little League Baseball for the Rehoboth Beach Little League's annual operations.

Councilmanic Grant

Motion Adopted: 5 Yeas.

Introduction of Proposed Ordinances (continued)

LANDSCAPING BUSINESS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN NORTHWEST FORK HUNDRED, SUSSEX COUNTY, CONTAINING 6.345 ACRES, MORE OR LESS” (Conditional Use No. 2202) filed on behalf of John H. Passwaters (Tax I.D. No. 131-15.00-17.00) (911 Address: 18956 Sussex Highway, Bridgeville).

The Proposed Ordinances will be advertised for Public Hearing.

**M 445 19
Recess**

At 11:58 a.m., a Motion was made by Mr. Hudson, seconded by Mr. Wilson, to recess.

Motion Adopted: 5 Yeas.

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

[The recording of the meeting on this date concluded at this point. The luncheon/discussion and Fair Housing Training are not a part of the audio of this meeting.]

**M 446 19
Reconvene**

At 12:19 p.m., a Motion was made to come out of recess and reconvene the meeting.

Motion Adopted: 5 Yeas.

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

**Luncheon/
Discussion
with the
Planning
and Zoning
Commission
and the
Board of
Adjustment**

At 12:19 p.m., the Council attended a luncheon for general discussions with Board of Adjustment members, Planning and Zoning Commission members, and staff. The luncheon was held at the Sussex County Association of Realtors office in Georgetown.

The following were present:

- | | |
|------------------------------|----------------------------------|
| Michael H. Vincent | President |
| Irwin G. Burton III | Vice President |
| Douglas B. Hudson | Councilman |
| John L. Rieley | Councilman |
| Samuel R. Wilson Jr. | Councilman |
| Todd F. Lawson | County Administrator |
| Gina A. Jennings | Finance Director |
| J. Everett Moore, Jr. | County Attorney |
| Jamie Sharp | Assistant County Attorney |
| Vince Robertson | Assistant County Attorney |
| Ellen Magee | Board of Adjustment |

**Luncheon/
Discussion
with the
Planning
and Zoning
Commission
and the
Board of
Adjustment
(continued)**

**John Williamson
Robert Wheatley
Kim Hoey Stevenson
Keller Hopkins
Bruce Mears
Janelle Cornwell
Michael Costello
Jamie Whitehouse
Samantha Bulkilvish
Ann Lepore**

**Board of Adjustment
Planning and Zoning Commission
Planning and Zoning Commission
Planning and Zoning Commission
Planning and Zoning Commission
Planning and Zoning Director
Government Affairs Manager
Planning and Zoning Manager
Planner, Planning and Zoning Department
Clerk, Planning and Zoning Department**

Mr. Lawson noted that this was an informal meeting. Mr. Lawson commented on the Board and Commission members' relationship with Planning and Zoning staff and with Legal Counsel; members are encouraged to seek input and guidance to help prepare for meetings. Topics of discussion during the luncheon included security improvements in Council Chambers, the audio/broadcast system in Council Chambers, communications with constituents regarding zoning applications, training opportunities for Board and Commission members, and ordinance changes, code updates and procedures that members are seeking. Also discussed at length was the County's Memorandum of Understanding (MOU) with DelDOT which sets up the framework of interaction between DelDOT and the County, the County's involvement with the Wicomico Metropolitan Planning Organization (MPO), recent meetings regarding the Transportation Improvement Districts (TIDs), especially the Henlopen TID, and DelDOT's attendance and participation at Planning and Zoning Commission meetings and Sussex County Council meetings.

**M 447 19
Recess**

At 2:00 p.m., a Motion was made by Mr. Rieley, seconded by Mr. Burton, to recess.

Motion Adopted: 5 Yeas.

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

**M 448 19
Reconvene**

At 2:07 p.m., a Motion was made by Mr. Burton, seconded by Mr. Rieley, to reconvene.

Motion Adopted: 4 Yeas, 1 Absent.

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

**Fair
Housing
Training
Seminar**

A Fair Housing Training Seminar was held and conducted by representatives of Enterprise. Topics presented and discussed were: history leading to the passage of the Fair Housing Act, The Fair Housing Act, Analysis of Impediments to Fair Housing Choice, Delaware Fair Housing Act, Delaware's Fair Housing planning process, disparate treatment and impact, discriminatory effect, perpetuation of segregation, zoning, land use and fair housing, fair housing and people with disabilities, and fair housing and nuisance ordinances

The Fair Housing Training Seminar was held at the Sussex County Association of Realtors office in Georgetown.

Mr. Lawson noted that the workshop was video-recorded and will be made available for those that could not attend.

**M 449 19
Adjourn**

At 3:34 p.m., a Motion was made by Mr. Burton, seconded by Mr. Rieley, to adjourn.

Motion Adopted: 3 Yeas, 2 Absent.

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

Respectfully submitted,

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

{An audio recording of this meeting is available on the County's website. Only the morning session is included in the audio recording; the luncheon and fair housing training seminar portion of the meeting are not included.}



SUSSEX COUNTY GOVERNMENT

GRANT APPLICATION

Payable to:

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: Sussex County Health Coalition (Delaware Community Foundation)

PROJECT NAME: Sussex County Substance Use Prevention Project

FEDERAL TAX ID: 22-2804785 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 Sussex County Health Coalition exists to engage the entire community in collaborative family-focused effort to improve the health of children, youth and families in Sussex County, Delaware.

ADDRESS: 21133 Sterling Square
Unit 10
Georgetown DE 19956
(CITY) (STATE) (ZIP)

CONTACT PERSON: Peggy Geisler
TITLE: Executive Director
PHONE: 410-310-596 EMAIL: pgeisler@pmgconsultin.net

TOTAL FUNDING REQUEST: \$5000

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

If YES, how much was received in the last 12 months? \$5,000

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

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

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

SECTION 2: PROGRAM DESCRIPTION

PROGRAM CATEGORY (choose all that apply)

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

BENEFICIARY CATEGORY

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

BENEFICIARY NUMBER

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

1,000

SECTION 3: PROGRAM SCOPE

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

Sussex County Health Coalition is trying to get at the Substance use disorder as well as the Opioid epidemic issues that are addicting our youth and killing our young and old alike. Data shows that overdose deaths in Delaware equal 1 a day. That the CDC just issued a massive warning on Vaping, Jeweling and other substance delivery mechanism. That there is growing trend in our middle and high schools around Alcohol and Marijuana is resurging. Sussex County Youth and families are under siege. We as a community need to provide the awareness, prevention and tools to help our citizens prevent, intervene and support those who want to live a sober/clean lifestyle but it takes all of us. (Please note we can garner

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

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

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

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

N/A

SECTION 4: BUDGET

REVENUE	45000
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	
TOTAL REVENUES	45,000.00
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)	
Prevention Messaging (PSA/Speakers/Media Print/TV/Other)	-\$ 35,000.00
Prevention Youth Activities	-\$ 5,000.00
Botvin Curriculum, instruction , testing and youth incentives	-\$ 35,000.00
5-10% Overhead Costs	-\$ 10,000.00
SCHC Staffing	-\$ 20,000.00
Promotional Materials	-\$ 5,000.00
TOTAL EXPENDITURES	-\$ 110,000.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	-\$ 65,000.00

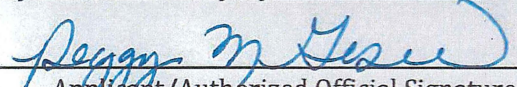
SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the **Sussex County Health Coalit** agrees that:
(Name of Organization)

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

SECTION 5: STATEMENT OF ASSURANCES (continued)


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



Applicant/Authorized Official Signature

9-7-19

Date



Witness Signature

9-7-19

Date

Completed application can be submitted by:

Email: gjennings@sussexcountyde.gov

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

[Handwritten initials]

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

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.

[Handwritten Signature]
Applicant/Authorized Official Signature

Ken Miller
Witness Signature

Executive Director

Title

9-6-19

Date

*Todd Lawson
9-09-19*

ENGINEERING DEPARTMENT

ADMINISTRATION	(302) 855-7718
AIRPORT & BUSINESS 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) 855-7773



Sussex County

DELAWARE
sussexcountyde.gov
HANS M. MEDLARZ, P.E.
COUNTY ENGINEER
ERIC LITTLETON, C.M.
AIRPORT MANAGER

Memorandum

TO: Sussex County Council

THROUGH: Todd Lawson
County Administrator

FROM: Eric Littleton, C.M.
Airport Manager Delaware Coastal Airport and Business Park

RE: ***Delaware Coastal Airport/Business Park
Air Methods Lease Agreement for Lot A-2***

DATE: September 10, 2019

On July 19, 2016 Council approved Air Methods Corporation's choice to exercise their final three-year extension to the lease for Lot A-2 at the Delaware Coastal Airport. Air Methods is the parent company of LifeNet and operates an air ambulance service, with flight and medical crews on duty 24/7 serving the region from a county owned 2,500 square foot hangar on the airport since September 2007. LifeNet has proven to be a valuable aeronautical tenant paying reasonable rent and providing substantial jobs at the airport.

The current lease agreement for Lot A-2 expires on September 30, 2019, to that end we are requesting Council's approval of the new lease agreement provided herein; to be for the term of three (3) years with three (3) three (3) year extensions to be exercised at the discretion of the Council. The proposed annual rent for this agreement is Twenty Thousand Two Hundred Fifty-Six dollars (\$20,256.00) for the initial term, an increase of three percent (3%) over the current amount with each of the three (3) year extensions increasing by three percent (3%) as well. Please don't hesitate if you have any questions or concerns.

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



**COMMERCIAL LEASE FOR THE AIRCRAFT HANGAR LOCATED ON
LOT A-2
AT DELAWARE COASTAL AIRPORT**

THIS COMMERCIAL LEASE is entered into this _____ day of _____, 2019 (the "Lease") by and between SUSSEX COUNTY, DELAWARE ("Lessor" or "County"), a political subdivision of the State of Delaware ("State"), with offices located at 2 The Circle, PO Box 589, Georgetown, Delaware 19947 and AIR METHODS CORPORATION ("Lessee"), a corporation duly organized and incorporated under the laws of the State of Delaware, with a principal office located at 5500 S. Quebec Street, Suite 300, Greenwood Village, Colorado 80111.

WITNESSETH

WHEREAS, the County owns Lot No. A-2 at Delaware Coastal Airport (the "Lot"), as shown on the drawing attached hereto as Exhibit A; and

WHEREAS, a hangar has been constructed on the Lot and such hangar is owned by the County (the "Hangar") as more fully described in Exhibit B hereto;

WHEREAS, the Lessee would like to lease the Lot and the Hangar (collectively, the Lot and the Hangar are referred to herein as the "Leased Property") from the County pursuant to the terms set forth herein;

WHEREAS, the County is willing to lease the Leased Property to the Lessee; and

WHEREAS, it is understood by the County and the Lessee that the Lessee is the owner of Rocky Mountain Holdings, LLC which is doing business in Delaware as LifeNet and Lessee is entering into this Lease for the Leased Property for use by LifeNet.

WHEREAS, The Lessee has constructed a 24' X 60' modular building ("the Building") on the Leased Property which Lessor agrees is owned by the Lessee.

NOW THEREFORE, for and in consideration of the above and in further consideration of the mutual promises, covenants and undertakings herein set forth, it is mutually agreed by the parties hereto as follows:

1. **Term.** The County will demise and lease to Lessee the Leased Property, which includes Lot A-2 and the approximately 2500 square foot block aviation hangar located thereon (the "Hangar") as more fully described in Exhibits A and B hereto for a term which shall commence on October 1, 2019 and continue for three (3) years, terminating on September 30, 2022 (the "Term"), subject to Paragraph 2 hereof, provided that neither the Lessee nor LifeNet is in breach of the terms and conditions set

forth herein. The annual rental rate shall be Twenty Thousand Two Hundred Fifty Six Dollars (\$20,256.00), which shall be payable in 12 equal monthly installments of One Thousand Six Hundred Eighty Eight Dollars (\$1,688.00) in advance on the first day of each month commencing October 1, 2019. All rental payments shall be made to Lessor by electronic funds transfer to the Lessor's bank account which will be provided to Lessee.

2. **Option to Extend Term of Lease.** Provided the Lessee has not been in breach of its obligations under this Lease, the Lease may be extended for three (3) additional three (3) year periods at the discretion of the County, provided that the annual rent payable will increase by three percent (3%) for each three year period after the Initial Term. If Lessee intends to request an extension of the Term, it shall send a written request to the County not less than ninety (90) days prior to the end of the Term set forth in Paragraph 1 above and the County will have thirty (30) days to approve or reject such request for an extension of the Term. County's failure to timely reject such request for an extension of the Term shall be deemed an approval of such request.

3. **Cancellation of Lease.** The Lessee shall have the right to cancel this Lease if it no longer provides medical helicopter transport for Christiana Care Health Systems. In this circumstance, Lessee shall provide sixty (60) days notice prior to cancellation of Lease.

4. **Use.** Lessee shall use and occupy the Leased Property for any legal purpose necessary to operate its business, provided (i) that its business is directly related to an aeronautical use as defined by the Federal Aviation Administration, (ii) that Lessee has provided evidence of the insurance required herein; and (iii) that Lessee grants access to the Leased Property when requested by the County.

5. **Use Restrictions.** Lessee may not (i) abandon or vacate the Leased Property without giving notice to the County; (ii) disfigure or deface the Leased Property or permit any waste, nuisance or unlawful use on or about the Leased Property; (iii) use the Leased Property without a Certificate of Occupancy; or (iv) violate any municipal, county, state or federal law, rule, regulation or order.

6. **Care and Maintenance of the Leased Property.** After a full and complete inspection of the Leased Property, the Lessee acknowledges that the Leased Property is in good order and repair and Lessee covenants that it shall at its own expense and at all times, maintain and keep the Leased Property in a good and safe condition, and shall surrender the same at termination of the Lease in the same good condition as received, except for normal wear and tear.

During the Term of this Lease, the County will maintain the exterior of the Hangar and the Hangar door for purposes of normal care and maintenance. All other care and maintenance shall be the responsibility of the Lessee.

7. **Alterations.** Lessee shall not, without first obtaining the written consent of the County, make any alterations, additions, or improvements, in, to or about the Leased Property. Any such alterations, additions, improvements or construction on the Leased Property shall also be inspected and approved by the County Engineer.

The 24' X 60' modular building constructed by the Lessee shall remain the property of the Lessee upon termination of this Lease. Upon termination of the Lease, Lessee shall have sixty (60) days to *remove* the building and restore the area under and around the building to its original condition.

8. **Compliance with Law.** Lessee covenants that it shall comply with all statutes, ordinances, rules, regulations, and other requirements of all municipal, county, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Leased Property and any business conducted thereon.

9. **Assignment and Subletting.** The Leased Property and the Lease shall not be transferred, assigned, or sublet by Lessee. A transfer shall consist of any of the following whether voluntary or involuntary and whether effected by operation of law or otherwise: (i) any assignment, mortgage, pledge, encumbrance or other transfer of any interest in the Leased Property, the Lease or the Lessee; (ii) any sublease, concession, license, or occupancy of any portion of the Leased Property by any persons other than Lessee and its employees and invitees. Notwithstanding the foregoing, Lessee may assign all of its rights under this Lease to (i) a parent, subsidiary, or affiliate, or (ii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which Lessee is participating provided that written consent of Lessor is acquired, which consent shall not be unreasonably withheld. Any permitted assignee shall assume all of Lessee's obligations under this Lease. Lessee agrees to pay for any attorney's fees incurred by Lessor resulting from any sublease or assignment.

10. **Covenants, Representation and Warranties of Lessee.** The Lessee hereby covenants, represents and warrants the following to the County:

(i) it has full legal power and authority to execute, deliver and perform the obligations set forth in this Lease;

(ii) it will not assign, transfer, hypothecate, pledge, mortgage or in any other way encumber the Hangar or the Leased Property;

(iii) it will pay any and all charges for utility services (gas, water, electricity, telephone, sewer, etc.).

(iv) it will take all requisite action and obtain any necessary consents in connection with the execution and delivery of this Lease and no consent of any other party is required for the performance of Lessee's obligations hereunder;

(v) the execution and delivery of this Lease and all other documents related thereto are valid and legally binding upon Lessee and enforceable in accordance with their respective terms;

(vi) the execution and delivery of this Lease shall not constitute or result in a breach of or a default under any agreement, document, instrument or other obligation for which Lessee is a party or by which Lessee is bound or any law, statute, ordinance, rule, governmental regulation or any writ, injunction, order or decree; and

(vii) it has not received any notice that it is in violation of any federal, state or local law, ordinance, rule, regulation, code or order;

11. **Utilities.** All applications and connections for necessary utility services on the Leased Property shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including, but without limitation, telephone services, water, sewer, gas and electric services.

12. **Entry, Inspection.** Upon reasonable notice, the Lessee shall permit Lessor, and/or its agents to enter upon the Leased Property in order to inspect the Leased Property.

13. **Indemnification of the County.** To the fullest extent permitted by law, Lessee agrees to hold harmless, indemnify and defend the County and the County's elected and appointed officials, officers, directors, employees, agents, volunteers and consultants (the "Indemnified Party") from and against any and all claims, damages, liability and reasonable defense costs relating from or arising out of the Lessee's, Rocky Mountain Holdings, LLC's, Lifenet's, and / or any sublessee or assignee's (collectively "the Indemnifying Party") occupancy of Leased Property, or operations incidental thereto, in each case to the extent (a) caused by or arising out of the negligence or willful misconduct of the Indemnifying Party, its employees, agents or contractors, or (b) caused by or arising out of any breach or default by the Indemnifying Party in the performance of its obligations under this Lease beyond applicable periods of notice and cure, unless such claims, damages, liability and defense costs result directly from the gross negligence or willful misconduct of the Indemnified Party.

Lessee further agrees that Lessee will not hold Landlord and/or any of its agents, employees, directors, officers, volunteers, consultants and its elected or appointed officials responsible or liable for any loss occasioned by fire, theft, rain, windstorm, hail or from any other cause whatsoever, whether the cause be the direct, indirect or merely a contributing factor in producing the loss or damage to any aircraft, automobile, the hangar and associated equipment as shall be appurtenant and necessary thereto, or any other personal property, parts or surplus that may be located in or stored outside of the hangars, or upon the apron, field, runways, taxiways or other location at the airport; and Lessee agrees that the aircraft and their contents are stored, whether on the field or in a hangar, at Lessee's own risk. To the fullest extent permitted by law, Lessee waives any right of recovery from Lessor for any loss of or damage to its real or personal property, improvements and aircraft, regardless of the cause of origin, including the

negligence of the Lessor and its agents, employees, directors, officers, volunteers, consultants and elected or appointed officials. Lessee shall advise its property insurer(s) of the foregoing and such waiver shall be permitted under any insurance policies maintained by Lessee.

14. **Insurance.**

A. **General Insurance Requirements** - Lessee shall furnish certificates of insurance or, at Lessor's request, certified copies of the required liability insurance policies, that are acceptable to Lessor, evidencing all policies required at execution of this Lease. Such insurance shall be written with insurers authorized to do business in Delaware, with a Best's Financial Strength Rating of "A-" or better and a Financial Size Category of "VII" or higher in the latest evaluation of the A.M. Best Company, unless otherwise approved by Lessor. No acceptance and/or approval of any insurance by Lessor shall be construed as relieving or excusing Lessee from any liability or obligation imposed by the provisions of this Lease.

Required liability insurance policies shall be endorsed and such certificate shall provide that no cancellation, non-renewal or material reduction in coverage can take effect unless 30 days prior written notice by registered mail is furnished to Lessor.

Liability policies required herein may not be written on a "claims made" basis without the prior written approval of Lessor.

B. As used in Paragraph 14, "Lessee" shall mean Air Methods Corporation, Rocky Mountain Holdings, LLC and Lifenet and any other subsidiary or affiliate of Air Methods Corporation that occupies or conducts operations at or from the Leased Property.

C. Lessee shall secure and maintain, at its expense, the following insurance throughout the Term of the Lease and evidence of such insurance is a condition precedent to the effectiveness of this Lease.

1. **Commercial General or Premises Liability Insurance** that insures against bodily injury, property damage, personal and advertising injury claims arising from the Lessee's occupancy of the Leased Property or operations incidental thereto with a combined single limit of \$1,000,000 per occurrence. Such insurance shall be endorsed to name the County and the County's elected and appointed officials, officers, directors, employees, agents, volunteers and consultants as additional insureds on a primary and non-contributory basis.

2. **Aircraft Liability Insurance** that insures against bodily injury and property damage claims arising from Lessee's ownership, maintenance or use of owned and non-owned aircraft while stored at or being operated to or from the Leased Property by Lessee or others, with a combined single limit of \$1,000,000 per occurrence. No per passenger sublimit of liability shall apply and crew coverage is to be included. Such insurance shall be endorsed to name Lessor and Lessor's elected

and appointed officials, officers, directors, employees, agents, volunteers and consultants as additional insureds on a primary and non-contributory basis.

3. Aircraft Physical Damage Insurance that insures against physical loss of or damage to aircraft owned by or leased to the Lessee while stored at or being operated to or from the Leased Property by Lessee or others. Such physical damage insurance must be in an amount satisfactory to protect Lessee's interests in or liability for such aircraft. If Lessee fails to secure and maintain physical damage insurance on such aircraft, any loss of or damage to such property shall be the sole responsibility of and at the sole risk of the Lessee.

To the fullest extent permitted by law, Lessee waives any right of recovery from Lessor for any loss of or damage to aircraft owned by or leased to the Lessee regardless of the cause of loss and including loss amounts in excess of any insurance coverage or when Lessee's insurance for loss of or damage to such aircraft is uncollectible for any reason. Any deductible amount(s) selected by Lessee shall be the sole responsibility of and at the sole risk of Lessee.

4. Workers' Compensation & Employers' Liability Insurance that insures Lessee's workers' compensation obligation to employees in Delaware under State and Federal Law. Employers' Liability Insurance must be secured with minimum limits of \$100,000 for bodily injury by accident, \$100,000 each employee for bodily injury by disease and a \$500,000 policy limit for bodily injury disease.

5. Property and Business Income Insurance Lessee shall secure and maintain, at its own expense, all risk (special form) property insurance that insures against direct physical loss of or damage to the modular building on the Leased Property, Lessee's personal property, other than aircraft, including improvements, fixtures and equipment located on the Leased Premises, on a replacement cost valuation basis, in amounts satisfactory to protect its interests. Lessee shall also secure, at its own expense, all risk (special form) business income and extra expense insurance in amounts satisfactory to protect its interests as a result of direct physical loss of or damage to the covered property. Lessor shall be an insured on Lessee's property and business income insurance as its interests may appear,

To the fullest extent permitted by law, Lessee waives any right of recovery from Lessor or Lessor's elected and appointed officials, officers, directors, employees, agents, volunteers and consultants for any loss of or damage to the property (or resulting loss of income or extra expense) of Lessee, by reason of any peril insured against under any property insurance. Lessee shall advise its insurers of the foregoing and such waiver shall be permitted under any property and/or business income insurance policies maintained by Lessee. Any deductible amount(s) selected by Lessee shall be the sole responsibility of and at the sole risk of Lessee.

15. Eminent Domain. If the Leased Property or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the Leased Property, shall be taken by eminent domain, this Lease shall terminate on

the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof.

16. **Damage by Fire or Other Casualty.** If the Leased Property is destroyed and rendered untenable for Lessee's accustomed use by fire or other casualty, this Lease shall terminate immediately, and any prepayment of Rent shall be refunded pro rata to Lessee by Lessor. If the Leased Property is damaged or rendered partially untenable for Lessee's accustomed use by fire or other casualty, and if the Leased Property can be repaired within ninety (90) days from the date of such casualty, Lessor, at its option, may repair the Leased Property to substantially the same condition as immediately prior to such casualty. If Lessor chooses to repair the Leased Property, Lessor shall provide thirty (30) days written notice to Lessee of its intent to repair. From the date of such casualty until the Leased Property is so repaired and restored, the Rent payments shall abate in such proportion as the part of the Leased Property so damaged or untenable bears to the total Leased Property. Notwithstanding the foregoing, if the damaged portion of the Leased Property cannot be repaired within ninety (90) days of such casualty, or if said damage materially interferes with Lessee's use of the remainder of the Leased Property, then either Lessor or Lessee may terminate this Lease and any prepayment of Rent shall be refunded pro rata to Lessee by Lessor. Lessor shall not be obligated to repair and restore if such casualty is caused in whole or in part by the negligence of Lessee, its agents or employees.

17. **Default:**

A Events of Default Defined. The following shall be "events of default" under this Lease and the terms "event of default" or "default" shall mean, whenever they are used in this Lease any one or more of the following events:

(1) Failure by the Tenant to pay the rents required to be paid at the times specified herein and continuing for a period of thirty (30) days after notice by mail is given to the Tenant that the rental payment referred to in such notice has not been received;

(2) Failure by the Tenant to observe and perform any covenant, condition or agreement of this Lease on its part to be observed or performed, other than as referred to in Subsection (1) of this Section, for a period of sixty (60) days after written notice, specifying such failure and requesting that it be remedied, given to the Tenant by Landlord, unless the Landlord shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Landlord will not unreasonably withhold its consent to an extension of such time if it is possible to correct such failure and corrective action is instituted by the Tenant within the applicable period and diligently pursued until the default is corrected; or

(3) The dissolution or liquidation of the Tenant or the filing by

the Tenant of a voluntary petition in bankruptcy, or failure by the Tenant promptly to lift or bond (if legally permissible) any execution, garnishment or attachment of such consequences as will impair its ability to carry on its operation, or the commission by the Tenant of any act of bankruptcy, or adjudication of the Tenant as bankrupt or assignment by the Tenant for the benefit of its creditors, or the entry by the Tenant into an agreement of compromise with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Tenant in any proceedings for its reorganization instituted under the provisions of the Federal Bankruptcy Statutes, as amended, or under any similar act which may hereafter be enacted. The term "dissolution or liquidation of the Tenant", as used in this subsection, shall not be construed to include the cessation of the corporate existence of the Tenant resulting from a merger or consolidation of the Tenant into or with another corporation or of a dissolution or liquidation of the Tenant following a transfer of all or substantially all its assets.

(4) Failure by Tenant to abide by any laws, statutes, rules or regulations relating to the Leased Premises or the Delaware Coastal Airport and continuing for a period of thirty (30) days after notice by mail is given to Tenant that the violation referred to in such notice has not been corrected.

(5) Remedies of Default. Whenever any event of default referred to in subsections (1) through (4) above shall have happened and be subsisting, Landlord may take any one or more of the following remedial steps:

(a) Apply any money of Tenant's in Landlord's possession to discharge in whole or in part any obligation or covenant to be observed or performed by Tenant hereunder.

(b) Perform any obligation or covenant to be performed By Tenant hereunder and charge Tenant therefore.

(c) Terminate the Lease.

(d) Enter the leased property and take possession of the same and hold Tenant liable for the rent thereafter accruing and due until such time as Landlord can obtain another suitable Tenant of the leased property under the same terms hereof.

No remedy herein conferred upon or reserved to Landlord or Tenant shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

18. **Waiver.** Lessee agrees that any waiver by Lessor of the performance of any one of the conditions of this Lease shall not be deemed to constitute a waiver of the right of Lessor to proceed against Lessee upon any subsequent breach of the same or other conditions of this Lease.

19. **Notices.** Any notice which either party may, or is required to give, shall be given in writing by regular first class mail addressed as follows:

To Lessor:

Director, Delaware Coastal Airport & Business Park
21553 Rudder Lane
P. O. Box 589
Georgetown, DE 19947

To Lessee:

Air Methods Corporation
5500 S. Quebec Street, Suite 300
Greenwood Village, CO 80111

20. **Non-Discrimination.** The Lessee for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the lease and to re-enter and as if said lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

21. **Airport Protection.** It shall be a condition of this Lease, that the Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport.

That the Lessee expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.

That the Lessee expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

22. **Property Rights Reserved.** This Lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the Lessor acquired the subject property from the United States of America and shall be given only such effect as **will** not conflict or be inconsistent with the terms and conditions contained in the lease of said lands from the Lessor, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the Lessor pertaining to the Delaware Coastal Airport.

23. **Exclusive Rights.** Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this agreement are non-exclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the airport.

24. **Economic Nondiscrimination.** To the extent Lessee engages in any aeronautical activity for furnishing services to the public at the Delaware Coastal Airport, Lessee shall:

- a. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
- b. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers."

25. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this Lease before the parties' execution hereof.

26. **Statutory Lien.** Lessor hereby claims any and all statutory or other liens which it may have upon the equipment, furniture, fixtures, and personal property of any Lessee placed upon the Leased Property, and Lessee agrees that Lessor has such a lien.

27. **Attorney's Fees.** Lessee shall pay to Lessor, Lessor's reasonable attorney's fees if Lessor employs an attorney or requires the use of an attorney, including appointed County Attorneys, to protect the interest of Lessor if Lessee is adjudged bankrupt, or legal process is levied upon the interest of the Lessee in the Lease or the Leased Property, or if Lessee is found by a court of competent jurisdiction to have violated any of the terms of this Lease or Lessor is otherwise required to protect and defend the interests of Lessor under this Lease.

28. **Severability.** The terms, conditions, covenants and provisions of this Lease shall be deemed to be severable. If any clause or provisions herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect. Lessor may pursue the relief or remedy sought in any invalid clause, by conforming the said clause with the provisions of the statutes or the regulations of any governmental agency in such case made and provided as if the particular provisions of the applicable statute or regulations were set forth herein at length.

29. In all reference herein to any parties, person, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns.

30. The effectiveness of this Lease shall be contingent upon its approval by Sussex County Council in the form of a Motion or Resolution. In the absence of said approval, this Lease shall be null and void and of no further force and effect.

(REST OF PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or caused these presents to be signed by their proper corporate officers and their proper corporate seals to be affixed, the day and year first above written. The written resolution of any applicable Board of Directors being attached hereto as evidence of authority of the undersigned corporate officers to execute the Lease.

Attest:

LESSOR: SUSSEX COUNTY COUNCIL

Name: Robin A. Griffith
Title: Clerk of County Council

Name: Michael H. Vincent (SEAL)
Title: President

APPROVED AS TO FORM:

J. Everett Moore, Jr., County Attorney

Attest:

LESSEE: AIR METHODS CORPORATION

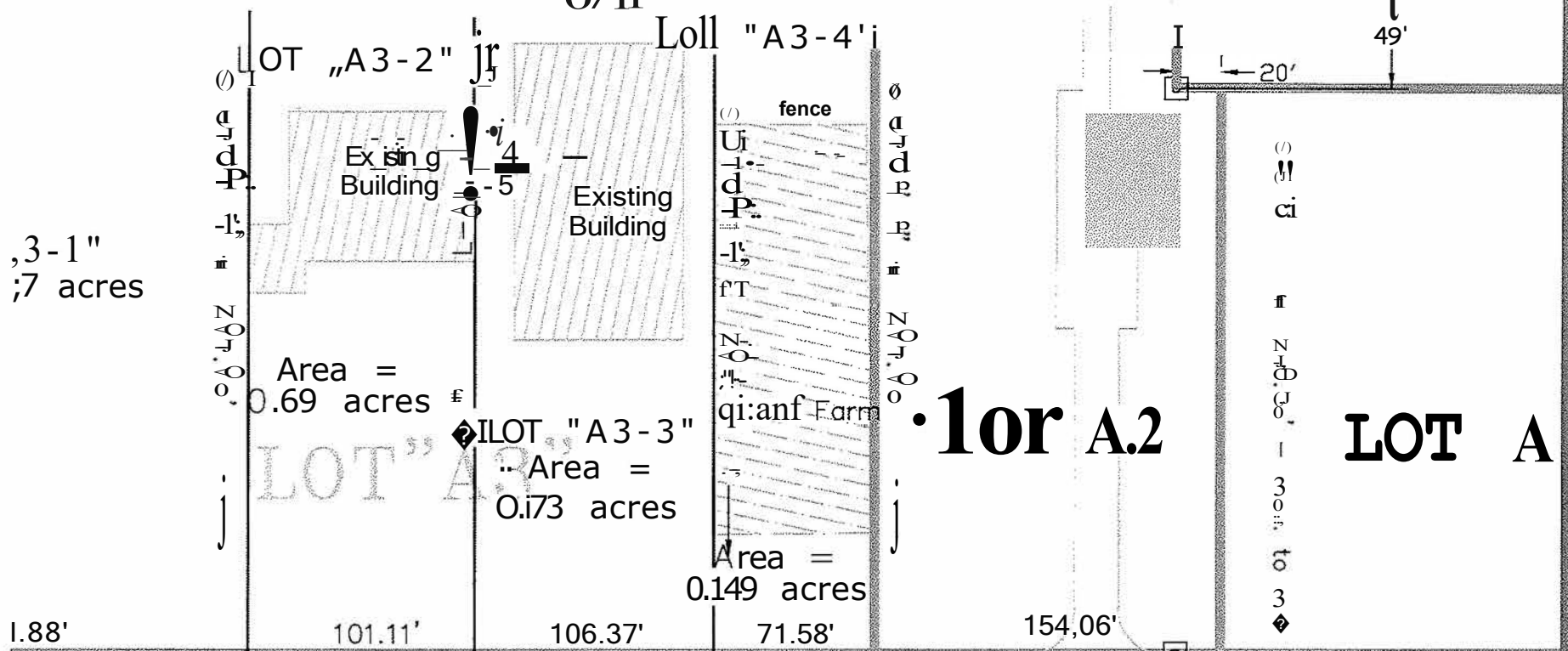
Name: _____
Title: _____

Name: _____ (SEAL)
Title: _____

EXHIBIT A

Drawing of Lot

N 32°55'45" E 478.94' , 71.58', 134.07' & fu@ eusr



Note: Lot lines have not been verified by Professional Land Surveyor

Air Methods	
DELAWARE COASTAL AIRPORT Georgetown, DE	
S. J. Co., Inc. Civil Design	EXHIBIT A
DRAWN BY: JH	SCALE: 1" = 100'
CHECKED BY: JHJ	DATE: Jul 2015

EXHIBIT B

Description of Property

All that certain parcel of land being 44,922 square feet, being Lot A-2 at Delaware Coastal Airport, Sussex County, Delaware, more particularly described in Exhibit A attached hereto and made a part hereof and improved with a 50 ft by 50 ft block hangar building.

PLANNING & ZONING

JANELLE M. CORNWELL, AICP
DIRECTOR

(302) 855-7878 T
(302) 854-5079 F



Sussex County

DELAWARE
sussexcountyde.gov

Memorandum

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

From: Janelle M. Cornwell, AICP, Planning & Zoning Director

CC: Todd F. Lawson, County Administrator

Date: September 12, 2019

RE: 2019 Sussex County CTP Request

This is an annual process the County performs for consideration by DelDOT for transportation projects throughout the county. The County solicited comments from the public for projects to be consider as part of the 2021-2026 CTP from July 16, 2019 through August 2, 2019. The Draft CTP request will be presented to Council during the meeting on Tuesday. This year's request includes a table of the projects requested to be included in the CTP. The Draft request includes items that were included in the draft 2018 Comprehensive Plan, and previous requests. The comments received were already included in the CTP from last year or are projects that fall outside the scope of the CTP.

DelDOT will be presenting information on how the county's requests are received and where projects are in the current and proposed CTP. A public meeting will be held on September 25, 2019 for the public to provide comment on the CTP.

The Draft CTP request is enclosed for your review. All of the comments that were received from the public during the public comment process will be provided to DelDOT.



DRAFT - Sussex County 2021-2026 CTP Request

Sussex County is Delaware’s largest county by land area, and the fastest-growing region in the First State. With more than 37 percent of the state’s 6,281 miles of public roads located within the county, Sussex County represents a significant portion of the transportation system in Delaware, with critical needs that are present or needed in the future as Southern Delaware grows in population and traffic counts.


The most heavily traveled roadways in Sussex are US 13 and SR 1 (each carrying more than 35,000 vehicles daily), followed by US 113 with more than 30,000 vehicles daily. At the same time, the major east-west routes (US. 9, SR. 16, SR. 24, SR 54, etc.) also are heavily traveled, though these arteries, in their present two-lane form, are less capable of extensive traffic. The county’s network of roadways, at times, experience capacity issues with the aforementioned roads, particularly during the highly traveled summer tourism months, but also now in some instances year-round.

Sussex County is an attractive destination place for both tourists and residents. This has resulted in population growth since 1960. The population per the 2015 Delaware Population Consortium was 215,622. The County government continues to expect the population to grow to approximately 262,000 (Delaware Population Consortium estimate) by 2045. The county experiences significant population growth during the summer months due to seasonal population. The seasonal population is expected to reach 122,963 (Delaware Population Consortium) in 2045 for a total population of approximately 384,963. The number increases if day trips were counted.




The current and projected growth will continue to place pressure on the county’s transportation system. To address that pressure, there will need to be a coordinated approach to address the land use and transportation needs of the county.

The following items are Sussex County’s transportation priorities for the 2021-2026 Capital Transportation Program, based on previous requests and community input:


Sussex County CTP Request for 2021-2026 Previous Requests

Project Location	Purpose	Justification	Area	DelDOT Updates
Five Points Intersection *	Construct intersection and road improvements	Improve safety and increase traffic capacity		Waiting on Five Points Working Group final recommendations for CTP FY 2021
US 9 to SR 24, west of Lewes and Rehoboth Beach *	Consider building a connector road for local traffic	Increase traffic capacity and provide local access to services	Lewes and Rehoboth Beach	Waiting on Five Points Working Group final recommendations for CTP FY 2021
SR 26 & SR 54, from SR 1 to US 113*	Consider providing more direct connections to US 113	Improve evacuation safety, reduce congestion in resort areas	Eastern Sussex	Potential part of 404 Transportation Study

Sussex County CTP Request for 2021-2026 Previous Requests

Project Location	Purpose	Justification	Area	DeIDOT Updates
SR 36 and SR 16, from SR 404 to SR 1*	Consider constructing capacity and safety improvements	Increase east/west traffic capacity, improve evacuation safety, complement SR 404 improvements	Countywide	Potential part of 404 Transportation Study
SR 20, from Dagsboro to SR 54*	Consider constructing capacity and safety improvements	Improve evacuation safety, reduce congestion in resort areas	Dagsboro	
US 113, in Millsboro and surrounding area*	Consider constructing capacity and safety improvements	Increase north/south capacity, reduce congestion, complement North Millsboro Bypass project		CTP FY 2019 ROW funded through 2023 This is also the 113 widening
US 9, from SR 1 to US 113*	Consider constructing capacity and safety improvements	Increase east/west traffic capacity, improve evacuation safety, reduce congestion		Potential part of 404 Transportation Study
New Rd, from Nassau Rd to Pilottown Road*	Consider multi-modal safety and operational improvements	Future traffic pattern related to Minos Conaway Rd and Old Orchard Rd projects, improve evacuation safety	Lewes	Master Plan underway with County, City of Lewes and Stakeholders including DeIDOT; Canary Bridge being placed in CTP; First segment proposed for CTP, Construction to begin 2025
Rt. 404/Rt. 18/Rt. 9	Corridor Study	Increase traffic capacity	MD-DE line to Georgetown	404 Transportation Study. Data collection underway
Rt. 24 (Love Creek to Rt. 1)	Dual lanes	Improved safety and increase traffic capacity		CTP FY 2019 Love Creek to Mulberry Knoll (Phase II) Construction Funding begins FY 2020
Rt. 24 Mulberry Knoll Rd., Camp Arrowhead Rd., & Angola Rd., Robinsonville Rd.	Traffic circles, dual lanes, turn lanes, and widen roads	Increase traffic capacity and improve safety	Lewes	Current Project ROW FY 2019 and 2020 Construction FY 2021

Sussex County CTP Request for 2021-2026 Previous Requests

Project Location	Purpose	Justification	Area	DelDOT Updates
Minos Conaway & Rt. 1	Service road to connect to Janice Rd. and under pass of Bridge	Improve safety	Lewes	Current project funding: ROW FY 2020 and Construction funding begins FY 2023
Plantation Rd. (Cedar Neck Rd. to Rt. 24)	Dual through lanes	Improved safety and increase traffic capacity		Recommendation from Five Points Working Group and will be added to current project.
Cave Neck Rd./ Hudson Rd./ Sweetbriar Rd.	Roundabout/ intersection improvements	Improved safety and increase traffic capacity	Lewes	Proposed for CTP FY 2021 PE in FY 2024
Rt. 24 at Rt. 1	4 lanes with turning lane	Improved safety and increase traffic capacity	Lewes	Completed
Minos Conaway Rd.	Widen travel lanes	Improved safety and Increase traffic capacity	Lewes	Waiting on Five Points Working Group final recommendations for CTP FY 2021
Clay Rd. and Kings Hwy.	Roundabout	Improved safety and increase traffic capacity	Lewes	Part of Kings Hwy Project
Rt. 24 at Jersey Rd.	Intersection improvements	Improved safety	Millsboro	
Rt. 113 to Rt. 24 Bridge through town	Turning lane, no left turn lanes, reroute trucks	Improve safety and increase traffic capacity	Millsboro	
West State Street and East State Street	Right turn lane	Improved safety and increase traffic capacity	Millsboro	
Rt. 9 and Donovans Rd. from Cool Spring to Lewes	Reuse of abandoned railroad line for both roadway and trail	Increase traffic capacity	Lewes	Not advanced to current study by Five Points Working Group
Beaver Dam Road RT 1 to Dairy Farm Road	Turn Lanes; Widen Shoulders; Roundabout	Improve safety and increase traffic capacity	Lewes	Waiting on Five Points Working Group final recommendations for CTP FY 2021
Kings Highway Dartmouth Drive to Freeman Highway	Dualization; sidewalk connectivity Cape HS to City of Lewes	Improve safety and increase traffic capacity	Lewes	

Sussex County CTP Request for 2021-2026 Previous Requests

Project Location	Purpose	Justification	Area	DelDOT Updates
Delaware Coastal Airport	Main runway extension- 500 additional ft.	Flight safety and economic development	Georgetown	Part of US Truck RT 9 Project CTP FY 2019 (Pending FHWA approval) Construction funding to begin FY 2023
Discount Land Road US 13 to Seaford Road	Sidewalk construction & road improvements	Improve safety	Laurel	Proposed for CTP PE in FY 2019
Fred Hudson Rd. between Rt. 1 and Cedar Neck Rd.	Flooding	Improve safety	Bethany Beach	
Coverdale Road SR 18 to Hastings Farm Road	Shoulders	Improve safety and increase traffic capacity	Bridgeville	
DE 1 - Coastal Highway Lewes Street to DE/MD State Line	Sidewalks	Improve safety	Fenwick Island	
Zoar Road at Avalon Road	Shoulders/Intersection Improvements	Improve safety and increase traffic capacity	Georgetown/ Harbeson	
Hollyville Road at Hurdle Ditch	Shoulders/Intersection Improvements	Improve safety and increase traffic capacity	Georgetown/ Harbeson	
Park Avenue (Truck Route 9)	Shoulders; Left Turn lane from US 9	Improve safety and increase traffic capacity	Georgetown/ Harbeson	CTP FY 2019 (Pending FHWA approval) Construction funding to begin FY 2023
US 9 - Lewes - Georgetown Highway at Sand Hill Road	Intersection Improvements	Improve safety and increase traffic capacity	Georgetown/ Harbeson	Current project funding from Tiger Grant
Webb Farm Road North of Peaceful Acres Lane	Floods at sharp turn	Improve safety	Greenwood	DelDOT South Maintenance will address
Clay Road at Kings Highway	Turn Lane	Improve safety and increase traffic capacity	Lewes	County provided updated request for

Sussex County CTP Request for 2021-2026 Previous Requests

Project Location	Purpose	Justification	Area	DelDOT Updates
				CTP FY 2020
Angola Road	Turn lanes, Shoulders and Drainage	Improve safety and increase traffic capacity	Lewes	Intersection at Robinsonville Road part of the RT 24 project Construction in FY 2020
Old Mill Road RT 26 to Club House Road	Shoulders	Improve safety and increase traffic capacity	Millville/Ocean View	
Railway Road RT 26 to Old Mill Road	Widen Shoulders	Improve safety and increase traffic capacity	Millville/Ocean View	
Cave Neck Road Sam Lucas Road to Round Pole Bridge	Widen Shoulders	Improve safety and increase traffic capacity	Milton	
River Road At 5th St. to RR Crossing	Shoulders	Improve safety and increase traffic capacity	Blades	
US 13 A - Bridgeville Highway Herring Run to Stein Hwy	Sidewalk Connectivity	Improve safety	Seaford	

*Requests are from the 2018 Comprehensive Plan.

The County has also received public comment regarding improvements that do not qualify for the CTP; however, we would like consideration for the projects through other processes.

Transportation Improvement Projects Non-CTP qualified

Project Location	Purpose	Justification	Area
Fox Run Rd.	Pave		Dagsboro/ Frankford
Wilson Hill Rd.	Pave		Georgetown
Portsville Rd./Sixth St.	Pave		Laurel
Godwin School Rd.	Pave		Millsboro
Sussex County Bridge Scour	Bridge rehabilitation		Countywide
US 9/SR 5 - Lewes - Georgetown Highway	Intersection Signal Timing	Improved safety and increase traffic capacity	Georgetown/ Harbeson
Belltown Rd. at Beaver Dam Rd.	Intersection Signal Timing	Improved safety and increase traffic capacity	Lewes

Old Landing at Warrington Rd.	Signalization	Improved safety and increase traffic capacity	Rehoboth Beach
Old Landing at Airport Rd.	Signalization	Improved safety and increase traffic capacity	Rehoboth Beach
Rt. 113 and Rt. 24	Signal timing	Increase traffic capacity	Millsboro
Hollymount Rd. and Rt. 24	Signalization	Increase safety	Harbeson
Rt. 24 and Hollyville Rd.	Stop sign	Improved safety	Millsboro
Beaver Dam Rd. and Dairy Farm Rd.	Controlled intersection	Improved safety and increase traffic capacity	Lewes
Zoar Rd. and Peterkins	Stop sign	Improved safety	
Rt. 1 and Swedes St.	Controlled intersection	Improved safety	Dewey
Rt. 1 from Lewes St. to DE/MD state line	Sidewalks	Improved safety	Lewes to MD-DE line
Double Bridges Rd. from Muddy Neck Rd. to Parker House Dr.	Shoulders/Bike Path	Improved safety	Bethany Beach
Rt. 54 – TAP project	Sidewalk to Rt. 1	Improved safety	Fenwick Island
Wolfe Neck at Munch Branch Rd.	Bike/Ped path	Improved safety	Lewes
New Rd.	Widen travel lanes with shoulders and bike lanes	Improved safety and increase traffic capacity	Lewes
Rehoboth Ave. Ext.	Shoulders/sidewalks/bike path	Improved safety	Rehoboth Beach
Holland Glade Rd. from Rt. 1 to Kelly Dr.	Shoulders/bike path	Improved safety	Rehoboth Beach
Gumboro to Millsboro	Bus route	Public transportation	Gumboro

Sussex County would like consideration of the items into the 2021-2026 CTP to address the current and future needs of the permanent and seasonal population.

ENGINEERING DEPARTMENT

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



Sussex County

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HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

Memorandum

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

FROM: Patrick Brown, P.E.

RE: ***CHAPTER 96 SUSSEX COMMUNITY IMPROVEMENTS PROGRAM
THE OWL'S NEST – RECOMMENDATION TO AWARD PROJECT T20-01***

DATE: September 17, 2019

Election results for the proposed Owl's Nest Chapter 96 Sussex Community Improvements project were presented to Council on June 11, 2019. Based on the affirmative Election results and Engineering Department recommendation, Council adopted Resolution No. R 013 19 authorizing the Department to perform improvements and for the County Engineer and Finance Director to determine a uniform assessment rate for billing after substantial completion.

The Engineering Department advertised Sussex County Project T20-01 on August 9, 2019. Bids were received, publicly opened and read aloud at 11:00 AM on Wednesday, August 28, 2019. Four (4) bids were received as summarized below:

Jerry's Inc.	Milford, DE	\$ 87,653.65
George & Lynch, Inc.	Dover, DE	\$ 89,595.00
Terra Firma of Delmarva Inc.	Delmar, DE	\$ 101,765.00
Del Mar Va Paving, LLC	Seaford, DE	\$ 103,280.00

A preliminary project estimate totaling approximately \$76,500.00 was developed in March 2019 and utilized for the Petition and Election stages of the Chapter 96 Program. The scope of work was refined during design and contract document development phases; the Engineering Department has reviewed the bidding documents received and considers them reasonable and fair for the advertised Project.

The Owl's Nest Homeowners Association (HOA) proposed and has maintained interest in contributing funds to the Project to reduce the future assessment rate to the 17 lot owners within the subdivision. The referenced preliminary project estimate included a \$5,000 HOA



contribution to the Project. Based on the bid results the HOA intends to increase their project contribution to \$20,000. The contribution amount will offset the cost difference between the preliminary project estimate and the bids results, and thereby maintain the estimated assessment roll utilized in the Project Election.

The Engineering Department recommends Council authorize the award of Project T20-01, for The Owl's Nest Paving Improvements, under the Chapter 96 Sussex Community Improvement Program, to the apparent low bidder Jerry's Inc., of Milford, DE, for the contract amount shown and contingent upon receipt of HOA funds.

Construction will occur under the direct administration, oversight and inspection of the Engineering Department. Upon substantial completion an assessment roll will be developed, and public hearing scheduled for examination, public comment and Council action.

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

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

RE: *Approval of Addendum No. 1 to the Wastewater Service Agreement between the City of Seaford and the Unified Sanitary Sewer District*

DATE: September 17, 2019

In February 2017, the Commissioners of Bridgeville and Greenwood requested investigation of an alternate County Sewer District based scenario. The Engineering Department developed an alternate scenario for a Western Sussex County Sewer District connecting to the City of Seaford. Based on a more favorable cost scenario, both municipal Councils requested formation of a County sewer district pursuant to Title 9 Del. Code § 6501. On August 22, 2017, County Council established the Western Sussex Area of the Unified Sewer District. Since then, funding under the State Revolving Fund was approved and the project is under construction.

The City of Seaford will provide wastewater services for the Blades and Western Sussex Areas of the Unified Sussex County Sewer District under a municipal service agreement last modified by both Councils in May of 2018. Under said agreement, the Engineering Department is continuously working with the City on capacity enhancement and operational efficiency opportunities. Two such opportunities have arisen one on the I&I reduction side where the City offered a jointly funded study with implementation covered by the City. Furthermore, the City has proposed a jointly funded fiber communication extension to the northern pump station in exchange of eliminating the County's partial O&M exposure associated with that station.

We are now requesting approval by Council for Addendum No. 1 to the Wastewater Service Agreement to jointly fund opportunities on a flow-based cost split not to exceed \$100,000.



**ADDENDUM NO. 1 TO THE
WASTEWATER SERVICE AGREEMENT
Between The
CITY of SEAFORD and SUSSEX COUNTY**

WHEREAS, on May 15, 2018, the parties entered into a Wastewater Service Agreement (“Agreement”) regarding conveyance of sanitary sewage emanating from the collection systems of the Western Sussex and Blades Areas of the Unified Sanitary Sewer District to the City’s sanitary sewer system for treatment and disposal; and

WHEREAS, both parties desire to amend the Agreement.

NOW THEREFORE, the Mayor and Council of Seaford (CITY) and Sussex County Council (COUNTY) agree to amend the Agreement as follows:

1. By amending Section 5. Connection Points, by moving the connection point upstream from the CITY’s pump station no. 16 to the forcemain discharge manhole at the south-east corner of the intersection between US RT-13 and Old Furnace Road.

2. By adding new Section 21. Analysis of Wet-weather Impacts as follows:

21. Analysis of Wet-weather Impacts. In recognition of CITY’s offer to correct any wet-weather impacts outside of the shared transmission and conveyance facilities at the CITY’s expense the COUNTY agrees to contribute to the evaluation costs on a flow proportional basis not to exceed \$20,000.00.

3. By adding new Section 22. Extension of Fiber Communications as follows:

22. Extension of Fiber Communications. In recognition of CITY’s offer to relocate the connection point the COUNTY agrees to contribute to the labor and material cost of extending fiber optic cable to pump station no. 16 on a flow proportional basis not to exceed \$80,000.00.

4. By adding new Section 23. Maintenance Cooperation as follows:

23. Maintenance Cooperation. Both parties agree on the benefit of collocating a COUNTY maintenance facility at an existing CITY facility. The COUNTY maintenance facility, which is part of the State funded project, will primarily serve the Unified Sanitary Sewer District’s assets but can be made available to assist the CITY’s forces as needed.

All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties have set their hands and seals the day stated below.

CITY of SEAFORD

Attest:

Charles Anderson, City Manager

By: _____(SEAL)
David Genshaw, Mayor

STATE OF DELAWARE:
: SS.
COUNTY OF SUSSEX:

BE IT REMEMBERED, that on the _____ day of _____, 2019, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, Mr. David Genshaw known to me personally to be the Mayor of the City of Seaford and, in that capacity, he executed this Addendum No. 1 to the Wastewater Service Agreement in his own hand for the City.

Notary Public

SUSSEX COUNTY, DELAWARE

Attest:

Clerk, Sussex County Council

By: _____(SEAL)
Michael H. Vincent, President

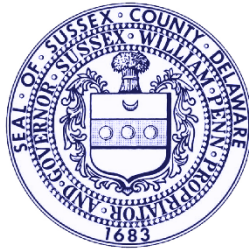
STATE OF DELAWARE:
: SS.
COUNTY OF SUSSEX:

BE IT REMEMBERED, that on the _____ day of _____, 2019, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, Michael H. Vincent, known to me personally to be President of the Sussex County Council and, in that capacity, he executed this Addendum No. 1 to the Wastewater Service Agreement in his own hand for the County.

Notary Public

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Memorandum

TO: Sussex County Council
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The Honorable John L. Rieley
The Honorable Samuel R. Wilson, Jr.

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

RE: *Chapter 99, Subdivision of Land*
A. Authorization to Initiate Close Out Proceedings

DATE: September 17, 2019

In 2017, County Council approved major changes to Chapter 99, Subdivision of Land of the County Code. Revised § 99-31, *Inspections; closeout procedures; fees*, addresses the particulars of how subdivisions approved after the effective date of Ordinance No. 2489 were to be closed out. In the current economic climate, most developments are thriving. However, a few developments have been relatively inactive or remain incomplete for various reasons.

Some have been inactive for a considerable time or have incomplete improvements such as sidewalks, final street pavement and unresolved drainage issues. A small number have potential public safety concerns due to compromised infrastructure.

Using years of inactivity, high percentage of construction completion, as well as percentage of lots sold as a guide, the Engineering Department has assembled the attached list of potential developments targeted for notification. The Department now requests County Council's authorization to officially notify the owners of the developments as follows:

1. Listed developments with potential safety concerns be provided notification to rectify concerns within ninety (90) days or be subject to redemption of the performance security upon separate approval by Council.
2. Listed developments with incomplete infrastructure and/or unresolved construction or drainage issues, be notified and provided one hundred and eighty (180) days to rectify the issues or be subject to withholding of building permits.
3. Listed developments with a large percentage of units sold and the developer with little or no remaining holdings, be notified and provided one hundred and eighty (180) days to rectify the issues or be subject to redemption of the performance security upon separate approval by Council.



**Sussex County Engineering Department
 Authorization for Close Out Proceedings
 Chapter 99
 September 2019**

Project Number	Project Name	Owner	Total # of Units	Units Sold	SCD Bond Status
*377	Canal Point	Canal Properties Development LLC	98	100%	Joint
402	Dagsboro Trace	Dagsboro Trace LLC	25	100%	N/A
*415	Canal Place aka Sunset Harbour	Insight at Sunset Harbour LLC	87	77%	Separate
430	Green Bank Estates	Anthony V. Bright Family Trust	49	45%	Joint
438	Oakwood Village	Oakwood Village At Lewes LLC	115	79%	N/A
*446	Red Mill Pond North	Sweet Briar LLC	343	100%	Separate
*451	Sandy Cove Townhouse Community	Ocean View Land Development LLC	84	90%	Separate
518	White Creek Landing	Toll Brothers Inc	89	64%	Joint
585	Sterling Crossing	Old Landing Road Inc	140	93%	N/A
642	The Cove at Sandy Landing	Casl LLC	23	70%	Separate
655	Cypress Point	Top Drawer LLC	72	100%	Separate
736	Nutters Grant (Apartments)	Delaware Property Investment	24	N/A	N/A
863	Cedar Grove	Cedarcap LLC	25	88%	N/A
1002	River Rock Run	Key Properties Group LLC	197	92%	Joint

***** Possible Public Safety Concern

RESOLUTION

A RESOLUTION TO EXTEND THE BOUNDARY OF THE SUSSEX COUNTY UNIFIED SANITARY SEWER DISTRICT (SCUSSD) ANGOLA NECK AREA, TO INCLUDE THE LOCHWOOD SUBDIVISION LOCATED IN THE INDIAN RIVER HUNDRED, SUSSEX COUNTY, DELAWARE AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, IN AND FOR SUSSEX COUNTY, DELAWARE.

WHEREAS, Sussex County has established the Sussex County Unified Sanitary Sewer Sanitary Sewer District (SCUSSD); and

WHEREAS, in the best interests of the present district and to enhance the general health and welfare of that portion of Sussex County in the vicinity of Lochwood subdivision, the inclusion of this area will be beneficial; and

WHEREAS, in accordance with 9 Del.C., Section 6502 (a), the Sussex County Council may, upon request of the County Engineer, revise the boundary of an established sewer district when 50 or more houses have been connected by posting a public notice in four public places in the district describing the new or revised boundary; and

WHEREAS, the Sussex County Council has caused to be posted a public notice in at least four public places in the district, as verified by the affidavit of Phillip C. Calio, a copy of which affidavit and public notice is attached hereto and made a part hereof; and

WHEREAS, in accordance with 9 Del.C., Section 6502 (b), the Sussex County Council shall, within ninety days after posting the public notices pass a formal resolution establishing the new boundary of the district;

NOW, THEREFORE,

BE IT RESOLVED the Sussex County Council hereby revises the boundary of the SCUSSD to encompass the lands mentioned above in the Lochwood subdivision and further described as follows:

Beginning at a point, said point being on the SCUSSD boundary, said point also being on the northerly Right-of-Way (ROW) of Dorman Road (CR 288A), said point further being on the southernmost property line of lands Now-or-Formerly N/F of George Hizny & J. Douglas Williams, Trustees; thence leaving said ROW and proceeding by and with said SCUSSD boundary in a southerly direction across Dorman Road a distance of 50'± to a point, said point being on the southerly ROW of Dorman Road, said point also being northerly property corner of lands N/F of Bryton Simpler Farm, LLC; thence leaving said ROW and proceeding by and with said Simpler Farm lands in a southerly direction a distance of 1,942'± to a point, said point being on the westerly property line of lands N/F of Bryton Simpler Farm, LLC, said point also being on the southeasternmost property corner of lands N/F John F. Jr. & Sharon L. Montgomery, said point further being at the high water mark of Burton's Pond; thence continuing by and with said high water mark in a southwesterly, southeasterly and westerly direction respectively a distance of 5,220'± to a point, said point being the high water line of Chapel Branch; thence proceeding by and with said high water line in a generally northwesterly direction a distance of 735'± to a point, said point being the southernmost property corner of lands N/F of Sussex County; thence leaving said Chapel Branch and continuing by and with said Sussex County lands in a northerly direction a distance of 1,992'± to a point, said point being the northwesternmost property corner of Lochwood a subdivision; thence proceeding by and with said Lochwood boundary in an easterly direction a distance of 1,311'± to a point, said point being on the southerly ROW of Dorman Road; thence proceeding in a northeasterly direction across Dorman Road a distance of 50'± to a point, said point being on the northerly ROW of Dorman Road; thence proceeding by and with said ROW in an easterly direction a distance of 452'± to a point, said point being that of the BEGINNING.

NOTE: The above description has been prepared using Sussex County Tax Map 234-11.00 and Sussex County property assessment records.

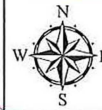
A map outlining and describing the extension of the SCUSSD is attached. The area involved is crosshatched.

BE IT FURTHER RESOLVED that the Sussex County Council directs the County Engineer and the Attorney for the County Council to procure the necessary lands and right-of-way by purchase, agreement, or condemnation in accordance with the existing statutes; and

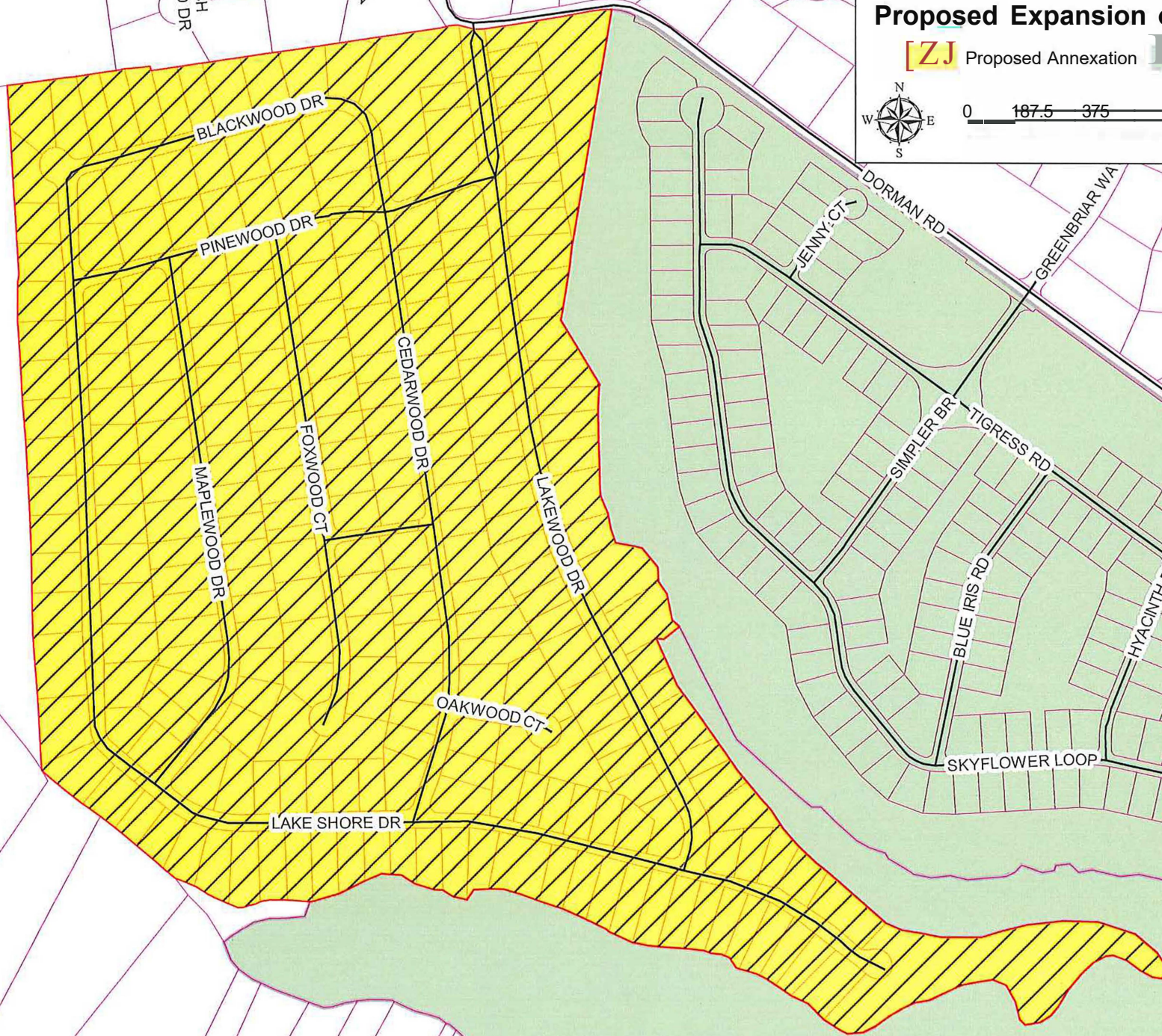
BE IT FURTHER RESOLVED that the County Engineer is hereby authorized to prepare maps, plans, specifications, and estimates, let contracts for and supervise the construction and maintenance of, or enlarging and remodeling of, any and all structures required to provide for the safe disposal of sewage in the sanitary sewer district, as amended.

Lochwood Subdivision Proposed Expansion of the SCUSSD

ZJ Proposed Annexation **D** Existing SSD



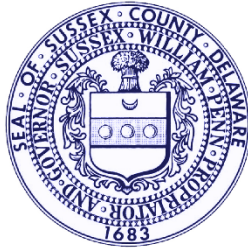
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The public hearing will be held on this issue at 10:00 a.m. on September 7, 2019 at Conley's United Methodist Church, 33106 Jolyn's Way, Lewes Delaware.
For more information please visit: <https://www.sussexcountyde.gov/legal-notice/ sewer-water>. Or call Sussex County Utility Planning at 302-855-1299

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RECORDS MANAGEMENT	(302) 854-5033
UTILITY ENGINEERING	(302) 855-7717
UTILITY PERMITS	(302) 855-7719
UTILITY PLANNING	(302) 855-1299
FAX	(302) 855-7799



Sussex County

DELAWARE
sussexcountyde.gov

HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

JOHN J. ASHMAN
DIRECTOR OF UTILITY PLANNING

Memorandum

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

FROM: Hans Medlarz, County Engineer
John J. Ashman, Director of Utility Planning

RE: *Chapel Branch Area of the Sussex County Unified Sanitary Sewer District
Revised Assessment Method
Authorization for Referendum
File: CB-1.06*

DATE: September 17, 2019

On November 1, 2016, County Council established the Chapel Branch Area of the Sussex County Unified Sanitary Sewer District under a front foot assessment. The Engineering Department received a letter from the Chapel Green Homeowners Association Inc. dated March 20, 2019 requesting annual billing using the EDU formula, not the quarterly frontage formula as previously approved by referendum. In addition, the Department received a letter from Oak Crest Farms Property Owners Association stating the Board of Directors are in support of an EDU based assessment.

The Finance and Engineering Departments were advised by the County Attorney that in order to revise the assessment method a second referendum would be required. Therefore, on September 7, 2019 the Engineering Department held a public hearing at Conley's United Methodist Church on revising the assessment method for the Chapel Branch Area.

Current approved rates are \$8.00 per front-foot whereas a parcel with an improvement, and 40 front feet would be assessed \$320.00 and a parcel with 100 front feet would pay \$800.00, unimproved lots pay full front-foot assessment. The method presented on September 7th would revise the assessment to a uniform \$680.00 per EDU.

The Engineering Department presented the information satisfying the public hearing requirements. Now the Department is requesting County Council authorize a second referendum for the Chapel Branch area revising the assessment method to a uniform per EDU basis.



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

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

Memorandum

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

FROM: John J. Ashman
Director of Utility Planning

RE: *Use of Existing Infrastructure Agreement
Fox Haven II
File: OM 9.01*

DATE: September 17, 2019

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

The Engineering Department requests approval of an agreement for the Use of Existing Infrastructure with **Savage Farm, LLC** for the **Fox Haven II** project in the Johnson's Corner Area. Such an arrangement does not modify the underlying land use decision in any form. However, it allows the wastewater originating from the approved project to be conveyed through the existing transmission system previously constructed by the County.

Under the proposed arrangement, **Fox Haven II** project will connect to the existing County owned infrastructure. In return for utilization of said infrastructure **Savage Farm, LLC**. will contribute **\$57,453.00** for the financial catch-up contribution of the existing infrastructure to serve **98.00** additional Equivalent Dwelling Units. Payment will be required prior upon execution of this agreement. System Connection Charges in place at the time of building permit request will still apply.



USE OF EXISTING INFRASTRUCTURE AGREEMENT

Fox Haven II Subdivision IUA889-4

THIS AGREEMENT (“Agreement”), made this 17th day of September 2019, by and between:

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

SAVAGE FARM LLC, a developer of a project known as Fox Haven II, hereinafter called the “Developer.”

WITNESSETH:

WHEREAS, Developer is developing a tract of land identified as Tax Map parcel 533-11.00-48.00 to be known as Fox Haven II (“Project”) and;

WHEREAS, the Project is located in the Sussex County Unified Sanitary Sewer District (Johnson’s Corner Area) and;

WHEREAS, the parcel has proposed a connection into the Sussex County regional infrastructure and;

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

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

- (1) Developer is proposing to utilize County’s existing collection and transmission capacity by connecting to a gravity connection line.
- (2) In exchange for permission to connect up to **98** equivalent dwelling units to County’s existing system and to utilize the capacity in said system, Developer agrees to financial catch-up contribution in the amount of **\$57,453.00** for said existing facilities.
- (3) The contribution amount in the case of multiple pump stations using an existing collection and transmission system is based on the ratio of average flow capacity utilization of said transmission facilities.
- (4) **Payment of the contribution is due prior to December 31, 2019.**
- (5) If the Project (as currently approved) is amended and County determines in its sole discretion that such amendments materially affect this Agreement, this Agreement

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

- (13) All the terms, covenants, and conditions of this Agreement shall in all respects be governed and construed under and pursuant to the Laws of the State of Delaware without respect to its conflict of law provisions. This Agreement may only be amended, supplemented or modified by a subsequent written agreement executed by all the parties hereto.
- (14) This Agreement and exhibits constitute the final, entire and exclusive agreement between the parties with respect to the subject matter of all matters discussed in it and supersedes all prior or contemporaneous discussions, statements, representations, warranties or agreements, whether written or oral, made in connection with the Agreement described herein.
- (15) It is mutually agreed between the parties that no review, approval, acceptance, and/or payment made under this Agreement shall be conclusive evidence of the performance of the Agreement, either wholly or in part, and that no review, approval, acceptance, and/or payment shall be construed as acceptance of defective work by County, nor in any way relieve Developer of its responsibility for the adequacy of its work.
- (16) The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. Neither party shall be deemed to have waived any rights under this Agreement unless such waiver is expressly given in writing and signed by the waiving party. No delay or omission on the part of either party in exercising any right shall operate as a waiver of such right or any other right.
- (17) This Agreement shall be executed in duplicate, any copy of which shall be considered and construed as and for the original.
- (18) If any provision of this Agreement shall be deemed invalid or unenforceable for any reason whatsoever, then such invalidity or unenforceability shall not render invalid or unenforceable any of the other provisions of this Agreement which may be given effect without such invalid or unenforceable provision, and to this end, the provisions of this Agreement are hereby deemed to be severable.
- (19) Any notice required to be delivered to or by either party under this Agreement shall be sent by U.S. first class mail. For purposes of this provision, the address of the County is 2 The Circle, P.O. Box 589, Georgetown, Delaware, 19947, and the address of the Developer is 329246 Lighthouse Road, Selbyville DE 19975.

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

FOR THE COUNTY:

{Seal}

By: _____
(President - Sussex County Council)

_____ (DATE)

ATTEST:

Robin A. Griffith
Clerk of the County Council

FOR SAVAGE FARM LLC

By: Jay C Murray (Seal)
Jay Murray, Managing Member

8/6/19 (DATE)

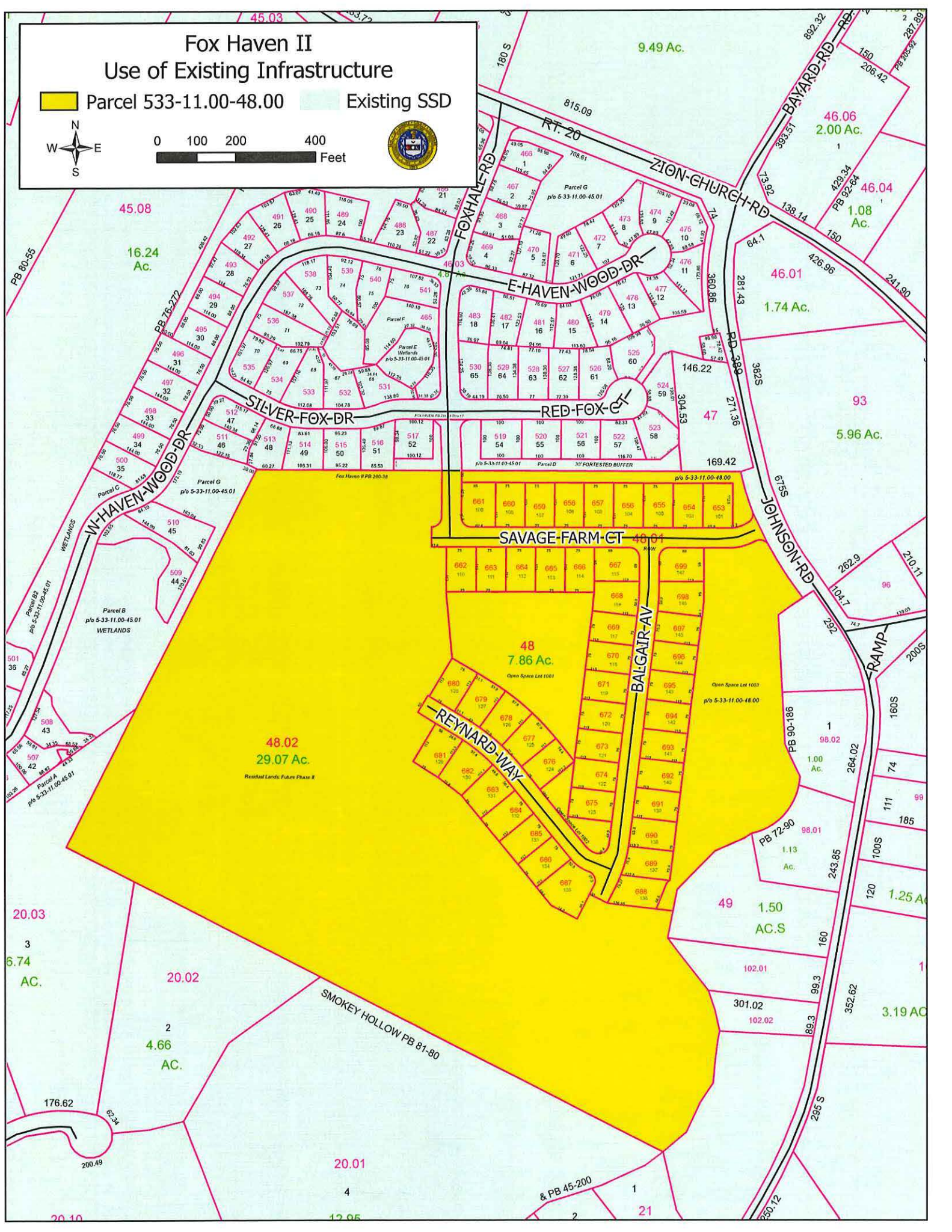
WITNESS: 

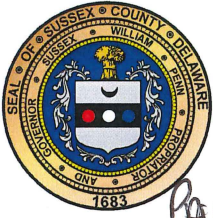
Fox Haven II Use of Existing Infrastructure

Parcel 533-11.00-48.00 Existing SSD



0 100 200 400 Feet





SUSSEX COUNTY GOVERNMENT

GRANT APPLICATION

Payable to: *Society of St. Vincent de Paul Council*

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: SAINT VINCENT de PAUL SOCIETY
PROJECT NAME: SVDP COMMUNITY FOOD PANTRY
FEDERAL TAX ID: 51-0641320 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: SVDP is an International Society founded as a charitable organization to provide assistance to the poor and needy in their respective communities of all denominations- there are 33 conferences in Delaware. We provide financial and material assistance for shelter, utilities, food, clothing, medicines, as well as referral services for counseling and rehabilitation.

ADDRESS: 528E STEIN HIWAY
SEAFORD DE 19973
(CITY) (STATE) (ZIP)

CONTACT PERSON: Paul Alexander
TITLE: Executive Coordinator
PHONE: 302 628 0630 EMAIL: pdalexander@live.com

TOTAL FUNDING REQUEST: \$7000.00

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

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

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

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

If YES, approximately what percentage of the project's funding does the Council grant represent? 33%

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 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 <u>FOOD INSECURE</u> | |

BENEFICIARY NUMBER

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

300+ _____

SECTION 3: PROGRAM SCOPE

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

SVDP Society is an International organization founded to provide assistance to the poor and needy . We have operated a Food Pantry for the past 13 years out of the garages of Our Lady of Lourdes church in Seaford ,DE. This past Spring the old Rectory had to be demolished to provide for a new Admin. building. There were no provisions for room of a Food Pantry in the new structure due to cost. We immediately began to find a new site to operate rather than shut down.. The church offered us ground adjacent to the church hall to build a new 24' x 12' Food Pantry. We acquired the proper permits, Drew up the architecture plans and raised enough money for foundation slab. The entire project to code is est. cost of \$22,500.

We are now applying an array of fundraisers to raise the balance of funds needed.

We are currently operating the Pantry @65% out of a self storage unit and privately owned homes. We are hoping to be operational by September. There are may volunteers to help build from Habitat for Humanity as well as the Hispanic community as soon as we raise enough for purchase of materials from Lowes.

Last year we served over 300 families with food and assistance We focus on single parents, homeless Hispanic community, unemployed and seasonal. We gave out over 3 1/2 tons {7230lbs,}of chicken and beef . We provide a balanced food box to a family of 4 for a week including voucher for milk, bread, and eggs. There are many families that have come to rely on the Pantry to supplement their income or food stamp shortfall.

We are asking for consideration of a \$7500. Grant to help us expdite and complete this important service to the Sussex County Community.

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.

The only aspect of our SVDP Food Pantry that could be considered religious is the fact that it is located on church property as a ministry to the greater community feeding those in need. of food regardless of religious affiliation.

Aside from that, The only acknowledgement we provide @ Thanksgiving and Christmas we provide a magnet with phone number and non-deminational thanksgiving prayer which is usually donated

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)	\$22,500
Ref: Sussex County Grant	\$ 7,000.00
Individual Donations	\$ 8,000.00
Do More 24 DE -United Way event	\$ 2,000.00
Numerous Fundraisers-yard sales,quilts auction,bake sales, Restaurants offers, local churches	\$ 5,000.00
misc donations/in kind donations	
	\$ 500.00
TOTAL EXPENDITURES	\$ 22,500.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	\$ 22,500.00

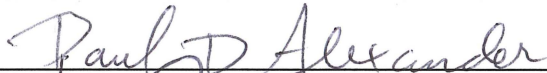
SECTION 5: STATEMENT OF ASSURANCES

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

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

SECTION 5: STATEMENT OF ASSURANCES (continued)

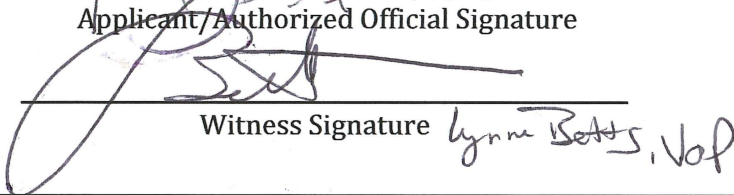
- 4) All information and statements in this application are accurate and complete to the best of my information and belief.
- 5) All funding will benefit only Sussex County residents.
- 6) All documents submitted by the applicant are defined as public documents and available for review under the Freedom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



Applicant/Authorized Official Signature

7/1/19

Date



Witness Signature

7/2/19

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.

Paul D Alexander
Applicant/Authorized Official Signature
[Signature], VOP
Witness Signature

Executive Co-Ord
Title
7/2/19
Date

Vincent
7-08-19



SUSSEX COUNTY GOVERNMENT
GRANT APPLICATION

Payable to: Bethany Beach-Fenwick Island Chamber of Commerce

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: Bethany-Fenwick Area Chamber of Commerce

PROJECT NAME: Fire & Ice Festival

FEDERAL TAX ID: 51-0203227

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 Chamber's mission is to develop and implement destination events, participate in advocacy efforts, and provide opportunities for networking, marketing, and education with a goal of improving member success and enhance the quality of life throughout the Quiet Resorts.

ADDRESS: 36913 Coastal Hwy

Fenwick Island
(CITY)

DE
(STATE)

19944
(ZIP)

CONTACT PERSON: Lauren Weaver

TITLE: Executive Director

PHONE: 302-539-2100 ext. 118 EMAIL: lauren@bethany-fenwick.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? 0

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

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

If YES, approximately what percentage of the project's funding does the Council grant represent? 8%

SECTION 2: PROGRAM DESCRIPTION

PROGRAM CATEGORY (choose all that apply)

Fair Housing
Infrastructure¹

Health and Human Services
 Other Off-Season Event

Cultural
Educational

BENEFICIARY CATEGORY

Disability & Special Needs
Elderly Persons
Minority

Victims of Domestic Violence
Low to Moderate Income²
 Other Community Event

Homeless
Youth

BENEFICIARY NUMBER

Approximately the total number of Sussex County Beneficiaries served annually by this program:
5,000

SECTION 3: PROGRAM SCOPE

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

On behalf of the Bethany-Fenwick Area Chamber of Commerce, we are writing to request financial support for the 2020 Fire & Ice Festival. The Festival will be hosted January 24 to January 26. Our presenting sponsors the previous two years have been the Bethany Beach Ocean Suites – Marriott Residences and the Holiday Inn Express – Bethany Beach, both of whom have agreed to continue their support for the third year of this event. The Fire & Ice Festival was created to fulfill a portion of our mission that creates off-season events to increase tourism throughout the state. We have been successful in achieving this portion of the mission the previous two years by selling out local hotels and positively impacting the local business community.

Part of the growth plan for this event is to expand from Bethany Beach into the neighboring towns of Millville and Ocean View, and providing more activities to area guests and residents. For 2020, the Chamber has partnered with Visit Delaware (Delaware Tourism Office) and Southern Delaware Tourism to create three large scale ice attractions which will replace the small, synthetic ice rink used in previous years. These ice attractions will be provided by Ice Labs, who executes large scale ice events in D.C, Northern Virginia, and the Baltimore area. Their work can be found at www.iceicemaybe.com. With an even larger event in 2020, our desire is to create a more compelling reason for people to travel to The Quiet Resorts in January.

The Chamber is requesting financial support of up to \$5,000 of in support of the Chamber placing a large-scale attraction as each town's main attraction. This support would allow for the town to select the "interactive" piece, and support the local business community in the festival. We know that with our success in prior two years, a new strategic partnership with the Delaware Tourism Office and Sussex County, we can take this event to the next level.

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	40,000.00
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	-\$ 2,000.00
Vendor/lce (120 @ \$300)	-\$ 36,000.00
Signage	-\$ 1,000.00
Advertising	-\$ 5,000.00
TOTAL EXPENDITURES	-\$ 44,000.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	-\$ 4,000.00

SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the Bethany-Fenwick Area Chamber of Commerce agrees that:
(Name of Organization)

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

SECTION 5: STATEMENT OF ASSURANCES (continued)

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



Applicant/Authorized Official Signature



Witness Signature

8/23/2019

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

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

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

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

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


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

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

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



Applicant/Authorized Official Signature



Witness Signature

Executive Director

Title

8/23/2019

Date





SUSSEX COUNTY GOVERNMENT

GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: **Clothing Our Kids**
PROJECT NAME: **Clothe a Child**
FEDERAL TAX ID: **45-4382079** 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: Clothing Our Kids' mission is to improve the lives of at-risk elementary school children by providing them with appropriate school clothing. In Sussex County many children do not have essential school clothing which has a negative impact on their self-esteem, their ability to learn, and can lead to bullying. While we are unable to solve all the problems of this community it is our goal to help these children have an equal start in their early education and help them become successful students.

ADDRESS: **26582 John J Williams Highway**
Suite 2
Millsboro DE 19966
(CITY) (STATE) (ZIP)

CONTACT PERSON: **Deborah Putt**
TITLE: **Grant Coordinator**
PHONE: **6106599955** EMAIL: **debputt1@gmail.com**

TOTAL FUNDING REQUEST: \$3,000.00

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

If YES, how much was received in the last 12 months? **4,775.00**

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

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

If YES, approximately what percentage of the project's funding does the Council grant represent? **3%**

SECTION 2: PROGRAM DESCRIPTION

PROGRAM CATEGORY (choose all that apply)

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

BENEFICIARY CATEGORY

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

BENEFICIARY NUMBER

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

5,000 Youth

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.

Clothe a Child: The program name is Clothe a Child. The purpose of the program is to provide appropriate school clothing to the Sussex County unprivileged children (K-5th grade). We never want to have to say 'no' to an underprivileged child because of lack of resources.

The program description: COK strives to improve the lives of underprivileged children and we want to continue to provide appropriate school clothing for less fortunate children attending public schools in Sussex County. This school year (2019/2020) our goal is to provide clothing to over 5,000 needy children in our community. This grant would contribute to clothing packages which each package includes three new boys/girls school outfits, undergarments, shoes, socks and a seasonal coat. We also provide clothing to children on an 'as needed' basis in the event of emergency situations when contacted by fire departments or the Delaware state police. Sussex County Delaware has high percentages of low income and below poverty level families, which our organization serves. The clothing provided by COK is sometimes the only newly-tagged clothing that these children have ever worn. Our organization has been in existence since 2013 and we find that many children served have had more self esteem and are doing much better in school. The children are no longer uncomfortable in the classroom wearing ill fitting clothing and can focus on doing better in school. Wearing new sneakers or a new shirt has a tremendous impact on a child and how they are seen by their peers. The clothing brings smiles to their faces as they are so happy when a box of clothing is given to them by a school nurse or social worker. Our program has been expanding throughout all of Sussex County and most recently during the 2019 school year we are including pre-k children, which attend the Headstart Program. This past school year 2018-2019 COK has served 5,019 kids with over 35K articles of clothing!

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	137,500.00
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)	
Operating Costs(rent, utilities, insurance, mail, phone)	-\$ 29,350.00
Clothing Purchases	-\$ 117,500.00
TOTAL EXPENDITURES	-\$ 146,850.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	-\$ 9,350.00

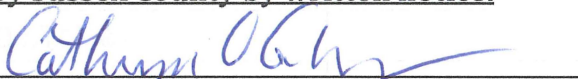
SECTION 5: STATEMENT OF ASSURANCES

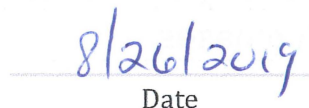
If this grant application is awarded funding, the Clothing Our Kids agrees that:
(Name of Organization)

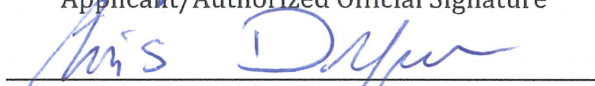
- 1) For non-religious organizations, all expenditures must have adequate documentation and must be expended within one (1) year of receipt of award funds. The funding awarded to the organization must be used in substantial conformity with the anticipated expenditures set forth in the submitted application.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

SECTION 5: STATEMENT OF ASSURANCES (continued)

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


Applicant/Authorized Official Signature


Date


Witness Signature

Date

Completed application can be submitted by:

Email: gjennings@sussexcountyde.gov

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

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

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

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

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

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

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

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

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

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

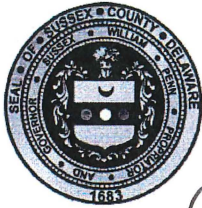
Cathryn Clark
Applicant/Authorized Official Signature

President
Title

Mrs. [Signature]
Witness Signature

8/26/2019
Date

Richey
9-06-19



SUSSEX COUNTY GOVERNMENT
GRANT APPLICATION

Check Payable to: *Sussex Central High School*

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: Sussex Central FFA
PROJECT NAME: National FFA Convention/Big E Trips
FEDERAL TAX ID: 51-6000279 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 Sussex Central FFA makes a positive difference in the lives of students by developing their potential for premier leadership, personal growth and career success through agricultural education.
ADDRESS: 26026 Patriots Way
Georgetown DE 19947
(CITY) (STATE) (ZIP)
CONTACT PERSON: Brandon McCabe
TITLE: Ag Teacher
PHONE: 302-249-1293 EMAIL: brandon.mccabe@irsd.k12.de.us

TOTAL FUNDING REQUEST: \$750-\$1000

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? 10%-15%

SECTION 2: PROGRAM DESCRIPTION

PROGRAM CATEGORY (choose all that apply)

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

BENEFICIARY CATEGORY

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

BENEFICIARY NUMBER

Approximately the total number of Sussex County Beneficiaries served annually by this program:
_____ 100+ _____

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 Sussex Central FFA Chapter won first place in the Parliamentary Procedure Leadership Development event at the 2019 Delaware FFA State Convention. The Parliamentary Procedure competition encourages students to effectively participate in a business meeting while developing their leadership, research, and problem solving skills. Team members perform opening and closing FFA ceremonies, address an Item of Business, make motions, debate and more during this competition.

This win sends the team of 6 for the regional competition at the Eastern States Exposition, also known as the Big E, in Springfield, Massachusetts. Sussex Central's Parliamentary Team also earned a trip to the National FFA Convention, in Indianapolis, to compete against each state's Parliamentary Procedure winning team.

The students are raising funds through multiple fundraising opportunities such as concession stand sales at Sussex Central home football games, selling mums, candy and citrus sales as well as soliciting sponsorships from local businesses and community partners. This year's National Convention trip will cost \$1000.00-\$1500.00 more than previous years due to increases in hotel and transportation costs. These increased costs will put this experience out of reach for many in our FFA Chapter, denying them the opportunity to represent their school and community at the regional and national level. The Sussex Central FFA Chapter engages in a variety of community service activities, such as the Thank a Farmer Dinner, which received national recognition, that give back to our community while enriching the lives of our members.

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	Concession stand sales-500.00 Citrus Sales - 250.00 Mums Sale - 250.00
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	
TOTAL REVENUES	1,000.00
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)	
Big E Trip - Van \$130.00, Registration \$140.00, Hotel \$1161.24, Gas est \$162.00, Food - \$660.00	-\$ 2,253.24
National FFA Trip - Vans - \$1042.00, Hotel \$3,108.00, Registration \$520.00	
Flights \$2075.00, Tours and other activity - \$450.00, Gas est - 190.00, Food - \$1250.00	-\$ 8,635.00
TOTAL EXPENDITURES	-\$ 10,888.24
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	-\$ 9,888.24

SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the Sussex Central FFA Chapter agrees that:
(Name of Organization)

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

SECTION 5: STATEMENT OF ASSURANCES (continued)

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



Applicant/Authorized Official Signature

9-6-19

Date



Witness Signature

9/6/19

Date

Completed application can be submitted by:

Email: gjennings@sussexcountyde.gov

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

YJ

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.

Brenda Mc Cole
Applicant/Authorized Official Signature

Ag Teacher / Advisor
Title

Anthony Scott
Witness Signature

9/6/19
Date

Wilson
9-10-19
Rev. 02/2019

To Be Introduced 09/17/19

**Council District No. 4 – Hudson
Tax I.D. No. 334-12.00-127.01 and 127.10
911 Address: Not Available**

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A CR-1 COMMERCIAL RESIDENTIAL DISTRICT FOR MULTI-FAMILY (216 UNITS) TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 18.793 ACRES, MORE OR LESS

WHEREAS, on the 8th day of August 2019, a conditional use application, denominated Conditional Use No. 2199, was filed on behalf of OA-Rehoboth, LLC; and

WHEREAS, on the ____ day of _____ 2020, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and said Planning and Zoning Commission recommended that Conditional Use No. 2199 be _____; and

WHEREAS, on the ____ day of _____ 2020, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County determined, based on the findings of facts, that said conditional use is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County, and that the conditional use is for the general convenience and welfare of the inhabitants of Sussex County.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article XIA, Subsection 115-83.5, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2199 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 south of John J. Williams Highway (Route 24), approximately 0.29 mile east of Warrington Road, and being more particularly described in the attached legal description prepared by Davis, Bowen & Friedel, Inc., said parcel containing 18.793 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 09/17/19

**Council District No. 5 – Rieley
Tax I.D. No. 433-7.00-13.01
911 Address: 30725 Omar Road, Frankford**

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A TREE AND LANDSCAPING BUSINESS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN DAGSBORO HUNDRED, SUSSEX COUNTY, CONTAINING 1.227 ACRES, MORE OR LESS

WHEREAS, on the 6th day of September 2019, a conditional use application, denominated Conditional Use No. 2203, was filed on behalf of Christopher Booth; and

WHEREAS, on the ____ day of _____ 2020, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and said Planning and Zoning Commission recommended that Conditional Use No. 2203 be _____; and

WHEREAS, on the ____ day of _____ 2020, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County determined, based on the findings of facts, that said conditional use is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County, and that the conditional use is for the general convenience and welfare of the inhabitants of Sussex County.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article IV, Subsection 115-22, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2203 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 Dagsboro Hundred, Sussex County, Delaware, and lying on the north side of Omar Road, approximately 0.36 mile west of Armory Road, and being more particularly described in the attached legal description prepared by Brennan Title Company, said parcel containing 1.227 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 09/17/19

**Council District No. 3 – Burton
Tax I.D. No. 234-5.00-46.04 (portion of)
911 Address: 20366 Hopkins Road, Lewes**

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR HOME REMODELING AND REPAIR SERVICES, STORAGE REPAIR AND MAINTENANCE, LIGHT BUILDING MATERIAL AND STORAGE, AND GENERAL OFFICE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 1.93 ACRES, MORE OR LESS

WHEREAS, on the 6th day of September 2019, a conditional use application, denominated Conditional Use No. 2204, was filed on behalf of Quality Care Homes c/o Kenneth Dominic Alton Drummond; and

WHEREAS, on the ____ day of _____ 2019, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and said Planning and Zoning Commission recommended that Conditional Use No. 2204 be _____; and

WHEREAS, on the ____ day of _____ 2020, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County determined, based on the findings of facts, that said conditional use is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County, and that the conditional use is for the general convenience and welfare of the inhabitants of Sussex County.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article IV, Subsection 115-22, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2204 as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece or parcel of land lying and being situate in Indian River Hundred, Sussex County, Delaware, and lying on the west side of Hopkins Road, approximately 0.57 mile northwest of Beaver Dam Road, and being more particularly described in the attached legal description prepared by Pennoni Associates, Inc., said parcel containing 1.93 acres, more or less.

This Ordinance shall take effect immediately upon its adoption by majority vote of all members of the County Council of Sussex County, Delaware.

To Be Introduced 09/17/19

**Council District No. 5 - Rieley
Tax I.D. No. 134-16.00-51.00
911 Address: Not Available**

ORDINANCE NO. ____

AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM A GR GENERAL RESIDENTIAL DISTRICT TO A GR-RPC GENERAL RESIDENTIAL DISTRICT – RESIDENTIAL PLANNED COMMUNITY FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 16.1 ACRES, MORE OR LESS

WHEREAS, on the 5th day of August 2019, a zoning application, denominated Change of Zone No. 1900, was filed on behalf of Michael P. Justice, Trustee; and

WHEREAS, on the ____ day of _____ 2020, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and said Planning and Zoning Commission recommended that Change of Zone No. 1900 be _____; and

WHEREAS, on the ____ day of _____ 2020, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County has determined, based on the findings of facts, that said change of zone is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article II, Subsection 115-7, Code of Sussex County, be amended by deleting from the Comprehensive Zoning Map of Sussex County the zoning classification of [GR General Residential District] and adding in lieu thereof the designation of GR-RPC General Residential District – Residential Planned Community as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece or parcel of land lying and being situate in Baltimore Hundred, Sussex County, Delaware, and lying on the west side of Parker House Road, approximately 0.35 mile south of Beaver Dam Road, and being more particularly described in the attached legal description prepared by Axiom Engineering, LLC, said parcel containing 16.1 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 09/17/19

**Council District No. 2 – Wilson
Tax I.D. No. 135-16.00-23.00 (portion of)
911 Address: Not Available**

ORDINANCE NO. ____

AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM A CR-1 COMMERCIAL RESIDENTIAL DISTRICT TO A HI-1 HEAVY INDUSTRIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN GEORGETOWN HUNDRED, SUSSEX COUNTY, CONTAINING 15 ACRES, MORE OR LESS

WHEREAS, on the 4th day of September 2019, a zoning application, denominated Change of Zone No. 1902, was filed on behalf of John C. Stamato c/o Ribera Development, LLC; and

WHEREAS, on the ____ day of _____ 2020, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and said Planning and Zoning Commission recommended that Change of Zone No. 1902 be _____; and

WHEREAS, on the ____ day of _____ 2020, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County has determined, based on the findings of facts, that said change of zone is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article II, Subsection 115-7, Code of Sussex County, be amended by deleting from the Comprehensive Zoning Map of Sussex County the zoning classification of [CR-1 Commercial Residential District] and adding in lieu thereof the designation of HI-1 Heavy Industrial 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 Georgetown Hundred, Sussex County, Delaware, and lying on the southeast corner of Lewes-Georgetown Highway (Route 9) and Steiner Road, and being more particularly described in the attached legal description prepared by Pennoni Associates, Inc., said parcel containing 15 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

To Be Introduced 09/17/19

**Council District No. 2 - Wilson
Tax I.D. No. 133-6.00-43.00
911 Address: Not Available**

ORDINANCE NO. ____

AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A C-3 HEAVY COMMERCIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN DAGSBORO HUNDRED, SUSSEX COUNTY, CONTAINING 17.25 ACRES, MORE OR LESS

WHEREAS, on the 4th day of September 2019, a zoning application, denominated Change of Zone No. 1903, was filed on behalf of W. Wayne Baker; and

WHEREAS, on the ____ day of _____ 2020, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and said Planning and Zoning Commission recommended that Change of Zone No. 1903 be _____; and

WHEREAS, on the ____ day of _____ 2020, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County has determined, based on the findings of facts, that said change of zone is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article II, Subsection 115-7, Code of Sussex County, be amended by deleting from the Comprehensive Zoning Map of Sussex County the zoning classification of [AR-1 Agricultural Residential District] and adding in lieu thereof the designation of C-3 Heavy Commercial District as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece or parcel of land lying and being situate in Dagsboro Hundred, Sussex County, Delaware, and lying on the southwest corner of DuPont Boulevard (Route 113) and Governor Stockley Road, and being more particularly described in the attached legal description prepared by Pennoni Associates, Inc., said parcel containing 17.25 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
The Honorable Michael H. Vincent, President
The Honorable Irwin G. Burton III, Vice President
The Honorable Douglas B. Hudson
The Honorable John L. Rieley
The Honorable Samuel R. Wilson, Jr.

From: Janelle Cornwell, AICP, Planning & Zoning Director

CC: Everett Moore, County Attorney

Date: September 13, 2019

RE: County Council Report for CU 2182 Samuel Thomas

The Planning and Zoning Department received an application (CU 2182 Samuel Thomas) for a Conditional Use for parcel 135-20.00-159.01 to allow for a small automotive repair and dealer to be located at 23371 Springfield Rd. The Planning and Zoning Commission held a public hearing on August 8, 2019. The following are the draft minutes for the Conditional Use from the Planning and Zoning Commission meetings.

Ms. Cornwell advised the Commission that submitted into the record were the results of the Service Level Evaluation request confirming a Traffic Impact Study ("TIS") was not required, comments from the Sussex Conservation District, and comments from the Sussex County Engineering Department of Utility Planning Division.

The Commission found that Ms. Cassandra Riedel, the Applicant's fiancé was present on behalf of the application; that Mr. Robertson stated that Mr. Thomas is currently serving in the Merchant Marines and is not able to attend the public hearing; and that Ms. Cornwell stated that Mr. Thomas did provide information and it was submitted into the record.

Mr. Hopkins asked if the Applicant would want to undertake automotive repairs and, if so, what kind of vehicles would be repaired; which Ms. Riedel stated her fiancé buys classic cars and fixes them; that Mr. Hopkins asked if it was specific types of vehicles that are being repaired; which Ms. Riedel stated that the Applicant mostly works on cars and old trucks; that he does small automotive repairs; that Mr. Hopkins asked how many vehicles would the Applicant be working on at a time; which Ms. Riedel stated he could have two to three vehicles at the site but he only works on one at a time; that there may be other vehicles stored within a three-bay pole barn; that Mr. Hopkins asked if an additional pole barn would need to be built to undertake the repairs; which Ms. Riedel stated all the repairs would be undertaken inside the existing pole barn; that Mr. Hopkins asked if there would be proper disposal of waste from the cars on the site; which Ms. Cornwell stated the Applicant did state he would comply



with all the State regulations concerning waste materials; that Mr. Hopkins asked if the Applicant would have any employees; which Ms. Riedel stated that there would not be any employees; Mr. Hopkins asked if there would be any specific employee parking needs; which Ms. Riedel stated that there would be no employees and there is no need for any employee parking; that Mr. Hopkins asked if the applicant would want a sign at the front; which Ms. Riedel stated the applicant would like a sign; that Mr. Robertson asked if the Applicant would like a lighted sign; that Mr. Hopkins asked what the hours of operation would be; which Mr. Robertson stated are approximately 9:00 am to 7:00 pm and possibly some weekend hours; that Mr. Hopkins asked if the Applicant lives in the house; which Ms. Riedel stated yes the Applicant does live in the house and he is only present for half of the year; that there would not be any night hours; that Mr. Robertson stated this could almost be an in-home occupation but because the applicant sells vehicles from the property, and he needed a DMV license; that this triggered the need to apply for a Conditional Use to sell cars in order to be in compliance with the DMV's requirements.

Ms. Stevenson asked if the applicant buys specialized vehicles from overseas and makes the vehicles street legal for the United States to re-sell the vehicles; Ms. Riedel stated major repairs are not required for most of the vehicles; that most of the vehicles are already pristine, older vehicles; and that Mr. Thomas repairs the vehicles to meet the standards of the road.

That the Commission found that no one spoke in favor of the application.

That the Commission found that Mr. Tom Adams and Mr. Jeffrey Parsons spoke in opposition to the application; that Mr. Adams stated this does not fit with the character of the neighborhood; that to the property does not have the frontage to sell the vehicles; that he had concerns with safety and traffic; that Mr. Parsons stated he agreed with Mr. Adams; that he had concerns with the number of vehicles, hours of operation, and noise; that he is okay with a Conditional Use in principle, as long as his concerns are not realized; that Chairman Wheatley stated the Planning and Zoning Commission has the ability to restrict the number of vehicles that can be on the parcel, the hours of operation, restrict the noise, and restrict the location of vehicles on the site.

Mr. Hopkins asked about the vehicle sizes and types; which Ms. Riedel stated the Applicant typically buys and works on cars from Japan; that the vehicles are considered classic cars because they are older than 25-years; that Chairman Wheatley asked if there would be a row of vehicles parked out in front of the house advertised for sale; which Ms. Riedel stated no; that the Applicant bought approximately four to five vehicles in the last year; that the Applicant likes fixing the vehicles and has no intention of keeping the vehicles; that the Applicant would sell the vehicles online; that Chairman Wheatley asked if the vehicles are garage kept; which Ms. Riedel stated all the vehicles are garage kept; that Chairman Wheatley asked when a potential condition prohibiting outside storage for extended period would be problematic to the Applicant; which Ms. Riedel stated that the vehicles would not be stored outdoors.

Ms. Cornwell stated that the proposed Conditional Use application was needed because the Applicant had reached his DMV limit for the number of vehicles being sold from the property within a year which turns it into a business and requires the Applicant to apply for a Conditional Use.

At the conclusion of the public hearing, the Commission discussed this application.

Motion by Mr. Hopkins, seconded by Ms. Wingate and carried unanimously to defer action for further consideration. Motion carried 5-0.

At their meeting on August 22, 2019, the Planning Commission discussed the application which has been deferred since August 8, 2019.

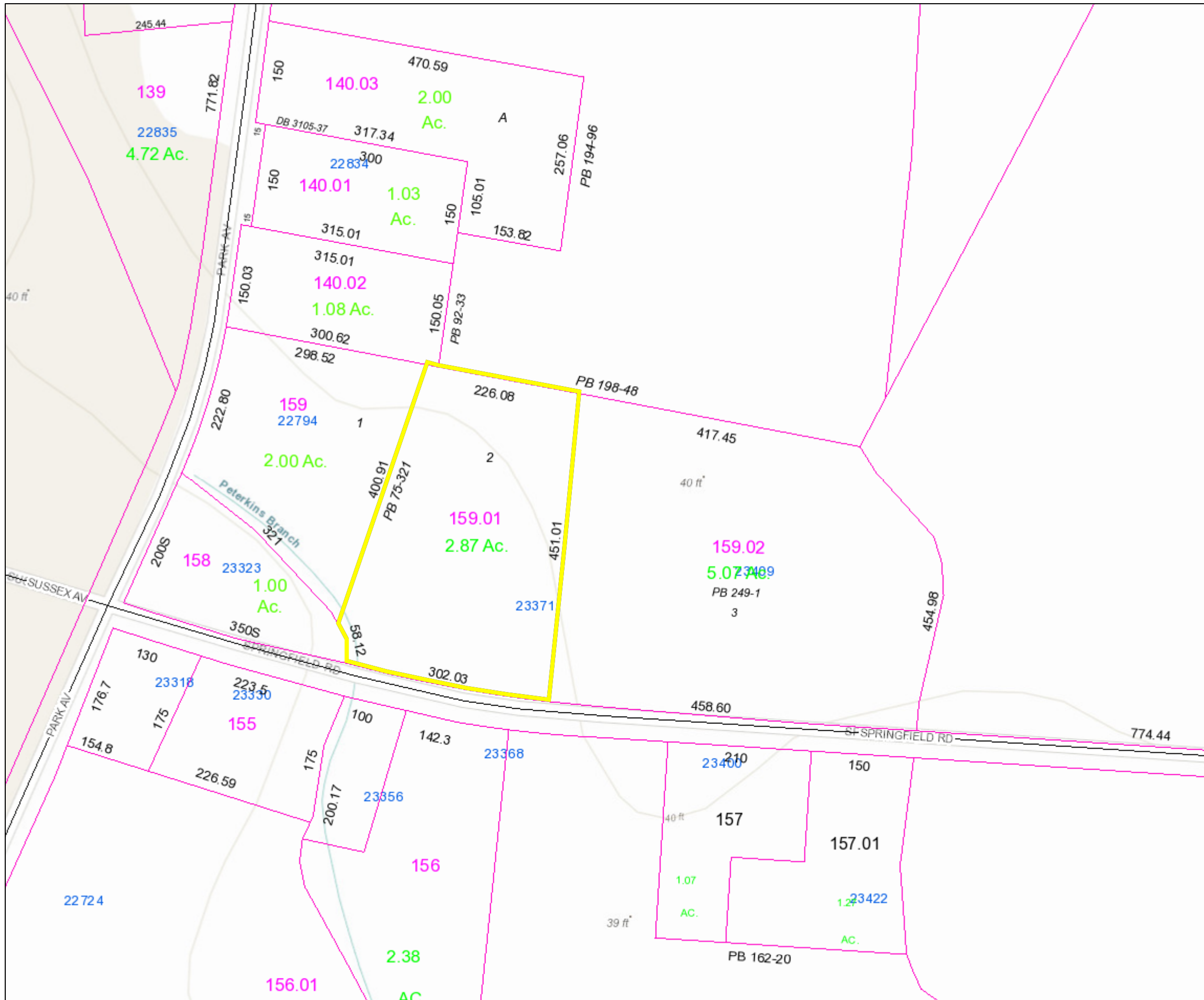
Mr. Hopkins moved that the Commission recommend approval of C/U 2182 for SAMUEL G. THOMAS for a small repair shop and dealership based upon the record made at the public hearing and for the following reasons:

1. The automobile repair and dealer business will be small, and with the conditions and stipulations placed upon it, it will not have an adverse impact on the neighboring properties or the community.
2. Given the small scale of the business, which is operated from a garage next to the Applicant's home, it is very nearly a permitted home occupation.
3. This small business will not have a negative impact on traffic or nearby roadways.
4. The Applicant has stated that he intends to keep the residential appearance of the property.
5. Most of the sales are via the internet. The use does not generate a lot of customers traveling to or from the site.
6. The Applicant advised that he only repairs vehicles that he intends to sell and will not be a repair facility open to the public.
7. The Applicant stated that all repairs will occur within the garage.
8. This recommendation for approval is subject to the following conditions and stipulations:
 - A. The use shall be limited to the repair of cars that the Applicant intends to sell and the sales of those cars. There shall be no more than 4 cars for sale or under repair on the property at any time.
 - B. One unlighted sign, not to exceed 32 square feet per side, shall be permitted.
 - C. Security lighting shall be downward screened and shall be directed away from neighboring properties and roadways.
 - D. Any dumpsters shall be located behind the garage and they shall be screened from view of neighbors. The dumpster location shall be shown on the Final Site Plan.
 - E. All repairs shall be performed indoors. No automobile parts shall be stored outside.
 - F. No junked, unregistered or permanently inoperable vehicles or trailers shall be stored on the site.
 - G. There shall not be any parking in the front yard setback.
 - H. All parking areas shall be shown on the Final Site Plan and clearly marked on the site itself. Vehicles shall only be parked within these designated areas.
 - I. As stated by the Applicant, the property shall retain its residential appearance.
 - J. All oils and other fluids shall be properly stored indoors in appropriate containers. The Applicant shall also comply with all State and Federal requirements for the disposal of these fluids.
 - K. The site shall be subject to all DeIDOT entrance and roadway requirements.
 - L. The hours of operation shall be 9:00 am through 7:00 pm, Monday through Friday, and 9:00 am until noon on Saturdays. There shall not be any Sunday hours.
 - M. Any violation of these conditions may be grounds for termination of this Conditional Use.
 - N. The Final Site Plan shall be subject to the review and approval of the Planning and Zoning Commission.

Motion by Mr. Hopkins, seconded by Ms. Stevenson and carried unanimously to forward this application to the Sussex County Council with a recommendation that the application be approved for the reasons and with stipulations stated in the motion. Motion carried 5-0.

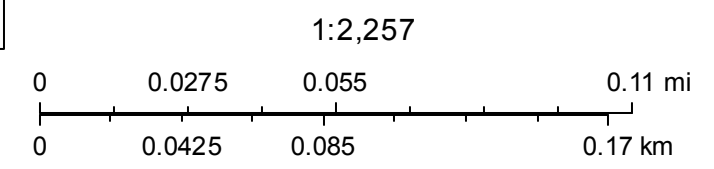


Sussex County



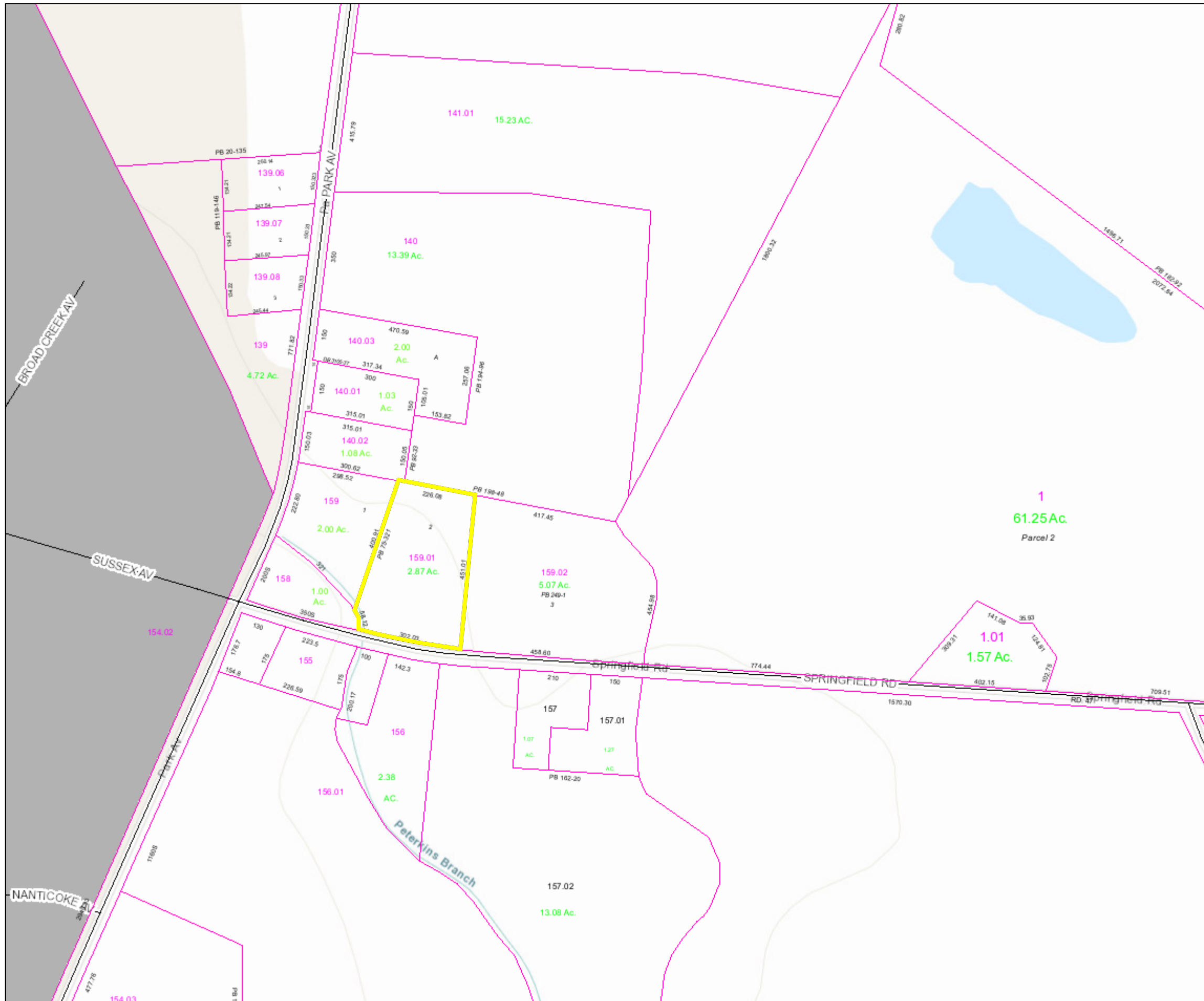
PIN:	135-20.00-159.01
Owner Name	THOMAS SAMUEL G
Book	4709
Mailing Address	23371 SPRINGFIELD ROAD
City	GEORGETOWN
State	DE
Description	N/RD 47
Description 2	LOT 2
Description 3	N/A
Land Code	

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





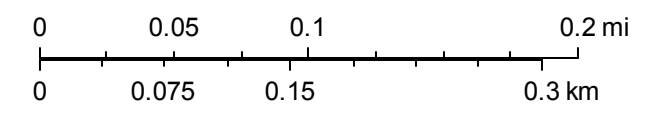
Sussex County



PIN:	135-20.00-159.01
Owner Name	THOMAS SAMUEL G
Book	4709
Mailing Address	23371 SPRINGFIELD ROAD
City	GEORGETOWN
State	DE
Description	N/RD 47
Description 2	LOT 2
Description 3	N/A
Land Code	

- polygonLayer**
Override 1
- polygonLayer**
Override 1
- Tax Parcels
 - Streets
- Zoning**
- Agricultural Residential - AR-1
 - Agricultural Residential - AR-2
 - Medium Residential - MR
 - General Residential - GR
 - High Density Residential - HR-1
 - High Density Residential - HR-2
 - Vacation, Retire, Resident - VRP
 - Neighborhood Business - B-1
 - General Commercial - C-1
 - Commercial Residential - CR-1
 - Marine - M
 - Limited Industrial - LI-1
 - Limited Industrial - LI-2
 - Heavy Industrial - HI-1

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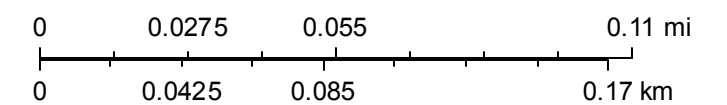
Sussex County



PIN:	135-20.00-159.01
Owner Name	THOMAS SAMUEL G
Book	4709
Mailing Address	23371 SPRINGFIELD ROAD
City	GEORGETOWN
State	DE
Description	N/RD 47
Description 2	LOT 2
Description 3	N/A
Land Code	

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

1:2,257



Introduced 05/14/19

**Council District No. 2 – Wilson
Tax I.D. No. 135-20.00-159.01
911 Address: 23371 Springfield Road, Georgetown**

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A SMALL AUTOMOTIVE REPAIR AND DEALER TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN GEORGETOWN HUNDRED, SUSSEX COUNTY, CONTAINING 2.87 ACRES, MORE OR LESS

WHEREAS, on the 17th day of April 2019, a conditional use application, denominated Conditional Use No. 2182, was filed on behalf of Samuel G. Thomas; and

WHEREAS, on the ____ day of _____ 2019, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and said Planning and Zoning Commission recommended that Conditional Use No. 2182 be _____; and

WHEREAS, on the ____ day of _____ 2019, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County 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. 2182 as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece or parcel of land lying and being situate in Georgetown Hundred, Sussex County, Delaware, and lying on the north side of Springfield Road, approximately 336 feet east of Park Avenue and being more particularly described in the attached legal description prepared by Tunnell & Raysor, P.A., said parcel containing 2.87 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
The Honorable Michael H. Vincent, President
The Honorable Irwin G. Burton III, Vice President
The Honorable Douglas B. Hudson
The Honorable John L. Rieley
The Honorable Samuel R. Wilson, Jr.

From: Janelle Cornwell, AICP, Planning & Zoning Director

CC: Everett Moore, County Attorney

Date: September 12, 2019

RE: County Council Report for CZ 1889 Air Fish Automotive

The Planning and Zoning Department received an application (CZ 1889 Air Fish Automotive) for a Change of Zone for a portion of parcel 332-1.00-72.00 to allow for an AR-1 Agricultural Residential District to a C-3 Heavy Commercial District) to be located at 11125 National Blvd. The Planning and Zoning Commission held a public hearing on August 8, 2019. The following are the draft minutes for the Change of Zone from the Planning and Zoning Commission meetings.

Ms. Cornwell advised the Commission that submitted into the record were the results from the DelDOT Service Level Evaluation request confirming a Traffic Impact Study ("TIS) was not required, comments from the Sussex Conservation District, comments from the Sussex County Engineering Department of Utility Planning Division, and a Survey of the property showing the area to be rezoned.

That the Commission found that Mr. Tim Willard, an Attorney with Fuqua, Willard, Stephens, and Schab, Brent James, owner of Air Fish Automotive and William James, operator of Air Fish Automotive were present on behalf of the application; that Mr. Willard stated the business is limited to repairing diesel Fords only; that the business has been operating at this current site for a number of years; that the total parcel contains 16-acres; that the proposed application is to change the zoning to C-3 (Heavy Commercial Zoning District) for the front 5.77-acres of the parcel; that the existing buildings on the property were previously used as hatcheries; that Conditional Use #745 was approved in 1983 for retail sales and storage; that the site became a garage door business and now it is a diesel-vehicle repair business; that the Applicant is bringing the building up to Fire Marshal Code; that improvements have been made to the building; that the Applicant has three employees; that there are commercial uses and industrial uses in the area; that the Land Use Classification per the 2019 Comprehensive Plan shows the land is in the Developing Area; that the parcel is located in the State Spending Strategies Level 1 or Level 2; Mr. Willard stated that the property has its own private water and sewer and that Mr. William James affirmed the testimony presented.



Ms. Wingate asked if the Applicant would like to physically expand his business; which Mr. William James stated yes, he would like to grow his business and expand his number of employees; that Ms. Wingate asked about the storage on the property; Mr. Robertson stated there was a Conditional Use for storage on the property and he was not sure if the Conditional Use had lapsed; that Ms. Cornwell stated the Conditional Use was approved for a specific use, the Conditional Use has lapsed because of the other uses on the property; these are illegal uses; and that Mr. Willard stated the Applicant is only asking for a portion of the site to undergo a Change in Zone so that they are permitted to continue the business of repairing diesel vehicles.

Mr. Hopkins asked if the other buildings on the site part are of proposed the Change in Zone; which Mr. Willard stated the Applicant is only proposing a Change in Zone for the front 5-acres.

Ms. Wingate asked if the application was for the repair business and salvage; which Ms. Cornwell stated the application is a rezoning application; that Chairman Wheatley stated that anything that is permitted in the C-3 zone would be allowed; that Ms. Wingate had concerns with the storage of items on the site; that Mr. Robertson stated if the application does get approved as rezoning, the Applicant would then have to come back in with a Site Plan for the Commission to review; and that the Planning and Zoning Commission would be able to see where the building is located and where vehicles are parked and the Commission could even require the location of storage to be shown.

Mr. Hopkins asked if the vehicles parked on the property are within the proposed 5-acre portion of the proposed Change in Zone; which Mr. William James stated everything he wants to do is within the 5-acres; Mr. Hopkins wanted to know how many vehicles and how long would the vehicles be stored after they have been parted; which Ms. Cornwell stated a junkyard is not permitted; and that Mr. William James stated he is trying to keep it presentable and he knows it cannot be a junkyard.

Mr. Mears had concerns with the number of vehicles stored on the site for parts; that any subsequent Site Plan for future consideration by the Commission should include the screening and shielding of vehicles.

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

That the Commission found that Mr. John Mills spoke in opposition to the application; Mr. Mills stated he had some concerns about the property; that he asked if the Applicant was planning to subdivide the parcel; which Chairman Wheatley stated the Applicant is proposing to create a zoning line which is not a subdivision line; that it is an artificial line to mark an area that would be Zoned C-3; that it would be a Zoning line and not a Subdivision line; that Mr. Mills asked why the Applicant would not apply for a Conditional Use instead of a Change in Zone and if there are any other violations or uses on the property; which Ms. Cornwell stated the most recent violation is for the use of the property; that Mr. Mills had concerns with some of the uses of the property as a whole; that some of the buildings on the site are in disrepair; that he had concerns with storage of items elsewhere on the property; that Chairman Wheatley stated the application is for 5-acres and, if approved, the Applicant can only store items within the areas with Commercial Zoning; that Mr. Mills asked about the private road and whether the proposed rezoning would result in use of the private road access that is currently part of the parcel; which Chairman Wheatley stated if it is a private road, it would be used by whomever the owner is of the road and those people permitted to use it; Mr. Robertson stated that DelDOT would look into the private road if the proposed rezoning is approved; that DelDOT might require the Applicant to provide a commercial entrance off of the highway; that Chairman Wheatley stated, if

the proposed application is approved, the Applicant would have to go through a Site Plan review and it would have to be approved by DelDOT; that DelDOT may require a lot of improvements to the roads; that Mr. Mills asked if the building meets the setback requirements; which Ms. Cornwell stated the building does meet the current setbacks and the proposed rezoning setback requirements; that Mr. Mills asked if the Planning and Zoning Commission could place conditions on the Change in Zone for the condition of the existing buildings; and which Chairman Wheatley stated the Planning and Zoning Commission could not place conditions on the buildings because the application is limited to the 5-acres; and that the proposed application is for Change in Zone and not a Conditional Use.

Mr. Willard stated that the private road from Gordy Road has been closed for two years.

At the conclusion of the public hearing, the Commission discussed this application.

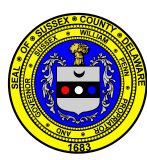
Motion by Ms. Wingate, seconded by Ms. Stevenson and carried unanimously to defer action for further consideration. Motion carried 5-0.

At their meeting on August 22, 2019, the Planning Commission discussed the application which has been deferred since August 8, 2019.

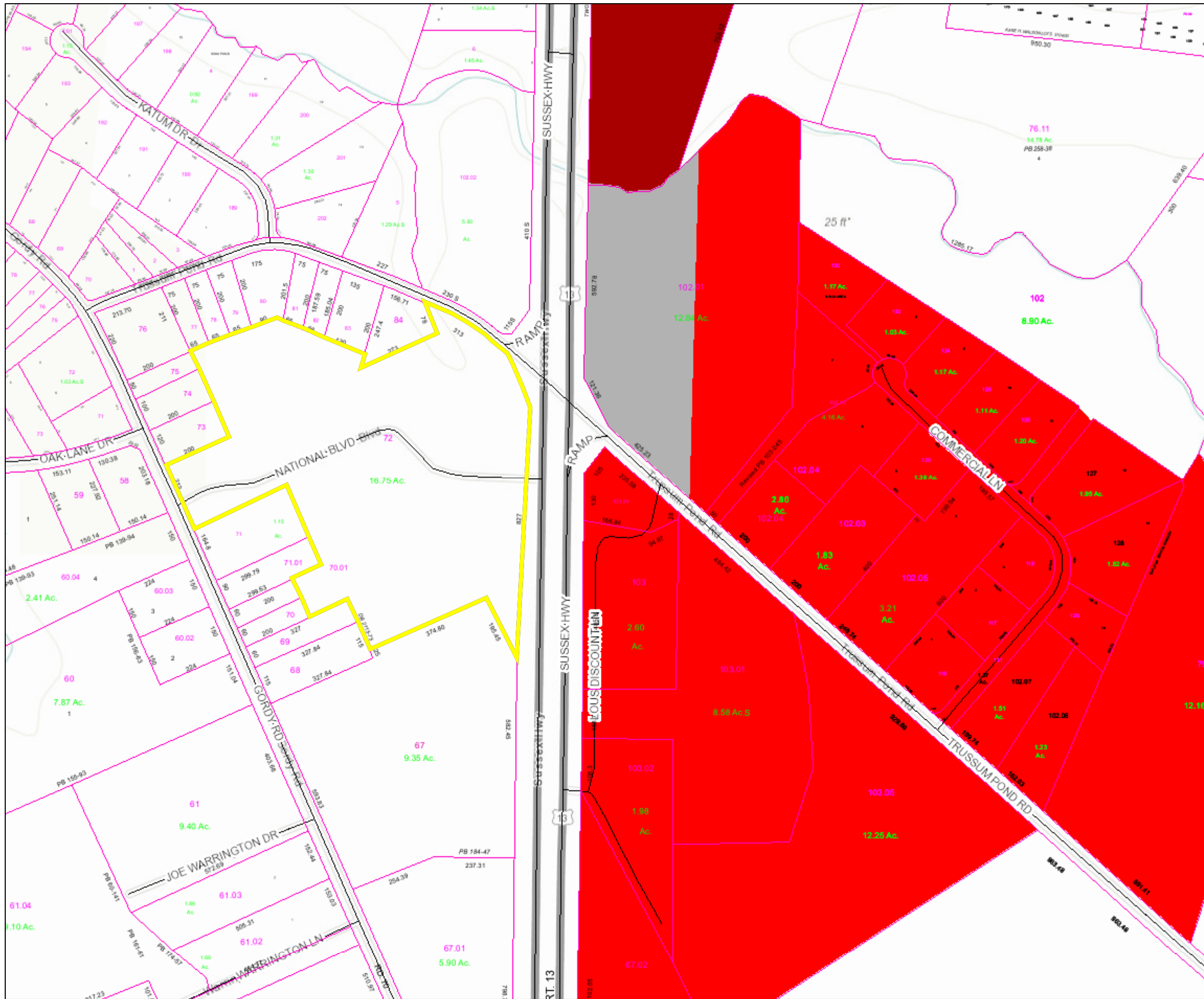
Ms. Wingate moved that the Commission recommend approval of Change in Zone # 1889 for AIR FISH AUTOMOTIVE for a change in zone from AR-1 to C-3 "Heavy Commercial" based upon the record made during the public hearing and for the following reasons:

1. C-3 Heavy Commercial Zoning is designed to allow auto-oriented retail and service businesses that serve local and regional residents. Permitted uses include retail uses, restaurants, offices, and vehicle service stations.
2. The site is adjacent to Route 13 and is directly across the highway from large parcels that have industrial and commercial zoning and which have been developed with large-scale commercial uses. This location is appropriate for this type of zoning.
3. This site has been used for business and commercial purpose for decades. It was used as a hatchery and later was converted to retail and storage space under a Conditional Use. These prior uses of the property support the rezoning to C-3.
4. The site is in the Developing Area according to the current Sussex County Land Use Plan. This type of commercial zoning is appropriate in this area according to the Plan.
5. The proposed rezoning meets the general purpose of the Zoning Code by promoting the orderly growth, convenience, order prosperity, and welfare of the County.
6. Any future use of the property will be subject to the Site Plan review by the Sussex County Planning and Zoning Commission.

Motion by Ms. Wingate, seconded by Ms. Stevenson and carried unanimously to forward this application to the Sussex County Council with a recommendation that the application be approved for the condition stated in the motion. Motion carried 5-0.



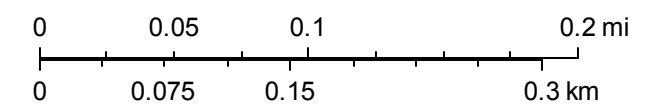
Sussex County



PIN:	332-1.00-72.00	
Owner Name	NATIONAL HOME LEASING INC	
Book	0	
Mailing Address	11125 NATIONAL BLVD	
City	LAUREL	
State	DE	
Description	W/RT 13	
Description 2	S/RT 462	
Description 3	N/A	
Land Code		

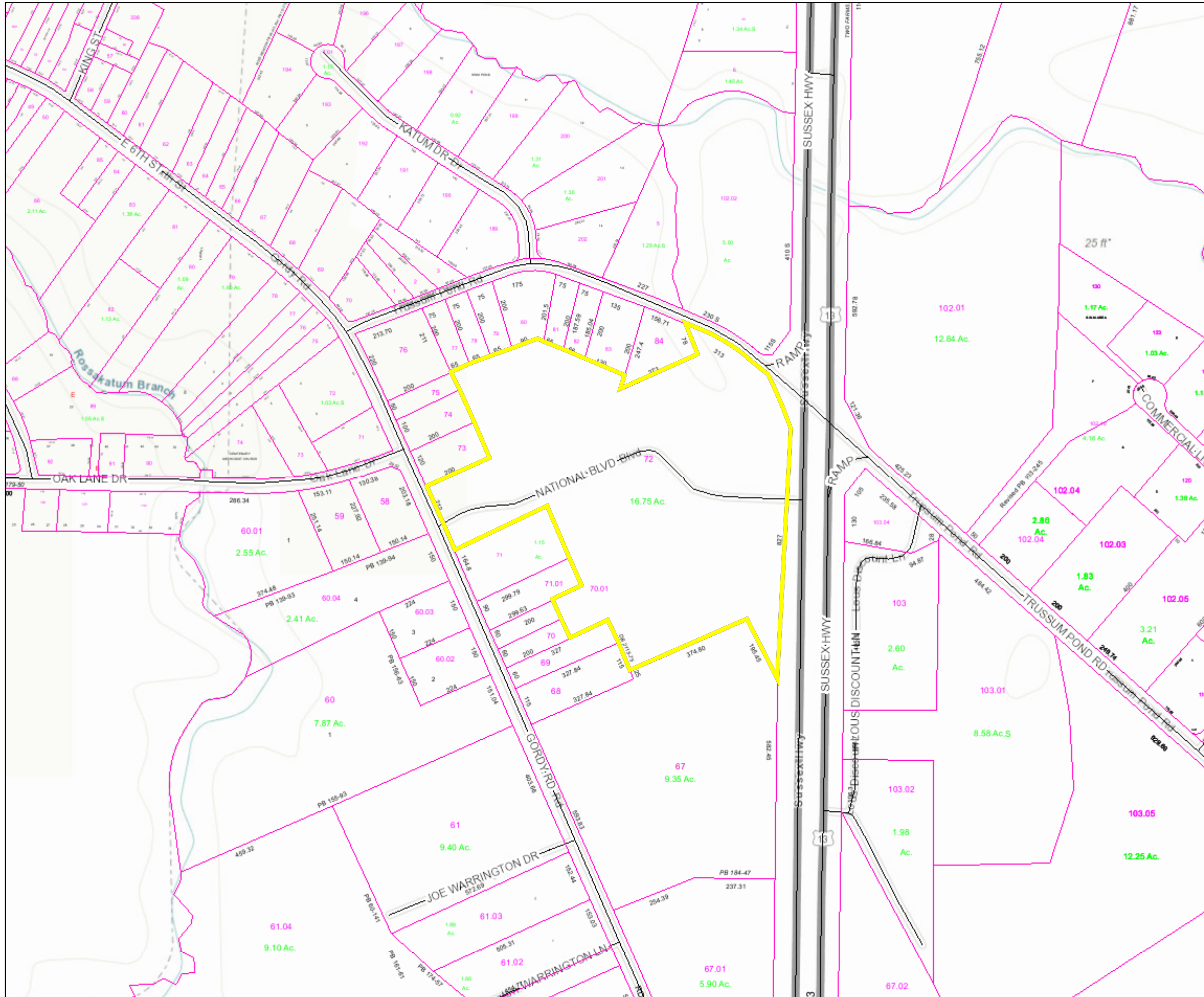
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- Override 1
- Tax Parcels
 - Streets
- Zoning**
- Agricultural Residential - AR-1
 - Agricultural Residential - AR-2
 - Medium Residential - MR
 - General Residential - GR
 - High Density Residential - HR-1
 - High Density Residential - HR-2
 - Vacation, Retire, Resident - VRP
 - Neighborhood Business - B-1
 - General Commercial - C-1
 - Commercial Residential - CR-1
 - Marine - M
 - Limited Industrial - LI-1
 - Limited Industrial - LI-2
 - Heavy Industrial - HI-1

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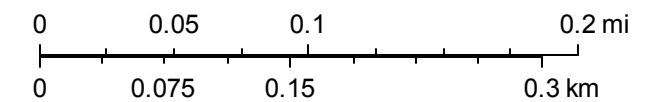
Sussex County



PIN:	332-1.00-72.00	
Owner Name	NATIONAL HOME LEASING INC	
Book	0	
Mailing Address	11125 NATIONAL BLVD	
City	LAUREL	
State	DE	
Description	W/RT 13	
Description 2	S/RT 462	
Description 3	N/A	
Land Code		

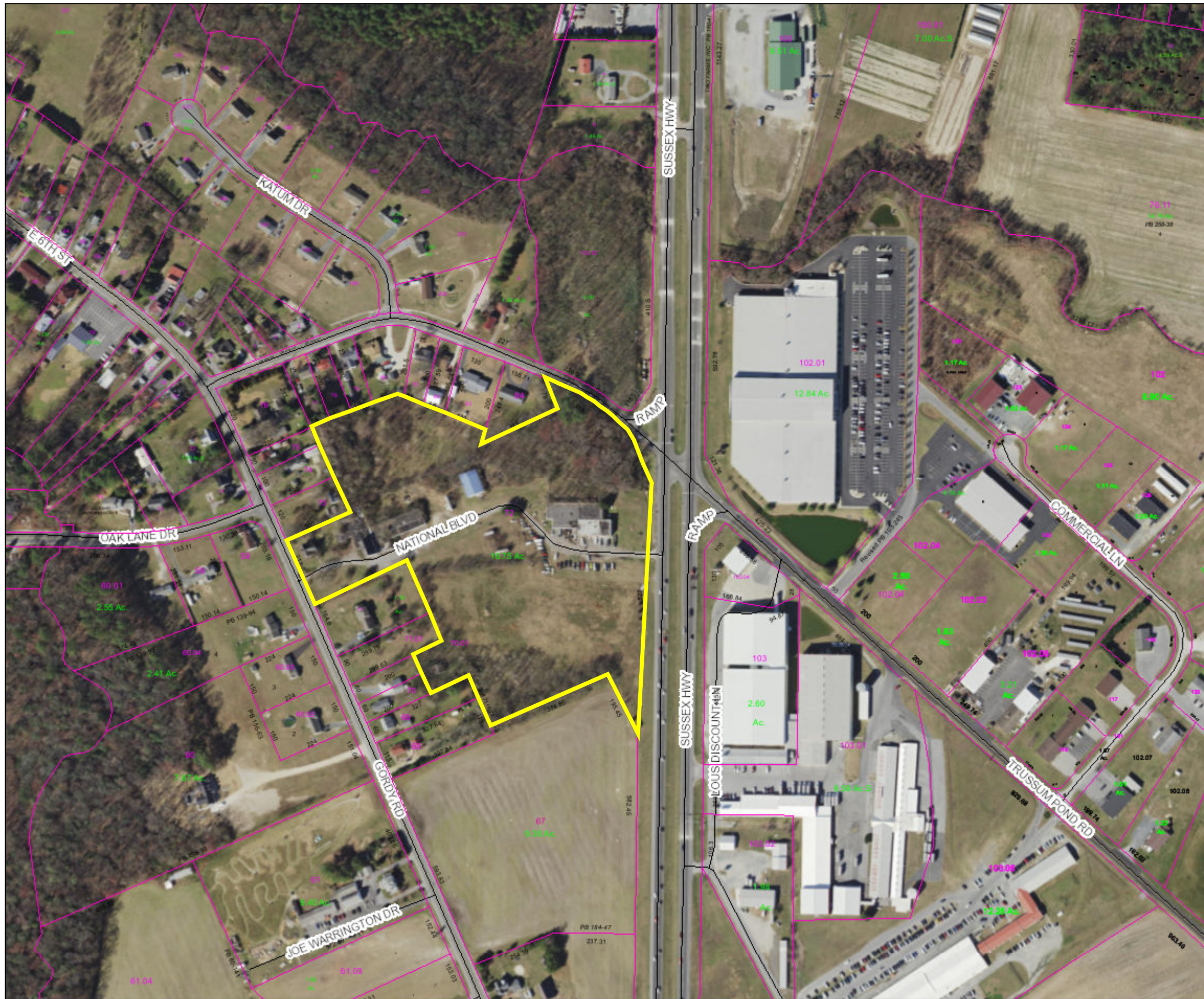
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- Override 1
- Tax Parcels
- Streets
- County Boundaries

1:4,514





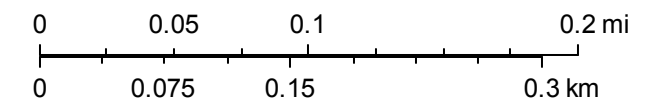
Sussex County



PIN:	332-1.00-72.00	
Owner Name	NATIONAL HOME LEASING INC	
Book	0	
Mailing Address	11125 NATIONAL BLVD	
City	LAUREL	
State	DE	
Description	W/RT 13	
Description 2	S/RT 462	
Description 3	N/A	
Land Code		

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

1:4,514



Introduced 05/14/19

**Council District No. 5 - Rieley
Tax I.D. No. 332-1.00-72.00 (portion of)
911 Address: 11125 National Boulevard, Laurel**

ORDINANCE NO. ____

AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A C-3 HEAVY COMMERCIAL DISTRICT) FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN LITTLE CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 5.771 ACRES, MORE OR LESS

WHEREAS, on the 24th day of April 2019, a zoning application, denominated Change of Zone No. 1889, was filed on behalf of Air Fish Automotive; and

WHEREAS, on the ____ day of _____ 2019, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and said Planning and Zoning Commission recommended that Change of Zone No. 1889 be _____; and

WHEREAS, on the ____ day of _____ 2019, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County has determined, based on the findings of facts, that said change of zone is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article II, Subsection 115-7, Code of Sussex County, be amended by deleting from the Comprehensive Zoning Map of Sussex County the zoning classification of [AR-1 Agricultural Residential District] and adding in lieu thereof the designation of C-3 Heavy Commercial District as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece or parcel of land lying and being situate in Little Creek Hundred, Sussex County, Delaware, and lying on the southwest corner of Trussum Pond Road and Sussex Highway (Route 13) and being more particularly described in the attached legal description prepared by Alan O Kent Land Surveying, said parcel containing 5.771 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
The Honorable Michael H. Vincent, President
The Honorable Irwin G. Burton III, Vice President
The Honorable Douglas B. Hudson
The Honorable John L. Rieley
The Honorable Samuel R. Wilson, Jr.

From: Janelle Cornwell, AICP, Planning & Zoning Director

CC: Everett Moore, County Attorney

Date: September 12, 2019

RE: County Council Report for CU 2176 KH Sussex, LLC

The Planning and Zoning Department received an application (CU 2176 KH Sussex, LLC) for a Conditional Use for parcels 234-11.00-56.02 (portion of), 56.03, 56.06 and 56.09 to allow for a convenience store with fueling station to be located on John J. Williams Hwy. and Angola Rd. The Planning and Zoning Commission held a public hearing on August 8, 2019. The following are the draft minutes for the Conditional Use from the Planning and Zoning Commission meetings.

Ms. Cornwell advised the Commission that submitted into the record were comments from the Sussex Conservation District, comments from the Sussex County Engineering Department of Utility Planning Division, the results from the DelDOT Traffic Impact Study ("TIS") Scoping meeting, a Site Plan, and an Exhibit Booklet. Twelve letters in support of the application were read by Ms. Cornwell into the record.

That the Commission found that Mr. Dennis Schrader, an Attorney with Morris James, LLP, Kirk Salvo, Principal owner of KH Sussex, LLC, Michel Riemann, with Becker Morgan Group, Mr. Berninger, with 7-11, and Mr. Ennis, one of the property owners were present on behalf of the application; that Mr. Schrader stated that there was a previous application for a Change in Zone for this parcel; that the Applicant had asked for C-3 (Heavy Commercial Zoning District) and that the 2019 Comprehensive Plan was pending approval at that time; that the Applicant thought they would be able to comply with the new Commercial Code and therefore, would not need a Conditional Use application; that the Planning and Zoning Commission gave a recommendation of approval for the Change in Zone and the Sussex County Council denied the application; that the proposed site is a portion of four separate parcels to create the 3.51-acres; that the property is currently Zoned AR-1 (Agricultural Residential Zoning District) and is subject to a Conditional Use; that the current Conditional Use is for a marine storage and services, construction services, grass mowing, and power washing; that the proposed Conditional Use is for a convenience store with fueling stations; that the Land Use Classification per the 2019 Comprehensive Plan the land is in the Coastal Area with



commercial uses deemed to be appropriate; that the parcel is located in the State Spending Strategies Level 3; that sewer would be provided by the Sussex County Unified District; that water would be provided by Tidewater Utilities; that some wetland maps are paring it to .11; that there is a Concept Plan included in the Exhibit Booklet; that the proposed Conditional Use meets the criteria; Mr. Riemann stated there is residential growth in the area and the use would provide ease for the public; that the property is approximately 3.5-acres; that the property is located at the intersection of Route 24 and Angola Road; that the current property is a subject of Conditional Uses; that Conditional Use 1881 and Conditional Use 2091 have a number of activities that are commercial in nature currently on the property; that there is a marine storage and repair, Ennis Homes Admin office for modular and stick built homes, a grass cutting business, landscaping, and power wash business on these properties; that the site as it exists today is a commercial use; that the proposed use is for a convenience store with fueling; that the proposed store would be approximately 3,500 square feet with approximately 34 parking spaces; that the proposed site would have standard fuel pumps and diesel fuel pumps; that the proposed site would have 8 fueling stations with a total of 16 pumps; that the site can accommodate the proposed use because the amount of green area surrounding the site; that they have evaluated the site and it can accommodate truck traffic; that there are two proposed accesses to the site; that the first would be a full access on Angola Road; that the access on Route 24 would be a right-turn in and a right-turn out only; that the Developer would be required by DelDOT to create a multi-use path and a bike lane along the frontage; that a Traffic Impact Study had been completed; that part of the the rezoning process is a Service Level Evaluation that was submitted to DelDOT and DelDOT had indicated they would waive the Traffic Impact Study (“TIS”) as part of the entrance plan application and that this can be done at a later time; that Applicant was coming back before the Planning and Zoning Commission with a proposed Conditional Use Site Plan, the Applicant has progressed the TIS process; that a copy of the completed TIS letter is included in the Exhibit Booklet; that DelDOT has completed its review and has indicated the access points that are shown are those that have been recommended; that one of the requirements placed by DelDOT as part of the TIS was to construct a concrete median on Route 24 to restrict left-turns into the entrance of the proposed site; that even though it is a right-turn in and right-turn out at that the entrance, there would be a concrete median on Route 24; that the concrete median would be an extra safety measure to ensure that motorists would not try to turn left into the proposed site; that DelDOT has planned a project for the area as part of the Hazard Elimination Program (“HEP”); that there would be additional left-turn lanes and right-turn lanes at the intersection; that the project is to start in the spring of 2021 and be completed by 2022; that the plan for the project is work together with DelDOT, thereby limiting the amount of construction needing to be undertaken at one time; that if the Conditional Use is approved, there are other agency approvals required and it could be another eight months to one year if the Conditional Use is approved; that Mr. Schrader asked Mr. Riemann if an investigation into the availability of fire protection was undertaken for the site; which Mr. Riemann replied yes, and the site does have adequate water supplies for appropriate fire protection; Mr. Schrader asked if water would be provided by Tidewater Utilities; which Mr. Reimann replied yes; that Mr. Schrader asked if the Sussex County Engineering Department had agreed to provide sewer; which Mr. Riemann replied yes and it is planned to be placed into the Sussex County Sewer District; that Mr. Kirk Salvo stated he is the Manager of Family, LLC; that they are the contract purchaser of the four parcels; that there is a conditional lease in place with 7-11; that he would help 7-11 gain the necessary approvals, buy the site, and help develop the site; that he does have a house in Angola by the Bay; that he believes this would serve the area and the market is right for the area; that some of the neighbors are looking forward to it and are aware of the other projects in the area; that Mr. Schrader stated that the terms under the current County Code for Zoning allows for a Conditional Use to be requested; that it would provide full protection to the surrounding area with the suggested conditions; and that Mr. Mears had concerns

with the right-turn lane out onto Route 24 but after reviewing the map showing the acceleration lane and the concrete median to prevent left turns, he has no issues with the Route 24 entrance to the site.

Chairman Wheatly explained to the public that, as part of the County's efforts to comply with the Comprehensive Plan and achieve inter-governmental coordination, a DelDOT representative was present for this public hearing to advise the Planning and Zoning Commission on technical matters; that sometimes there are one or two experts that attend the public hearing; that DelDOT is not present to support or oppose any particular application on the agenda; that they would invite Mr. Todd Sammons and Ms. Susanne Laws to comment, confirm, deny what had been placed into the record by the Applicant and add any thoughts that they might have; and answer any questions that the Planning and Zoning Commission might have.

That the Commission found that Mr. Todd Sammons and Ms. Susanne Laws, were present on behalf of Delaware Department of Transportation; that Mr. Sammons thanked the Planning and Zoning Commission for inviting them; that Chairman Wheatley asked if Mr. Sammons could confirm the statements made by the Applicant during the public hearing and if they would like to add any information or clarify the matters; that Mr. Sammons stated that the Traffic Impact Study ("TIS") was completed and accepted on July 26, 2019 by DelDOT; that there were two proposed access points and the TIS had addressed those two points with a right-turn in and a right-turn out onto Route 24; that there would be a full access on Angola Road; that the Applicant had worked with DelDOT regarding the concerns that the department had with traffic movements and shared with the community; that the Applicant would have to fund a portion of the project that DelDOT is conducting at the intersection; that it is beneficial when the projects align with each other, as this helps to mitigate construction; that the Applicant does have to coordinate with DelDOT to make sure that there is less impact on public traffic; that everything stated by the applicant regarding the shared use path and internal sidewalks is correct; that Chairman Wheatley asked if the taxpayers would be paying for the improvements or if the Developer would be participating in the cost of the proposed projects; which Mr. Sammons stated the Developer would have to contribute with the cost and it is stated in the TIS; that the amount has not yet been determined based on the amount of trips; that the works would take place when the Applicant goes through the entrance plan approval process; that Chairman Wheatley asked if the Developer was aware and understood that they would have a financial responsibility placed upon them; which Mr. Sammons stated the Developer is aware and it is stated in item three of the TIS letter; that Ms. Stevenson asked for clarification as to when is a road considered "failing"; which Mr. Sammons stated that with the project DelDOT is going to complete it so it would have an acceptable level of service (LOS) at the intersection along Route 24; that Ms. Stevenson asked if there is enough land and would it be effective 20-years from now with the improvements; which Mr. Sammons stated DelDOT does project it out 15 to 20 years; that Mr. Sammons stated he could follow-up and what the projection is; that DelDOT would not invest if it was a one-year, two-year or three-year fix; that this would be a long-term fix for the intersection; that Ms. Wingate asked if cross-walks would be promoted on Route 24; which Mr. Sammons stated the cross-walk would be incorporated into the project; that they are on two legs of the intersection and the improvement would accommodate the pedestrians with a light; that Ms. Wingate asked if there would be cross-walks at the entrance of the right-turn in and right-turn out on Route 24; which Ms. Laws stated that there would be no crossing at the entrance on Route 24; that Mr. Sammons stated the pedestrians are funneled towards the intersection for safety reasons; that Mr. Robertson asked if the Developer is going to contribute to the intersection cost and would there be other Developers that would be required to contribute to some of the those costs or developments in the area and not the taxpayers; which Ms. Laws stated there are a few residential subdivision developments proposed in the area that they would

also contribute based on the number of trips that they sent to the intersection; that Mr. Sammons stated any other large-scale development that is in the area would likely have an impact on the intersection, that DelDOT would likely expect them to contribute to the improvements; that if there was not any development and DelDOT was still doing the project and it would all be publicly funded; that Mr. Robertson explained for the public's benefit that there a lot of times that there are contributions made by development in the area; and that there is a large amount of funding that goes toward off-site improvements or actual road improvements made by the Developers.

That the Commission found that Mr. Robert Wagely spoke in favor to the application; that Mr. Wagley stated his sister lives in Angola Beach Estates, and he visits her a lot; and that the proposals would be convenient to residents living in the area.

Mr. Robertson stated the staff did receive several letters in support and that these are part of the record.

That the Commission found that Mr. Curt Smith spoke in opposition to the application; that Mr. Smith stated that he had concerns with the pedestrians crossings; that he does not believe the project would be completed in time; that he does not think the traffic counts are accurate; that the sight lines of the site are impaired because the property slopes toward the road; that he had concerns with the traffic; that he does not understand the turn from Angola Road into the proposed project because the traffic would have to turn into oncoming traffic; that there are other convenience stores at Peddlers Village and at the intersection of Route 1 and Route 24; that this is too close to the intersection; that this could become a hazard; and that this is not a convenience to the area.

Ms. Stevenson asked Mr. Schrader and Mr. Riemann about the turning into the site on Angola Road and if there is a deceleration lane; which Mr. Riemann stated that there is a deceleration lane; that the TIS states that there would be both a right-turn and left-turn lanes into the entrance; that Chairman Wheatley explained that DelDOT had been coordinating with the Developer for the improvements to happen at the same time and is it the Developer's intention as well; which Mr. Schrader replied yes; that Mr. Schrader stated that it should be noted that the intersection is signaled; that Mr. Hopkins asked if the road needs to be straightened; which Mr. Riemann stated the road would be straightened; that Ms. Stevenson asked if it would be the same coming in off of Route 24 and have a deceleration lane; which Mr. Riemann stated that there would be a deceleration lane that was outlined in the TIS; that Mr. Mears asked about the addition of turn lanes at the intersections and if this would help with movement through the intersection; which Mr. Riemann replied yes; that the Level of Service is worked out from the amount of time it takes to get through an intersection and the more lanes you have, the more it alleviates those movements and the faster motorists go through; that Mr. Robertson asked whether there where traffic counts undertaken and whether these were based on any standards and whether they do future counts based on the development as well; which Mr. Riemann stated that new counts are part of the TIS; that the TIS is a step-wise process; that the first step is scoping and meeting with DelDOT to determine what is going to be studied; that step two is the count submission; that they go out and get new counts and they submit them to DelDOT; that DelDOT would review the counts to determine whether or not they are acceptable; that if the counts are acceptable, they would move onto the Preliminary TIS and DelDOT would review it; that once the Preliminary TIS is completed, they would submit the Final TIS; that Mr. Robertson asked if the counts where done recently; that Mr. Schrader asked Mr. Riemann if cameras were used now instead of hoses; which Mr. Riemann stated there are different ways to count cars and hoses are typically used as supportive measuring devices which means they are there to confirm the counts that are collected that they have

obtained; that the counts are undertaken in numerous different ways; that they can use camera devices to count vehicles and that a person could be out manually counting the vehicles; that Ms. Cornwell asked if the TIS included summer and weekend counts; which Mr. Riemann stated the counts are done A.M., P.M., summer and Saturdays; that the counts that were completed were from Acadia's TIS; and that DelDOT wants the counts undertaken within one year of the TIS.

That the Commission found that Ms. Lou Terrell spoke in opposition to the application; Ms. Terrell asked about the number of lanes on Angola Road; that there is already traffic backed up on Angola Road; that Chairman Wheatley stated the extra lanes are intended to relieve the back-up of traffic; that Ms. Terrell stated there is a 400-plus home subdivision planned for the area and it is expected to create an additional 1,000 car trips per day; that would the Angola Road entrance to the proposed site be where it is currently or would it be moved further away from the intersection, and if it is to be moved how much further down the road; that Chairman Wheatley asked Mr. Riemann if the existing driveway that is there now and the relationship of where the new entrance would be; that Mr. Riemann stated he does not have an exact dimension and they are moving the entrance to the right; that Mr. Wheatley asked if the entrance would be further away from the intersection; which Mr. Riemann replied yes; that DelDOT is going to review the details of the entrance and the exact dimensions and configuration as part of the entrance plan review process; and that Mr. Schrader submitted the final TIS letter into the record.

That the Commission found that Mr. Peter Truber, Ms. Pieta Shukwit spoke in opposition to the application; that Mr. Truber stated he had concerns with potential impacts on property values; that local residents knew there were no convenient stores in this rural area when they moved here; that Chairman Wheatley asked Mr. Truber if he bought the property thinking it was a rural area and that the area was never going to change; which Mr. Truber stated he knew it would be developed but he did not think it would be commercial; that he feels there is a potential for pollution run-off into the wetlands; that he has concerns with traffic; that he feels that there would be a certain number of drivers making illegal U-turns to get back to the proposed site; that Ms. Shukwit stated she agrees with the other speakers opposing the Application; and that she had concerns with the traffic.

At the conclusion of the public hearing, the Commission discussed this application. That Mr. Mears stated if the application is recommended for approval, a condition needs to state that the completion of the building and the opening of the building is in conjunction with the intersection.

Motion by Mr. Mears, seconded by Ms. Stevenson and carried unanimously to defer action for further consideration. Motion carried 5-0.

At their meeting on August 22, 2019, the Planning Commission discussed the application which has been deferred since August 8, 2019.

Mr. Mears moved that the Commission recommend approval of Conditional Use # 2176 for KH SUSSEX, LLC for a convenience store and fueling station based upon the record made during the public hearing and for the following reasons:

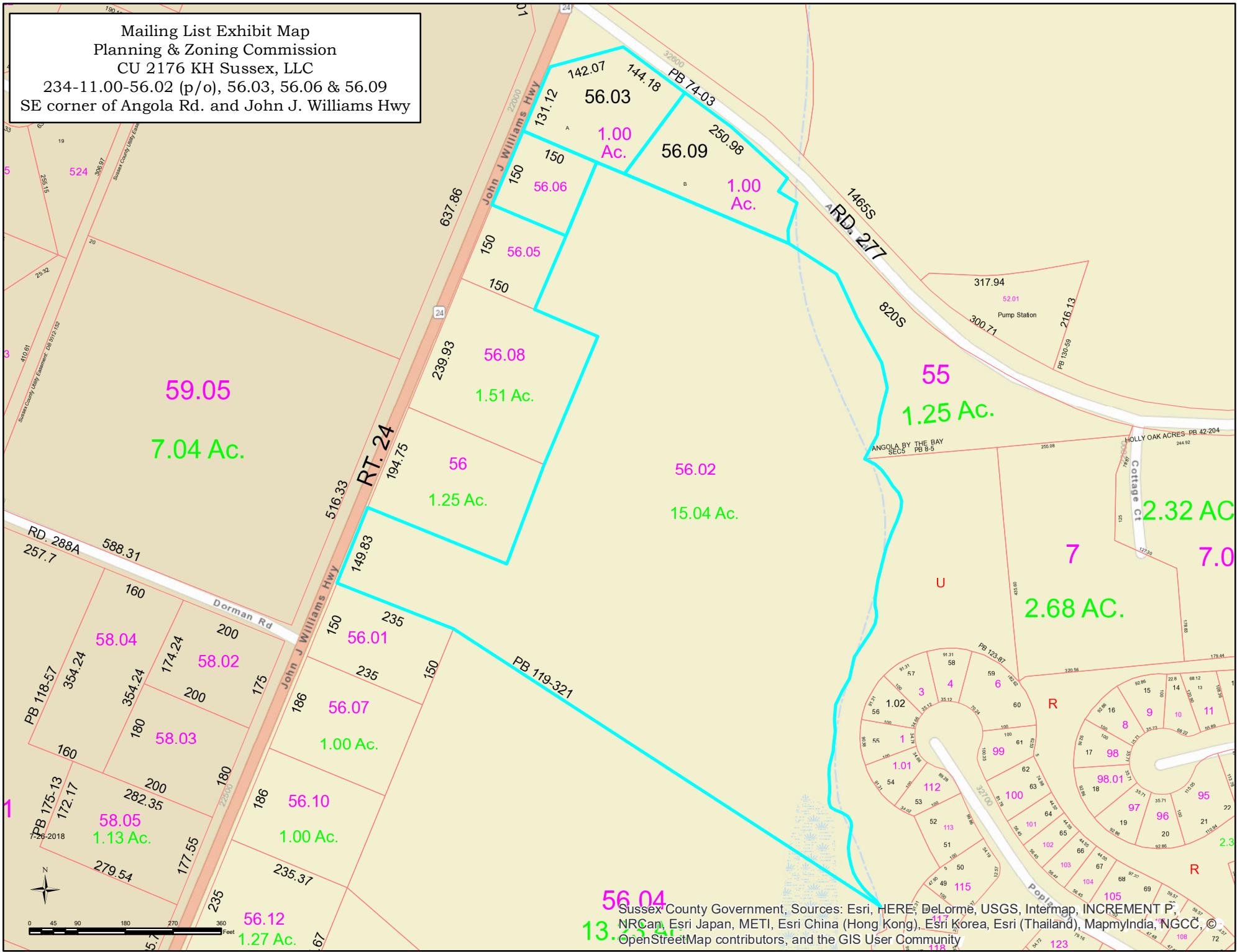
1. The site is at the intersection of Angola Road and Route 24. DelDOT testified during the hearing that this intersection will be significantly improved at the same time that this site is developed. This lighted intersection is appropriate for this type of use.

2. This location serves an area that has seen significant residential growth. This Conditional Use will provide a convenient location for retail and automobile fueling for nearby residential developments as well as Route 24 traffic.
3. Most of the site is currently used for commercial purposes. A Conditional Use for boat storage, construction services, lawn mowing, and power washing exists on the property. This new Conditional Use is a reasonable extension of that prior Conditional Use on this site.
4. The site will be served by central water and Sussex County sewer.
5. The site is in the Coastal Area according to the current Sussex County Land Use Plan. This type of business serving nearby residential uses is appropriate in this area according to the Plan.
6. The proposed Conditional Use lessens the congestion on area roads by providing appropriate commercial activities at the Route 24 and Angola Road intersection so that residents and visitors to the area can meet some of their commercial needs without having to travel to Route One or the Long Neck areas.
7. The proposed Conditional Use meets the general purpose of the Zoning Code by promoting the orderly growth, convenience, order prosperity and welfare of the County.
8. This recommendation is subject to the following conditions:
 - a. The Applicant shall comply with all entrance, intersection and roadway improvements required by DelDOT.
 - b. Fuel and petroleum products shall be stored and dispensed as required by all State and Federal requirements.
 - c. All security lighting shall be fully shielded so that it does not shine on neighboring properties or roadways.
 - d. Any dumpsters shall be screened from view of neighboring properties and roadways.
 - e. The Developer shall comply with all stormwater management requirements and the Final Site Plan shall contain the approval of the Sussex Conservation District.
 - f. The site may have the signage permitted in the C-3 District.
 - g. The site shall be developed in conjunction with the DelDOT improvements to the Route 24 and Angola Road intersection. The use shall not be open to the public until those intersection improvements have been substantially completed.
 - h. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning & Zoning Commission.

Ms. Stevenson made a suggestion regarding the motion letter C; that where the motion reads all security lighting shall be screened; that the Planning and Zoning Commission state that the security lighting be fully shielded; that a screened lighting and fully shield lighting are not the same thing; and that fully shielded makes sure all the light goes down and none of it goes out in glare.

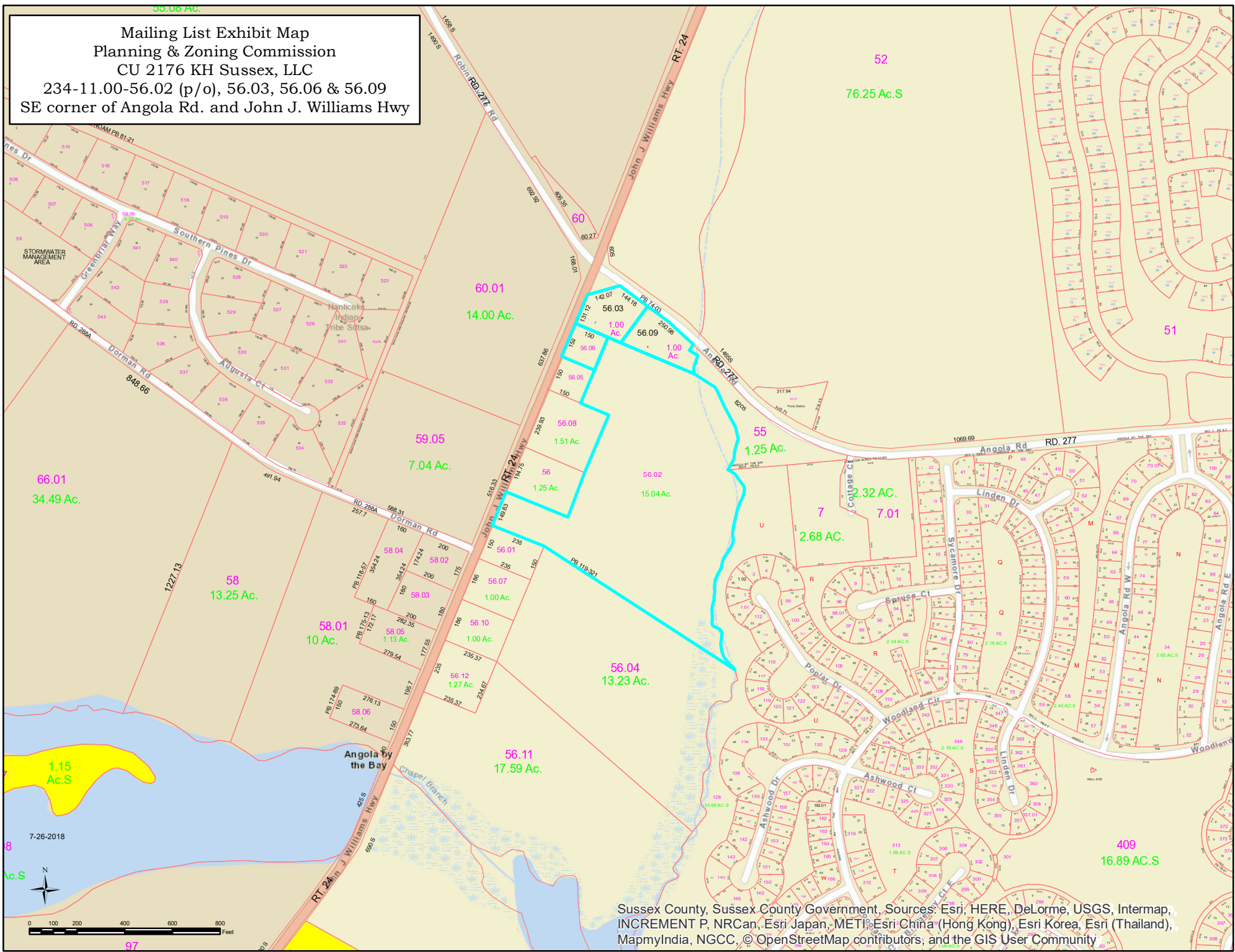
Motion by Mr. Mears, seconded by Ms. Wingate and carried unanimously to forward this application to the Sussex County Council with a recommendation that the application be approved for the reasons and with the stipulations stated in the motion. Motion carried 5-0.

Mailing List Exhibit Map
 Planning & Zoning Commission
 CU 2176 KH Sussex, LLC
 234-11.00-56.02 (p/o), 56.03, 56.06 & 56.09
 SE corner of Angola Rd. and John J. Williams Hwy



56.04
 13.63 Ac.
 Sussex County Government, Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

Mailing List Exhibit Map
Planning & Zoning Commission
CU 2176 KH Sussex, LLC
234-11.00-56.02 (p/o), 56.03, 56.06 & 56.09
SE corner of Angola Rd. and John J. Williams Hwy



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

Introduced 03/26/19

Council District No. 4 – Hudson

Tax I.D. No. 234-11.00-56.02 (portion of), 56.03, 56.06, and 56.09

911 Address: N/A

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A CONVENIENCE STORE WITH FUELING STATION TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 3.51 ACRES, MORE OR LESS

WHEREAS, on the 15th day of March 2019, a conditional use application, denominated Conditional Use No. 2176, was filed on behalf of KH Sussex, LLC; and

WHEREAS, on the ____ day of _____ 2019, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and said Planning and Zoning Commission recommended that Conditional Use No. 2176 be _____; and

WHEREAS, on the ____ day of _____ 2019, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County 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. 2176 as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece or parcel of land lying and being situate in Indian River Hundred, Sussex County, Delaware, and lying on the south side of John J. Williams Highway (Route 24) approximately 954 feet west of Angola Road, also being the southwest corner of John J. Williams Highway (Route 24) and Angola Road, and being on the west side of Angola Road approximately 250 feet south of John J. Williams Highway (Route 24), and being more particularly described in the attached legal description prepared by Becker Morgan Group, LLC, said parcel containing 3.51 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.