



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

**MEETING:  
OCTOBER 16, 2012**

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



# **SUSSEX COUNTY COUNCIL**

## **AGENDA**

**OCTOBER 16, 2012**

**10:00 A.M.**

**Call to Order**

**Approval of Agenda**

**Approval of Minutes**

**Reading of Correspondence**

**University of Delaware Agriculture Extension Program – Mark Isaacs**

**Todd Lawson, County Administrator**

1. Proclamation – National Conflict Resolution Day
2. Discussion and Possible Introduction of a Proposed Ordinance relating to fees charged by the Clerk of the Peace to perform marriage ceremonies and civil unions.
3. Administrator's Report

**Susan Webb, Finance Director**

1. Proposed Resolutions authorizing and providing for the incurrence of indebtedness for the purpose of providing a portion of the cost of acquiring, constructing, enlarging, improving, and/or extending sewer.
  - A. Oak Orchard Sanitary Sewer District
  - B. Angola Sanitary Sewer District

**Hal Godwin, Deputy County Administrator**

1. Wastewater Agreement – The Villages at Herring Creek, Phase 2

**Robert Stuart, Director of EMS**

1. Paramedic Station 106 – Lease Extension

## **Grant Requests**

1. Delaware Express U12 Fastpitch Softball Team for tournament expenses.
2. CHEER for Deck The Halls fundraiser.
3. Laurel Middle School for Red Ribbon Fall Festival (drug awareness event).

## **Introduction of Proposed Zoning Ordinances**

### **Any Additional Business Brought Before Council**

### **Executive Session – Job Applicants' Qualifications, Personnel, Pending/Potential Litigation, and Land Acquisition pursuant to 29 Del. C. §10004(b)**

### **Possible Action on Executive Session Items**

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

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In accordance with 29 Del. C. §10004(e)(2), this Agenda was posted on October 9, 2012 at 6:03 p.m., at the time it was prepared by the County Administrator and at least seven (7) days in advance of the meeting. This Agenda is subject to change to include the addition or deletion of items, including Executive Sessions, which arise at the time of the Meeting.

Agenda items listed may be considered out of sequence.

## **SUSSEX COUNTY COUNCIL - GEORGETOWN, DELAWARE, OCTOBER 9, 2012**

A regularly scheduled meeting of the Sussex County Council was held on Tuesday, October 9, 2012, at 10:00 a.m., in the Council Chambers, Sussex County Administrative Office Building, Georgetown, Delaware, with the following present:

<b>Michael H. Vincent</b>	<b>President</b>
<b>Samuel R. Wilson, Jr.</b>	<b>Vice President</b>
<b>George B. Cole</b>	<b>Councilman</b>
<b>Joan R. Deaver</b>	<b>Councilwoman</b>
<b>Vance Phillips</b>	<b>Councilman</b>
<b>Todd F. Lawson</b>	<b>County Administrator</b>
<b>Susan M. Webb</b>	<b>Finance Director</b>
<b>Everett Moore</b>	<b>County Attorney</b>

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

**Call to  
Order**

Mr. Vincent called the meeting to order.

**M 516 12  
Amend  
and  
Approve  
Agenda**

A Motion was made by Mr. Cole, seconded by Mr. Phillips, to amend the Agenda by deleting “Job Applicants’ Qualifications” and “Personnel” under “Executive Session”; and to approve the Agenda, as amended.

**Motion Adopted: 5 Yeas.**

**Vote by Roll Call:** Mrs. Deaver, Yea; Mr. Cole, Yea;  
Mr. Phillips, Yea; Mr. Wilson, Yea;  
Mr. Vincent, Yea

**Minutes**

The minutes of September 25 and October 2, 2012 were approved by consent.

**The Way  
Home  
Program**

Barbara Del Mastro and Lee Dogoloff of The Way Home were in attendance along with one of their clients to present information on The Way Home’s program benefits and statistical information on the success of the program. The Way Home meets former prisoners at the prison gates and the office door to provide connections with the community, to meet needs, and to foster relationships that prevent a return to prison. Once released, The Way Home provides participants with critical supplies and assists them with securing safe and stable housing. Case management services include job search assistance, transportation to appointments, support groups, mentoring, and referrals to various social services.

Mrs. Webb reported that, in the past, The Way Home has been receiving a \$1,000 Human Service Grant. Human Service Grants for FY 2013 will be awarded in the near future.

**Public  
Hearing/  
Agreement/  
Dagsboro  
Volunteer  
Fire  
Department**

**At 10:30 a.m., a Public Hearing was held to consider a Proposed Resolution entitled “RESOLUTION APPROVING AGREEMENT TO PROVIDE FIREFIGHTING SERVICES AND APPROVING ISSUANCE OF CERTAIN BONDS OR NOTES BY THE DAGSBORO VOLUNTEER FIRE DEPARTMENT, INC.”**

**Mrs. Webb explained that the Dagsboro Volunteer Fire Department provides firefighting services to a specific area within Sussex County and the Fire Company and the County would like to formalize such arrangement by entering into the Agreement to provide firefighting services. The Fire Company proposes to issue up to \$3,374,000 of bonds or notes of the Fire Company to (1) pay a portion of the costs for the construction of a new one-story fire station to be located at the corner of Clayton Street and Railroad Avenue, Dagsboro (with primary access on Railroad Avenue) which will be up to 26,000 square feet and contain room for additional firefighting and emergency equipment and training; and (2) pay issuance costs associated therewith. It is the intent of the Fire Department that the interest on the Bonds qualify for exclusion from gross income of the owners thereof for federal income tax purposes pursuant to Internal Revenue Code. Pursuant to the Code, interest on the Bonds will not qualify for exclusion from gross income of the owners thereof for federal income tax purposes unless the issuance of the bonds is approved by the applicable elected representative of a governmental unit with which the Fire Department has entered into an agreement, after a public hearing to consider the issuance of the Bonds has been conducted, following reasonable public notice. Mrs. Webb advised that the Fire Department declares its intent to use tax-exempt bonds to finance the capital costs of the Project; the maximum principal amount of the tax-exempt bonds is expected to be \$3,374,000. These bonds shall be an obligation of the Fire Company and shall never be a debt of the County; the County shall not be liable for any payment on such bonds. The County’s approval of the issuance of the Fire Department bonds will have no fiscal impact on the County.**

**Representatives of the Ellendale Fire Company were in attendance and presented information on the project. They stated that the purpose of the Proposed Resolution is so that this qualifies for the tax-exempt benefit which enables the lender to grant a much lower loan rate to the Fire Company. They also stated that once the new Fire Department site is operational, the Department plans to sell the old site to pay down the debt.**

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

**M 517 12  
Adopt  
R 016 12**

**A Motion was made by Mr. Cole, seconded by Mr. Phillips, to Adopt Resolution No. R 016 12 entitled “RESOLUTION APPROVING AGREEMENT TO PROVIDE FIREFIGHTING SERVICES AND APPROVING ISSUANCE OF CERTAIN BONDS OR NOTES BY THE DAGSBORO VOLUNTEER FIRE DEPARTMENT, INC.”**

**Motion Adopted: 5 Yeas.**

**M 517 12  
(continued)**

**Vote by Roll Call:** Mrs. Deaver, Yea; Mr. Cole, Yea;  
Mr. Phillips, Yea; Mr. Wilson, Yea;  
Mr. Vincent, Yea

**Draft  
Ordinance  
Relating to  
Council  
Meetings  
on Legal  
Holidays**

Mr. Lawson presented for discussion and possible introduction a Proposed Ordinance entitled “AN ORDINANCE TO AMEND CHAPTER 1 OF THE CODE OF SUSSEX COUNTY RELATING TO SUSSEX COUNTY COUNCIL MEETINGS THAT FALL ON LEGAL HOLIDAYS”.

Mr. Lawson stated that it has come to his attention that the first Council meeting for 2013 would fall on January 1, 2013, which is the New Year’s Day holiday and that Delaware Code requires the Council to meet on the first Tuesday in January for organizational purposes, unless otherwise provided by County Ordinance. Mr. Lawson noted that, currently, the County does not have an ordinance that gives the County the discretion to meet on another Tuesday other than the first Tuesday in January. The draft ordinance would give the County that discretion and the authority to schedule meetings outside of any legal holiday that may fall on a Tuesday.

Mrs. Deaver introduced the Proposed Ordinance entitled “AN ORDINANCE TO AMEND CHAPTER 1 OF THE CODE OF SUSSEX COUNTY RELATING TO SUSSEX COUNTY COUNCIL MEETINGS THAT FALL ON LEGAL HOLIDAYS”.

The Proposed Ordinance will be advertised for Public Hearing.

**Proposed  
Amendment  
to the  
2012  
Schedule**

Mr. Lawson proposed an amendment to the Council’s 2012 meeting schedule. He stated that, due to a clerical error, the Council’s 2012 meeting schedule discussed at the October 25, 2011 meeting and adopted at the November 1, 2011 meeting, did not list November 6, 2012 (Election Day), as a date that the Council will not meet.

**M 518 12  
Approve  
Amendment  
to the  
2012  
Schedule**

A Motion was made by Mr. Phillips, seconded by Mr. Wilson, that the Sussex County Council approves the amendment of the 2012 Council Schedule to insert Tuesday, November 6, 2012 as a date that the Council will not meet.

**Motion Adopted:** 5 Yeas.

**Vote by Roll Call:** Mrs. Deaver, Yea; Mr. Cole, Yea;  
Mr. Phillips, Yea; Mr. Wilson, Yea;  
Mr. Vincent, Yea

**Adminis-  
trator’s  
Report**

Mr. Lawson presented the following information in his Administrator’s Report:

1. Sussex County Emergency Operations Center Call Statistics – September

**Administrator's  
Report  
(continued)**

Attached please find the call statistics for the Fire and Ambulance Callboard for September 2012. There were 15,291 total calls handled in the month of September. Of those 9-1-1 calls in September, 76 percent were made from wireless phones.

**2. Advisory Committee on Aging and Adults with Physical Disabilities for Sussex County**

The Advisory Committee on Aging and Adults with Physical Disabilities for Sussex County will hold a Strategic Planning Workshop on Monday, October 15, 2012, at 1:00 p.m. at the Sussex County West Administrative Complex. The workshop is being held to discuss various aspects of the Committee's Strategic Plan. Attached is a copy of the agenda.

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

**Economic  
Develop-  
ment  
Incentives/  
Proposed  
Policy**

Mrs. Webb presented an additional concept for the County's Economic Development Fund Program, or specifically, funds being granted to qualifying businesses through the Economic Development Fund which currently exists. She stated that Administration feels that the current Economic Development package lacks options that are necessary to compete for new and existing businesses. Mrs. Webb noted that, in recent months, the County has been modifying its policy to make it more attractive and making it more accessible by placing it on the County's website.

Mrs. Webb reviewed a proposed policy entitled "Economic Development Fund – Grant":

**Purpose**

Certain funds appropriated to the Economic Development Fund may be granted as recommended by the Sussex County Economic Development Committee and authorized by the Sussex County Council for final approval.

This fund may be used for the following purposes:

1. Retention and expansion of an existing business.
2. Recruitment of new business.
3. Formation of a new business.

Grant funds may be used for the following activities:

1. Renovation, construction or capital improvements.
2. Purchasing equipment, buildings or land.
3. Relocation expenses.

**Economic Development Incentives/ Proposed Policy (continued)**

**Criteria**

The amount of grant assistance provided through the Economic Development Fund will be based upon the following:

1. Consistent with our current Economic Development strategies.
2. Number of jobs created or retained.
3. Quality of jobs created or retained.
4. Competitiveness of other offers from other locations under construction.
5. Overall economic impact of the project as measured by job creation and retention, private investment leverage, and DEDO participation.
6. Feasibility of the project as determined by the applicant's business plan and business history.

**Economic Development Committee – Grant**

The Committee will be responsible for reviewing proposals and making recommendations to the Sussex County Council for final approval. The Committee shall be composed of the following members:

1. Sussex County Administrator
2. Sussex County Finance Director
3. Sussex County Economic Development Director
4. Sussex County Attorney

Mrs. Webb advised that economic development funds would be appropriated by a grant and would be recommended by an Economic Development Committee to the Sussex County Council for final approval.

The Council discussed the proposal and a suggestion was made to expand the Committee to include someone from the private sector. It was noted that the County could possibly advertise to see if anyone is interested in participating. Additional comments included: new businesses being considered should not be in competition with existing businesses and businesses that are unique and long-term should be considered. Concern was expressed about the impact of higher school taxes on businesses and that the County should look to a solution to that. A question was raised regarding how the County will fund the grants.

No action was taken on the proposal.

**Millville SSD/ Contract 11-02/ Substantial Completion**

Michael Izzo, County Engineer, presented a proposal to grant Substantial Completion to Contract No. 11-02, Millville Sanitary Sewer District, Northwest Expansion – Whites Neck Road. The Notice to Proceed was issued on September 6, 2011 and Substantial Completion was effective September 25, 2012. Mr. Izzo noted that a Final Balancing Change Order will be brought to the Council for approval in the near future.



**M 519 12 Grant Substantial Completion/ Millville SSD/ Contract 11-02**      **A Motion was made by Mr. Phillips, seconded by Mr. Wilson, based upon the recommendation of the Engineering Consultants and the County Engineering Department, that the Sussex County Council grant Substantial Completion effective September 25, 2012 for Sussex County Contract No. 11-02, Millville Sanitary Sewer District, Northwest Expansion (White's Neck Road) to A.P. Croll & Son, Inc. and that final payment be made and any held retainage be released in accordance with the terms and conditions of the contract documents.**

**Motion Adopted:      5 Yeas.**

**Vote by Roll Call:      Mrs. Deaver, Yea; Mr. Cole, Yea;  
Mr. Phillips, Yea; Mr. Wilson, Yea;  
Mr. Vincent, Yea**

**Grant Request**      **Mrs. Webb presented a grant request for the Council's consideration.**

**M 520 12 Councilmanic Grant**      **A Motion was made by Mrs. Deaver, seconded by Mr. Wilson, to give \$3,000.00 (\$1,000.00 each from Mrs. Deaver's, Mr. Phillips' and Mr. Wilson's Councilmanic Grant Accounts) to The Way Home for program expenses.**

**Motion Adopted:      5 Yeas.**

**Vote by Roll Call:      Mrs. Deaver, Yea; Mr. Cole, Yea;  
Mr. Phillips, Yea; Mr. Wilson, Yea;  
Mr. Vincent, Yea**

**M 521 12 Recess and Go Into Executive Session**      **At 11:00 a.m., a Motion was made by Mr. Wilson, seconded by Mr. Phillips, to recess the Regular Session and to go into Executive Session for the purpose of discussing issues relating to land acquisition and pending/potential litigation.**

**Motion Adopted:      5 Yeas.**

**Vote by Roll Call:      Mrs. Deaver, Yea; Mr. Cole, Yea;  
Mr. Phillips, Yea; Mr. Wilson, Yea;  
Mr. Vincent, Yea**

**Executive Session**      **At 11:06 a.m., an Executive Session of the Sussex County Council was held in the Caucus Room of the Council Chambers for the purpose of discussing issues relating to land acquisition and pending/potential litigation. The Executive Session concluded at 11:25 a.m.**

**M 522 12 Reconvene Regular Session**      **At 11:27 a.m., a Motion was made by Mr. Wilson, seconded by Mr. Phillips to come out of Executive Session and to reconvene the Regular Session.**

**Motion Adopted:      5 Yeas.**

**M 522 12**  
**(continued)**

**Vote by Roll Call: Mrs. Deaver, Yea; Mr. Cole, Yea;  
Mr. Phillips, Yea; Mr. Wilson, Yea;  
Mr. Vincent, Yea**

**M 523 12**  
**Recess**

**At 11:28 a.m., a Motion was made by Mr. Wilson, seconded by Mr. Phillips, to recess until 1:30 p.m.**

**Motion Adopted: 5 Yeas.**

**Vote by Roll Call:** Mrs. Deaver, Yea; Mr. Cole, Yea;  
Mr. Phillips, Yea; Mr. Wilson, Yea;  
Mr. Vincent, Yea

**M 524 12**  
**Reconvене**

**At 1:33 p.m., a Motion was made by Mrs. Deaver, seconded by Mr. Phillips, to reconvene the Regular Session.**

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

**Vote by Roll Call: Mrs. Deaver, Yea; Mr. Cole, Yea;  
Mr. Phillips, Yea; Mr. Wilson, Absent;  
Mr. Vincent, Yea**

**Assistant County Attorney David Rutt was present in the place of County Attorney Everett Moore.**

**Mr. Wilson was not present during the afternoon session.**

**Public  
Hearing/  
C/Z  
No. 1721**

**A Public Hearing was held on the Proposed Ordinance entitled “AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A GR-RPC GENERAL RESIDENTIAL DISTRICT – RESIDENTIAL PLANNED COMMUNITY FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN BROADKILL HUNDRED, SUSSEX COUNTY, CONTAINING 154.90 ACRES, MORE OR LESS” (Change of Zone No. 1721) filed on behalf of Captain’s Way Development, LLC.**

**The Planning and Zoning Commission held a Public Hearing on this application on September 20, 2012 at which time action was deferred for further consideration.**

**See the minutes of the Planning and Zoning Commission dated September 20, 2012.**

**Lawrence Lank, Director of Planning and Zoning, read a summary of the Commission's Public Hearing.**

**Mr. Lank distributed Exhibit Books submitted by the Applicant.**

**Public  
Hearing/  
C/Z  
No. 1721  
(continued)**

The Council found that Preston Dyer and Scott Dailey of Captain's Way Development, LLC and Mark Davidson of Pennoni Associates, Inc. were present on behalf of the application. In their presentation, they stated that the application is for a GR-RPC for 154.9 acres – a 301 lot subdivision (Captain's Way); that the request includes 3 acres for a commercial use of convenience (within the 154.9 acres); that the property is already approved for 301 single family lots under the cluster ordinance with a minimum of 7,500 square foot lots; that the proposal will provide affordable work-force housing by converting an approved cluster subdivision into a manufactured housing community; that the property is located on Route 16, a major east-west corridor providing connection to the business centers in Sussex County; that the site has access to public transportation (DART); that the property is surrounded by a significant number of single and double-wide manufactured homes; that the approved record plan has an area for a DART bus pick up, a DART bus shelter, and a pull off area off of Route 16; that the application will incorporate the existing layout of 301 lots under the cluster subdivision approval; that the superior design elements required for the subdivision will be retained in the proposed project and therefore, it will have design ingenuity in the superior living environment (77 acres of open space – approximately 52% of the land area); that it is consistent with the Comprehensive Plan and all of the housing objectives in the Plan; that the project provides for home ownership of the individual mobile homes on a lot rent basis; that there will also be a proposal to allow individuals to lease the lot and the home as a package; that they propose a 26 acre buffer and they have contacted the Nature Conservancy and offered a conservation easement to them; that no answer has been received from the Nature Conservancy as of this date; that in order to meet the objectives of the Comprehensive Plan, the low to moderate income residents and tenants would not be in a position to bear the cost of the per acre disturbance and therefore, they have offered the conservation easement on the 26 acre buffer; that they do not propose any changes to the prior RPC application and all the plans have been approved by all the agencies; however, there will be one minor adjustment to the prior plan; that the minor adjustment is that they propose to relocate 5 lots within the subdivision to offer those areas the 100 foot buffer; that the manufactured housing community will contain a 100 foot wide buffer along the boundary to all adjoining properties; that this buffer serves as a separation to and protection for the adjoining lands in Ag Preservation and the Ponders Tract owned and managed by The Nature Conservancy; that the proposed density of the project is less than 2 units per acre; that no lots will be closer than 500 feet to Route 16; that DelDOT has approved the entrance design; that they propose a multi-modal path, sidewalks, and a bus shelter for school children; that there will be no lots located within any wetlands; that they propose 60 foot buffers from wetlands (branches); that no lots will have direct access to the State maintained roads; that water and sewer will be provided by Tidewater; that stormwater management has been approved by the Sussex Conservation District; that no fill will be brought onto the site; that sidewalks are proposed on one side of the street; that they are not asking for any bonus density; that homes in this project will be easier to

**Public  
Hearing/  
C/Z  
No. 1721  
(continued)**

**purchase than traditional homes; that the project will be a leased land community, which is strongly recommended in the Comprehensive Plan; that the project would meet 45% of median income; that the average cost per square foot of a manufactured home is less than half of a site-built home; that the County has a strong market for these units, considering the problem many local workforce members have affording local home prices; and that they propose a phasing plan with approximately 40 homes per phase.**

**Mr. Dailey reviewed financing options through an FHA purchase and a MHC purchase.**

**Mr. Dyer presented proposed Findings of Fact.**

**Public comments were heard.**

**There were no public comments in support of the application.**

**John Herbert, a resident of Orchard Road, was present and spoke in opposition to the project. He stated that Route 16 is a major thoroughfare; that the gas station in the area is a Conditional Use; that the area is not predominantly mobile homes; that there is a not a need for this type of development in the area; that New Market Village was created prior to zoning and there are currently 39 vacant lots in that park; that the area is an agriculture – conservation area; that he is concerned about what will be permitted in the commercial area of the project; that the project is out of character with the area; that the 26 acre buffer is not preservation of land and the Applicant will expect the Nature Conservancy to maintain it; that the project will not create jobs in Sussex County; that DART is not direct public transportation; that emergency response vehicles will have difficulty accessing the rear of the site; and that the proposed entrance is at a low spot of the road and not the safest place for an entrance.**

**In response to questions raised by the Council regarding the commercial portion of the property, Mr. Dyer stated that possible uses would be the sale of manufactured homes, storage, or a convenience store.**

**There were no additional comments and the Public Hearing was closed.**

**M 525 12  
Defer  
Action on  
C/Z  
No. 1721**

**A Motion was made by Mrs. Deaver, seconded by Mr. Cole, to defer action on Change of Zone No. 1721 filed on behalf of Captain's Way Development, LLC and to leave the record open for the Applicant to submit a list of potential uses for the commercial area of the proposed project.**

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

**Vote by Roll Call: Mrs. Deaver, Yea; Mr. Cole, Yea;  
Mr. Phillips, Absent; Mr. Wilson, Absent;  
Mr. Vincent, Yea**

**M 525 12** (Mr. Phillips was present during the Public Hearing but was not present  
(continued) during the vote as he left the room for a brief period of time.}

**Public** A Public Hearing was held on the Proposed Ordinance entitled “AN  
**Hearing/** **ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN**  
**C/U** **AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A SMALL**  
**No. 1945** **STORAGE FACILITY TO BE LOCATED ON A CERTAIN PARCEL OF**  
**LAND LYING AND BEING IN BROAD CREEK HUNDRED, SUSSEX**  
**COUNTY, CONTAINING 14,964 SQUARE FEET, MORE OR LESS”**  
**(Conditional Use No. 1945) filed on behalf of Alfonso Matos.**

The Planning and Zoning Commission held a Public Hearing on this application on September 20, 2012 at which time action was deferred for further consideration.

See the minutes of the Planning and Zoning Commission dated September 20, 2012.

Lawrence Lank, Director of Planning and Zoning, read a summary of the Commission’s Public Hearing.

The Council found that Alfonso and Miguel Matos were present on behalf of the application and they stated that they are proposing a small storage facility for boxes of canned food, electronics, and clothing that will be shipped to the Dominican Republic; that all storage will be inside in sealed containers; that there will be no retail sales conducted on the site; that the items will be delivered by trucks; that there are two entrances to the site, one from Route 20 and one from Cassell Lane; that they are aware that they must contact DelDOT for entrance approval; that this type of use is prominent in New York City; that they have owned the property for nine years; that the existing buildings will be remodeled and there will be an addition connecting the front and rear buildings; and that there will be no operations on Sundays.

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

**M 526 12** A Motion was made by Mr. Cole, seconded by Mrs. Deaver, to defer action  
**Defer** on Conditional Use No. 1945 and to leave the record open for submission of  
**Action** proposed conditions by the Applicant.  
**on C/U**

**No. 1945** Motion Adopted: 4 Yeas, 1 Absent.

Vote by Roll Call: Mrs. Deaver, Yea; Mr. Cole, Yea;  
Mr. Phillips, Yea; Mr. Wilson, Absent;  
Mr. Vincent, Yea

**M 527 12** A Motion was made by Mr. Cole, seconded by Mr. Phillips, to adjourn at  
**Adjourn** 3:27 p.m.

**M 527 12  
(continued)**

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

**Vote by Roll Call: Mrs. Deaver, Yea; Mr. Cole, Yea;  
Mr. Phillips, Yea; Mr. Wilson, Absent;  
Mr. Vincent, Yea**

**Respectfully submitted,**

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

DRAFT

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**Sussex County**  
DELAWARE  
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## **Memorandum**

TO: Sussex County Council  
The Honorable Michael H. Vincent, President  
The Honorable Samuel R. Wilson, Jr., Vice President  
The Honorable George B. Cole  
The Honorable Joan R. Deaver  
The Honorable Vance C. Phillips

FROM: Todd F. Lawson  
County Administrator

RE: ***PROPOSED ORDINANCE RELATING TO FEES CHARGED  
BY THE CLERK OF THE PEACE***

DATE: October 12, 2012

During Tuesday's Council meeting, we are scheduled to discuss and possibly introduce an ordinance relating to fees charged by the Clerk of the Peace to perform marriage ceremonies and civil unions.

Clerk of the Peace, George Parish has been engaged in a continuous dialogue with the Clerk of the Peace from both New Castle and Kent Counties in an attempt to achieve unanimity in the established fees by each Marriage Bureau in the State of Delaware.

The ordinance draft, as well as a memo from George Parish, is attached to provide additional information.

If you have any questions, please let me know.

TFL/kac

Attachments

pc: J. Everett Moore, Jr., Esquire  
Ms. Robin A. Griffith

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**SUSSEX COUNTY MARRIAGE BUREAU  
GEORGE S. PARISH  
CLERK OF THE PEACE**

**MEMORANDUM**

TO: Todd Lawson  
County Administrator

FROM: George S. Parish  
Clerk of the Peace

RE: United States active military personnel

DATE: March 30, 2012

There have been various administrative, financial and political factors impacting the level of fees established by each Marriage Bureau in the State of Delaware. The respective Clerks of the Peace have been engaged in a continuous dialogue in attempting to achieve unanimity in our established fees.

The New Castle County Clerk of the Peace, Kenneth Boulden, telephoned me on March 26, 2012 to inform me about some fee changes.

The following fee related issues were discussed during our telephone conversation.

- 1.) New Castle County and Kent County currently charge \$75 for marriage and civil union licenses for non-Delaware residents.
- 2.) New Castle County and Kent County will increase their fees to \$100 for marriage and civil union licenses for non-Delaware residents.
- 3.) Sussex County currently charges \$100 for marriage and civil union licenses for non-Delaware residents.
- 4.) All three counties will be charging \$100 for marriage and civil union licenses for non-Delaware residents.
- 5.) New Castle County and Kent County will be charging all United States active duty military personnel the Delaware resident fee for all services.
- 6.) Fee changes in New Castle County will be effective April 1, 2012.
- 7.) Fee changes in Kent County will be effective on or about April 15, 2012.

We endorse this meritorious proposition to extend Delaware resident fees to all active United States military personnel without regard to their legal residency. The proposition would apply to all Sussex County Marriage Bureau fees. This approach will provide an opportunity for the Sussex County Council to express its gratitude for our active military personnel.

This change will, undoubtedly, require an amendment to our existing Ordinance or a new Ordinance. Thank you in advance for your impending discussions with legal counsel.

If you should care to discuss any particulars, please do not hesitate to contact me.



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

AN ORDINANCE TO AMEND CHAPTER 62 OF THE CODE OF SUSSEX COUNTY RELATING TO FEES CHARGED BY THE CLERK OF THE PEACE TO PERFORM MARRIAGE CEREMONIES AND CIVIL UNIONS.

WHEREAS, Sussex County Code, Chapter 62, Article V, Section 62-16 currently establishes the fees to be charged by the Clerk of the Peace for performing marriage ceremonies, and

WHEREAS, this ordinance shall amend Section 62-16 by including the fees to be charged for civil unions and providing Delaware resident rates for all active United States military personnel.

NOW THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. Amend Sussex County Code, Chapter 62, Article, V, Section 62-16, Enumeration of Fees, by adding the underlined language as follows:

A. The fee for a marriage or civil union license issued by the Clerk of the Peace for Sussex County to a Delaware resident or any active United States military personnel, regardless of residency, shall be \$50 each.

B. The fee for providing a marriage or civil union license issued by the Clerk of the Peace for Sussex County to a non-Delaware resident shall be \$100 each.

C. The fee for providing a certified copy of a marriage or civil union license issued by the Clerk of the Peace for Sussex County shall be \$25 each.

D. The fee for conducting a Memorable Marriage or Civil Union Ceremony for a Delaware resident or any active United States military personnel, regardless of residency, in the office of the Clerk of the Peace for Sussex County, or on The Circle or any building fronting The Circle, shall be \$50.

E. The fee for conducting a Memorable Marriage or Civil Union Ceremony in the office of the Clerk of the Peace for Sussex County, or on The Circle or any building fronting The Circle, for a non-Delaware resident shall be \$100.

F. The fee for conducting a Memorable Marriage or Civil Union Ceremony outside of the office of the Clerk of the Peace for Sussex County for a Delaware resident or any active United States military personnel, regardless of residency, shall be \$75.

G. The fee for conducting a Memorable Marriage or Civil Union Ceremony outside of the office of the Clerk of the Peace for Sussex County for a non-Delaware resident shall be \$150.

H. The fee for performing a renewal of marriage or civil union vows ceremony in the office of the Clerk of the Peace for Sussex County, or on The Circle or any building fronting The Circle, for a Delaware resident or any active United States military personnel, regardless of residency, shall be \$50.

I. The fee for performing a renewal of marriage or civil union vows ceremony in the office of the Clerk of the Peace for Sussex County, or on The Circle or any building fronting The Circle, for a non-Delaware resident shall be \$100.

J. The fee for performing a renewal of marriage or civil union vows ceremony outside of the office of the Clerk of the Peace for Sussex County for a Delaware resident or any active United States military personnel, regardless of residency, shall be \$75.

K. The fee for performing a renewal of marriage or civil union vows ceremony outside of the office of the Clerk of the Peace for Sussex County for a non-Delaware resident shall be \$150.

Section 2. Effective Date. This Ordinance shall become effective on \_\_\_\_\_, 2012.

### Synopsis

This Ordinance sets the fees the Clerk of the Peace charges for marriage and civil union ceremonies for Delaware residents, non-residents and active United States military personnel.

No text is deleted. Additional text is underlined and in italics.

(Automated 8-97)

**LOAN RESOLUTION**  
(Public Bodies)A RESOLUTION OF THE Sussex County CouncilOF THE County Government

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS SEWER TREATMENT FOR THE OAK ORCHARD SANITARY SEWER DISTRICT

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the Sussex County Council

(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of \$6,182,000.00

pursuant to the provisions of the Title 9, Delaware Code; and**WHEREAS**, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:**NOW THEREFORE**, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legally permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the Government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities and replacement of short lived assets.
15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
17. To accept a grant in an amount not to exceed \$ 2,999,847.00

under the terms offered by the Government; that the President

and County Council of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee.

The vote was: Yeas \_\_\_\_\_ Nays 0 Absent 0

IN WITNESS WHEREOF, the County Council of the

Sussex County has duly adopted this resolution and caused it

to be executed by the officers below in duplicate on this 16th, 2012 day of October

(SEAL)

By Michael Vincent

Attest:

Title President, Sussex County Council

Title Robin Griffin, Clerk of County Council

### **CERTIFICATION TO BE EXECUTED AT LOAN CLOSING**

I, the undersigned, as Clerk of the Sussex County Council

hereby certify that the County Council of such Association is composed of

\_\_\_\_\_ members, of whom , \_\_\_\_\_ constituting a quorum, were present at a meeting thereof duly called and

held on the \_\_\_\_\_ day of \_\_\_\_\_ ; and that the foregoing resolution was adopted at such meeting

by the vote shown above, I further certify that as of \_\_\_\_\_ ,  
the date of closing of the loan from the United States Department of Agriculture, said resolution remains in effect and has not been rescinded  
or amended in any way.

Dated, this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Title Clerk of the County Council

(Automated 8-97)

**LOAN RESOLUTION**  
(Public Bodies)A RESOLUTION OF THE Sussex County CouncilOF THE County Government

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS SEWER TREATMENT FOR THE ANGOLA NECK SANITARY SEWER DISTRICT

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the Sussex County Council

(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of \$8,246,000.00

pursuant to the provisions of the Title 9, Delaware Code; and**WHEREAS**, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:**NOW THEREFORE**, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legally permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the Government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities and replacement of short lived assets.
15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
17. To accept a grant in an amount not to exceed \$ 3,772,000.00

under the terms offered by the Government; that the President

and County Council of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee.

The vote was: Yeas 5 Nays 0 Absent 0

IN WITNESS WHEREOF, the County Council of the

Sussex County has duly adopted this resolution and caused it

to be executed by the officers below in duplicate on this 16th, 2012 day of October

(SEAL)

By Michael Vincent

Attest:

Title President, Sussex County Council

Title Robin Griffin, Clerk of County Council

### **CERTIFICATION TO BE EXECUTED AT LOAN CLOSING**

I, the undersigned, as Clerk of the Sussex County Council

hereby certify that the County Council of such Association is composed of

\_\_\_\_\_ members, of whom , \_\_\_\_\_ constituting a quorum, were present at a meeting thereof duly called and

held on the \_\_\_\_\_ day of \_\_\_\_\_ ; and that the foregoing resolution was adopted at such meeting

by the vote shown above, I further certify that as of \_\_\_\_\_ ,  
the date of closing of the loan from the United States Department of Agriculture, said resolution remains in effect and has not been rescinded  
or amended in any way.

Dated, this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Title Clerk of the County Council





October 04, 2012

**FACT SHEET**

SUSSEX COUNTY PROJECT 81-04  
THE VILLAGES AT HERRING CREEK - PHASE 2  
AGREEMENT NO. 349 - 1

**DEVELOPER:**

Mr. Thomas Biggs  
The Villages At Herring Creek, L.L.C.  
323 East Rehoboth Avenue  
Rehoboth Beach, DE 19971

**LOCATION:**

South side of Road 279, Camp Arrowhead Road.

**SANITARY SEWER DISTRICT:**

Angola Neck Sanitary Sewer District

**TYPE AND SIZE DEVELOPMENT:**

22 single lot family dwellings residential

**SYSTEM CONNECTION CHARGES:**

\$80,146.00

**SANITARY SEWER APPROVAL:**

Sussex County Engineering Department Plan Approval  
06/22/12

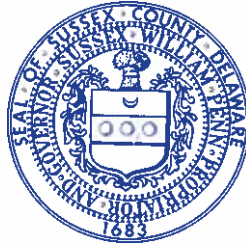
Department Of Natural Resources Plan Approval  
08/06/12

**SANITARY SEWER CONSTRUCTION DATA:**

Construction Days – 15  
Construction Admin And Construction Inspection Cost – \$10,656.00  
Proposed Construction Cost – \$71,040.00

**Sussex County  
Engineering Department**

MICHAEL A. IZZO, P.E.  
County Engineer



2 THE CIRCLE  
P.O. BOX 589  
GEORGETOWN, DELAWARE 19947

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

October 16, 2012

**PROPOSED MOTION**

BE IT MOVED THAT BASED UPON THE RECOMMENDATION OF THE SUSSEX COUNTY ENGINEERING DEPARTMENT, FOR SUSSEX COUNTY PROJECT NO. 81-04, AGREEMENT NO. 349-1, THAT THE SUSSEX COUNTY COUNCIL EXECUTE A CONSTRUCTION ADMINISTRATION AND CONSTRUCTION INSPECTION AGREEMENT BETWEEN SUSSEX COUNTY COUNCIL AND "THE VILLAGES AT HERRING CREEK, L.L.C.", FOR WASTEWATER FACILITIES TO BE CONSTRUCTED IN "THE VILLAGES AT HERRING CREEK PHASE 2", LOCATED IN THE ANGOLA NECK SANITARY SEWER DISTRICT.

ORDINANCE NO. 38  
AGREEMENT NO. 349-1

TODD LAWSON  
COUNTY ADMINISTRATOR

# ORIGINAL

**THIS AGREEMENT**, made this 1st day of November, 2011 between the **MID SUSSEX RESCUE SQUAD, INCORPORATED**, hereinafter called the "**LANDLORD**", and **SUSSEX COUNTY**, a Political Subdivision of the State of Delaware, hereinafter called the "**TENANT**",

The parties hereto, each intending to be legally bound hereby, do mutually covenant and agree as follows:

1. The Landlord hereby leases to the Tenant, subject to the conditions hereinafter expressed, a portion of the building owned by the Landlord and located on Indian Mission Road, Long Neck, Delaware, consisting of one general purpose room on the southeast side of the building, first floor, and garage space sufficient to house one paramedic response vehicle, as well as access to rest rooms, kitchen facilities, and other areas of the building as agreed to by the parties in a separate "Memorandum of Agreement" that is appended to this lease as a rider.
2. The lease shall commence on the 1st day of November, 2011 and shall continue for a period of one (1) year to the 31<sup>st</sup> day of October, 2012, unless modified by mutual agreement of both parties or by the Tenant giving the Landlord at least sixty (60) days notice of intent to terminate the lease. Tenant agrees to pay the Landlord a monthly rental of ONE THOUSAND FOUR HUNDRED DOLLARS (\$1,400.00), said monthly rental payment to be due and payable commencing on the 1<sup>st</sup> day of November, 2011 and continuing on the first day of each month thereafter during the entire term of this lease. The said monthly payment is to be sent to the official mailing address of the Landlord as stated in paragraph 15.
  - a. The monthly rental shall include the cost of electricity, heating, air conditioning, water, access/use of waste removal container, cable or satellite television and internet access and sewer services. The cost of telephone service for the leased portion of the building shall be borne solely by the Tenant.
  - b. In the event the Tenant desires to renew this lease beyond the stated, initial term, the request will be made to the Landlord Sixty (60) days prior to the end of the initial lease. At the time of renewal, all stipulations of this lease, including the amount of rent, shall be negotiated. Notification to the Landlord shall be mailed as defined in paragraph 15.

3. The Tenant, upon payment of the rent herein reserved, and upon performance of all the terms of this Lease, shall at all times during the term of this Lease and during any extension or renewal thereof peaceably and quietly enjoy and have the free and uninterrupted right of exclusive access and possession of the leased property without any disturbance from the Landlord or from any other person claiming through the Landlord.
4. It is expressly agreed and understood that the Tenant relies upon the General Assembly of the State of Delaware for the funding of the paramedic operations of Sussex County, Delaware, and should the General Assembly of Delaware or its designated oversight agency at any time fail to appropriate sufficient funds for the purpose of maintaining this lease, the Tenant's total liability under this lease shall be limited to the funds designated for this Lease by the County Council of Sussex County and the Tenant's obligation under this Lease shall immediately terminate when the funds available have been exhausted in making payments as provided for in this Lease.
5. **USE OF SERVICES:** The Tenant may use and occupy the leased premises 24 hours a day, seven days a week for pre-hospital emergency services and related operations. It is understood that the leased premises will be used as a station facility for personnel, equipment and vehicles to respond to emergency calls. Additionally, activities will take place on constant and consistent basis including the operation of electronic devices including computers and communications equipment, cleaning and minor maintenance of vehicles, crew rest, preparation and consumption of meals and other activities normally associated with pre-hospital emergency medical services operations. It is understood that the Tenant will exercise due care not to infringe upon or interfere with the Landlord's normal uses of the building as a rescue squad headquarters facility.
6. **LANDLORD SERVICES PROVIDED:** The Landlord shall provide ordinary repairs and maintenance to heating, air conditioning, electrical systems, water and hot water systems, plumbing fixtures, and structural repairs to the interior and exterior of the building.
  - a. The Landlord shall maintain and make all necessary repairs to the foundations, load bearing walls, roof, gutters, downspouts, exterior water and sewer lines, fixtures, glass and equipment on or associated with the leased premises, sidewalks and landscaping on or appurtenant to the building.

- b. Tenant shall maintain and keep the leased premises in good repair, free of refuse and rubbish.
- c. Tenant shall attend to the painting of and repairs to all interior surfaces, including walls, floors and ceilings.
- d. Notwithstanding the other provisions of this paragraph, any repairs and replacements necessitated by any act, omission or negligence of either party or its agents or servants shall be made at the expense of that party.
- e. Landlord shall keep the grounds surrounding the building mowed and trimmed to provide a kept appearance to the property.
- f. Landlord shall, within a reasonable time, remove or cause to be removed any snow accumulating in the parking lot area which would prevent adequate parking for the Tenant or its clients.

7. **INGRESS, EGRESS AND PARKING:** The Landlord shall maintain a clear thoroughfare for ingress/egress of Paramedic vehicles, a parking area for the paramedic vehicle inside the building, with direct access to a doorway facing the back parking area of the structure. This parking area shall be equipped with two 110v 30a shoreline power supplies for use on the paramedic vehicle when parked in the station. The Landlord shall maintain a minimum of six shared parking spaces for employees of the Tenant and Landlord, and shall permit the Tenant to install appropriate signs designating said spaces as reserved for its employees. One additional designated and signed parking space shall have an electric 110V 20 amp outdoor cord reel for maintaining a medic reserve truck on site. The Tenant shall pay for the initial install expense and any associated maintenance of the outdoor cord reel.

8. **SIGNS:**

- a. **EXTERIOR:** The Landlord shall permit the Tenant to install a sign on the exterior of the building in the area occupied by the Tenant, identifying the facility as a paramedic station. This sign shall be of similar size and design as that currently installed on the front of the building by the Landlord identifying it as a rescue squad station. The Tenant's sign must conform to any requirements under State, Federal, municipal or county law, rule or regulation, and shall be erected and removed upon termination of the lease at the Tenant's expense.
- b. **INTERIOR:** Signs or lettering installed by the Tenant on office doors shall be approved by the Landlord, and all expenses for installing and removing at the termination of the lease shall be the responsibility of the Tenant.

9. **ALTERATIONS:** Any alterations to the leased premises to be made by the Tenant shall be done only with the prior approval of the Landlord, which shall not be unreasonably withheld, and shall conform to the requirements of any applicable county, state or federal law, ordinance, rule or regulation. Any alterations to the leased premises made by the Tenant shall be maintained at all times by the Tenant in conformance with the terms hereof and shall be removed upon the expiration of the term of the Lease or its earlier termination at the option of the Landlord, provided Tenant repairs any damage done in connection with such removal. The Landlord reserves the right at any time to alter the building or add thereto, provided that such alteration does not materially affect the ability of the Tenant to use the leased portion of the premises for the intended purpose.
10. **PEACEABLE SURRENDER OF PREMISES:** At the expiration of this Lease, should the Tenant decide not to renew for an additional term, the Tenant shall surrender the leased premises in as good condition as it was at the beginning of the term, reasonable use and wear and damages by the elements excepted. Any personal property left upon the premises shall be deemed abandoned by the Tenant.
11. **LANDLORD'S INSPECTION:** The Landlord or his agents shall have the right to enter the leased premises at all reasonable times during normal business hours in order to examine it upon prior notice to Tenant and in the company of a representative of the Tenant. The Landlord's right of entry shall not be deemed to impose upon the Landlord any obligation, responsibility or liability for the care, supervision or repair of the leased premises other than as herein provided.
12. **FIRE:** If fire or other casualty to the rental unit occurs, thereby rendering the premises or appurtenances necessary to the use thereof partially or wholly unusable, the Tenant may:
- a. Immediately quit the premises and notify the Landlord in writing of the Tenant's election to quit within one (1) week after vacating, in which case the rental agreement shall terminate as of the date of such notice. If the Tenant fails to notify the Landlord of its intention to quit, the Tenant shall be liable for rent accruing to the date of the Landlord's actual knowledge of vacation, or impossibility of further occupancy; or,



- b. If continued occupancy is otherwise lawful, the Tenant may vacate any part of the premises rendered unusable by the fire or casualty, in which case the Tenant's liability for rent shall be prorated for that part of the premises which the Tenant continues to use and occupy.

13. **INSURANCE:** Through the term of this lease, the following insurance must be maintained:

- a. **Landlord's Property Insurance:** Landlord shall secure and maintain, at its own expense, all risk (special form) property insurance, which insures against direct physical loss of or damage to the building and any resulting loss of rental income, with limits sufficient to insure Landlord's interest therein.
- b. **Landlord's Commercial General Liability Insurance:** Landlord shall secure and maintain, at its own expense, commercial general liability insurance which insures against bodily injury, property damage, personal injury and advertising injury claims arising out of the ownership, maintenance or use of the premises or operations incidental thereto, with a combined single limit of \$1,000,000 per occurrence and a general aggregate limit of \$2,000,000.
- c. **Tenant's Property Insurance:** Tenant shall secure and maintain, at its own expense, all risk (special form) property insurance which insures against direct physical loss of or damage to Tenant's business personal property, including improvements and betterments, to the leased premises made at the Tenant's expense, with limits sufficient to insure the Tenant's interest therein.
- d. **Tenant's Commercial General Liability Insurance:** Tenant shall secure and maintain, at its own expense, commercial general liability insurance which insures against bodily injury, property damage, personal injury and advertising injury claims arising from the occupancy of the leased premises or operations incidental thereto, with a combined single limit of \$1,000,000 per occurrence and a general aggregate limit of \$2,000,000. Such insurance shall include the Landlord as an additional insured.
- e. **Waiver of Subrogation:** Landlord and Tenant waive any right of recovery from the other for any loss of or damage to the property of the other, to the extent of insurance recovery from the property insurance required above. Any deductible amount(s) shall be the sole responsibility of the party whose insurance policy requires such deductible.

**f. Indemnification:**

- i. To the extent permitted by law, the Tenant shall indemnify, defend and hold Landlord harmless from and against claims for bodily injury and property damage arising out of Tenant's occupancy of the leased premises or operations incidental thereto, unless such claims arise from the negligence of the Landlord.
- ii. To the extent permitted by law, the Landlord shall indemnify, defend and hold Tenant harmless from and against claims for bodily injury and property damage arising out of Landlord's ownership, maintenance or use of the premises or operations incidental thereto, unless such claims arise from the negligence of the Tenant.

14. **ARBITRATION:** Any controversy which may arise between the Landlord and the Tenant regarding the rights, duties or liabilities hereunder of either party may be settled by arbitration, if agreed upon by the parties. Such arbitration shall be before one disinterested arbitrator if one can be agreed upon; otherwise before three disinterested arbitrators, one named by the Landlord, one named by the Tenant, and one by the two thus chosen. The arbitrator or arbitrators shall determine the controversy in accordance with the laws of the State of Delaware as applied to the facts found by him or them.

15. **ADDRESSES:**

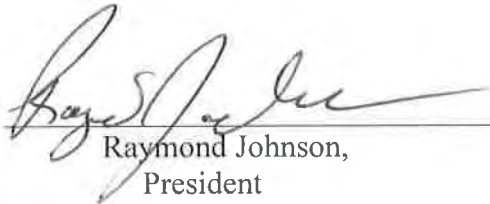
- a. The Landlord hereby designates its address as:
  - i. Mid Sussex Rescue Squad, Incorporated  
31738 Indian Mission Road  
Millsboro, DE 19966
- b. The Tenant designates its address as:
  - i. Sussex County Emergency Medical Services, P.O. Box 589,  
Georgetown, Delaware 19947

16. **RIDER OPTION:** A rider entitled "Memorandum of Agreement" is attached hereto and made a part hereof.



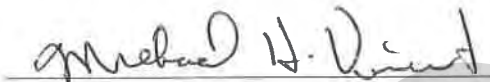
IN WITNESS WHEREOF, The Landlord and Tenant have caused this instrument to be signed by their proper officials.

**For the Mid Sussex Rescue Squad, Incorporated:**

  
\_\_\_\_\_  
Raymond Johnson,  
President


10-13-11  
\_\_\_\_\_  
Date


**For Sussex County, Delaware:**

  
\_\_\_\_\_  
Michael H. Vincent  
President, Sussex County Council

10/25/11  
\_\_\_\_\_  
Date

**Approved as to Form:**

  
\_\_\_\_\_  
J. Everett Moore, Jr., Esq.,  
County Attorney

  
\_\_\_\_\_  
Robin Griffith,  
Clerk of the County Council

10/27/11  
\_\_\_\_\_  
Date

10/25/11  
\_\_\_\_\_  
Date

**Memorandum of Agreement  
Between  
Sussex County Emergency Medical Services  
and  
Mid Sussex Rescue Squad, Inc.**

THE PARTIES NAMED HEREIN have agreed that Mid Sussex Rescue Squad (hereinafter referred to as "MSRS") will furnish to Sussex County Emergency Medical Services (hereinafter referred to as "SCEMS") space within their headquarters located on Indian Mission Road, Long Neck, Delaware, for the purpose of housing an Advanced Life Support response unit (hereinafter referred to as "Unit 106"), paramedic crew, and appurtenant storage facilities.

In support of this agreement, and with the intention of clarifying the responsibilities of members of both organizations, the parties have further agreed as follows:

- 1) SCEMS personnel assigned to Unit 106 will be responsible for maintenance and cleaning of the following:
  - a. All property owned or furnished by SCEMS
  - b. Those portions of the building used as office, crew and bathroom facilities by SCEMS personnel
  - c. Any closets or cabinets designated for use by SCEMS for storage
  - d. That portion of the garage used to house the ALS response unit
- 2) A separate, secure mail receiving box will be provided for SCEMS mail, both general and inter-departmental.
- 3) SCEMS crew areas, storage areas and mail boxes will not be accessible to anyone other than SCEMS personnel. Keys or access cards for all locks securing SCEMS areas or other property will be issued only to SCEMS personnel. SCEMS will be responsible for having these locks appropriately keyed, and for the distribution of keys.
- 4) MSRS will supply a master key for access to the building, and a remote garage door opener for the bay occupied by the ALS response unit. SCEMS will be responsible for having copies of the master key made for all its personnel, and for their distribution.
- 5) SCEMS personnel will not be responsible for maintenance of ramp, parking, or landscaped areas, except that, in the event of snow or icy conditions, SCEMS personnel will be expected to assist MSRS members with the hand work required to clear building edges of the driveway ramp, specifically that portion of the ramp used by the ALS response unit and sidewalks.
- 6) SCEMS will supply telephone lines to support its operations at no cost to MSRS.

- 7) SCEMS personnel will not be responsible for answering MSRS phone lines or radios; MSRS personnel will not be responsible for answering SCEMS phone lines or radios.
- 8) MSRS shall notify SCEMS a minimum of 24 hours prior to an event taking place that would displace the location of the medic unit within the station.
- 9) SCEMS will maintain on site a recycling container. MSRS shall have access/use of the recycling container.
- 10) SCEMS and Sussex County Government have explicit policies forbidding both discrimination in any form and sexual harassment in the workplace. MSRS and SCEMS agree that any materials, including, but not limited to, magazines, videos, other printed materials, or other materials that may become available via cable television or other electronic means, which discriminate against any person or group, or which create a hostile workplace due to explicit or implicit sexual content, will not be placed or exhibited in the station.
- 11) SCEMS is committed to providing a tobacco-free workplace for its employees, and has explicit policies regarding the use of tobacco products. MSRS agrees that the station will remain a smoke-free facility for the duration of this agreement.
- 12) Modifications to this memorandum shall be mutually agreed upon by both parties, and may be made at any time during the period of the lease agreement. Ninety (90) days prior to the date of termination of the lease agreement, this memorandum will be reviewed by both parties at which time revisions may be suggested by either party and incorporated as mutually agreed.
- 13) This memorandum shall continue in effect for the entire period of the lease agreement.

**From:** Corey Field [mailto:cfield@midsussexrescuesquad.com]  
**Sent:** Friday, August 26, 2011 11:43 AM  
**To:** Robert Stuart  
**Subject:** Mid-Sussex Lease

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August 26, 2011

Mr. Bob Stuart,

The Board of Directors of Mid Sussex Rescue Squad has decided that we will not renew your lease come October 31, 2012. We will honor one more year of your lease to provide the county time to find a new building to house your unit and employees. Mid Sussex has grown over the years and is now in need of facilities for the paid personal and volunteers. If you should have any questions please feel free to contact President Raymond Johnson at the station or on his cell.

Secretary Corey Field  
Mid-Sussex Rescue Squad  
31738 Indian Mission Rd  
Millsboro, DE 19966  
Phone: 302-945-2680  
Fax: 302-945-2845  
Cell: 302-381-4552

## **ADDENDUM TO LEASE AGREEMENT**

THIS ADDENDUM TO LEASE AGREEMENT (hereinafter "Addendum") is made this \_\_\_\_ day of \_\_\_\_\_, in the year of 2012, between MID SUSSEX RESCUE SQUAD, INCORPORATED, a corporation of the State of Delaware, with an address of 31738 Indian Mission Road, Millsboro, DE 19966, hereinafter referred to as "Landlord,"

-AND-

SUSSEX COUNTY, a political subdivision of the State of Delaware, with an address of P.O. Box 589, Georgetown, Delaware 19947, hereinafter referred to as "Tenant."

WHEREAS, the parties hereto entered into an Agreement dated November 1, 2011 wherein Landlord agreed to lease to Tenant a portion of the building located at 31738 Indian Mission Road, Millsboro, DE 19966, said leased premises consisting of one general purpose room on the southeast side of the building, first floor, and garage space sufficient to house one paramedic response vehicle, as well as access to rest rooms, kitchen facilities, and other areas of the building as agreed to by the parties in the Memorandum of Agreement which is attached to the original lease Agreement and made a part thereof; and

WHEREAS, on August 26, 2011, Landlord sent Tenant notice that it would not renew the lease upon its expiration on October 31, 2012; and

WHEREAS, Tenant is in the process of acquiring land and constructing an EMS station to house Station 106 but will require additional time to complete construction; and

WHEREAS, in order to accommodate the Tenant's construction schedule and despite the Landlord's August 26, 2011 notice not to renew, Landlord desires to extend the lease Agreement with Tenant for a period of six (6) months from the original October 31, 2012 expiration date upon the same terms and conditions contained in the lease Agreement, and, if necessary, on a month-to-month basis thereafter under the same terms and conditions except that Tenant shall pay additional rent of Five Hundred Dollars (\$500.00) per month during the month-to-month tenancy; and

WHEREAS, Tenant desires to enter into an extension of the lease Agreement for the additional time period and on the terms aforesaid; and

WHEREAS, the parties hereto desire to enter into this Addendum to set forth their mutual obligations to each other.

NOW, THEREFORE, in consideration of the premises and mutual representations, warranties and covenants herein contained, the parties hereto hereby agree as follows:

In order to allow Tenant additional time to complete construction of a new Station 106 on other premises, the first paragraph of numbered paragraph 2 of the lease Agreement is hereby amended to extend the initial lease term for an additional six (6) months until midnight on April 30, 2013. The first paragraph of numbered paragraph 2 is hereby deleted in its entirety and the following is inserted in its place and stead:

"The lease shall commence on the 1<sup>st</sup> day of November, 2011 and shall continue for a period one and one half (1 ½) years until midnight on the 30<sup>th</sup> day of April, 2013, unless modified by mutual agreement of both parties or by the Tenant giving the Landlord at least sixty (60) days' notice of its intent to terminate the lease prior to expiration of this initial term. Tenant agrees to pay the Landlord a monthly rental of One Thousand Four Hundred Dollars (\$1,400.00), said monthly rental payment to be due and payable commencing on the 1<sup>st</sup> day of November, 2011 and continuing on the first day of each month thereafter during the entire term of this lease. The said monthly payment is to be sent to the official mailing address of the Landlord as stated in paragraph 15."

Subject to certain restrictions, subparagraph 2.b. is hereby amended to allow Tenant to remain in possession of the premises on a month-to-month basis after the expiration of the initial lease term if construction of Tenant's new Station 106 building has not been completed by April 30, 2013. Subparagraph 2.b. is hereby deleted in its entirety and the following is inserted in its place and stead:

"b. If the construction of Tenant's new Station 106 in Long Neck, DE is not completed by April 30, 2013, Tenant shall be permitted to remain in possession of the leased premises on a month-to-month basis until such construction is completed if Tenant provides Landlord with at least thirty (30) days' written notice prior to the expiration of the initial lease term.

- i. In the event Tenant remains in possession on a month-to-month basis as described herein, Tenant shall pay to Landlord an additional Five Hundred Dollars (\$500.00) per month in rent until Tenant vacates the premises. All other terms and conditions of this lease Agreement shall remain in full force and effect during the month-to-month tenancy unless modified by mutual agreement of both parties. If Tenant vacates prior to the end of a calendar month, Landlord shall pro-rate the rent from the first of the month through the date Tenant relinquishes possession and shall refund to Tenant rent tendered to Landlord for the number of days remaining in the month in which Tenant was not in actual possession.
- ii. The month-to-month tenancy shall automatically renew each month; however, Tenant may terminate the tenancy at any time after April 30, 2013 by providing thirty (30) days' written notice thereof to Landlord. In the event Tenant remains in possession of the premises on a month-to-month basis for more than two (2)

months beyond the initial lease termination date of April 30, 2013, Landlord shall have the option of terminating the tenancy thereafter upon providing Tenant with at least sixty (60) days' written notice of its intent to do so."

All other terms and conditions of the lease Agreement shall remain in full force and effect throughout the extension of the lease term as set forth herein.

This Addendum shall be incorporated into the original lease Agreement and made a part thereof as though fully set forth therein.

IN WITNESS WHEREOF, the parties, through their authorized officers, have executed this Addendum on the respective dates below.

**LANDLORD:**

MID SUSSEX RESCUE SQUAD,  
INCORPORATED

\_\_\_\_\_  
Date

By: \_\_\_\_\_ (SEAL)  
Raymond Johnson, President

Attest: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Print Name and Title

**TENANT:**

SUSSEX COUNTY COUNCIL

\_\_\_\_\_  
Date

By: \_\_\_\_\_ (SEAL)  
Michael H. Vincent, President

Attest: \_\_\_\_\_ (SEAL)  
Robin Griffith, Clerk of the  
County Council

**Approved as to Form:**

\_\_\_\_\_  
J. Everett Moore, Jr., Esquire  
Sussex County Attorney

\_\_\_\_\_  
Date



October 4, 2012

Sussex County Council  
Post Office Box 589  
Georgetown, DE 19947

Dear Councilmen:

I am writing to you on behalf of the Delaware Express U12 Fastpitch Softball Team. Our team is comprised of young ladies who live throughout the County. We are a very competitive team and enjoy competing in tournaments ranging from \$350 to \$450 each. We are requesting a donation from the County to help cover the cost of these tournaments. Any amount that you could give us will be greatly appreciated.

The Delaware Express organization is a 501C3 youth non-profit organization using softball as an avenue to create good citizens and build character and teamwork for the youth.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Gray", with a long, sweeping flourish extending to the right.

Scott Gray, Coach  
Danny Aguilar, Manager  
Scott Petty, Coach  
Larry Zuchelli, Coach

26480 Old Carriage Road  
Seaford, DE 19973



### Wreaths and Trees

Please fill out form to sponsor a beautiful decorated wreath or tree. We will deliver the wreath or tree to your designated destination or you may pick it up if you prefer. Just let us know. Thank you for your support of CHEER.

#### **Wreath Sponsor:**

\_\_\_\_\_ 36 inch \$125    \_\_\_\_\_ 24 inch \$100

#### **Tree Sponsor:**

\_\_\_\_\_ 6½' \$400    \_\_\_\_\_ 4½' \$225    \_\_\_\_\_ 3' \$125

### Wreath/Tree Sponsorship Information

Sponsor's Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone \_\_\_\_\_

Email \_\_\_\_\_

### Destination Information

Destination \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone \_\_\_\_\_

Email \_\_\_\_\_

Make checks payable CHEER, Inc.

**CHEER, Inc.**

546 S. Bedford St., Ext.

Georgetown, DE 19947

Attn: Dave Tidwell

# Deck The Halls



**With Christmas CHEER**

## ***Tree and Wreath Sponsorships With Silent and Live Auction***

***Friday, November 30, 2012***

***Dinner with Silent  
and Live Auction***

***\$25.00—Ticketed Event  
From 6 to 9 p.m.***

***Saturday, December 1, 2012***

***9 a.m. to 2 p.m.***

***Free Admission Open to Public***

***CHEER Community Center  
20520 Sand Hill Road  
Georgetown, DE***

**LAUREL MIDDLE SCHOOL**  
**"A Culture of High Performance Teaching and Learning"**

801 South Central Avenue

Laurel, Delaware 19956

Phone: (302) 875-6110

fax: (302) 875-6148

*Ann F. Lewis, Principal*

*Leroy M. Travers, Assistant Principal*

9/28/2012

*Nicole Ingley / Brandon Noelle*

*Laurel Middle School*

*801 South Central Ave.*

*Dear Sir or Madam,*

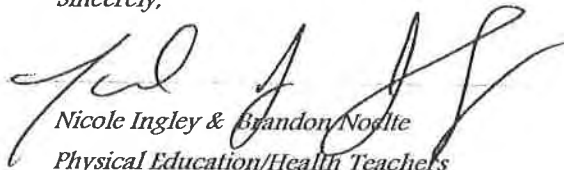
*Good afternoon! On October 26<sup>th</sup> from 9 – 2:30 the Laurel Middle School will be hosting the "9<sup>th</sup> Annual Laurel Middle School Red Ribbon Fall Festival." Red Ribbon week symbolizes Drug Awareness..*

*Throughout the week our students will be educated on the importance of being DRUG FREE. As a school, we feel it is important to spread this word throughout our community, and what better way than through fun. The day will be full of physical activities, games, and food which will bring the community closer together and at the same time spread the word that drugs have no part in our student's lives. The Red Ribbon message will be heard loud and clear to over 700 students of Laurel Middle and Intermediate Schools.*

*Our middle school would like to take this opportunity to again thank you for your generous donation at last year's event.. Last year's carnival was the most successful to date. We are asking for your support again in order to have another successful event.*

*I thank you for your time and I hope to hear from you soon. I can be reached Monday– Friday 7:30 – 3:00. Cash donations are welcomed. Please make checks payable to Laurel Middle School. No gift is to small.*

*Sincerely,*



*Nicole Ingley & Brandon Noelle*  
*Physical Education/Health Teachers*

*Laurel Middle School*

**LMS MISSION:** Working with families and the community, Laurel Middle School will prepare students for academic, personal and future success in a safe and challenging environment.