

Sussex County Council Public/Media Packet

MEETING: March 14, 2017

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Sussex County Council

The Circle | PO Box 589
Georgetown, DE 19947
(302) 855-7743

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



2 THE CIRCLE | PO BOX 589 GEORGETOWN, DE 19947 (302) 855-7743 T (302) 855-7749 F sussexcountyde.gov ROBIN GRIFFITH CLERK

AGENDA

MARCH 14, 2017

10:00 A.M.

Call to Order

Approval of Agenda

Approval of Minutes

Reading of Correspondence

Public Comments

Consent Agenda

- Wastewater Agreement No. 917-1 Sussex County Project No. 81-04 Ingram Village – Phase 2 Ellendale Sanitary Sewer District
- 2. Wastewater Agreement No. 378-7
 Sussex County Project No. 81-04
 Warrington Creek Phase 6 (AKA Sawgrass South)
 West Rehoboth Expansion of the Dewey Beach Sanitary Sewer District

Todd Lawson, County Administrator

- 1. Report on Land Acquisition and Industrial Park Expansion
- 2. Update and Discussion on Comprehensive Land Use Plan Workshop
- 3. Administrator's Report

Gina Jennings, Finance Director

1. Extension of Broker Services and Insurance Agreement



Jim Hickin, Director of Airport and Industrial Park

1. Aviation Avenue T-Hangar Lease and Rates

Hans Medlarz, County Engineer

- 1. Sussex County Landfills Professional Services
 - A. Reaffirmation of Professional Service Consultant
 - B. FY 2018 Scope of Services
- 2. Authorization to Retain Previous Engineer of Record for Georgetown Airport Center, LLC
- 3. Pump Station #210 Improvements, Project 15-07
 - A. Final Balancing Change Order and Substantial Completion

Grant Requests

- 1. John M. Clayton Elementary School for Student Mentoring Program
- 2. Friends of the Georgetown Public Library for 5K Race/Walk Fundraiser

Introduction of Proposed Zoning Ordinances

Council Members' Comments

11:30 a.m. Luncheon & Discussion - Sussex Conservation District

Location: CHEER Center, Georgetown

1:30 p.m. Public Hearings

Conditional Use No. 2065 filed on behalf of Keith Properties, Inc.

"AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A MR MEDIUM DENSITY RESIDENTIAL DISTRICT AND A B-1 NEIGHBORHOOD BUSINESS DISTRICT FOR A CRAFT DISTILLERY TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 1.22 ACRES, MORE OR LESS" (lying at the southwest corner of Lighthouse Road (Route 54) and Fenwick Shoals Blvd.) (Tax I.D. No. 533-19.00-753.00) (911 Address: 38016 Fenwick Shoals Blvd., Selbyville)

<u>Change of Zone No. 1812 filed on behalf of Oxford Chase Development Corp.</u> c/o Howard Crossan

"AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A CR-1 COMMERCIAL RESIDENTIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN BROADKILL HUNDRED, SUSSEX COUNTY, CONTAINING 2.98 ACRES, MORE OR LESS" (located at the southeast corner of Lewes-Georgetown Highway (Route 9) and Fisher Road (Road 262) (Tax I. D. No. 235-30.00-50.00 (Part of)) (911 Address: None Available)

Change of Zone No. 1813 filed on behalf of Delaware Animal Products, LLC "AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM A LI-1 LIMITED INDUSTRIAL DISTRICT TO A LI-2 LIGHT INDUSTRIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN NORTHWEST FORK HUNDRED, SUSSEX COUNTY, CONTAINING 13.604 ACRES, MORE OR LESS" (located on the south side of Redden Road (Route 40) approximately 1,192 feet east of Sussex Highway (U.S. Route 13) (Tax I.D. No. 131-11.00-6.00) (911 Address: 9174 Redden Road, Bridgeville)

Adjourn

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

In accordance with 29 <u>Del. C.</u> §10004(e)(2), this Agenda was posted on March 7, 2017, at 5:00 p.m., and at least seven (7) days in advance of the meeting.

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

Agenda items listed may be considered out of sequence.

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SUSSEX COUNTY COUNCIL - GEORGETOWN, DELAWARE, MARCH 7, 2017

A regularly scheduled meeting of the Sussex County Council was held on Tuesday, March 7, 2017, at 10:00 a.m., in the Council Chambers, Sussex County Administrative Office Building, Georgetown, Delaware, with the following present:

Michael H. Vincent
George B. Cole
Robert B. Arlett
Irwin G. Burton III
Samuel R. Wilson Jr.

President
Vice President
Councilman
Councilman
Councilman

Todd F. Lawson
Gina A. Jennings
J. Everett Moore Jr.

County Administrator
Finance Director
County Attorney

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

Call to

Order Mr. Vincent called the meeting to order.

M 088 17 Amend and Approve

Agenda

A Motion was made by Mr. Arlett, seconded by Mr. Cole, to amend the Agenda by deleting "Recognition of Former Clerk of the Peace John Brady" and to approve the Agenda, as amended.

Motion Adopted: 5 Yeas.

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

Mr. Wilson, Yea; Mr. Cole, Yea;

Mr. Vincent, Yea

The amended minutes of February 7, 2017 were approved by consent.

Minutes The minutes of February 21, 2017 were approved by consent.

Mr. Moore read the following correspondence:

Correspondence

SUSSEX FAMILY YMCA, REHOBOTH BEACH, DELAWARE.

RE: Letter in appreciation of grant.

Mr. Cole referenced an email he received pertaining to improving recreational opportunities in Sussex County, i.e. putting a golf course at Henlopen State Park.

Public Comments

Public Comments

Dan Kramer referenced the Sussex County Code and the scheduled hearing on this date on Conditional Use No. 2073 filed on behalf of Delmarva Power

(continued) and Light Company.

M 089 17 Approve Consent Agenda A Motion was made by Mr. Arlett, seconded by Mr. Cole, to approve the following items listed under the Consent Agenda:

Wastewater Agreement No. 638-11 Sussex County Project No. 81-04 The Estuary Amenities Area Miller Creek Sanitary Sewer District

Wastewater Agreement No. 634-2 Sussex County Project No. 81-04 Waters Run – Phase 2A and 2B Fenwick Island Sanitary Sewer District

Wastewater Agreement No. 878-1 Sussex County Project No. 81-04 DRC Properties, LLC – Phase 1B Fenwick Island Sanitary Sewer District

Motion Adopted: 5 Yeas.

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

Mr. Wilson, Yea; Mr. Cole, Yea;

Mr. Vincent, Yea

First Quarter Recognition Awards Mr. Lawson recommended, and the Council agreed, to move forward on the Agenda to the First Quarter Employee Recognition Awards.

Mrs. Jennings reported that the County recognizes employees for exceptional service and that a total of fifteen (15) employees received recognition for the First Quarter of 2017. Mrs. Jennings announced that three employees received special recognition for the First Quarter of 2017. Kathleen McFadden, Library Department/Bookmobile, was selected to receive the First Quarter Customer Service Award, and two employees received Honorable Mention: Chip Stevenson in Emergency Operations and Bob Stuart in Emergency Medical Services.

State/ County Finance and Revenue Committee Mr. Lawson provided an update on the State/County Finance and Revenue Committee which is reviewing the current budget situation with the State. He reported that, on February 22nd, representatives of all three counties met with Governor Carney and his staff to discuss the budget situation. Mr. Lawson referenced the outgoing Governor's proposed budget and he noted that Governor Carney plans to introduce his budget on March 23rd. Mr. Lawson commented on discussions with the Governor and he noted that the Governor is looking at all options and is asking for assistance and ideas. He also noted that the Governor is not looking to the municipalities to solve the budget woes of the State. Mr. Lawson also commented on reassessment, which is being discussed at the State level. He noted that

State/ County Finance and Revenue Committee (continued) reassessment would cost Sussex County \$9 million and that it would take several years to complete. Additionally, Mr. Lawson referenced potential impacts on paramedic and library funding, as well as a potential change in the senior tax credit.

Mr. Cole raised questions about reassessment. Mr. Moore stated that he will prepare a memo to Council regarding reassessment (based on State Law) and how it would take place.

Administrator's Report

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

1. Delaware State Police Activity Reports

The Delaware State Police year-to-date activity reports for December 2016 and January 2017 are 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 193 troopers assigned to Sussex County for the month of December and 190 troopers for the month of January.

2. Project Receiving Substantial Completion

Per the attached Engineering Department Fact Sheet, Bay Forest Club – Phase 4.4 (construction record) received Substantial Completion effective March 1st.

3. Mulberry Knoll Area Sewer District Public Hearing

Please be advised there will be a Public Hearing on the Mulberry Knoll Area sewer boundary on Saturday, March 11, 2017, at 10:00 a.m. The hearing will be held at Metropolitan Community Church, 19369 Plantations Road, Rehoboth Beach, Delaware. Sussex County staff will provide a PowerPoint presentation explaining the project, the estimated rates, and the proposed boundary. Residents will have the opportunity to ask questions and request possible adjustments to the boundary.

4. Sussex County Comprehensive Land Use Plan Workshop

Please be advised the Sussex County Planning and Zoning Commission will host its first Comprehensive Land Use Plan Workshop tomorrow, Wednesday, March 8, 2017, at 10:00 a.m. The workshop is open to the public and will take place in the County Council Chambers located in the Administrative Offices building at 2 The Circle. A copy of the agenda is attached and can be reviewed online at www.sussexplan.com.

Administrator's Report (continued)

5. S. Roxanne Merz

It is with sadness that we note the passing of County pensioner S. Roxanne "Roxy" Merz on Thursday, February 16th. Roxy began her career with Sussex County in November 1986 as a Secretary and retired from the South Coastal Regional Wastewater Facility as a Clerk III Technician in November 2016 with 30 years of service. We would like to extend our condolences to the Merz family.

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

Public
Hearing/
Sussex
Consortium
School/
Sewer
District
Boundary

Expansion

A Public Hearing was held on the proposed boundary extension of the Sussex County Unified Sanitary Sewer District (West Rehoboth Area) to include the Sussex Consortium School project consisting of 24.82± acres.

John Ashman, Director of Utility Planning, reported that this extension request was presented by Davis, Bowen & Friedel, Inc. on behalf of the Cape Henlopen School District. The project will be responsible for System Connection Charges of \$5,775.00 per EDU based on current rates. Mr. Ashman reported that the Engineering Department has received no calls or comments in support of or in opposition to the proposed annexation.

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

M 090 17 Adopt R 008 17 A Motion was made by Mr. Arlett, seconded by Mr. Wilson, to Adopt Resolution No. R 008 17 entitled "A RESOLUTION TO EXTEND THE BOUNDARY OF THE SUSSEX COUNTY UNIFIED SANITARY SEWER DISTRICT (SCUSSD) WEST REHOBOTH AREA, TO INCLUDE A PROPERTY SITUATED ON THE SOUTH SIDE OF COUNTY ROAD 261 (SWEETBRIAR ROAD). THE PARCEL IS LOCATED IN THE BROADKILL HUNDRED, SUSSEX COUNTY, DELAWARE AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, IN AND FOR SUSSEX COUNTY, DELAWARE".

Motion Adopted: 5 Yeas.

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

Mr. Wilson, Yea; Mr. Cole, Yea;

Mr. Vincent, Yea

Pension Committee Appointment

Mrs. Jennings recommended renewing the term of Kathleen Ryan on the Pension Committee. Ms. Ryan was originally appointed in 2014 to complete the term of a previous member.

M 091 17 Appointment A Motion was made by Mr. Wilson, seconded by Mr. Arlett, that the Sussex County Council reappoints Kathleen Ryan to the Sussex County Pension Committee for a term of four years, ending March 2021.

M 091 17 (continued)

Motion Adopted: 5 Yeas.

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

Mr. Wilson, Yea; Mr. Cole, Yea;

Mr. Vincent, Yea

Quarterly Pension and OBEB Funds Update and Recommendations Mrs. Jennings presented the quarterly update on the Pension and OPEB funds. The market value of the Pension Fund as of December 31, 2016 was \$77,665,280 reflecting a Fourth Quarter return of 1.5% and a 7.5% return for the year. This rate of return out-performed the set rate of return assumption (7.25%).

The market value of the OPEB (Benefits) Fund was \$32,798,392 reflecting a Fourth Quarter gain of 0.9%, and a 6.9% return for the year. Mrs. Jennings noted that this return is lower than the assumed rate of return and the Pension Committee has made a recommendation to make some adjustments to bring the return rate up. Mrs. Jennings reported that the current portfolio has two active equity managers, MFS Low Volatility Global Equity and American Funds International Growth & Income; both are defensive managers and perform better in a down market. She also reported that the Committee is looking for diversification and Artisan Global Opportunities and Dodge & Cox Global Stocks were compared and considered. Mrs. Jennings presented the recommended allocations which would add two managers that offset the defensive nature of Vanguard Total International Stock Index, removes a manager that has underperformed the index in the last quarter; and reallocates funds from domestic equities to international equities to align with the Committee's adopted targets in the investment policy statement:

Vanguard Institutional Index	35.0%
Vanguard Mid Cap Value Index	6.7%
Vanguard Small Cap Value Index	3.3%
MFS Low Volatility	6.3%
American Funds International Growth	0.0%
Vanguard Total International Stock Index	7.6%
Wilmington Trust Fixed Income	33.2%
Cash	0.9%
Artesian Global Opportunities	3.5%
Dodge & Cox Global Stock	3.5%

M 092 17 Reallocate OPEB Funds

A Motion was made by Mr. Arlett, seconded by Mr. Wilson, that the Sussex County Council, based on the recommendation of the Pension Committee and Peirce Park Group, reallocates the OPEB funds, as presented.

Motion Adopted: 5 Yeas.

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

Mr. Wilson, Yea; Mr. Cole, Yea;

Mr. Vincent, Yea

ACS Contract Extension Request Scott Dailey, Recorder of Deeds, presented a request to extend the County's contract for document management software titled Information Technology Products and Services, dated March 26, 2012. The agreement was made between ACS Enterprise Solutions, LLC and Sussex County for the office of the Recorder of Deeds. Mr. Dailey stated that, due to the back-scanning project not scheduled to be completed until after the expiration of the agreement; he recommends a one year extension of the current agreement. He noted that the County would be able to terminate the contract for any reason on 30 days' notice.

Mr. Dailey also requested permission to release a Request for Proposals (RFP) for new document management software. He noted that the software the office currently uses is out of date.

M 093 17 Approve Contract Extension/ ACS Enterprise Solutions A Motion was made by Mr. Cole, seconded by Mr. Arlett, that the Sussex County Council approves an extension of the Recorder of Deeds' contract with ACS Enterprise Solutions, LLC which will allow the County to terminate the agreement within 30 days' notice, allowing the Recorder of Deeds to issue a Request for Proposals for a new document management contract.

Motion Adopted: 5 Yeas.

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

Mr. Wilson, Yea; Mr. Cole, Yea;

Mr. Vincent, Yea

Landfills Maintenance Contract Hans Medlarz, County Engineer, reported on the bid results for a landfill site maintenance contract, a five-year contract proposal that includes maintaining pathways accessing the groundwater monitoring wells installed at, or near the sites. Mr. Medlarz reported that five bids were received and that the lowest responsive bidder was William F. Betts II, with a base bid of \$18,900.00 for work in 2017, which decreases to \$18,200.00 for the subsequent years. Additionally, the alternate bid of \$18,990.00 includes the provision of crusher run, topping stone and filter fabric, if necessary.

M 094 17 Award Bid/ Landfills Maintenance Contract A Motion was made by Mr. Arlett, seconded by Mr. Wilson, based upon the recommendation of the Engineering Department, that the Base Bid and Alternate Bid for Contract #17-13, Sussex County Landfills 2017 Site Maintenance, be awarded to William Betts of Milton in the amount of \$18,900.00 and \$18,990.00 respectively, for an up-to-five year contract at the discretion of the Engineering Department, based on performance.

Motion Adopted: 5 Yeas.

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

Mr. Wilson, Yea; Mr. Cole, Yea;

Mr. Vincent, Yea

Fencing Services

Hans Medlarz, County Engineer, presented the bid results for a one year fencing services agreement, with a possible renewal for up to five years. Mr. Medlarz noted that, each year, fencing services are solicited on multiple occasions for fence installation and repairs at various County owned properties and that many of the properties' existing fence was originally installed in the 1970's and is in need of replacement. Mr. Medlarz reported that three bids were received; the lowest responsive bidder was Seagull Fence and Concrete, with a total annual Base Bid in the amount of \$50,121.80 and an Alternate Bid of \$1,270.00.

M 095 17 Award Bid/ Fencing Services A Motion was made by Mr. Arlett, seconded by Mr. Wilson, based upon the recommendation of the Engineering Department, that the Base Bid and Alternate Bid for Contract #17-14, Fencing Services, be awarded to Seagull Fence and Concrete of Laurel, Delaware, in the amount \$50,121.80 and \$1,270.00 respectively, for an up-to-five year contract at the discretion of the Engineering Department, based on performance.

Motion Adopted: 5 Yeas.

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

Mr. Wilson, Yea; Mr. Cole, Yea;

Mr. Vincent, Yea

Herring Creek Sewer District Area/ Land Acquisition Proposal Hans Medlarz, County Engineer, presented a summary of the establishment of the Herring Creek Sewer District Expansion Area and he submitted a proposal to purchase land for the purpose of using the parcel for a pump station site or, more likely, for a key easement connecting two existing subdivisions and to use the site for a staging area during construction. The owner of the property is Treasure Homes, LLC and the property was appraised at \$87,500.00; Treasure Homes, LLC is willing to sell the property at the appraised value with the stipulation of the County assuming the appraisal and closing costs, and the stipulation of first right of refusal to buy back the property at the previous purchase price (once construction of the sewer system concludes).

M 096 17 Approve Right-of-Way Purchase/ Herring Creek Sewer District

Area

A Motion was made by Mr. Wilson, seconded by Mr. Arlett, based upon the recommendation of the Sussex County Engineering Department, that the Sussex County Council approves the advance right-of-way purchase of Tax Parcel 234-17.00-213.00 from Treasure Homes, LLC for the Herring Creek Sewer System Expansion in the amount of \$87,500.00 plus associated appraisal and closing costs.

Motion Adopted: 5 Yeas.

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

Mr. Wilson, Yea; Mr. Cole, Yea;

Mr. Vincent, Yea

Grants

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

M 097 17 Councilmanic Grant A Motion was made by Mr. Arlett, seconded by Mr. Wilson, to give \$1,000.00 from Mr. Arlett's Councilmanic Grant Account to the Greater Millsboro Chamber of Commerce for the Millsboro Stars & Stripes event.

Motion Adopted: 5 Yeas.

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

Mr. Wilson, Yea; Mr. Cole, Yea;

Mr. Vincent, Yea

M 098 17 Councilmanic Grant A Motion was made by Mr. Cole, seconded by Mr. Burton, to give \$1,000.00 (\$500.00 each from Mr. Cole's and Mr. Burton's Councilmanic Grant Accounts) to the Mid-Atlantic Symphony Orchestra for operating funds (concert series).

Motion Adopted: 5 Yeas.

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

Mr. Wilson, Yea; Mr. Cole, Yea;

Mr. Vincent, Yea

M 099 17 Councilmanic Grant A Motion was made by Mr. Cole, seconded by Mr. Arlett, to give \$2,000.00 (\$1,200.00 from Mr. Cole's Councilmanic Grant Account, \$400.00 from Mr. Arlett's Councilmanic Grant Account, and \$400.00 from Mr. Burton's Councilmanic Grant Account) to the Ocean View Historical Society for building construction costs.

Motion Adopted: 5 Yeas.

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

Mr. Wilson, Yea; Mr. Cole, Yea;

Mr. Vincent, Yea

Introduction of Proposed Zoning Ordinances

Mr. Cole introduced the Proposed Ordinance entitled "AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT AND GR GENERAL RESIDENTIAL DISTRICT FOR AN ELECTRICAL GENERATION AND NUTRIENT RECOVERY FACILITY TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 33.3 ACRES, MORE OR LESS" (Conditional Use No. 2079) filed on behalf of Clean Bay Millsboro I (Tax I.D. No. 234-28.00-8.00) (911 Address: Not Available).

Mr. Cole introduced the Proposed Ordinance entitled "AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR AN ELECTRICAL GENERATION AND NUTRIENT RECOVERY FACILITY TO BE

Introduction of Proposed Zoning Ordinances (continued) LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 44.675 ACRES, MORE OR LESS" (Conditional Use No. 2080) filed on behalf of Clean Bay Millsboro II (Tax I.D. No. 234-28.00-8.00) (911 Address: Not Available).

Mr. Cole introduced the Proposed Ordinance entitled "AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A CR-1 COMMERCIAL RESIDENTIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 4.4890 ACRES, MORE OR LESS" (Change of Zone No. 1823) filed on behalf of WMF Watercraft & Marine, Inc. (Tax I.D. No. 234-29.00-64.00, 64.01, and 65.00) (911 Address: 27037 John J. Williams Highway, Millsboro).

Mr. Arlett introduced the Proposed Ordinance entitled "AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A CR-1 COMMERCIAL RESIDENTIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 5.38 ACRES, MORE OR LESS" (Change of Zone No. 1824) filed on behalf of Tomark, LLC (Tax I.D. No. 234-32.00-73.00) (911 Address: Not Available).

The Proposed Ordinances will be advertised for Public Hearing.

Council Members' Comments

Council Members' Comments

Mr. Arlett commented on President Trump's signing of an executive order on the "Waters of the U.S." rule (WOTUS), and he referenced the involvement of the National Association of Counties (NACo).

Mr. Cole and Mr. Burton commented on the National Association of Counties (NACo) conference recently held in Washington D.C. and, specifically, a workshop on the opioids problem in the country. Mr. Cole suggested that the County host public meetings to bring awareness to this problem.

Mr. Arlett commented on the trash problem that exists in the County and stated that, despite efforts, it is still a major issue that needs to be addressed.

M 100 17 Recess/ Go Into Executive Session At 11:31 a.m., a Motion was made by Mr. Arlett, seconded by Mr. Cole, to recess the Regular Session and go into Executive Session for the purpose of discussing matters relating to job applicants' qualifications, personnel and land acquisition.

Motion Adopted: 5 Yeas.

M 100 17 (continued)

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

Mr. Wilson, Yea; Mr. Cole, Yea;

Mr. Vincent, Yea

Executive Session

At 11:35 a.m., an Executive Session of the Sussex County Council was held in the Basement Caucus Room for the purpose of discussing matters relating to job applicants' qualifications, personnel and land acquisition.

The Executive Session concluded at 12:13 p.m.

M 101 17 Reconvene At 12:16 p.m., a Motion was made by Mr. Cole, seconded by Mr. Arlett, to come out of Executive Session and to reconvene the Regular Session.

Motion Adopted: 3 Yeas, 2 Absent.

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

Mr. Wilson, Absent; Mr. Cole, Yea;

Mr. Vincent, Yea

E/S Action

There was no action on Executive Session matters.

M 102 17 Recess At 12:16 p.m., a Motion was made by Mr. Cole, seconded by Mr. Arlett, to recess until 1:30 p.m.

Motion Adopted: 3 Yeas, 2 Absent.

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

Mr. Wilson, Absent; Mr. Cole, Yea;

Mr. Vincent, Yea

M 103 17 Reconvene At 1:33 p.m., a Motion was made by Mr. Wilson, seconded by Mr. Arlett, to reconvene.

Motion Adopted: 4 Yeas, 1 Absent.

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

Mr. Wilson, Yea; Mr. Cole, Yea;

Mr. Vincent, Yea

Absence

Mr. Burton was absent for the afternoon session.

Rules

Mr. Moore read the Rules of Procedure for Public Hearings.

Public Hearing/ CU 2064 A Public Hearing was held on the Proposed Ordinance entitled "AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR MEDICAL OFFICES TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 1.54 ACRES, MORE OR LESS" (Conditional Use No. 2064) filed on behalf of R & K Partners.

Public Hearing/ CU 2064 (continued) The Planning and Zoning Commission held a Public Hearing on this application on January 26, 2017 at which time action was deferred. On February 9, 2017, the Commission recommended that the application be approved with seven conditions.

(See the minutes of the meetings of the Planning and Zoning Commission dated January 26 and February 9, 2017.)

Janelle Cornwell, Director of Planning and Zoning, read a summary of the Commission's Public Hearing and recommendation of approval.

An Exhibit Book was provided by the Applicant and previously distributed to the Council members.

The Council found that Dr. Hosmane was present with David Hutt, Attorney. They reported on the history of the property, uses and zonings of other properties in the area and along Savannah Road, the need for the proposed use, a rendition of the building, and the plans for the medical offices, if approved. Additionally, they reported that the proposed use is consistent with the Land Use Plan; that it is located in an Investment Level 2 Area; that no Traffic Impact Study was required; that there are no wetlands on the site; and that there are no other sensitive areas on the site.

There were no public comments.

The Public Hearing and public record were closed.

M 104 17 Adopt Ordinance No. 2482/ CU 2064 A Motion was made by Mr. Arlett, seconded by Mr. Wilson, to Adopt Ordinance No. 2482 entitled "AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR MEDICAL OFFICES TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 1.54 ACRES, MORE OR LESS" (Conditional Use No. 2064) filed on behalf of R & K Partners, with the following conditions:

- A. As stated by the Applicant, there shall be no more than 9,900 square feet of medical and professional office space.
- B. As stated by the Applicant, the hours of operation shall be between 7:00 a.m. and 7:00 p.m. Monday through Friday, and between 8:00 a.m. and 2:00 p.m. on Saturdays. There shall not be any Sunday hours.
- C. One lighted sign, not to exceed 32 square feet per side, shall be permitted.
- D. Any dumpsters shall be screened from view of neighboring properties and roadways.
- E. There shall be a buffer along the boundary of this property and adjacent residential properties using the existing vegetation, or if that

M 104 17 Adopt Ordinance No. 2482/ CU 2064 (continued) does not provide sufficient screening, using Leyland Cypress or similar vegetation. The existing vegetation or any plantings must be at least 5 feet tall at the time of construction. The design of the buffer and the vegetation used in the buffer area shall be included in the Final Site Plan.

- F. The Applicant shall comply with all DelDOT requirements concerning entrance, traffic and roadway improvements.
- G. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning and Zoning Commission.

Motion Adopted: 4 Yeas, 1 Absent.

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

Mr. Wilson, Yea; Mr. Cole, Yea;

Mr. Vincent, Yea

Public Hearing/ CU 2070 A Public Hearing was held on the Proposed Ordinance entitled "AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A SPECIAL NEEDS SCHOOL (SUSSEX CONSORTIUM) TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BROADKILL HUNDRED, SUSSEX COUNTY, CONTAINING 25.0 ACRES, MORE OR LESS" (Conditional Use No. 2070) filed on behalf of Cape Henlopen School District (Tax I.D. No. 235-27.00-20.00) (17344 Sweetbriar Road, Lewes).

The Planning and Zoning Commission held a Public Hearing on this application on January 2, 2017 at which time the Commission recommended that the application be approved with seven conditions.

(See the minutes of the Planning and Zoning Commission dated January 2, 2017.)

Janelle Cornwell, Director of Planning and Zoning, read a summary of the Commission's Public Hearing and recommendation of approval.

An Exhibit Book was provided by the Applicant and previously distributed to the Council members.

The Council found that Bob Fulton, Superintendent for the Cape Henlopen School District, was present with Tim Willard, Attorney. They reported on the history and background of the Sussex Consortium, the proposed school and its purpose and the students it serves, the location of the proposed school, the zonings/uses of the surrounding properties, and the size and layout of the proposed building. Additionally, they reported that no Traffic Impact Study was required; that there is an area level study recommended and the District will contribute to that; that there are no wetlands on the site; and that there are no other environmental concerns.

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

M 105 17 Adopt Ordinance No. 2483/ CU 2070 A Motion was made by Mr. Arlett, seconded by Mr. Wilson, to Adopt Ordinance No. 2483 entitled "AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A SPECIAL NEEDS SCHOOL (SUSSEX CONSORTIUM) TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BROADKILL HUNDRED, SUSSEX COUNTY, CONTAINING 25.0 ACRES, MORE OR LESS" (Conditional Use No. 2070) filed on behalf of Cape Henlopen School District, with the following conditions:

- A. The site shall comply with all DelDOT entrance and roadway improvement requirements.
- B. The site shall comply with all requirements of the Sussex Conservation District.
- C. All lighting shall be downward screened so that it does not shine on neighboring properties and roadways.
- D. One lighted sign shall be permitted. It shall not exceed 32 square feet per side.
- E. All dumpsters shall be screened from view of neighboring properties and roadways.
- F. A landscape plan shall be submitted as part of the final site plan.
- G. The final site plan shall be subject to the review and approval of the Planning and Zoning Commission.

Motion Adopted: 4 Yeas, 1 Absent.

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

Mr. Wilson, Yea; Mr. Cole, Yea;

Mr. Vincent, Yea

Public Hearing/ CU 2073 A Public Hearing was held on the Proposed Ordinance entitled "AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A C-1 GENERAL COMMERCIAL DISTRICT FOR A PUBLIC UTILITY FOR AN EXPANSION TO AN EXISTING ELECTRICAL SUBSTATION TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 2.493 ACRES, MORE OR LESS" (Conditional Use No. 2073) filed on behalf of Delmarva Power & Light Company (Tax I.D. No. 334-6.00-496.00-497.00) (911 Address: 18200 Coastal Highway, Lewes).

The Planning and Zoning Commission held a Public Hearing on this application on February 23, 2017 at which the Commission recommended approval with four conditions.

(See the minutes of the meeting of the Planning and Zoning Commission dated February 23, 2017.)

Janelle Cornwell, Director of Planning and Zoning, read a summary of the Commission's Public Hearing and recommendation of approval.

Public Hearing/CU 2073

An Exhibit Book was provided by the Applicant and previously distributed to the Council members.

(continued)

The Council found that Jim Smith, Senior Public Affairs Manager for Delmarva Power and Light Company, was present with Shannon Burton Carmean, Attorney; Sonia Manchic-Gody with McCormick Taylor; Dr. Amy Williams, Toxicologist; and Neal Baker of Delmarva Power and Light Company. They discussed the history of the project, the application's compliance with the Zoning Code; the land and surrounding area and uses; the need for the project; the site plan and the engineering aspects of the project; addressed a concern about health problems associated with the facility; and responded to a question regarding the billboards on the property.

Public comments were heard.

Florin Covaci spoke in opposition to the application and expressed his concerns about potential health problems caused by magnetic fields.

The Public Hearing and public record were closed.

M 106 17 Adopt Ordinance No. 2484/ CU 2073 A Motion was made by Mr. Arlett, seconded by Mr. Wilson, to Adopt Ordinance No. 2484 entitled "AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A C-1 GENERAL COMMERCIAL DISTRICT FOR A PUBLIC UTILITY FOR AN EXPANSION TO AN EXISTING ELECTRICAL SUBSTATION TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 2.493 ACRES, MORE OR LESS" (Conditional Use No. 2073) filed on behalf of Delmarva Power & Light Company, with the following conditions:

- A. The perimeter of the substation shall be fenced.
- B. Two signs shall be permitted on the fencing around the property to identify the site and emergency contact information.
- C. Any security lighting shall be screened away from neighboring properties and roadways.
- D. The Final Site Plan shall be subject to the review and approval of the Planning and Zoning Commission.

Motion Adopted: 4 Yeas, 1 Absent.

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

Mr. Wilson, Yea; Mr. Cole, Yea;

Mr. Vincent, Yea

M 107 17 Adjourn A Motion was made by Mr. Arlett, seconded by Mr. Wilson, to adjourn at 2:53 p.m.

Respectfully submitted,

Robin A. Griffith Clerk of the Council

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



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 (302) 855-7799 FAX





DELAWARE sussexcountyde.gov

HANS M. MEDLARZ, P.E. COUNTY ENGINEER

BRAD HAWKES
DIRECTOR OF UTILITY ENGINEERING

February 28, 2017

FACT SHEET

SUSSEX COUNTY PROJECT 81-04 INGRAM VILLAGE - PHASE 2 AGREEMENT NO. 917 - 1

DEVELOPER:

Mr. Dale Wheatley Beaver Properties, L.L.C. 19115 Freeland Lane Bridgeville, DE 19933

LOCATION:

East of CR213, North of RT 16
One mile North of Main St. & Old State Rd.

SANITARY SEWER DISTRICT:

Ellendale Sanitary Sewer District

TYPE AND SIZE DEVELOPMENT:

54 Single family lots and 6 Townhouse units

SYSTEM CONNECTION CHARGES:

\$480,000.00

SANITARY SEWER APPROVAL:

Sussex County Engineering Department Plan Approval 12/23/2009

Department of Natural Resources Plan Approval 6/1/2010

SANITARY SEWER CONSTRUCTION DATA:

Construction Days – 55
Construction Admin and Construction Inspection Cost – \$27,325.91
Proposed Construction Cost – \$182,172.75



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 (302) 855-7799 FAX





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HANS M. MEDLARZ, P.E. COUNTY ENGINEER

BRAD HAWKES
DIRECTOR OF UTILITY ENGINEERING

March 01, 2017

FACT SHEET

SUSSEX COUNTY PROJECT 81-04 WARRINGTON CREEK - PHASE 6 (A/K/A SAWGRASS SOUTH) AGREEMENT NO. 378 - 7

DEVELOPER:

Mr. Michael Accardi Sawgrass South, L.L.C. 1300 Piccard Drive Suite 103 Rockville, MD 20850

LOCATION:

South East Side of Old Landing Road

SANITARY SEWER DISTRICT:

West Rehoboth Expansion of the Dewey Beach Sanitary Sewer District

TYPE AND SIZE DEVELOPMENT:

2 Buildings, 12 units per Building.

SYSTEM CONNECTION CHARGES:

\$138,600.00

SANITARY SEWER APPROVAL:

Sussex County Engineering Department Plan Approval 2/4/05

Department of Natural Resources Plan Approval 3/14/05

SANITARY SEWER CONSTRUCTION DATA:

Construction Days – 120 Construction Admin and Construction Inspection Cost – \$7,795.96 Proposed Construction Cost – \$51,973.04



GINA A. JENNINGS, MBA, MPA FINANCE DIRECTOR

(302) 855-7741 T (302) 855-7749 F gjennings@sussexcountyde.gov





Memorandum

TO: Sussex County Council

The Honorable Michael H. Vincent, President The Honorable George B. Cole, Vice President

The Honorable Robert B. Arlett The Honorable Irwin G. Burton III The Honorable Samuel R. Wilson Jr.

FROM: Gina A. Jennings

Finance Director

RE: EXTENSION OF BROKER SERVICES AND INSURANCE AGREEMENT

DATE: March 10, 2017

In 2014, Sussex County issued a request for proposal (RFP) for its insurance coverage for multiple lines of coverage, such as general liability, real and personal property, auto, and airport liability. The RFP was for the period of July 1, 2014 through June 30, 2017, with two one-year extensions. At this time, I would like to request to utilize one of the one-year extensions. Mr. R. Scott Agar, the County's insurance consultant with Insurance Buyers' Council (IBC), has reviewed our current cost and felt it is in the best interest of the County to stay with Pratt Insurance. If you remember, Pratt Insurance was the only complete bid we received. Three other proposals were received from vendors for specific lines of coverage, but scored lower than Pratt. The cost for this insurance coverage in FY 17 was \$980,285; this was an increase of .52% over the FY 16 expense. Our premiums have seen almost no increase over the past three years, and we are expecting this trend to continue.

We are suggesting to renew our agreement for the following reasons:

- 1. We have been satisfied with the level of service received from Pratt Insurance;
- 2. Through analysis performed by IBC, the insurance market is showing little movement in the way of increases or savings in premiums; and
- 3. Even prior to the 2014 RFP, Pratt Insurance continuously won the RFP due to the incumbent having first choice of the insurance providers.

In summary, the recommendation is to obtain all lines of coverage from Pratt Insurance for one additional year that would end June 30, 2018.

pc: Mr. Todd F. Lawson



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) 855-7773



Sussex County

DELAWARE sussexcountyde.gov

HANS M. MEDLARZ, P.E. COUNTY ENGINEER

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

MEMORANDUM

TO: Sussex County Council

THROUGH: Todd Lawson

County Administrator

FROM: Jim Hickin, A.A.E.

Airport Manager

DATE: March 6, 2017

RE: <u>NEW AVIATION AVE T-HANGARS</u>

I am on the March 14th Council agenda to request Council's approval of a lease document for the new T-Hangars at 21775 Aviation Ave. I will also ask for approval of proposed rental rates for the facility.

Historically, Council has approved the basic form of our T-Hangar leases and allowed the County Administrator to execute individual T-Hangar leases on behalf of the Council. Since the new T-Hangar did not exist when Council approved the current lease document, I'll be requesting Council approve the County Administrator's use of the attached lease document with the new facility.

As you may recall, when the Engineering Department requested approval to construct the new T-Hangars, there were questions concerning the amount of rent to be charged. Based on T-Hangar rental rates at our competitors' airports (attached), I recommend the rates for the new facility be set at \$390 per month for the eight standard sized units and \$440 per month for the larger end unit. These rates will also provide a reasonable return on our investment. I will also recommend the County continue to offer T-Hangar units on a month-to-month basis.

Please feel free to call me with any questions.

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



DELAWARE COASTAL AIRPORT

MONTHLY USE AND O	OCCUPANCY AGREEMENT FOR	R T-HANGAR UNITS
This agreement dated as of below (the "Tenant") shown in and occupancy of certain space	, (the "Agreement") be Item 1 and Sussex County, Delaward identified in Item 7 below.	tween the party or parties e ("Landlord"), for the use
1. REGISTERED AIRCRAFT	TOWNER OR OWNERS ("TENAN"	Γ")
2. AIRCRAFT OPERATOR C	OR OPERATORS (PILOTS):	
3. MAILING ADDRESS:		
Name of Person or Con (Street Address or P. O.		
(City)	(State) (Zip Code))
4. COMMENCE DATE:	5. RENT:	
6. EMERGENCY NOTIFICA	TION (ELT, Wind Warning, Damage	e, etc.):
FIRST	SECOND	THIRD
Name:		
Day Tel.		
Night Tel.		
Mobile Tel.	<u> </u>	

AIRCRAFT DESCRIPTION (Anner):	All aircraft identified herein must be owned by the same		
Registration No.	Year		
Manufacturer	Model No		
Name	Principal Color		
Trim or accent color or colors _			
Registration No	Year		
Manufacturer	Model No		
Name	Principal Color		
Trim or accent color or colors _			
Registration No	Year		
Manufacturer	Model No		
Name	Principal Color		

TERMS AND CONDITIONS

- A. **PREMISES.** Landlord hereby grants to Tenant the right to use and occupy the hangar space shown in Item 7 above (the "Premises") located at Delaware Coastal Airport in Georgetown, Delaware (the "Airport"). Tenant accepts the same "as is" and without any representation or warranty by Landlord, express or implied in fact or by law, and without recourse to Landlord, as to the title thereto, the nature, condition or usability thereof or the use or uses to which the Premises or any part thereof may be put.
- B. **TERM.** This Agreement shall commence on the date shown in Item 4 above ("Commencement Date"). The term of this Agreement shall be month-to-month and shall automatically renew for successive monthly periods unless terminated as provided in Paragraph S hereof. Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party prior to such termination. At such time as this Agreement shall terminate, Tenant shall surrender the Premises to Landlord in broom clean condition and otherwise in the condition in which it existed as of the Commencement Date.
- C. **RENT.** The tenant shall pay the rent as shown in item 5 to the Landlord in advance on the first day of each month. The rent shall be prorated for the first and last month if the starting or termination dates fall on other than the first or last day of the month, respectively. The Landlord reserves the right to change the rent on each annual anniversary of the Commencement Date based upon the CPI-U and by giving the Tenant not less than thirty (30) days prior written notice thereof. A bill or invoice will be sent by the Landlord for rent. Payment shall be by check or money order payable to SUSSEX COUNTY COUNCIL and shall be mailed or personally delivered to:

Sussex County Administrative Building Finance Department 2 The Circle P. O. Box 589 Georgetown, DE 19947

- D. **LATE PAYMENTS.** Rent payments not received within fifteen (15) days from the due date shall be assessed a late payment charge of five percent (5%) per month of the unpaid balance.
- E. **REPAIR AND MAINTENANCE.** Landlord shall only be responsible for making structural repairs to the exterior of the building which it believes are reasonably necessary. Tenant shall be responsible for keeping the Premises in a clean and healthful condition and for performing all non-structural repairs and maintenance to the Premises. The Landlord retains the right to inspect the Premises at reasonable times.
- F. UTILITIES. Landlord shall provide electricity to the Premises. Landlord shall not be required to furnish any water or sewer service, heat, air conditioning, ventilation or any other utilities to the Premises.
- G. **DAMAGE.** The responsibility for damage caused by the Tenant or any party affiliated with the Tenant and the cost of repairs to the Premises shall be borne by the Tenant. All damage will be reported to the Landlord immediately upon discovery by Tenant. The Landlord shall also be notified at the completion of repairs and such repairs must be approved by the County Engineer. If Tenant, after being given 30 days written notice to do so, fails to make repairs or fails to make

repairs in a manner approved by the County Engineer, Landlord may make such repairs and Tenant shall reimburse Landlord for all amounts expended by Landlord in connection with such repairs within fifteen (15) days of Tenant's receipt of an invoice therefor.

- Н. **SECURITY DEPOSIT.** The Tenant shall deposit with the Landlord a deposit equal to the amount shown in Item 5 which represents one month's rent (the "Security Deposit") as security for the payment of rents and the performance and observation of the agreements and conditions in this Agreement on the part of Tenant to be performed and observed. The Security Deposit shall be returned to the Tenant following the termination or expiration of this Agreement provided that all rent has been paid in a timely manner and there is no damage to the Premises upon surrender thereof. In the event of any default or defaults in such payment, performance or observation, Landlord may apply the Security Deposit or any part thereof toward the curing of any such default or defaults and/or toward compensating Landlord for any loss or damage arising from any such default or defaults. Upon the surrender of the Premises at the expiration or other termination of the Term, if Tenant shall not then be in default or otherwise liable to Landlord, the Security Deposit or the unapplied balance thereof shall be returned to the Tenant. It is understood and agreed that Landlord shall always have the right to apply the Security Deposit or any part thereof, in the event of any such default or defaults, without prejudice to any other remedy or remedies which Landlord may have, or Landlord may pursue any other such remedy or remedies in lieu of applying the Security Deposit or any part thereof. If Landlord shall apply the Security Deposit or any part thereof as aforesaid. Tenant shall upon demand pay to Landlord the amount so applied by Landlord, to restore the Security Deposit to its original amount. If the outstanding rent or damage assessed at the expiration or termination of this Agreement exceeds the Security Deposit, Tenant shall pay such deficiency immediately upon written notice from the Landlord.
- I. USE OF SPACE. The primary use of the Premises shall be the storage of aircraft identified in Item 8 above and items incidental to the operation and maintenance of the stored Aircraft. If Tenant has identified multiple aircraft in Item 8 above, the Tenant shall have the right to store such aircraft on the Premises. (Provided, however, that only one of the identified aircraft shall be stored at any given time.) In addition, the Tenant may park its vehicle in the Premises during all times when the aircraft is in use. Further, Tenant shall not have the right to conduct a business in the Premises or at any other location at the Airport without the written approval of Sussex County. Provided further that no other aircraft (other than aircraft identified in Item 8) shall ever be stored on the Premises.
- J. LAWS AND REGULATIONS. The Tenant shall abide by the Rules and Regulations of the Airport, as may be amended from time-to-time by the Landlord, as well as any and all applicable laws, ordinances, orders, policies, rules, and regulations issued by the federal, state or municipal government or other agencies or bodies having any jurisdiction thereof, including the State of Delaware, Sussex County and the Federal Aviation Administration. Failure of Tenant to abide by the aforementioned laws, ordinances, orders, policies, rules and regulations shall constitute an act of default under this Lease. A copy of the current Rules and Regulations is attached hereto as Exhibit A and is incorporated by reference herein.

K. **AIRCRAFT MAINTENANCE.** The following maintenance activities are prohibited:

- (1) Fuel transfer
- (2) Fuel tank repairs
- (3) Welding

- (4) Torch cutting
- (5) Torch soldering
- (6) Doping
- (7) Spray painting
- L. **HAZARDOUS MATERIALS.** No hazardous material, defined as a substance or material in a quantity or form that may pose an unreasonable risk to health or safety, or property when stored, transported, or used in commerce as defined by the U.S. Department of Transportation, shall be stored in the Premises at any time.
- M. **AIRCRAFT FUELING OR DEFUELING.** No fueling or defueling shall be conducted within the Premises at any time.
- N. **HAZARDOUS WASTE DISPOSAL**. The disposal of any aircraft engine oil, waste fuel, lubricants or other hazardous waste on the Airport is prohibited. Hazardous waste shall be removed from the Airport and disposed of in accordance with all applicable Airport, local, state and federal rules, regulations, laws and ordinances.
- O. **SMOKING.** Smoking, or the carrying of a lighted cigar, cigarette or pipe within the Premises is prohibited.
- P. INSURANCE. Throughout the term of this Agreement, the Tenant shall secure and maintain, at its own expense, aircraft liability insurance that insures against bodily injury and property damage claims, with a combined single limit of not less than one million dollars (\$1,000,000.00) per occurrence. A certificate of such insurance shall be provided the Landlord for each aircraft listed in Item 8 prior to the Commencement Date and not less than twenty (20) days prior to the expiration of the then current policy. Each such certificate shall contain an endorsement that it cannot be canceled or lapse unless the Landlord is given thirty (30) days prior written notice and such insurance policy shall name the Landlord, and its elected and appointed officials, officers, directors, employees, agents, volunteers and consultants as additional insureds.
- Q. **INDEMNIFICATION.** Landlord shall not be liable for and Tenant will indemnify and hold Landlord and it's elected and appointed officials, officers, directors, employees, agents, volunteers, and consultants harmless from any loss, liability, costs and expenses, including attorney's fees, arising out of any claim of injury or damage on or about the Premises or Airport caused by the negligence or willful misconduct of or breach of this Agreement by Tenant, its employees, subtenants, invitees or by any other person entering the Premises or the Airport under the express or implied invitation of Tenant, or arising out of Tenant's use of the Premises, unless such claim for injury or damage is based upon the gross negligence or willful misconduct of a breach of this Lease by Landlord, its agents, employees or invitees. Landlord shall not be liable to Tenant or Tenant's agents, employees, invitees or any person entering upon the Airport in whole or in part because of Tenant's use of the Premises for any damage or injury to persons or property due to any condition, design, or defect in the Premises or its mechanical systems which may exist or occur, unless such damage results from the gross negligence or willful misconduct of or breach of this Agreement by Landlord, its agents, employees or invitees. Landlord shall not be liable or responsible for any loss, damage or injury to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, or other matter beyond control of Landlord, or, except as

otherwise specifically provided in this Lease, for any injury or damage or inconvenience to Tenant which may arise through the repair or alteration of any part of the Premises by Landlord in accordance with the terms of this Agreement, or failure to make repairs, or from any other cause whatever, except in each case if such loss, damage or injury to property or person results from the gross negligence or willful misconduct of Landlord or its agents, employees, contractors or invitees.

- R. **INSPECTION.** The Landlord shall have the right to enter the Premises for the purpose of safety inspections, to inspect any repairs performed by Tenant, and to investigate suspected violations of this Agreement. The Airport Manager will provide T-hangar tenants reasonable notice prior to entering the premises. An immediate action necessary to respond to an emergency situation is an obvious exception.
- S. **DEFAULT.** This Agreement may be terminated by the Landlord if the Tenant is in default. The Tenant shall be in default under the following circumstances:
 - (i) Rent has not been received by the Landlord on the date such rent is due as specified in Paragraph C, above;
 - (ii) Other fees and charges due the Landlord are delinquent by more than fifteen (15) days;
 - (iii) Commercial activities are conducted on the Premises without specific written authorization by Sussex County;
 - (iv) An aircraft other than the one shown in Item 8 is stored on the Premises;
 - (v) The Premises is maintained by Tenant in a dirty, unsafe, or disorderly manner;
 - (vi) Tenant shall fail to perform any of its obligations hereunder within the time frames provided herein; or
 - (vii) Tenant shall fail to abide by any laws, ordinances, orders, <u>policies</u>, rules and regulations applicable to the Airport, as specified in Paragraph J above.
- T. **ATTORNEY FEES.** In any action brought by Landlord for the enforcement of the obligations of Tenant, Landlord shall be entitled to recover reasonable attorney's fees.
- U. **ASSIGNMENT.** The rights and obligations granted to the Tenant by this Agreement may not be assigned or conveyed in any manner, to include subleasing of Premises.
- V. **RECORDING.** Landlord and Tenant agree that neither party shall present this Agreement for recording in the Office of the Recorder of Deeds in and for Sussex County.
- W. **GOVERNING LAW.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware.
- X. **RIGHT OF FLIGHT.** Landlord reserves unto itself, its successors and assigns, for the use and the benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises, 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 or operating on the Airport.

Tenant expressly agrees for itself, its successors and assigns, to restrict the height of any structures, objects of natural growth and other obstructions placed by Tenant on the Premises in order to comply with 14 CFR, Part 77. Tenant further expressly agrees for itself, its successors and assigns, to prevent any use of the Premises which would interfere with landing or taking off of aircraft at the Airport, or otherwise constitute a hazard to such aircraft.

Y. MISCELLANEOUS.

FOR THE LANDLORD:

- (i) If any term or provision of this Agreement or the application to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to any persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.
- (ii) All notices and communications required or permitted to be given or made to either party shall be deemed to be given or made when mailed by certified mail or delivered to such party at the address set forth above or at such other address as it may designate in writing to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement, under seal and intending to be legally bound.

By:	Date:	
FOR THE TENANT:		
By:Owner shown in Item 1	Date:	

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 (302) 855-7773 FAX



Sussex County

DELAWARE sussexcountyde.gov

HANS M. MEDLARZ, P.E. COUNTY ENGINEER

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

T-Hangar Competitors

Airport	Units	Price Range Monthly	Waiting List?	Term	Age(s)
SBY Salisbury	51	\$192	N Units full	Month - Month	40
ESN Easton	90	\$237 - \$408	у 26	Month - Month	28 - 35
D74 Chorman	8	\$350	у 12	1 Year Renewals are 1 year	5
ILG Wilmington	34	\$425 - \$600	N 9 vacancies	Month - Month	40 - 50
33N Delaware Airpark	20	\$315	Y 6	Month - Month	1
EVY Summit	53	\$340 - \$550	Y 6	1 Year then Month - Month	35
GED Delaware Coastal	10*	\$360 - \$410	Y 25	Month - Month	15 -20

^{*} Not counting units to be demolished or built As of 11/18/16



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 (302) 855-7799 FAX



Sussex County

DELAWARE sussexcountyde.gov

HANS M. MEDLARZ, P.E. COUNTY ENGINEER

JOSEPH WRIGHT, P.E. ASSISTANT COUNTY ENGINEER

Memorandum

TO: Sussex County Council

The Honorable Michael H. Vincent, President The Honorable George B. Cole, Vice President

The Honorable I.G. Burton, III The Honorable Robert B. Arlett The Honorable Samuel R. Wilson, Jr.

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

RE: Reaffirmation of Weston Solutions, Inc. as Landfill Professional Services Firm

and Approval of FY 2018 Scope of Services

DATE: March 14, 2017

Sussex County operated up to six (6) municipal landfills from 1968 to 1984. One by one each site was converted to a transfer station upon reaching its original landfill capacity. The last transfer station closed in 1994. The sites were later identified pursuant to Title 7, Chapter 91 of the State of Delaware Code, under the Delaware Hazardous Substance Cleanup Act (HSCA) and are regulated by the Department of Natural Resources and Environmental Control (DNREC). The Division of Waste & Hazardous Substances, along with the Division of Water, administer and oversee regulatory management.

The State and the County mutually agreed on an Operations & Maintenance (O&M) plan, as well as, a formally recorded Environmental Covenant document for each site. In addition, Sussex County Landfill No.5 in Laurel is a delisted USEPA Federal Superfund Program site. It is governed by supplementary regulatory directives, as specified in a Notice of Conciliation agreement (NOC) made between the EPA, DNREC and Sussex County.

As part of the approved O&M plans, and the agreed upon NOC, a groundwater monitoring program was established and groundwater sampling is conducted annually. All six Sussex County Landfill sites have monitoring requirements established by the Site Investigation and Restoration Branch (SIRB) of DNREC. The Laurel landfill is also under the authority of the US Environmental Protection Agency Superfund Branch.

The present-day monitoring regimen is mainly a result of the inclusion of Laurel landfill on the USEPA Superfund Site listing in 1988, and subsequent inclusion of the other five Sussex County Landfill sites: LF1-Bridgeville, LF2-Stockley, LF 3-Angola, LF 4-Anderson Crossroads, and LF 6-Omar, on the Hazardous Substance Control Act (HSCA) site listing in 1994.



Weston Solutions, Inc. has negotiated all outside regulatory requests, has managed to reduce the amount of landfill monitoring directed, and has kept the County in regulatory compliance. Weston's staff performs the annual landfill groundwater monitoring outlined in the legal agreements between the State and County including two Memorandums of Understanding (MOU), the first signed in 1988, and the second in 2000; a Landfill Closure Plan in 2003; a Landfill Operations and Maintenance Plan in 2005; a Notice of Conciliation for the Laurel landfill in 1996; and Environmental Covenants for all six landfill sites in 2015. Weston also compiles and submits to DNREC a mandatory annual report for both the NOC and the O&M agreements.

In a Memorandum dated June 25, 1990, Robert L. Stickels, former Sussex County Administrator, stated that the original selection of Weston for the County's landfill consulting work met all requirements of State law. A Basic Ordering Agreement for their work was subsequently compiled, reviewed by the County Attorney and then approved by Sussex County Council on April 16, 1991. The Engineering Department has continued to utilize Weston Solutions, Inc. under this Basic Operating Agreement for all landfill consulting and monitoring.

Weston Solutions, Inc. has been instrumental in ongoing negotiation with all regulatory agencies, as well as, in the actual field implementation and in providing ongoing environmental consultation. Prior to every new budget year, they provide a scope of work, and cost estimates in a task order format. These cost estimates are included with the Engineering Budget submittal and upon approval of the new budget, the task orders are executed.

Weston Solutions, Inc.'s FY 2018 projected monitoring costs for these two programs are \$66,900.00. The Engineering Department budget will also include a request for supplementary costs of \$30,000, to be used for performance of any other technical services associated with landfill-related activities. The Engineering Department is requesting the reaffirmation of Weston Solutions, Inc. as the landfill professional service consultant for a five (5) year period starting July 1, 2017 based on their expertise and past performance with a total FY 2018 budget not to exceed \$96,900.00.

ENGINEERING DEPARTMENT

ADMINISTRATION (302) 855-7718 AIRPORT & INDUSTRIAL PARK (302) 855-7774 (302) 855-7730 **ENVIRONMENTAL SERVICES 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 (302) 855-7799 FAX



Sussex County

DELAWARE sussexcountyde.gov

HANS M. MEDLARZ, P.E. COUNTY ENGINEER

JOSEPH WRIGHT, P.E. ASSISTANT COUNTY ENGINEER

Memorandum

TO: Sussex County Council

The Honorable Michael H. Vincent, President The Honorable George B. Cole, Vice President

The Honorable Samuel R. Wilson, Jr.

The Honorable I.G. Burton, III The Honorable Robert B. Arlett

FROM: Hans Medlarz, County Engineer

RE: Authorization to Retain Previous Engineer of Record

for Georgetown Airport Center, LLC

DATE: March 14, 2017

The Sussex County Administration, in conjunction with the Engineering Department, was in negotiations with Georgetown Airport Center, LLC over the better part of 2016 in an effort to acquire the King Farm Industrial Park in part or in its entirety. On November 29, 2016, Council authorized the purchase of the entire park and settlement occurred on February 13, 2017.

Georgetown Airport Center, LLC, the owner of the park, had utilized two (2) professional design consultants during the development phase. The original design was performed by Landmark Engineering. The land use and stormwater management approvals were based on their design. Georgetown Airport Center, LLC also retained the services of Becker Morgan Group, Inc. to design the DelDOT entrance plans. The plans were broken down into two phases, a limited "hammer head" design allowing for traffic up to a certain threshold, and the ultimate design with all required turn lanes for full park development access. In addition, they were tasked with a preliminary redesign of the park, under a scenario connecting to the Sussex County Industrial Park via Baltimore Avenue.

Council's purchase authorization included the assumption of existing contractual arrangements held by Georgetown Airport Center, LLC at the time of sale. Under this arrangement, the County assumed two (2) construction contracts with Melvin L. Joseph Construction Co., Inc. for the limited entrance construction and the extension of the entrance road for approximately 500 feet to serve the first lessee.



The Engineering Department initially authorized Becker Morgan Group, Inc. to develop a revised conceptual park layout better suited to the County's interests as well as entrance design modifications necessary to obtain a DelDOT entrance construction permit. The Department now has developed a full scope of services needed to complete and permit the redesign, as well as the necessary utility extensions along Baltimore Avenue. We are now requesting Council's approval to assume Georgetown Airport Center, LLC's professional engineering contact with Becker Morgan Group, Inc. and execute an amendment for the attached scope of services on a time and material basis in accordance with the Becker Morgan Group's hourly rates.



PLANNING OUR CLIENTS' SUCCESS

Proposal/Agreement

Professional Services SUSSEX COUNTY BUSINESS PARK CONDITIONAL USE SITE PLAN

Georgetown, Delaware

Project Scope

It is our understanding that Sussex County has recently purchased the King Farm Industrial Park in Georgetown, Delaware. The property is approximately 74 +/- acres, identified as Sussex County Tax Map No. 135-15.00-138.00, zoned Agricultural Residential (AR-1) within Sussex County jurisdiction. The property is approved for use as a commercial industrial park under Conditional Use by Sussex County.

Under previous agreement dated 1/20/17, Becker Morgan Group, Inc. developed a concept site plan for the park. Access to the site is provided from Park Avenue via a previously approved and partially constructed entrance. The plan shows a pylon sign, guardhouse at the Park Avenue entrance and 12 lots. It is our understanding that an agreement is in place for a tenant on Lot 1. We also understanding that another tenant is also moving into the park, but the actual lot is still to be determined.

You would like Becker Morgan Group, Inc. to provide professional design services to create a lease-parcel plan and site design for the shared roadways of the Park, including connection from Sussex County Business Park to Sussex County Airpark via connection to Baltimore Avenue. We are responsible for roadway, utility and stormwater management design related to the common areas of the Park. We assume that individual site plans for individual lots will be handled by future tenants and those services are excluded from this agreement. Furthermore, Becker Morgan is not responsible for individual building design beyond the guardhouse. The concept plan also shows the interior park roadway connecting with Baltimore Avenue within the Sussex County Airpark. This road connection will include a railroad crossing across the Delaware Coast Line tracks. There is potential for a railroad spur off the Delaware Coast Line, however that is to be designed by others and is excluded from this agreement.

A pump station will be included to serve the site. The pump station site will be located near the westerly property line and the end of Baltimore Avenue with access off of King Farm Drive.

You would like Becker Morgan Group, Inc. to provide the necessary professional design services to submit to Sussex County for Conditional Use Site Plan Approval as well as documents for construction permitting of the site. Additionally, you would like us to provide the necessary architectural services for approval and permitting of the pylon sign and guardhouse.

It is our understanding that previous engineering has been conducted on the site including wetland delineation and survey. The work proposed will require additional wetland and survey services especially related to the Baltimore Avenue connection between the business park and the airpark. Becker Morgan Group, Inc. will incorporate existing information with newly collected information to create a complete base plan.



With the above understanding of the project, we offer the following scope of services.

Services Scope

Wetland Delineation

Boundary Verification / Topographic Survey

We will field verify the boundary survey of the 74 acres \pm parcel as shown on the recorded site plan and locate existing monuments for purpose of preparing right-of-way dedication plan. We will also perform additional topographic surveys of the property, particularly related to the Baltimore Avenue connection. We will locate existing structures, roadways (visible or marked), utilities, trees, wetlands and other existing conditions. A topographic base plan will be prepared showing the existing boundaries of the property along with all field surveyed information along with contours. The boundary and topographic survey will be on Delaware State Plane Horizontal (NAD83) and Vertical datum (NAVD88). Our survey will be based on the required data needed for site design.

Modification of Conditional Use Site Plan / Sussex County

Utilizing the previously prepared concept plan, we will prepare a conditional use site submission documents and plans in preparation for Sussex County's review process. These plans will consist of the following: information provided on the boundary and topographic survey as well as lease-parcel boundaries and common roadways. The plan will show engineering designs related to the roadway and common areas including preliminary utilities, preliminary stormwater management facilities, preliminary grading, and typical cross-section detail from preliminary engineering as well as a landscape plan. Individual site plans of specific lots are to be designed by others at a future date. The Conditional Use Site Plan will be limited to the overall park and common areas.

We will submit the conditional use site plan, application, and other documentation to Sussex County Planning & Zoning. We will prepare presentation materials including color graphics and assist you with the presentations before Sussex County Planning Commission and Sussex County Council at the public hearings on behalf of the project. Our price reflects attendance at one (1) set of public meetings. Should additional meetings be required, additional fee will be required. Our fee excludes preparing a project development manual for Sussex County for use at the public hearings.

Site Construction Documents

Once Sussex County approves the conditional use site plan, we will prepare the construction drawings for recordation, construction permits, and process applications and submit to the following review agencies: Sussex County Planning & Zoning, Delaware State Fire Marshal, DelDOT, and the Sussex Conservation District. Our fee for the construction documents includes revisions based on agencies' comments, and resubmissions. Our fee excludes code and policy changes currently not in affect at the time of this proposal.

Overall Site Plan

We will finalize the site plan for submission back to Sussex County Planning Office. We will address comments received from the Planning Commission, staff, and other review agencies.



Grading Plan

We will prepare and submit a grading plan to Sussex County for final approvals. The design will include proposed contours, spot grades, storm drainage, the grading required to achieve positive drainage for stormwater management on the site, and stormwater management facilities and outfalls.

Utility Plan

We will prepare Utility Plans for the onsite sanitary sewer and water. Our plans will show water and sanitary sewer services for the site and locations of the service lines on the site along with standard details of construction. Utilities will be carried to within five (5) feet of the proposed building and locations will be coordinated with your architect. We will design a regional pump station including wet well sizing, pump specification, piping, fittings, electrical controls, backup generator specification, control panel and communication specifications in accordance with Sussex County Engineering requirements. Our plans will include sections and site plans as well as construction specifications. We will prepare the required pump station calculations and submit all plans and documents to Sussex County Public Works for review. Our services include addressing Sussex County's review comments. Our services include soil borings and offsite survey. We will provide engineering and surveying services for the force main from the new pump station to the county's existing gravity sewer line in Baltimore Avenue. Our plans will include sections, force main plan and profiles, site plans as well as construction specifications. We will incorporate the force main design into our construction documents for the pump station, and submit all plans to Sussex County Public Works for review.

Fire Protection Plan

We will submit three (3) copies of the plan to the State Fire Marshals' office for review. The plans will detail fire lane access requirements, signage and fire hydrant locations.

Sediment & Stormwater Management Plans and Report

We will prepare Sediment and Stormwater Plans in accordance with State's new regulations for submission to Sussex Conservation District. We will make estimates of impervious cover for each lease-parcel and base the overall plan on those estimates. These plans will identify the storm drain layout including pipe size and location as well as catch basin size and location. We will design stormwater management BMPs, cross sections, and outlet structure design. In addition to the stormwater BMPs, these plans will also outline temporary erosion control during construction and the appropriate phasing. A supplemental report will be prepared that will document and compare the stormwater discharge in the pre-developed and post-developed condition as required by the Sussex Conservation District.

Department of Natural Resources & Environmental Control/Notice of Intent
We will prepare the Notice of Intent (NOI) for submission to Delaware Department of
Natural Resources. The NOI permit fee is not included in our fee.

Landscape Plan

We will prepare a Final Landscape Plan for submission to Sussex County, making adjustments to the initial Landscape Plan based on comments received from the



county. The Landscape Plan will portray the location of trees and shrubs, and buffers required by code, and include a planting schedule and appropriate planting details.

Final Entrance Plans

We will prepare final entrance plans for submission to DelDOT, addressing comments received through their SharePoint review process. Our services include completing applications and checklists required for the final entrance plans.

Detailed Site Lighting Plan

We will prepare a site lighting plan based on information provided by the electrical engineer. We are not responsible for the site lighting design but will incorporate the information into our design documents.

Utility Gas Design by Others

We will show gas utility plans based on information provided by the gas provider. We are not responsible for the utility gas design but will incorporate the information into our design documents.

Electrical Service Design by Others

We will electrical service plans based on information provided by the electrical service provider. We are not responsible for the electrical design but will incorporate the information into our design documents.

Construction Details

We will prepare construction detail sheets which detail items to be constructed such as sidewalks, manholes, valves, signage, pavement sections, catch basins, cleanouts, curb, trench details, etc.

Architectural Services

We will develop permit level drawings for the approximately 10' x 10' guard house structure located at the main entrance to the site. We will provide a codes study, plans, elevations, and any necessary building sections, wall sections or detailing necessary to obtain a building permit for the guard house from the local jurisdiction. We will coordinate and provide design for the mechanical, electrical, and plumbing systems required for the guard house. We will provide project specifications for the guard house on the drawing sheets. Due to the small nature of the project, a full project manual for the guard house should not be necessary and is excluded from the scope of these services.

Extra Services

We have established a scope of services based on information provided, services requested, and knowledge of the project as it currently exists. There may be instances when unforeseen issues arise and must be managed as part of the design, review and approval process that are not included in the current scope of services.

If unforeseen circumstances arise, an agency provides comments or requires additional design information, or you request information that is outside of the scope of this contract, we will immediately contact you and discuss the potential for extra services. If you as the developer/owner or anyone associated with your efforts requests or require additions, deletions or revisions to the scope of this contract, we will immediately contact you and discuss the potential for extra services. Any effort not considered within the scope of this contract will be billed on a time and materials basis, in accordance with our *Terms and*



Conditions of Agreement. We will establish a budget with you prior to commencing with any of the efforts considered under these extra services.

TERMS AND CONDITIONS OF AGREEMENT For Professional Services

Scope of Project and Services

See attached proposal/letter of agreement. All references herein to A/E means Design Professional - Architect, Engineer, Surveyor, or Interior Designer.

Fixed Fee Projects

Billings are based upon the percentage of completion of each phase of services.

Hourly Rate Schedule

Compensation for hourly services:

Project Support	\$ 40 - 110/hi
Technician	\$ 45 - 100/hi
Designer/Senior Designer	\$ 50 - 125/hi
Architect/Engineer/Interior	
Designer & Surveyor	\$ 90 - 135/hi
Senior Architect/Engineer/Inter	rior
Designer & Surveyor	\$100 - 150/hi
Associate	\$100 - 160/hi
Senior Associate	\$135 - 175/hi
Associate Principal	\$170 - 200/h
Principal	\$195 - 225/hi
2 Man Survey Field crew	\$170/hr
Expert Witness	1.5 x billing
	rate

Rates subject to change each January.

Any consultants required and authorized by the Owner will be billed at cost plus ten percent.

Estimated Fees

Fee estimates are valid for 60 days. Where an estimated total is given for hourly work, it shall not constitute an upset figure, but is provided to assist in project budgeting only.

Initial Payment

Services commence when the Owner's authorization is received with the initial payment, which will be applied to the final invoice.

Invoices

Invoices are sent monthly for services performed. Payment is due upon receipt. A late charge will be added 30 days after the invoice date at 1.5% per month simple interest.

Reproduction Expenses

In-house reproduction expenses incurred in the interest of the project will be billed as follows:

Plots	Size	Regular	Color
	18x24	\$ 5.00	\$10.00
	24x36	\$10.00	\$15.00
	30x42	\$15.00	\$20.00
Photocopies	8½ x 11	\$.15	\$.50
	8½ x 14	\$.20	\$.75
	11x17	\$.25	\$ 1.00
Prints	18x24	\$ 2.00	
	24x36	\$ 3.00	
	30x42	\$ 4.00	

Reimbursable Expenses

Other expenses incurred in the interest of the project (travel, toll communications, postage, delivery, photographs, engineering or other consultants, renderings, models, etc.) will be billed monthly at cost plus ten percent.

Government Agency Fees / Approvals

The owner shall pay directly (outside of Becker

Morgan Group, Inc.'s fees and reimbursables) for all of the following governmental charges, including but not limited to: application fees, review fees, permit fees, plat recordation, governmental charges, impact fees, front footage assessments, water flow and pressure test, tap-in fees, bonds, transfer taxes, etc. Owner should investigate and budget these items in their total project development soft costs. Owner acknowledges that the approval process necessary to estimate or maintain a project timeline is both unpredictable and outside of the A/E's control. A/E does not guarantee approvals by any governing authority or outside agency, nor the ability to achieve or maintain any project timeline.

Additional Services

Services beyond those outlined in the attached Scope of Work, including for revisions due to adjustments in the scope, budget or quality of the project, for redesign of previously approved drawings, and for additional Construction Phase services, will be billed at hourly rates above or at fixed fees.

Change of Scope

All fees are subject to renegotiations if the original scope of service is changed or if services are not completed within 2 months of the project's projected completion date indicated in the proposal.

Early GMP or Design / Build

If Owner solicits early GMP or Design / Build proposals based upon work-in-progress drawings or prior to A/E's receipt of, and response to, permitting comments, Owner acknowledges that any cost scheduling information resulting for such solicitations or procurement necessarily will be subject to revision until the Construction Documents are finally completed and issued for construction, including all addenda. Any services required to highlight drawing changes associated with early GMP or Design / Build proposals shall be compensated as an Additional Service.

Fast-Track or Phased Project Delivery

If Owner requests or requires fast-track design services or early or phased construction document packages, Owner assumes the elevated risk that the design services and/or phased construction document packages will have errors, omissions or incomplete coordination. Accordingly, A/E shall have no liability to Owner with respect to fast-track design services or early or phased construction packages absent gross negligence on the part of the A/E.

Bettermen

In the case of design errors or omissions that lead to an increase in the cost of construction, A/E shall have no liability to Owner for the portion of such cost increase that represents betterment or value added to the project.

Third-Party Beneficiaries

Neither the Contractor nor any other person or entity, apart from the Owner and A/E, are intended beneficiaries of the A/E's services. A/E does not warrant or represent that its services or the Construction Documents will be free from errors, omissions or ambiguities. Owner shall inform all prospective contractors and construction managers, in writing, that A/E makes no representation whatsoever to any prospective contractor, trade contractor or construction manager regarding the quality, completeness or sufficiency of the Construction Documents, for any purpose whatsoever

Design Without Construction Review

It is agreed that if the professional services of the A/E do not extend to or include the review submittals, RFI's, and site observation of the contractor's work or performance, the Owner will defend, indemnify and hold harmless the A/E from any claim or suit whatsoever, unless A/E is

adjudicated to be solely at fault in connection with the claim or suit. Such claims shall include, but are not limited to payments, expenses or costs involved, arising from or alleged to have arisen from the contractor's or Owner's performance or the failure of the contract documents

Please note: Delaware Code Title 24 – Chapter 3 mandates an A/E is required for "construction contract administration services". If Becker Morgan Group, Inc. is not hired to provide these services, we are required by law to file a Construction Contract Administration Services Provider Change form with the appropriate officials designating who will be providing the required services directly for the Owner.

Ownership of Documents

All documents (drawings, sketches, reports, etc.) prepared as instruments of service shall remain the copyrighted property of the A/E and are specific only to this project, Owner, and this Agreement. Work which is furnished, but not paid for, will be returned to the A/E and will not be used for any purpose by the Owner until payment in full is rendered. Owner agrees to indemnify, defend and hold A/E harmless for all claims arising out of Owners reuse, misuse, modification or assignment of A/E's instruments of service. This provision shall survive termination of this Agreement.

Insuranc

The A/E is protected by Workmen's Compensation, Professional Liability and Standard Public Liability Insurance. The A/E will not be responsible for any loss, damage or liability arising from Owner's negligent acts, errors or omissions or those by Owner's consultants, contractors, and agents or from those of any person whose conduct is not within the A/E's contractual responsibility.

Risk Allocation

Owner and A/E have discussed the risk, rewards and benefits of the project and the A/E's total fee for services. The risks have been allocated such that the Owner agrees that to the fullest extent permitted by law, A/E's total liability to Owner for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the total fee or \$50,000, whichever is greater. Such causes include, but are not limited to design professional's negligent errors, omissions, or breach of contract. This limitation of liability may be increased up to the limits of A/E's insurance coverage available to pay for said increased liability only if a mutually agreed increase in A/E's fees is negotiated and set to this or written amendment executed by both parties.

Termination of Agreement

This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. This Agreement may be terminated by the Owner upon at least seven days' written notice to the A/E in the event the Project is permanently abandoned. In the event of termination not the fault of the A/E, the A/E shall be compensated for all services performed to termination date together with Reimbursable Expenses then due.

Environmental Hazards / Subsurface Conditions

The A/E does not perform services related to the identification, containment or removal of asbestos, hazardous waste, or any other environmental hazards, nor will it assume liability for any damages or costs related to these materials. Unless specifically included under A/E's scope of services, A/E assumes no liability for geotechnical engineering or any other analysis or testing of subsurface conditions (including soils and the location of any utilities or structures not visible on the surface).

Nonpayment/Work Stoppage

The A/E reserves the right to stop work on the project upon 10 days written notice to Owner for non-payment and withdraw any permit documents. A/Es stoppage of work shall be without liability for consequential or other damages resulting from the stoppage. Restart on the project after 30 days of stoppage will require payment of additional fees.

Standard of Care

The Owner acknowledges the inherent risks associated with construction. In performing professional services, the A/E will use that degree of care and skill ordinarily exercised under similar circumstances by competent licensed A/E in the jurisdiction where the project is located. Under no circumstances shall any other representation (express or implied) or any type of warranty or guarantee be included or intended by the A/E during the completion of its services under this Agreement.

Successors & Assigns

The Owner and the A/E bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

Affidavits / Certifications

Any affidavits or certifications required by government agencies, lenders, or others shall be written to include language acceptable to the A/E. The Owner shall not require certification that would require knowledge or assumption of responsibilities beyond the scope of this agreement.

Miscellaneous Provisions

Unless otherwise specified, this Agreement shall be governed by Delaware Law. Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

Collection

If it is necessary to enforce collection on any amount past due under this agreement, the A/E shall be reimbursed for all legal and other reasonable costs related thereto, including (33%) attorney's fees, court costs, administrative time and other collection costs.

Certificate of Merit

The Owner shall make no claim (whether directly or in the form of a third party claim) against the A/E unless the Owner shall have first provided the A/E with a written certification executed by a licensed professional in the State of Delaware, specifying each and every act or omission which the certifier contends constitutes a violation of the standard of care expected of an A/E performing professional services under similar circumstances. Such certificate shall be provided to the A/E thirty (30) days prior to the presentation of any such claim.

Frivolous Suit or Counterclaim

In the event the Owner makes a claim (or counterclaim) or brings an action against the A/E for any act arising out of the performance of the services hereunder, and the Owner fails to prove such a claim or action, then the Owner shall pay all legal and other costs incurred by the A/E in defense of such claim or action.

Electronic Media

If electronic media of project files are requested, the Owner or requesting party must sign an Electronic Media Release Form, plus remit \$200.00 per file plus printing costs per sheet for one record set for Owner and one set for A/E.

Privity of Contract

Owner agrees that any claim against A/E will be based solely on breach of contract and Owner also agrees that any contract by the Owner with any contractor for work on the project shall specifically state that "Contractor shall make no claim against A/E for the project and Contractor's sole basis for claim shall be breach of contract against the Owner regardless of whether such claim is based on any alleged error or omission of the A/E." Contractor also agrees to place such a clause as this in all its agreements with any subcontractors for the project restricting their right to recovery to breach of contract against the contractor.

Repose

As between the parties to this Agreement, any applicable statute of limitations or repose will begin to run, and any cause of action will have accrued, not later than the date of the last invoice sent to Owner by A/E for project services performed. In no event shall Owner be permitted to make any claim against any party, including third parties not in a privity with this Agreement, after four years from the date of substantial completion of the project or the date of the final payment to A/E for this project, whichever event occurs earliest (referred to as the date of repose), whether the basis of any claim is known or discovered before or after that date of repose.

Publicity

All publicity developed for this project will credit Becker Morgan Group, Inc. as the Architects/Engineers, as appropriate.

January 1, 2017

Becker Morgan Group, Inc.

TCA1Jan2017 DE.doc

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 (302) 855-7799 FAX



Sussex County

DELAWARE sussexcountyde.gov

HANS M. MEDLARZ, P.E. COUNTY ENGINEER

JOSEPH WRIGHT, P.E. ASSISTANT COUNTY ENGINEER

Memorandum

TO: Sussex County Council

The Honorable Michael H. Vincent, President The Honorable George B. Cole, Vice President

The Honorable Samuel R. Wilson, Jr.

The Honorable I.G. Burton, III The Honorable Robert B. Arlett

FROM: Hans Medlarz, County Engineer

RE: Pump Station #210 Improvements

Balancing Change Order and Substantial Completion

Project No. 15-07

DATE: March 14, 2017

On August 18, 2015, Council awarded Project No. 15-07, Pump Station #210 Improvements, to Kuhn Construction in the amount of \$5,003,700.00. In October 2016, the Engineering Department requested Change Order No.1, reducing the contract amount by \$8,411.26, which was approved by the Council. This adjusted the Contract amount to \$4,995,288.74 which included the elimination of vibration monitoring, upgrading the generator housing and modifying the meter vault.

The attached Balancing Change Order reduces the contract amount by \$45,351.87 and adjusts all quantities to their final amounts; thereby lowering the final contract amount to \$4,949,936.87.

Construction began on October 19, 2015, and was declared substantially complete on December 22, 2016. Sussex County Engineering Department now recommends Substantial Completion for the project.



Change Order

No. 2-Final

Date of Issuance: Februa	ry 21 st , 2017	Effective l	Date: February 2	28''', 2017		
Project: Pump Station #210 Improvements	Owner: Sus	sex County	Owner's Contract No.:	15-07		
Contract: 15-07			Date of Contract: October 19th, 2013			
Contractor: Kuhn Construction	Company (KCC		: 14256-008			
The Contract Documents are						
Description: Contract Time Extension			그렇게요 어떻게 되지를 내고 이 것이는 사고를 하게 하는 것입니다.			
Transducer/Ring Assemblies/Line Iter	n No. 3. Balancing	Unused Contingent	Items Line Item No. 4 and S.S. Li	ift Handles/Line Item No. 5.		
Attachments (list documents s KCC cost proposals including cost						
CHANGE IN CONTRAC	CT PRICE:		CHANGE IN CONTRACT	TIMES:		
Original Contract Price:		Substantial	Completion (days or date):	Calendar Days 420 days		
\$ <u>5,003,700.00</u>		Ready for fi	nal payment (days or date):	-		
[Changed] from previously appropriate of the control of the contr	roved Change	Unchanged] fi No. 1 to No. 1	rom previously approved Ch :	ange Orders		
\$ (8,411.26)			Completion (days): nal payment (days):	0 days		
Contract Price prior to this Char	nge Order:		es prior to this Change Order Completion (days or date):	r: 420 days		
\$ <u>4,995,288.74</u>			nal payment (days or date):			
Decrease on this Change Order:			is Change Order: Completion (days or date):	<u>+14 days</u> 434 days		
\$ (45,351.87)			nal payment (days or date):			
Contract Price incorporating this	Change Order:		s with all approved Change Completion (days or date):	Orders: 434 days		
\$ <u>4,949,936.87</u>			nal payment (days or date):			
RECOMMENDED:	ACCE	EPTED:	ACCEPTE	D: 1 /		
By: Muhay J Kulbe			By: Will			
Engineer (Whitman, Requardt & As	ssoc.)	Owner (Sussex C	County) Contractor	(Kuhn Construction Co.)		
Date: 2/28/17	Date:		Date: 2/2	111/		

Contract 15-07

Pump Station 210 Improvements Change Order No. 2 - Final: Cost Summary Sheet (Elimination and/or Addition of Various Items)

Line		Proposed			Actual	Contract	Contract
ltem No.	Description of Individual PCO Line Items	Quantity	Unit	Unit Price	Quantity	Added Cost	 Credit
1	Contract Time Extension	1	LS	\$0.00	1	\$ -	\$
2	Elimination of Kuhn Land/Lease Agreement	1	LS	\$ (6,000.00)	1	\$ -	\$ (6,000.00)
3	Add 2 New Pressure Transducer/Ring Assemblies (PCO No. 6/9)	1	LS	\$ 20,996.13	1	\$ 20,996.13	
4	Balancing of Unused Contingent Bid Items	1	LS	(\$64,060.00)	1	\$ -	\$ (64,060,00)
5	Provide (5) S. Steel Lift Handles for New Pumps (PCO No. 8)	1	LS	\$3,712.00	1	\$ 3,712.00	

Sub-Totals for Costs and Credits \$ 24,708.13 \$ (70,060.00)

Total Change Order No. 2 - Final (Credit) \$ (45,351.87)

Summary of Contract Change Orders - Contract 15-07

Original Contract Amount Amount of Previous Change Order No. 1	\$ 5,003,700.00 \$ (8,411.26)
Contract Total Including Previous Change Orders	\$ 4,995,288.74
+ Total of Change Order No. 2 - Final	\$ (45,351.87)
= Revised Contract No. 15-07 Total (including Change Order No. 2 - Final)	\$ 4,949,936.87

Line Item No. 1

(Contract Time Extension)

Contract 15-07 Cost = (\$0.00)

Contract Time Extension -14 Calendar Day For New Site Electric Service



January 5, 2017

RE: Pump Station 210

Mr. Mike Gilbert WRA Associates LLP 21513 Rudder Lane Georgetown, DE 19947 APPROVED

BUSSEX COUNTY UTILITY

CONSTRUCTION DIVISION

REVIEWED W/ WRA
ADD TO SIDEL CO

Dear Mr. Gilbert,

We would like to request a fourteen (14) day extension of time for the Pump Station 210 project which was originally scheduled to be finished on December 11, 2016. Kuhn Construction Company was delayed in the completion of this project due to the lack of permanent electricity for the new facility. Kuhn Construction Company requested that the power company install the necessary service in February 2016. For various reasons beyond the control of both Kuhn Construction Company and the owner, this new service was not installed until the end of October 2016. This delay resulted in the originally scheduled equipment and plant startup dates being postponed.

Please see the attached email dated October 17, 2016 in which I state that Kuhn Construction had lost control of the schedule at that time since we did not know when the power would be available. All scheduled startups had to be rescheduled and as a result of the cancellations we had to submit to the equipment representatives availability. We did the best that could be done in those circumstances but we were nonetheless delayed. This delay pushed the final paving and gate installation into cold weather. Finishing these minor items thus became weather dependent and resulted in the paving operations being rescheduled several times due to temperature restraints on the placement of the hot mix.

As of this writing there are still several issues that will require additional contract time. These include the startup of the Inland Bays pumps and several potential change order items. We request that all of the additional time required for these items be addressed in a no cost change order.

Thank you for your consideration in this matter.

Line Item No. 2

(Eliminated Kuhn Land/Lease Agreement)

Contract 15-07 Cost Credit = \$6,000.00

SCED Acquires Kuhn Land Lease Agreement with Cheryl Normandeau (January, 2016 through December, 2016)

Update: The P.C.O. Cost Credit of (\$10,250.00) has been accepted by SCED and will be processed with other P.C.O. work items in the future.

P.C.O. No. 2 - A Cost Claim of \$10,626.00 has been requested by KCC for changing the generator housing from the specified steel housing to the SCES preferred aluminum housing.

Update: The P.C.O. Cost of \$10,626.00 has been accepted by SCED and may be processed with other P.C.O. work items in the future.

YUTILITY SUSSEX COUNTPGOENON3 - A credit change order will be needed to include SCED's acquiring CONSTRUCTION the Lease Agreement (\$500.00/month beginning January 1st, 2016) that KCC had Abreed As Here in with landowner, Cheryl Normandeau. (See Page 7, Section J-2a.)

There are no other Change Order items pending at this Time.

4.7 Record Drawings/Shop Drawings (Reminders)

- 1. For Monthly Payment Requisitions: KCC shall field survey locations of structures and inverts for installed gravity sewer manhole/pipelines (See Section 01050-1.07C) and submit the results along with the payment request for that particular section of sewer.
- 2. For Reduction in Retainage: Record Drawings will be kept on hand in the CONTRACTOR's field office for inspection by the ENGINEER. of initial draft "Pre-Final" Surveyed Record Drawings shall be issued to the ENGINEER no later than 14-days from the date of Substantial **Completion.** (See Section 01050-1.07B & 1.07C)
- 3. Required for review and approval prior to Final Completion. One (1) set to WR&A/SCED prior to Final Payment. This includes the certification, by a licensed land surveyor in the State of Delaware, concerning location of all structures and conformance for elevations (see Spec. Section 01050).
- 4.8 Operation/Maintenance Manuals for Equipment and Products (01300-1.09).
 - 3 Copies of DRAFT @ 30 Days before 50% payment. a.
 - 3 Copies of FINAL @ 60 Days before 85% payment. b.
 - 3 Copies of APPROVED prior to Substantial Completion. c.
- 4.9 **New Items/Comments Before Adjournment:**

S.C.E.D.: No additional comments.

S.C.E.S.: No additional comments.

Line Item No. 3

(Additional Contract Work Item)

Contract 15-07 Cost Increase = \$20,996.13

Added New Pressure Transducer/Ring Assemblies on the Wolfneck and IBRWF Force Mains

(Part 1 - Additional PLC Programming = \$8,740.00)

(Part 2 - Pressure Assemblies/Labor = \$12,256.13)

Gilbert, Michael

PANTI

SUSSEX COUNTY UTILITY CONSTRUCTION DIVISION

PONTROL & PLL MODI FLATIONS

From:

Bill Kuhn <wkuhniii@kuhnconstr.com -

Sent:

Thursday, October 20, 2016 1 S7 PM

To:

Gilbert, Michael

Cc:

Stubbs, Kenneth; Hinz, Will bhawkes@sussexcountyde.gov. tferet@sussexcountyde.gov

lkuhn@kuhnconstr.com "Rkuhn3333"

Subject:

RE: PS 210

Mike

Please consider this email of agreement to your partial release of PCO 6 @ \$8,740.00

Bill

From: Gilbert, Michael [mailto:mgilbert@wrallp.com]

Sent: Thursday, October 20, 2016 1:08 PM

To: Bill Kuhn

Cc: Stubbs, Kenneth; Hinz, Will; bhawkes@sussex.countyde.gov; <a href="mailto:technical-technical

'Rkuhn3333'

Subject: RE: PS 210

Bill After our discussion at the Progress Meeting additional clarification and Spec Section 00800 11 04 B 2b on Page 00800-24) the Part 1 Total = \$7,600 00 (Technician Labor Charge) + \$760 (10% Subcontractor fee) + \$760 00 (5% for GC fee) - \$8 740 00 for P C O No 6 (for now)

Again no formal/revised P.C.O. documents are needed. Just a quick confirmation or clarification that there are no other costs other than those referenced above.

Thank you

Mike Gilbert WRA

From: Gilbert, Michael

Sent: Wednesday, October 19, 2016 4 54 PM To: Bill Kuhn <wkuhnii | kuhnconstr.com>

Cc: Stubbs, Kenneth < kstubbs@wrallp.com; Hinz, Will < WHinz@wrallp.com; bhawkes kstubbs@wrallp.com; 'tkubn@kuhnconstr.com' kstubbs@wrallp.com; 'tkubn@kuhnconstr.com' kstubbs@wrallp.com; 'tkubn@wrallp.com; 'tkub

'Rkuhn3333' <rkuhn@kuhnconstr_com>

Subject: FW: PS 210

Bill Just so everyone is 100% clear (and assuming nothing) please send me back a quick note confirming that the cost of the Part I. Controls Modifications/Programming Changes that Will Hinz references below is understood as being \$7,600.00 for the referenced "Technician" Labor Charge on the John W. Tieder, Inc. 6/21/16 quote plus the Contract 15 07 allowed G.C. 15% mark-up of \$1,140.00 for a Part 1 Total = \$7,600.00 + \$1,140.00 = \$8,740.00 for P.C.O. No. 6 (for now)

No formal/revised P.C.O. documents are needed. Just a quick confirmation or clarification

Thank you

Mike Gribert WRA

From: Hinz, Will

Sent: Wednesday, October 19, 2016 4:20 PM

To: Bill Kuhn <wkuhnni@kuhnconstr.com>; Gilbert, Michael <mgilbert@wrallp.com>

Kuhn Construction Company PROPOSED CHANGE ORDER No. 00009 P.O. Box 1419 Phone. (302) 239 4344 Hockeson, DL 19707 Tux: (302) 219-2816 THEE Iso Ring Retrofit DATF: 2/2/2017 PROJECT: Pump Station 210 JOB: K15017 TO: Attn. Joe Wright P.I. CONTRACT NO: Sussex County Engineering Department PO Box 589 2 The Circle Georgetown, DF 19947 Phone: 302 855 7717 Fax 302-855 7799 RE: Number: DESCRIPTION OF PROPOSAL Retro fitting of 2 each iso rings per JW Tieder quote dated 272/17 - \$11,672-50 Price includes KCC supervision & markup of 40% -54:149-25 Iotal ~\$10;669000 \$583 63 \$12,256.13 Rem Description Stack# Quantity Units Unit Price Tax Rate Tax Amount Net Amount Rework iso rings per WRA 42 July 144-945 (1998) 00001 1.000 Sala Francisco directions Unit Cost: 312,83945 APPROVED Byhn 2/2/17 Unit Tax: \$0.00 812,839.75 Total: \$12,256.13 SUSSEX COUNTY UTILITY CONSTRUCTION DIVISION ADDITIONAL COMPONENTS FOR FM PRESSURE MONITORING

APPROVAL:	11/62 (1/1
By:	By Millian Josh VI
Joe Wright, P.F.	William J. Ruhn III
Date:	Date: 2/4/17

Dense of F

Line Item No. 4

(Balancing of Unused Contingent Items)

Contract 15-07 Cost Credit = (\$64,060.00)

Part B: Stipulated Contingent Bid Items

Part C: Non-Stipulated Contingent Bid Items

Contract 15-07

Pump Station #210 Improvements Change Order No. 2 - Final: Line Item No. 4

(Balancing of Quantities Change Order Cost Summary Sheet with WRA Verified Quantities)

Final Adjustment and Balancing (Overrun/Underrun) of Unit Price Items and Change Orders

								_		
		Bid			Actual	Ī			· · · · · · · · · · · · · · · · · · ·	
Item No.	Description	Quantity	Unit	Unit Price	Quantity	Α	DD		DEDUCT	
	Part A - Pump Station							ļ		
A-1	Mobilization	1	LS	\$ 250,000.00	1	\$	_	\$		-
A-2	P.S. #210 Improvements	1	LS	\$ 4,645,000.00	1	\$	-	\$		-
A-3	Water Service Extension	1	LS	\$ 16,740.00	1	\$		\$		-
A-4	Record Drawings	1	LS	\$ 4,400.00	1	\$	-	\$		-

Subtotals for Part A: \$

_

	Part B - Stipulated Contingent Bid Items						ļ	
B-1	Contingent Unclassified Excavation	400	CY	\$11.00	0.00	\$ -	\$	(4,400.00
B-2	Contingent Aggregate - Graded Type "B" Crusher Run	200	Ton	\$21.00	0.00	\$ -	\$	(4,200.00
B-3	Contingent Pourous Fill - No. 57 Stone	200	Ton	\$23.00	0.00	\$ -	\$	(4,600.00
B-4	Contractor Down Time	30	HR	\$300.00	25.00	\$ -	\$	(1,500.00
B-5	Furnish and Place 5,000 PSI Concrete	50	CY	\$150.00	5.00	\$ -	\$	(6,750.00)
B-6	Contingent Borrow Material - Type "C" Borrow	1,000	CY	\$16.00	0.00	\$ -	\$	(16,000.00
				-				

Subtotals for Part B:

\$

(37,450.00)

Notes: B-4 = 4.0 Hours (\$1,200.00) for cutting out floor/pouring concrete door thresholds not; included in the original Contract bid documents.*

B-4 = 8.0 Hours (\$2,400.00) for removing ex. generator pad/repairing floor; not included in the original Contract bid documents.*

B-4 = 1.0 Hour (\$ 300.00) for providing housing for nutrient tank; not included in the original Contract bid documents.*

B-4 = 1.0 Hour (\$ 300.00) for removing ex. MCC pad; not included in the original Contract bid documents.*

B-4 = 11.0 Hours (\$3,300.00) for relocating the overhead hoist.*

B-5 = 5 CY's (\$750.00) for providing protective housing for nutrient tank not included in the original Contract bid documents.*

*(See Attached "WRA" Change Order Assessments)

C. 4 Tooting of Dumps						1			
C-1 Testing of Pumps		1 1	LS	\$4,500.00	1	\$	_	<u> </u>	
	fill and Overlay of Travel Lane	630	SY	\$32.00	0	\$	-	\$	(20,160.00
C-3 Type "C" Hot Mix M	fill and Overlay of Shoulder	400	SY	\$43.00	250	\$	-	\$	(6,450.00

Subtotals for Part C:

\$

(26,610.00)

(64,060.00)

Note: C-3 = Includes 32 SY's (\$1,376.00) for DelDOT requested "Punch List" Itme (42) shoulder repairs along Wescoats Road.

Grand Total = Parts (A + B + C): \$

\$

Change Order No. 2 - Final

(Line Item No. 4)

Balancing of Used/Unused Quantities Change Order No. 2 - Final

Decrease

(64,060.00)

Gilbert, Michael

From:

Gilbert, Michael

Sent:

Tuesday, December 27, 2016 4 19 PM

To:

bhawkes@sussexcountyde.gov

Cc:

Hinz, Will; Stubbs, Kenneth, Joe Wright (joe.wright@sussexcountyde.gov). Hinz Will

Subject:

P.S., #210 - Kuhn Extra Work Item Payment Claim Request

SUSSEX COUNTY UTILITY CONSTRUCTION DIVISION

Brad: I've discussed the below referenced "extra work" items with Ken Stubbs and hereby present our assessment of Kuhn's claim request.

Cut out floor & pour concrete thresholds at door openings in the existing building.

WRA agrees = 4 Crew Hours ADDRESS TIONS
WRA agrees = 8 Crew Hours IN BALANUMY

2. Remove generator pad & pour topping in the existing building.

Furnish/Install protective housing for nutrient tank with electric.

WRA agrees = 1 Crew Hour Value

4. Jack hammer MCC pad in existing building -rental & labor cost.

WRA agrees = 1 Crew Hour Value

5. Form/Pour concrete pad around MH lid in shoulder & odor control pad.

WRA agrees = 5 C.Y.'s Concrete Value

Relocate overhead hoist beam by 6".

WRA agrees = 11 Crew Hours

Summary of Costs

25 Hours of B-4 (Contractor Down Time) x \$300 / Hour

\$7,500.00

5 C.Y.'s of B-5 (5,000 PSI Concrete) x \$150 / C.Y.

\$ 750.00

Total Compensation

\$8,250,00

Note: KCC requested 27 Hours of B-4 (\$8,100.00) and KCC requested +\$250 +\$283 +843 (\$1,376.00) =

\$9,476.00

I'm looking to perhaps offer KCC the total of \$8,250.00 as just compensation for all items referenced below. This dollar value is \$1,226 less than the \$9,476.00 KCC dollar value request. We could approve of the quantities of B-4 and B-5 Stipulated Contingent Bid Items referenced above. This would leave the pressure transmitter change order and time extension items to resolve. We have not used any of the \$45,700 of Stipulated Contingent Bid Items yet. Also, FYI, the total dollar value of the C-3 Shoulder overlay work is \$9,374 out of \$17,200 estimated (218 SY's out of 400 SY's). No C-2 Travel Lane pavement = \$20,160 has been used and therefore this amount also remains.

Please let me know of your/SCED thoughts as these Bid Items can easily be acknowledged by KCC and included in KCC's Pay Est. No. 13.

Thank you.

Mike Gilbert/WRA

Line Item No. 5

(Additional Contract Work Item)

Contract 15-07 Cost Increase = \$3,712.00

Furnish/Install Stainless Steel Pump Lift Handles on the (5) New Wolfneck and IBRWF Pumps

Kuhn Construction Company

PROPOSED CHANGE ORDER No. 00008

P.O. Box 1419 Buckes, in, DT 19707 Phone: (302) 239 4344 1 ax: (302) 237 2816

THUE:

SS Pump 1 ift Brackets

DATE: 10 18-2016

PROJECT: Pump Station 210

JOB: K15017

TO.

Atm. Joe Wright, P.E.

CONTRACT NO:

Sussex County Engineering Department PO Box 589

2 The Circle

Georgetown, DF 19947

Phone 302 855-7717 Fax 302-855-7799

RE:

From:

Number:

DESCRIPTION OF PROPOSAL

ACC installs on & mirking

Figuresh and install 5 each stainless sweet pump lift brackers per WRA sketch

Hem Description Luminship and established 100cc

But a kets

Stock#

Quantity Units

Unit Price Tax Rate Tax Amount Net Amount

53 728 00 1019976 50.00

1.699 1.000

fi (-) 4 \$484.00

Unit Cost:

\$6.00

\$184 -

\$3,712.00 \$0.00

Unit Fav:

\$3,712.00

APPROVED

SUSSEX COUNTY UILLITY Total: ADDITIONAL COMPONENTS

RELEVISESTED BY COUNTY

FOR LIFTING PUMPS CONSTRUCTION DIVISION

APPROVAL:	11.50 0 1/2
Ву:	By: Allthout of the
Joe Waght, P.F.	William J J. Ohn J (1
Date:	Date: 10/18/160



SUSSEX COUNTY GOVERNMENT

GRANT APPLICATION

	SECTION 1 APPLICANT	INFORMATION	
ORGANIZATION NAMI	E: John M. Clayton El	ementary School	
PROJECT NAME:	Student Mentoring a	at John M. Clayton E	lem. School
FEDERAL TAX ID:	51-6000279	NON-PROF	IT: YES NO
DOES YOUR ORGANIZA	ATION OR ITS PARENT ORGAN	IZATION HAVE A RELIGIOUS	AFFILIATION?
	☐YES ■NO *IF Y	ES, FILL OUT SECTION 3B.	
ORGANIZATION'S MIS	Olouti make me to be a large time	the contract of the contract o	YOU MAKE A CONTROL TO SERVICE AND
ADDRESS:	the challenges of their life c State of Delaware, United S	and attitudes needed to realize thoices, and fulfill their responsibilitates and world through a partnes, Board of Education and comm	lities as citizens of the rship of students,
ADDRESS:	the challenges of their life c State of Delaware, United S parents, staff, administrator	hoices, and fulfill their responsibil states and world through a partne s, Board of Education and comm	lities as citizens of the rship of students,
ADDRESS:	the challenges of their life of State of Delaware, United Sparents, staff, administrators 252 Clayton Ave	hoices, and fulfill their responsibil states and world through a partne s, Board of Education and comm	lities as citizens of the rship of students, unity.
	the challenges of their life of State of Delaware, United Sparents, staff, administrator. 252 Clayton Ave Frankford	hoices, and fulfill their responsibil states and world through a partne s, Board of Education and comm nue	lities as citizens of the rship of students, unity.
ADDRESS: CONTACT PERSON: TITLE:	the challenges of their life of State of Delaware, United Sparents, staff, administrators 252 Clayton Ave Frankford (CITY)	hoices, and fulfill their responsibilitates and world through a partnes, Board of Education and comm	lities as citizens of the rship of students, unity.

TOTAL FUNDING REQUEST: \$2,000	
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?	\$2,000
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? 17%

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: 90 students

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.

John M. Clayton Elementary School is a Title I school, serving 635 students in grades pre-K through 5th grade. We were recently recognized as a 2016 State Recognition School by the Delaware Department of Education for exceptional performance and/or clofiging the achievement gap. In our student population, 43.6% are Hispanic/Latino, 30.5% are Caucasian, 23.6% are African American, and less than 3% are Asian or American Indian/Alaska Native, Fifty-seven percent of our students are considered "low income". Approximately 77% of our students are enrolled in Free/Reduced Meal Plans, and 25% are English Language Learners. The vast majority of our students live in Dagsboro, Frankford and Selbyville. Some of our students attend through "school choice" and have addresses in other surrounding towns, such as Millsboro and Ocean View.

Our Student Mentoring Program is a predominantly grant-funded program that provides academic support to targeted students. For the 2016-2017 school year, we have 55 adult mentors meeting with approximately 90 students in grades K-5. Mentors meet weekly with each of their assigned students during a specified day and time, for approximately 45 minutes. Our mentoring program is available for students enrolled at John M. Clayton Elementary School. Many of our mentees are below grade level in their reading or reading comprehension abilities. The objectives of our Mentoring Program are to help mentored students improve school performance by decreasing school absences, improving classroom behavior, and demonstrating improvement in overall grades, specifically English Language Arts subjects.

Our Student Mentoring Program establishes a framework in which volunteer mentors from surrounding communities provide academic support and role model interaction to targeted at-risk students. Our program begins in October and ends in May, but our coordinator starts preparations in September.

Grant funds received would be used to help pay the hourly salary of the Mentoring Program Coordinator, who works part-time when school is in session, Monday through Thursday, for a total of 26 hours per week. Our coordinator is paid primarily through community grant funding and secondarily through other general donations. The coordinator manages the following aspects of the Mentoring Program: acquiring names of students recommended for mentoring, scheduling mentors per their availability, matching students with mentors, preparing weekly assignments for students and mentors to work on together, maintaining contact with mentors and teachers throughout the school year, and assisting with recruitment of new mentors. Furthermore, the Coordinator works with Connecting Generations/Creative Mentoring to ensure that new mentors are properly trained and that all mentors have current, satisfactory Criminal Background Check and Child Protection Registry records.

We are applying for funds for the 2017-2018 school year. Our Revenue entry in "Section 4: Budget" is our program balance as of October 2016. Currently, we do not have any additional sources of revenue listed for 2017-2018 because grant applications and funding sources are still pending. Our Expenditures include our Salary expense from the 2015-2016 school year.

Our mentoring program received grant funds from Sussex County Government in April 2016.

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	9,895.00
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)	
Salary	-\$ 10,400.00
TOTAL EXPENDITURES	-\$ 10,400.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	-\$ 505.00

SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the ______ Student Mentoring Program at John M. Clayton Elem. School agrees that: (Name of Organization)

- 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.
- 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)

- 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.

dia ashima 3/7/17

Applicant/Authorized Official Date

Witness 3/7/17

Completed application can be submitted by:

Email: gjennings@sussexcountyde.gov

Mail: Sussex County Government

Attention: Gina Jennings

PO Box 589

Georgetown, DE 19947

80)

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

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

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

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

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

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

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

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

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

Applicant/Authorized Official

Menturing Program Coordinator
Title

3-7-17

Witness

Date

Cole+ Arlett
307-17



SUSSEX COUNTY GOVERNMENT

GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME	Friends of the Georg	getown Public Library	/	
PROJECT NAME:	Annual 5K Race/Walk			
FEDERAL TAX ID:	51-0403103	NON-PROFIT:	YES NO	
DOES YOUR ORGANIZA	TION OR ITS PARENT ORGANIZ	ZATION HAVE A RELIGIOUS AF	FILIATION?	
	☐ YES ■ NO *IF YES	S, FILL OUT SECTION 3B.		
ORGANIZATION'S MISS	resources, services, and need endowments, and bequests to	ion shall be to promote knowledge of ds of the Library, to receive, encour to the Library and to support and co- services and facilities for the comm	rage gifts, operate with the	
ADDRESS:	123 W. Pine Stree	et		
	Georgetown	DE	19947	
	(CTTY)	(STATE)	(ZIP)	
CONTACT DEDCOM.	Debby Eckrich			
CONTACT PERSON:	Board Member at Large			
CONTACT PERSON: TITLE:	Board Member at	Large		

TOTAL FUNDING REQUEST: \$300.00	
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?	\$300.00
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? 10%

SECTION 2: PROGRAM DESCRIPTION PROGRAM CATEGORY (choose all that apply) Health and Human Services Fair Housing Cultural Other Race to support library Infrastructure1 Educational BENEFICIARY CATEGORY Victims of Domestic Violence Disability & Special Needs Homeless Youth Elderly Persons Low to Moderate Income² Other All residents of and visitors to Sussex County Minority BENEFICIARY NUMBER Approximately the total number of Sussex County Beneficiaries served annually by this program: Unknown **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. This request is made on behalf of the Friends of the Georgetown Public Library to help fund our annual 5K Race/Walk. The funds the Friends raise as a result of this fundraising effort go to help finance the Library's budget. By way of example, in the past, the Friends have allocated funds for the Library's e-book collection, tablets with educational testing (SAT prep, Math, Learning a foreign language, Brain games, etc.) and toys for the children's area, just to name a few. In general, the Friends use 100% of the money raised to help cover the Library's operating costs. All members of the public, but specifically residents of Sussex County, benefit from the wonderful and many services the Library offers. Of particular interest to Council members may be the Internet access provided to those residents who do have (or those who have limited) Internet access in their homes.

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	4,000.00
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 (fee paid to Seashore Striders, estimated)	-\$ 1,100.00
TOTAL EXPENDITURES	-\$ 1,100.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	\$ 2,900.00

SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the Friends of the Georgetown Public Library agrees that:

(Name of Organization)

- 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.
- 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.
- All funding will benefit only Sussex County residents.
- All documents submitted by the applicant are defined as public documents and available for 6) 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.
- In the event that the awarded funding is used in violation of the requirements of this grant, 8) the awarded funding shall be reimbursed to Sussex County within a timeframe designated by Sussex County by written notice.

Debby Eckrich

February 21, 2017

Date

Applicant/Authorized Official

2-21-17

Date

Completed application can be submitted by:

Email:

gjennings@sussexcountyde.gov

Mail:

Sussex County Government

Attention: Gina Jennings

PO Box 589

Georgetown, DE 19947

186)

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.

Debby Eckrich Sem Eckrich

Applicant/Authorized Official

James E. Hudson James Hudson

Witness

Board Member at Large

Title

Date

JANELLE M. CORNWELL, AICP
PLANNING & ZONING DIRECTOR
(302) 855-7878 T
(302) 854-5079 F
janelle.cornwell@sussexcountyde.gov





<u>Memorandum</u>

To: Sussex County Council Members

From: Janelle Cornwell, AICP, Planning & Zoning Director

CC: Everett Moore, County Attorney

Date: March 10, 2017

RE: County Council Report for CU 2065 Keith Properties, Inc.

On August 18, 2016, the Planning and Zoning Department received an application CU 2065 Keith Properties, Inc. to allow for a craft distillery. The Planning and Zoning Commission held a public hearing on February 9, 2017. The following are the minutes and motion for the Conditional Use from the Planning and Zoning Commission meeting.

Ms. Cornwell advised the Commission that there was a staff analysis submitted into the record as part of the application; that comments were received from the Department of Agriculture; that a site plan was submitted into the record as part of the application; and that there is a letter from an adjacent property owner stating an objection to the application that was read into the record.

The Commission found Richard Keith was present on behalf of Keith Properties, Inc. and that he states in his presentation and in response to questions raised by the Commission that this is an existing winery; that the applicant will be adding distillery equipment; that the existing buildings will be used; that the sign will be changed; that there will be no change to the existing use; that a blind factory and two restaurants are located in the building and will remain; that the proposed distillery will replace the existing winery; that the same delivery trucks will be used to load and unload material; that the same number of six employees will exist at the proposed distillery as they did at the existing winery; that the same method of shipping product out will be used; that there will be some onsite sales; that there will be an increased amount of wholesale shipping out of the proposed distillery; that the applicant is still going through the ABCC process and a Conditional Use approval was the first step; that the proposed distillery is a small operation; and that the proposed distillery is specialized, not a major distilling business.

The Commission found there were no parties present in support of or in opposition to this application.

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

Motion by Mr. Hudson, seconded by Mr. Ross, and carried unanimously to defer action for further consideration. Motion carried 4 - 0.



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

The Commission discussed this application which has been deferred since February 9, 2017.

Mr. Hudson stated that he would move that the Commission recommended approval of Conditional Use No. 2065 for Keith Properties, Inc. for a craft distillery based on the record made during the public hearing and for the following reasons:

- 1. This application is for property that is zoned B-1 and there are currently commercial uses and buildings on the property. In addition, the site is approved with a prior Conditional Use for a winery/store under CU #1873 and Ordinance # 2184. Under these circumstances, a distillery is appropriate for this site.
- 2. The use as a craft distillery is also approved and regulated by the Delaware Alcoholic Beverage Control Commission, and there are limitations on the volume of distilled spirits manufactured on the premises.
- 3. The use will be entirely within the space formerly occupied by the winery and it will use much of the equipment previously associated with the winery. As a result, there will not be any material change from the use that currently exists on the property.
- 4. The applicant has stated that the use will not generate a significant amount of truck deliveries to or from the site. There will not be any more deliveries than would occur for a permitted use under the B-1 zoning of the site.
- 5. This use will not have an adverse impact on neighboring properties, roadways, or surrounding properties.
- 6. This recommendation is subject to the following conditions:
 - A. The use shall be limited to a craft distillery as regulated by the Delaware Alcoholic Beverage Control Commission.
 - B. Signage shall be in accordance with the sign regulations that exist for the underlying B-1 District.
 - C. All State and Federal regulatory requirements shall be met.
 - D. The applicant shall comply with all requirements of the Sussex County Engineering Department regarding any discharged wastewater in a County Sewer System.
 - E. Council should confirm with the applicant whether this Conditional Use is intended to replace Conditional Use # 1873 and Ordinance #2184. If so, part of Council's approval of this conditional use should be the cancellation of the prior one.
 - F. The Final Site Plan shall be subject to the review and approval of the Planning and Zoning Commission.

Motion by M. Hudson, seconded by Mr. Ross, and carried unanimously to forward this application to the Sussex County Council with the recommendation that the application be approved for the reasons and with the conditions stated: Motion carried: 4-0. Ms. Stevenson did not vote as she was not on the Commission at the time of the public hearing.

JANELLE M. CORNWELL, AICP
PLANNING & ZONING DIRECTOR
(302) 855-7878 T
(302) 854-5079 F
janelle.cornwell@sussexcountyde.gov



Sussex County DELAWARE sussexcountyde.gov

Memorandum

To: Sussex County Planning Commission Members

From: Janelle Cornwell, AICP, Planning & Zoning Director CC: Vince Robertson, Assistant County Attorney and applicant

Date: February 2, 2017

RE: Staff Analysis for CU 2065 Keith Properties, Inc. at 38016 Fenwick Shoals Blvd. Unit 2

This memo is to provide background and analysis for the Planning Commission to consider as a part of application CU 2065 Keith Properties, Inc. to be reviewed during the February 9, 2017 Planning Commission Meeting. This analysis should be included in the record of this application and is subject to comments and information that may be presented during the public hearing.

The request is for a Conditional Use for parcel 533-19.00-753.00 (portion of) to allow for the use of a Craft Distillery. The size of the property to be used for the Conditional Use is 1.22 ac. +/-. The property is zoned B-1 (Neighborhood Business District) and MR (Medium Density Residential District).

The 2008 Sussex County Comprehensive Plan Update (Comprehensive Plan) provides a framework of how land is to be developed. As part of the Comprehensive Plan a Future Land Use Map is included to help determine how land should be zoned to ensure responsible development. The Future Land Use map indicates that the properties have the land use designation Environmentally Sensitive Developing Areas and Mixed Residential Areas.

The surrounding land uses to the north, south and west are Environmentally Sensitive Developing Areas and Mixed Residential Areas. The surrounding land use to the east is Environmentally Sensitive Developing Areas. The Environmentally Sensitive Developing Areas land use designations recognizes that a range of housing types should be permitted including single-family homes, townhouses and multi-family units. Retail and office uses are appropriate; however, larger retail and office uses should be located along arterial roads. Institutional uses can be appropriate to provide for convenient services and allow people to work from home.

The property is zoned B-1 (Neighborhood Business District) and MR (Medium Density Residential District). The properties to the north are zoned MR (Medium Density Residential District) and AR-1 (Agricultural Residential District). The properties to the west are zoned MR (Medium Density Residential District). The properties to the south are zoned (Medium Density Residential District) and B-1 (Neighborhood Business District). The properties to the east are zoned HR-1 (High Density Residential District) and AR-1 (Agricultural Residential District). The primary uses in the area are residential. There is an existing Conditional Use for the property for a winery. The current Conditional Use request would replace the winery.

Based on the analysis of the land use, surrounding zoning and uses the Conditional Use request to allow for a craft brewer would be considered consistent with the land use, surrounding zoning and uses.



Introduced 10/25/16

Council District No. 5 – Arlett Tax I.D. No. 533-19.00-753.00

911 Address: 38016 Fenwick Shoals Blvd., Selbyville

ORDINANCE NO. ___

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A MR MEDIUM DENSITY RESIDENTIAL DISTRICT AND A B-1 NEIGHBORHOOD BUSINESS DISTRICT FOR A CRAFT DISTILLERY TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 1.22 ACRES, MORE OR LESS

WHEREAS, on the 10th day of August 2016, a conditional use application, denominated Conditional Use No. 2065 was filed on behalf of Keith Properties, Inc.; and WHEREAS, on the _____ day of ______ 2017, 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. 2065 be ______; and WHEREAS, on the _____ day of ______ 2017, 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.

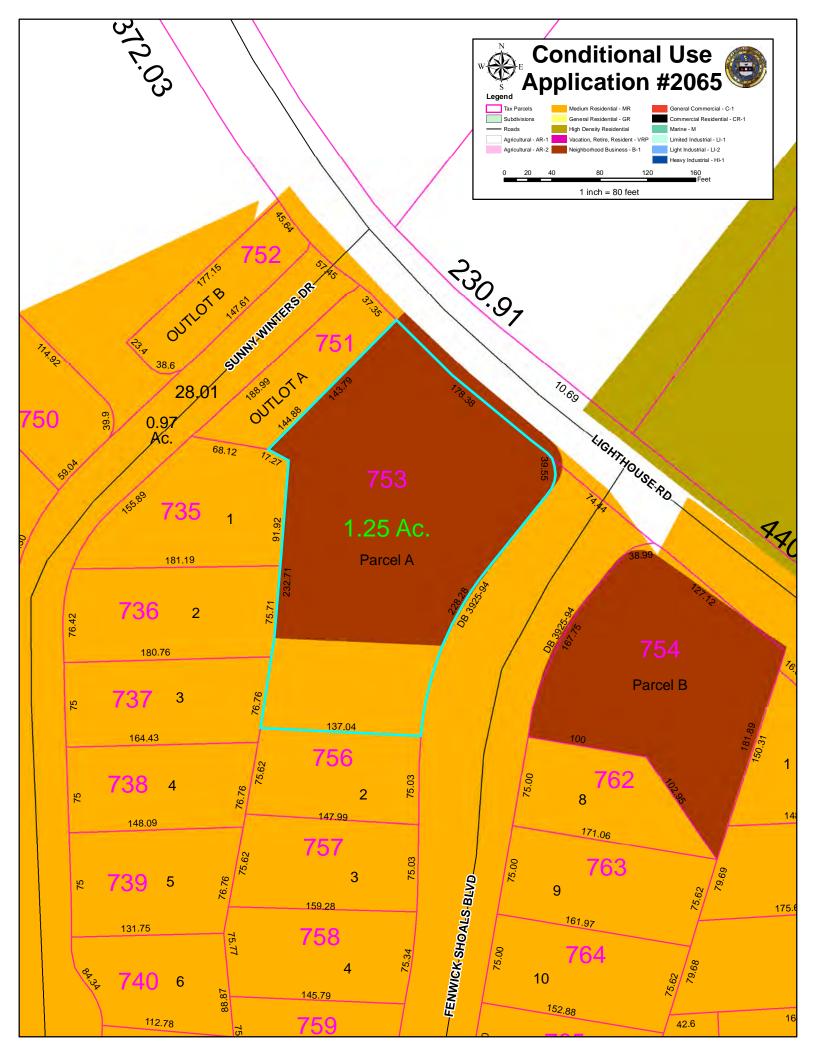
NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

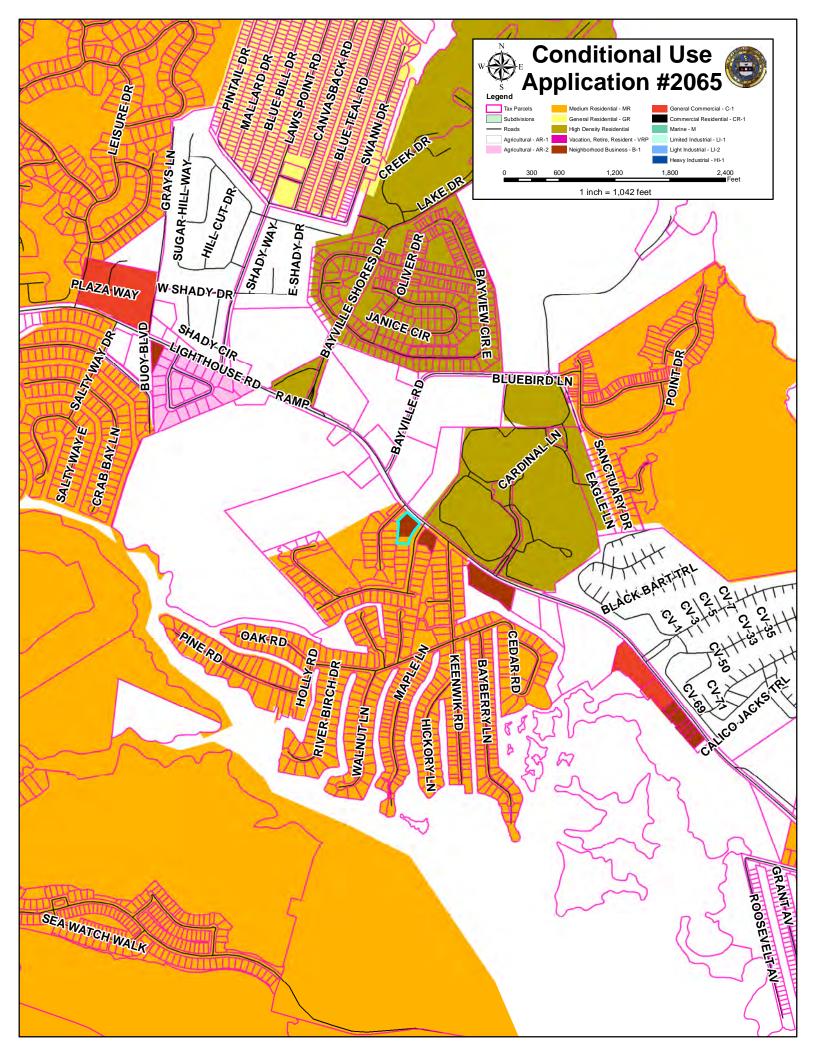
Section 1. That Chapter 115, Article X, Subsection 115-71, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2065 located within the B-1 Neighborhood Business District portion of the property as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece or parcel of land, lying and being situate in Baltimore Hundred, Sussex County, Delaware, and lying at the southwest corner of Lighthouse Road (Route 54) and Fenwick Shoals Boulevard and being more particularly described in Plot Book 200, Page 36, in the Office of the Recorder of Deeds in and for Sussex County, said parcel containing 1.22 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





Memorandum

To: Sussex County Council Members

From: Janelle Cornwell, AICP, Planning & Zoning Director

CC: Everett Moore, County Attorney

Date: March 10, 2017

RE: County Council Report for CZ 1812 Oxford Chase Development Corp. – c/o Howard Crossan

On September 13, 2016, the Planning and Zoning Department received an application CZ 1812 Oxford Chase Development Corp. – c/o Howard Crossan to allow for a change of zone from AR-1 to CR-1. The Planning and Zoning Commission held a public hearing on February 9, 2017. The following are the minutes and motion for the Conditional Use from the Planning and Zoning Commission meeting.

Mr. Wheatley did not participate in this hearing.

Ms. Cornwell advised the Commission that there was a staff analysis submitted into the record as part of the application; that an exhibit booklet and a site plan were also submitted into the record; that comments were received from the Sussex County Engineering Department Utility Planning Division and comments from the Department of Agriculture.

The Commission found Dennis Schrader, Esquire of Morris, James, Wilson, Halbrook & Bayard LLP, was present on behalf of Oxford Chase Development Corp. along with Howard Cross, owner, and Ken Christenbury, of Axiom Engineers, and that they stated in their presentation and in response to questions raised by the commission that the proposed rezoning is intended for a Dollar General; that the parcel is entirely wooded with some wetlands; that Route 9 currently has the presence of commercial activity; that DelDOT has recently finished intersection upgrades with new traffic lights; that there is a shopping center in the area including a handful of other business operations; that there will be a significant wooded buffer between residential properties; that security lighting will not intrude on nearby residential properties; and that sewer will be Artesian sewer.

The Commission found there were no parties present in support of or in opposition to this application.

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

Motion by Mr. Hopkins, seconded by Mr. Hudson, and carried unanimously to defer action for further consideration. Motion carried 3 - 0. Mr. Wheatley abstained.



The Commission discussed this application which has been deferred since February 9, 2017.

Mr. Hudson stated that he would move to recommend the approval of C/Z #1812 for Oxford Chase Development Corp. – c/o Howard Crossan for a change of zone form AR-1 Agricultural Residential to CR-1 Commercial Residential based upon the record made during the public hearing and the following reasons:

- 1. This site is along Route 9, next to a lighted intersection with Fisher Road. This is an appropriate location for CR-1 zoning.
- 2. The site is the extension of a triangular area of land that has existing commercial zoning with several commercial uses. The land is confined by existing borders of Route 9, Fisher Road and railroad tracks. While this unique location along Route 9 supports commercial zoning, this recommendation should not be considered as an endorsement of commercial zoning everywhere on Route 9.
- 3. The rezoning to CR-1 in this location will not have an adverse impact upon adjacent roads, properties, community facilities or the neighborhood in general.
- 4. The rezoning to CR-1 will allow the property to be developed in a way that will benefit the nearby residents of Harbeson, Cool Spring and other nearby communities at a location that is appropriate for such future commercial uses.
- 5. The applicant has stated that the site will be served by Artesian Water Company which will provide adequate water and wastewater treatment for any future development of the site.
- 6. The rezoning meets the purpose of the Zoning Code in that it promotes the orderly growth, convenience, order, prosperity and welfare of the County.
- 7. The rezoning is in compliance with the Sussex County Comprehensive Plan, which states that CR-1 zoning is one of several appropriate zoning classifications for this location.
- 8. No parties appeared in opposition to this application.

Motion by Mr. Hopkins, seconded by Mr. Hudson, and carried unanimously to forward this application to the Sussex County Council with the recommendation that the application be approved for the reasons and with the conditions stated: Motion carried 3-0. Mr. Wheatley abstained and Ms. Stevenson did not vote as she was not on the Commission at the time of the public hearing.

JANELLE M. CORNWELL, AICP
PLANNING & ZONING DIRECTOR
(302) 855-7878 T
(302) 854-5079 F
janelle.cornwell@sussexcountyde.gov



Sussex County DELAWARE sussexcountyde.gov

Memorandum

To: Sussex County Planning Commission Members

From: Janelle Cornwell, AICP, Planning & Zoning Director CC: Vince Robertson, Assistant County Attorney and applicant

Date: February 2, 2017

RE: Staff Analysis for CZ 1812 Oxford Chase Development Corp. on Lewes-Georgetown Hwy. (Rt.

9) Fisher Rd.

This memo is to provide background and analysis for the Planning Commission to consider as a part of application CZ 1812 Oxford Chase Development Corp. to be reviewed during the February 9, 2017 Planning Commission Meeting. This analysis should be included in the record of this application and is subject to comments and information that may be presented during the public hearing.

The request is for a Change of Zone for parcel 235-30.00-50.00. The request to change the zoning from AR-1 (Agricultural Residential District) to CR-1 (Commercial Residential District). The property is 6.24 ac. +/-.

The 2008 Sussex County Comprehensive Plan Update (Comprehensive Plan) provides a framework of how land is to be developed. As part of the Comprehensive Plan a Future Land Use Map is included to help determine how land should be zoned to ensure responsible development. The Future Land Use map indicates that the properties have the land use designation Mixed Residential Areas.

The surrounding land uses to the south and west are Developing Areas and Mixed Residential Areas. The surrounding land use to the north and east is Developing Areas and Mixed Residential Areas. The Mixed Residential Areas land use designations recognizes that a range of housing types should be permitted including single-family homes, townhouses and multi-family units. Non-residential development is not encouraged.

The property is zoned AR-1 (Agricultural Residential District). The properties to the north and south are zoned GR (General Residential District) and AR-1 (Agricultural Residential District). The properties to the east and west are zoned CR-1 (Commercial Residential District), C-1 (General Commercial District) and AR-1 (Agricultural Residential District. The uses in the area are a mixture of residential, agricultural and commercial uses. There are no know Conditional Uses in the area.

Based on the analysis of the land use, surrounding zoning and uses the Change of Zone request to from AR-1 (Agricultural Residential District) to CR-1 (Commercial Residential District) could be considered consistent with the land use, surrounding zoning and uses.



Introduced 10/11/16

Council District No. 3 - Deaver

Tax I.D. No. 235-30.00-50.00 (Part of)

911 Address: None Available

Sussex County.

ORDINANCE NO.

AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A CR-1 COMMERCIAL RESIDENTIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN BROADKILL HUNDRED, SUSSEX COUNTY, CONTAINING 2.98 ACRES, MORE OR LESS

WHEREAS, on the 13th day of September 2016, a zoning application, denominated Change of Zone No. 1812 was filed on behalf of Oxford Chase Development Corp. – c/o Howard Crossan; and

WHEREAS, on the _____ day of _____ 2016, 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. 1812 be _____; and

WHEREAS, on the _____ day of _____ 2016, 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

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 CR-1 Commercial Residential District as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece or parcel of land lying and being situate in Broadkill Hundred, Sussex County, Delaware, and lying at the southeast corner of Lewes-Georgetown Highway (Route 9) and Fisher Road (Road 262), and being more particularly described in Plot Book 235, Page 82, as Tract No. 1, as recorded in the Office of the Recorder of Deeds in and for Sussex County, said parcel containing 2.98 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.



