

Sussex County Council Public/Media Packet

**MEETING:
June 27, 2017**

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**Sussex County Council
2 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.



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ROBIN GRIFFITH
CLERK

Sussex County Council

A G E N D A

JUNE 27, 2017

10:00 A.M.

Call to Order

Approval of Agenda

Approval of Minutes

Reading of Correspondence

Public Comments

Todd Lawson, County Administrator

1. Wastewater Agreement No. 558-11
Sussex County Project No. 81-04
Peninsula Lakes – Phase 6 (Construction Record)
Long Neck Sanitary Sewer District
2. Recognition of the retirement of Heather Sheridan
3. Update on Attorney General Opinion No. 17-IB10
4. Legislative Update
5. Discussion on the concept of preserving road right-of-way
6. Administrator's Report

10:15 a.m. Public Hearings

"AN ORDINANCE AUTHORIZING THE ISSUANCE OF UP TO \$2,048,682 OF GENERAL OBLIGATION BONDS OF SUSSEX COUNTY IN CONNECTION WITH THE ROUTE 54 EXPANSION OF THE FENWICK ISLAND SEWER AREA OF THE UNIFIED SANITARY SEWER DISTRICT AND AUTHORIZING ALL NECESSARY ACTIONS IN CONNECTION THEREWITH"



“AN ORDINANCE AUTHORIZING THE ISSUANCE OF UP TO \$1,300,000 OF GENERAL OBLIGATION BONDS OF SUSSEX COUNTY IN CONNECTION WITH THE NORTH EXPANSION OF THE ANGOLA NECK SANITARY SEWER AREA OF THE UNIFIED SANITARY SEWER DISTRICT AND AUTHORIZING ALL NECESSARY ACTIONS IN CONNECTION THEREWITH”

Brad Whaley, Director of Community Development and Housing

- 1. 2017 USDA Housing Preservation Grant (HPG) Resolution**

Jim Hickin, Director of Airport and Industrial Park

- 1. Construct Taxiway D**
 - A. Delta Airport Consultants Task Order Six**
 - B. FAA Grant Offer**

John Ashman, Director of Utility Planning

- 1. Request to Prepare and Post Notices for TH White Expansion of the Sussex County Unified Sanitary Sewer District (Long Neck Area)**
- 2. Request to Prepare and Post Notices for Robin Salisbury Expansion of the Sussex County Unified Sanitary Sewer District (Miller Creek Area)**

Hans Medlarz, County Engineer

- 1. Route 54 Sewer Expansion of the Fenwick Island Sanitary Sewer District, Project 14-10**
 - A. Recommendation to Award**

Grant Requests

- 1. Lewes Historical Society for the Lewes History Museum**
- 2. Amateur Athletic Union of the United States for Woodbridge PRIDE Cheerleading**
- 3. The Music School of Delaware for music programming in Sussex County**
- 4. Seaford Historical Society for the Ross Mansion**

Introduction of Proposed Zoning Ordinances

Council Members' Comments

Adjourn

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

In accordance with 29 Del. C. §10004(e)(2), this Agenda was posted on June 20, 2017, at 4:25 p.m., and at least seven (7) days in advance of the meeting.

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

Agenda items listed may be considered out of sequence.

#

SUSSEX COUNTY COUNCIL - GEORGETOWN, DELAWARE, JUNE 20, 2017

A regularly scheduled meeting of the Sussex County Council was held on Tuesday, June 20, 2017, at 12:00 noon, in the Council Chambers, Sussex County Administrative Office Building, Georgetown, Delaware, with the following present:

Michael H. Vincent	President
George B. Cole	Vice President
Samuel R. Wilson Jr.	Councilman
Robert B. Arlett	Councilman
Irwin G. Burton III	Councilman
Todd F. Lawson	County Administrator
Gina A. Jennings	Finance Director
J. Everett Moore Jr.	County Attorney

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

Call to Order

Mr. Vincent called the meeting to order.

M 285 17 Approve Agenda

A Motion was made by Mr. Arlett, seconded by Mr. Wilson, to approve the agenda, as posted.

Motion Adopted: 5 Yeas.

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

Minutes

The minutes of June 13, 2017 were approved by consent.

Corre-spondence

Mr. Vincent read a letter from the Greenwood Volunteer Fire Company to Joseph Thomas, County EOC Director, thanking staff members for their willingness to assist the Fire Company with their technical communication needs.

Public Comments

Paul Reiger spoke concerning Board of Adjustment Case No. 11962 considered at the Board's June 19, 2017 meeting.

Dan Kramer commented on freedom of speech.

Wastewater Agreement

Mr. Lawson presented a Wastewater Agreement for the Council's consideration.

M 286 17 Execute Wastewater Agreement/ Silverstock WP, LLC

A Motion was made by Mr. Arlett, seconded by Mr. Wilson, based upon the recommendation of the Sussex County Engineering Department, for Sussex County Project No. 81-04, Agreement No. 1027-1, that the Sussex County Council execute a construction administration and construction inspection agreement between Sussex County Council and "Silverstock WP, LLC" for wastewater facilities to be constructed in "Silver Woods Pump Station", located in the Miller Creek Sanitary Sewer District.

M 286 17 (Con't.)	Motion Adopted: 5 Yeas. Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea; Mr. Wilson, Yea; Mr. Cole, Yea; Mr. Vincent, Yea
Legislative Update	Mr. Lawson provided a legislative update; legislation discussed was House Bill 89 (Council consensus: support), House Bill 99, House Bill 130 (Council consensus: opposed), House Bill 188, Senate Bill 38, and Senate Bill 99. Copies of the Bills and a legislative update report were provided to Council.
	Brief discussion was held regarding the State budget crisis and its possible financial impact to the County. It was noted that if the County would need to amend their budget, the procedure would require a public hearing.
Administrator's Report	Mr. Lawson read the following information in the Administrator's Report: 1. <u>Sussex County Comprehensive Land Use Plan Workshop</u> The Sussex County Planning & Zoning Commission will host the next workshop on the Comprehensive Land Use Plan on Monday, June 26, 2017. The workshop will focus on the Conservation Element of the Comp Plan. The workshop begins at 9:00 a.m. and will take place in the County Council Chambers located on The Circle in Georgetown. The agenda is attached, and public comment will be taken at the beginning and end of the meeting.
Comp Plan Update	[Attachments to the Administrator's Report are not attachments to the minutes.] Janelle Cornwell, Director of Planning and Zoning, and Vince Robertson, Assistant County Attorney, provided an update on the Comprehensive Land Use Plan. Included here are the workshops held, as well as the upcoming sessions and Elements addressed: Previous Workshops: March 8 – Vision, Historic Preservation March 22 – Historic Preservation, Community Design & Economic Development March 29 – Future Land Use April 10 – Utilities, Economic Development, HP & CD Updates April 21 – Historic Preservation, Community Design & Utilities May 22 – Transportation June 5 – Intergovernmental Coordination & CD Update June 16 – Recreation and Open Space, ED & CD Updates
Upcoming Workshops:	June 26 – Conservation July 14 – TBD

**Comp Plan
Update
(Con't.)**

**July 21 – TBD
July 28 – TBD**

After Conservation is addressed on June 26, the only Element remaining would be Housing. Audio/video recordings of the workshops, as well as the Comprehensive Plan Update, are included on the County's website. The Comp Plan Update can also be found at www.sussexplan.com, and includes sections entitled, "About the Plan", "Map & Documents", "Planning Resources", "Plan News" (includes audio/video of the Commission's workshops), and "Public Input".

Lengthy discussion was held regarding communication and the best way for Council to be involved in the process, including possibly presenting each draft Element to Council upon completion. As part of the legal process, a draft ordinance will be introduced and both the Planning and Zoning Commission and County Council will hold separate Public Hearings. Public input has also been encouraged throughout the entire process. It was the consensus of the Council for Mr. Lawson, Mr. Moore and Mr. Robertson to determine the best way to legally proceed during both the Council's Public Hearing and in having input on each draft Element as it is completed by the Commission. Public comments received via the County's website regarding the various Elements will be provided to Council.

**Grant
Requests**

Ms. Jennings presented the following grant requests for the Council's consideration.

**M 287 17
Council-
manic
Grant/
City of
Seaford/
Riverfest**

A Motion was made by Mr. Arlett, seconded by Mr. Wilson, to give \$1,000.00 (\$750.00 from Mr. Vincent's and \$250.00 from Mr. Arlett's Councilmanic Grant Accounts) to the City of Seaford for their 2017 Nanticoke Riverfest Festival.

Motion Adopted: 5 Yeas.

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

**M 288 17
Council-
manic
Grant/
Town of
Laurel/
Fireworks**

A Motion was made by Mr. Arlett, seconded by Mr. Wilson, to give \$1,000.00 (\$500.00 each from Mr. Arlett's and Mr. Vincent's Councilmanic Grant Accounts) to the Town of Laurel for their annual Independence Day Fireworks.

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 Ordinance **Mr. Wilson introduced the Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A CEMETERY ON A HALF ACRE OF THE 9.8 ACRES TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN NORTHWEST FORK HUNDRED, SUSSEX COUNTY, CONTAINING 9.98 ACRES, MORE OR LESS” (Conditional Use No. 2104) filed on behalf of Grace-N-Mercy Ministries, Inc. (Tax I.D. No. 530-5.00-40.05 (911 Address: Not Available).**

M 289 17 Recess At 1:14 p.m., a Motion was made by Mr. Arlett, seconded by Mr. Wilson, to recess until 1:30 p.m.

Motion Adopted: 5 Yeas.

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

M 290 17 Reconvene At 1:30 p.m., a Motion was made by Mr. Arlett, seconded by Mr. Burton, to reconvene.

Motion Adopted: 3 Yeas; 2 Absent.

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

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

Public Hearing/ C/U 2077 Joy Marshall Ortiz 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 CAMPGROUND TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 4.199 ACRES, MORE OR LESS” filed on behalf of Joy Marshall Ortiz (Conditional Use. No. 2077) (Tax I.D. No. 234-28.00-56.04) (911 Address: None Available).

The Planning and Zoning Commission held a Public Hearing on this application on May 18, 2017, at which time the Commission deferred action. On June 8, 2017, the Commission recommended that the application be denied.

(See the minutes of the Planning and Zoning Commission dated May 18, 2017 and June 8, 2017).

Janelle Cornwell, Director of Planning and Zoning, presented a summary of the Commission’s Public Hearing and recommendation of denial.

(Con't.)

The Council found that Joy Marshall Ortiz and Ricardo Ortiz were present on behalf of the application.

Ms. Ortiz noted that the property was originally part of a larger family parcel that was subdivided into 4 parcels. The parcel under consideration was originally owned by Ms. Ortiz's mother and is 4.199 acres. Council was given a PowerPoint presentation that included a property history, proposed site plan, site map (existing condition), conceptual site plan proposal, conceptual site plan (3D views), conceptual typical house proposal, conceptual typical house details, and conceptual shared gazebo proposal. It was noted that their proposal was to establish a tiny home campground 'sustainable' community with minimal impact on the environment. Parking would be provided; the homes would be built off-site; and have composting toilets, solar energy, and a grey water collection system. Their current plan is for 12 tiny homes, with one shared property/gazebo; the average home would be 250 square feet; and the total impact on the land would be 3,250 square feet which is less than 2 homes if they were to decide to develop the land. It was noted that both long-term and short-term rentals would most likely occur.

The parcels were originally owned by her mother, aunt and uncle. The front property, owned by her aunt was later sold to nonfamily. A 50-foot ingress/egress easement was dedicated in order to access the 4.199-acre parcel.

With the proposed use of the land having zero impact to the environment, if, at a later time, it was decided not to continue with the tiny home community, the land would be left undisturbed.

Ms. Ortiz stated that under current County zoning and land use, there is no provision for tiny homes and is the reason for the terminology of "campground". Council was provided with the names and locations of tiny home communities located throughout the United States.

Ms. Ortiz acknowledged Planning & Zoning's reasons for denial and stated that their reasons for approval include: it is an architecturally sound design; environmentally sensitive; zoning allows for a conditional use for campgrounds or like private clubs; the purpose of the district is to protect agricultural land; and it does not put demand on public water and sewer. Ms. Ortiz noted that the need exists for the County to address this new housing phenomena.

Ms. Ortiz reported that their current neighbor/owner of the front parcel did, in fact, purchase a lot with a 50-foot wide ingress/egress easement with no restrictions.

Discussion was held regarding minor and major subdivisions and the road standard requirements of each. Mr. Moore noted that the plot indicates that the maintenance of the road shall be the responsibility of the owners of lot 1

(Con't.)

and lot 2 equally. If road improvements would be required as a result of the application, the applicant would only have one-half of the maintenance cost. Ms. Ortiz understands the owner's concern and wants to be good neighbors and is the reason why the attempt was made to reach out to them for discussion; as such, they are agreeable to this being added as a condition for the applicant to take responsibility of the maintenance of the road. Ms. Cornwell noted that the owner of the front parcel did state concern regarding the use of the easement at Planning & Zoning's Public Hearing.

Mr. Ortiz noted they are very willing to work with the County as to what would be a more appropriate number of units. The applicant stated they want to enter into conversation with the County to establish the guidelines as to what makes a tiny home community different than a campground, and how can the application be adjusted to make it work. The applicant does not want to subdivide the parcel; if they decide to remove the tiny homes, the parcel would still be 4 acres; with subdividing, separate lots would remain.

Ms. Cornwell stated that based on the current definition, this project would fall under a manufactured home with the tiny homes having their own chassis, which has a minimum size requirement of 450 square feet, and is the reason for the conditional use for a campground. She also noted that the Planning Commission is addressing alternative housing ideas in the Community Design chapter as part of the Comprehensive Land Use Plan update.

Mr. Moore noted that without doing a title search on the property, there was probably no formal easement filed; the easement was probably done on the plot and is subject to the approval of Planning & Zoning, which basically allowed up to 3 lots without being improved to a higher standard and did not address the issue of what would happen in the future if it was further subdivided; it was intended and approved as 3 individual lots, or 3 individual dwellings. It was not known if this was a deeded easement. In discussion of subdividing the land, various other zoning categories were reviewed with and by the applicant.

Council expressed the following concerns and questions: the parcel was within a residential neighborhood, not commercial; access to the tiny home community would use the 50-foot easement that goes through the front parcel; actual deed restriction; property taxes; originally approved for a one single-family residential dwelling and is now 10+ tiny homes; the burden to the property owner/homeowner whose easement goes across their land; and would the person who originally granted the easement have to agree to now allow the easement to be improved.

Mr. Moore emphasized that the issue is how Planning and Zoning made its approval when this original parcel was split, which was a minor subdivision, and limits the number of units that can be subsequently subdivided.

(Con't.)

Council expressed that they liked the concept of the application and the need for such to be addressed by the County's Land Use Plan.

Mr. Moore reported that information contained in the material presented to Council displays a plot by Miller Lewis, dated May 16, 2012, which shows the subdivision and that it was approved by Planning and Zoning as a minor subdivision at that time, which limits the number of units; it allowed the separate deeds for it to be split. With approval of the application, it could possibly require the need for the road to be improved to higher standards due to increased traffic, and would become a Planning & Zoning issue due to County Code.

There were no public comments in favor or in opposition of this application.

The Public Hearing and public record were closed.

M 291 17
Adopt
Proposed
Ordinance/
C/U 2077
Joy
Ortiz
(DENIED)

A Motion was made by Mr. Cole, seconded by Mr. Arlett, to Adopt the Proposed Ordinance entitled, "AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A CAMPGROUND TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 4.199 ACRES, MORE OR LESS" (Conditional Use No. 2077) filed on behalf of Joy Marshall Ortiz.

Motion Denied: 5 Nays.

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

Public
Hearing/
C/U 2078
Sunlight
Ventures

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 PROFESSIONAL OFFICE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 0.974 ACRE, MORE OR LESS" filed on behalf of Sunlight Ventures, Ltd. (Conditional Use No. 2078) (Tax I.D. No. 334-4.00-84.00) (911 Address: 29003 Lewes-Georgetown Highway, Lewes).

The Planning and Zoning Commission held a Public Hearing on this application on May 18, 2017, at which time the Commission deferred action. On June 8, 2017, the Commission recommended that the application be approved with the following conditions:

- a. There will only be one un-lighted sign on the premises that shall not exceed 32 square feet on each side.
- b. Any security lights shall only be installed on the buildings and shall be screened so that they do not shine on neighboring properties or roadways.

(Con't.)

- c. As proposed by the applicant, the hours of operation shall be limited to between 8:00 a.m. and 5:00 p.m., Monday thru Saturday.
- d. This approval is limited to the office proposed during the public hearing. The Sussex County Planning and Zoning Commission shall consider whether any future proposed expansion shall require a new public hearing.
- e. The structure on the site shall maintain a residential character and appearance.
- f. The use shall be limited to professional office uses such as the architecture office proposed by the applicant. There shall not be any contractor's offices or uses that primarily involve retail sales.
- g. The applicant must comply with all DelDOT requirements concerning the entrance and roadway improvements.
- h. The Final Site Plan shall include a landscape plan for the property.
- i. The Site Plan shall be subject to approval of the Planning and Zoning Commission.

(See the minutes of the Planning and Zoning Commission dated May 18, 2017 and June 8, 2017).

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

The Council found that Freddy Bada and Robert Rollins with Moonlight Architecture, were present on behalf of the application.

Mr. Bada noted that they had originally purchased the lot to build a home to sell, but after completion decided to use it as an office for the architecture firm. He reviewed the area and noted: other businesses are in close proximity to the property; the area was a good location for their office; with having only 2 or 3 meetings a week in the office, they do not generate a lot of traffic; and adequate parking will be available.

The 9 conditions were reviewed with the applicant. Concern was expressed by the applicant that their hours of operation are 7:30 a.m. to 5:30 p.m. Monday thru Thursday, half-day on Fridays, and with occasional afterhours required; the applicant was also agreeable to a smaller sign.

There were no public comments in favor or in opposition of this application.

The Public Hearing and public record were closed.

**M 292 17
Strike
Condition
“c.”**

A Motion was made by Mr. Cole, seconded by Mr. Arlett, to strike condition “c.” for C/U 2078 regarding the hours of operation.

Motion Adopted: 5 Yeas.

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

M 293 17
Amend
Condition
“a.”

A Motion was made Mr. Arlett, seconded by Mr. Cole, to amend condition “a.” for C/U 2078 to read, “There will only be one lighted sign on the premises that shall not exceed 16 square feet on each side”.

Motion Adopted: 5 Yeas.

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

M 294 17
Adopt Ord.
No. 2505/
C/U 2078
Sunlight
Ventures

A Motion was made by Mr. Cole, seconded by Mr. Wilson, to Adopt Ordinance No. 2505 entitled, “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A PROFESSIONAL OFFICE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 0.974 ACRE, MORE OR LESS” (Conditional Use No. 2078) filed on behalf of Sunlight Ventures, Ltd., with the following conditions as amended:

- a. There will only be one lighted sign on the premises that shall not exceed 16 square feet on each side.
- b. Any security lights shall only be installed on the buildings and shall be screened so that they do not shine on neighboring properties or roadways.
- c. This approval is limited to the office proposed during the public hearing. The Sussex County Planning and Zoning Commission shall consider whether any future proposed expansion shall require a new public hearing.
- d. The structure on the site shall maintain a residential character and appearance.
- e. The use shall be limited to professional office uses such as the architecture office proposed by the applicant. There shall not be any contractor’s offices or uses that primarily involve retail sales.
- f. The applicant must comply with all DelDOT requirements concerning the entrance and roadway improvements.
- g. The Final Site Plan shall include a landscape plan for the property.
- h. The Site Plan shall be subject to approval of the Planning and Zoning Commission.

Motion Adopted: 5 Yeas.

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

**Public
Hearing/
C/Z 1820**

A Public Hearing was held on the Proposed Ordinance entitled “AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM A C-1 GENERAL COMMERCIAL DISTRICT

**W&B
Hudson
Family &
John Floyd
Lingo III**

AND 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 1.16928 ACRES, MORE OR LESS" (Change of Zone No. 1820) filed on behalf of W&B Hudson Family LP & John Floyd Lingo III (Tax I.D. No. 235-30.00-69.00, 235-30.00-70.00/portion of) (911 Address: None Available).

Although having no vote, Mr. Moore wanted to note that he had represented W&B Hudson Family in the past. Mr. Cole excused himself from the public hearing due to a potential conflict of interest.

The Planning and Zoning Commission held a Public Hearing on this application on May 18, 2017, at which time the Commission recommended approval.

(See the minutes of the Planning and Zoning Commission dated May 18, 2017).

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

The Council found that William Scott, attorney with Scott and Shuman, P.A., Michael Riemann, P.E. with Becker Morgan Group, and Randall Bandler were present on behalf of the application.

Mr. Scott noted that there are two applications before Council. The first parcel is to rezone a small portion from C-1 to CR-1 and to rezone the second parcel from AR-1 to CR-1. The size of the two properties total 1.16928 acres. The property is located on a section of Route 9 where there are various other commercial uses. The application would bring all of the property under a single zoning designation.

Mr. Scott noted that Council had been given Booklets that contained a number of exhibits, of which an overview was presented. During the presentation it was reported: their service level of request had been submitted to DelDOT and given the current use of the property as a convenience/retail/gas station, the level of trips which would be generated if this were developed as a Royal Farms, would not significantly increase to trigger a Traffic Impact Study; DelDOT upgrades have been designed for the intersection and could start as early as the fall; currently the site is served by well and septic, and an ability to serve letter is provided from Artesian for water and sewer; and it is not anticipated that the Royal Farms would have a truck diesel fueling island.

Mr. Bandler concurred that the testimony given and documentation submitted to County Council were true and correct.

There were no public comments in favor or in opposition of this application.

(Con't.)

The Public Hearing and public record were closed.

**M 295 17
Adopt
Ordinance
No. 2506/
C/Z 1820
W&B
Hudson**

A Motion was made by Mr. Arlett, seconded by Mr. Wilson, to Adopt Ordinance No. 2506 entitled, "AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM A C-1 GENERAL COMMERCIAL DISTRICT AND 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 1.16928 ACRES, MORE OR LESS" (Change of Zone No. 1820) filed on behalf of W&B Hudson Family LP & John Floyd Lingo III.

Motion Adopted: 4 Yeas; 1 Absent

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

**M 296 17
Adjourn**

At 3:03 p.m., a Motion was made by Mr. Arlett, seconded by Mr. Wilson, to adjourn.

Motion Adopted: 4 Yeas; 1 Absent

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

Respectfully submitted,

**Nancy J. Cordrey
Assistant 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
FAX	(302) 855-7799



Sussex County

DELAWARE
sussexcountyde.gov

HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

BRAD HAWKES
DIRECTOR OF UTILITY ENGINEERING

June 19, 2017

FACT SHEET

SUSSEX COUNTY PROJECT 81-04 PENINSULA LAKES - PHASE 6 (CONSTRUCTION RECORD) AGREEMENT NO. 558 - 11

DEVELOPER:

John Canuso, Jr
Peninsula Lakes, LLC
Bldg. 1, 1st Floor
1010 Kings Highway South
Cherry Hill, NJ 08034

LOCATION:

Bay Farm Road and Legion Road

SANITARY SEWER DISTRICT:

Long Neck Sanitary Sewer District

TYPE AND SIZE DEVELOPMENT:

26 single family lots

SYSTEM CONNECTION CHARGES:

\$150,150.00

SANITARY SEWER APPROVAL:

Sussex County Engineering Department Plan Approval
07/20/15

Department of Natural Resources Plan Approval
04/01/14

SANITARY SEWER CONSTRUCTION DATA:

Construction Days – 90
Construction Admin and Construction Inspection Cost – \$11,852.40
Proposed Construction Cost – \$79,016.00



COUNTY ADMINISTRATIVE OFFICES
2 THE CIRCLE | PO BOX 589
GEORGETOWN, DELAWARE 19947

ENGINEERING DEPARTMENT

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

**Sussex County**

DELAWARE
sussexcountyde.gov

HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

BRAD HAWKES
DIRECTOR OF UTILITY ENGINEERING

June 27, 2017

PROPOSED MOTION

BE IT MOVED THAT BASED UPON THE RECOMMENDATION OF THE SUSSEX COUNTY ENGINEERING DEPARTMENT, FOR SUSSEX COUNTY PROJECT NO. 81-04, AGREEMENT NO. 558-11 THAT THE SUSSEX COUNTY COUNCIL EXECUTE A CONSTRUCTION ADMINISTRATION AND CONSTRUCTION INSPECTION AGREEMENT BETWEEN SUSSEX COUNTY COUNCIL AND "PENINSULA LAKES, LLC" FOR WASTEWATER FACILITIES TO BE CONSTRUCTED IN "PENINSULA LAKES - PHASE 6 (CONSTRUCTION RECORD)", LOCATED IN LONG NECK SANITARY SEWER DISTRICT.

ORDINANCE NO. 38
AGREEMENT NO. 558-11

TODD LAWSON
COUNTY ADMINISTRATOR



COUNTY ADMINISTRATIVE OFFICES
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Sussex County
DELAWARE
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: Todd F. Lawson
County Administrator

RE: **ATTORNEY GENERAL OPINION NO. 17-IB10**

DATE: June 23, 2017

During Tuesdays meeting, Attorney General Opinion No. 17-IB10 referencing a FOIA petition regarding Sussex County Council and the Planning and Zoning Commission will be discussed. A copy of the Opinion is attached for your information.

Please let me know if you have any questions.

TFL/sww

Attachment



COUNTY ADMINISTRATIVE OFFICES
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GEORGETOWN, DELAWARE 19947



MATTHEW P. DENN
ATTORNEY GENERAL

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OFFICE OF THE ATTORNEY GENERAL OF THE STATE OF DELAWARE

Attorney General Opinion No. 17-IB10

June 15, 2017

VIA U.S. MAIL & EMAIL

Daniel J. Kramer
8041 Scotts Store Rd
Greenwood, DE 19950
djmjkramer@gmail.com

RE: FOIA Petition Regarding Sussex County Council and the Planning and Zoning Commission of Sussex County

Dear Mr. Kramer:

We write in response to your correspondence, dated July 18 2016, alleging that Sussex County Council and the Planning and Zoning Commission of Sussex County (collectively, “**Respondents**”) violated Delaware’s Freedom of Information Act, 29 Del. C. §§ 10001-10007 (“**FOIA**”). Specifically, you allege that Respondents violated FOIA’s “open meeting” provisions by failing to provide public notice of several “focus group” meetings held on June 23 and 24, 2016 in connection with the county’s efforts to revise its comprehensive land use plan. We treat your correspondence as a petition under 29 Del. C. § 10005(e) for a determination as to whether a violation of FOIA has occurred. Pursuant to our routine process in responding to petitions for determination, we invited Respondents to submit a written response to the petition. We received their response on August 1, 2016. We subsequently requested and, on June 1, 2017, received supplemental information concerning Respondents’ respective roles in the comprehensive plan process. For the reasons discussed below, we conclude that Respondents did not violate FOIA as alleged in the petition.

BACKGROUND

Sussex County “government” is expressly defined as County Council, a five-member legislative body, but the concept also encompasses various administrative departments and advisory bodies, including the Planning and Zoning Commission.¹ The members of County

¹ See 9 Del. C. §§ 6101(2), 7002.

Council serve four-year terms.² A quorum of County Council consists of three members.³ County Council has ultimate responsibility for, among other things, approving a comprehensive land use plan for the county.⁴

The Planning and Zoning Commission is a seven-member advisory panel with five voting members appointed by County Council and two nonvoting *ex-officio* members.⁵ A quorum consists of three voting members.⁶ The commission acts as an advisory body to County Council on various land use and zoning matters. The commission is expressly tasked with preparing the county's comprehensive land use plan and making a recommendation to County Council regarding same.⁷

Delaware law requires all county governments to have comprehensive land use plans.⁸ Counties are required to review and update their plans for State certification every 10 years.⁹ Sussex County's plan was adopted and approved in 2008.¹⁰ By law, County Council must approve a new or revised plan in 2018.

At some point in early 2015, County Council initiated a public procurement process to identify consultants to assist with planning-related matters. In September 2015, after a public meeting, County Council selected McCormick Taylor, Inc. ("McCormick Taylor"), a planning and engineering firm, to assist County Council in preparing a new comprehensive land use plan.¹¹

On March 1, 2016, County Council held a public workshop, during which representatives of McCormick Taylor laid out a general timeline for the plan process.¹² The minutes of that meeting reflect a specific discussion of how the county and McCormick Taylor would be reaching out to and interfacing with members of the public through focus groups and public meetings.¹³

On June 23 and June 24, 2016, McCormick Taylor convened three focus groups to solicit input and gather information from various stakeholders in the community in advance of the

² See 9 Del. C. § 7002(a).

³ See 9 Del. C. § 7002(k)(3).

⁴ See 9 Del. C. §§ 6807(a), 6953(a)(2).

⁵ See 9 Del. C. § 6803(a).

⁶ See 9 Del. C. § 6804(b).

⁷ See 9 Del. C. § 6807(a).

⁸ See 9 Del. C. § 6953(b).

⁹ See 9 Del. C. § 6960(a).

¹⁰ See <https://www.sussexcountyde.gov/comprehensive-plan> (last visited June 15, 2017).

¹¹ See County Council meeting minutes from September 29, 2015, at p.5, accessible at <https://www.sussexcountyde.gov/sites/default/files/minutes/092915.pdf> (last visited June 15, 2017).

¹² See County Council meeting minutes from March 1, 2016, at pp. 13-14, accessible at <https://www.sussexcountyde.gov/sites/default/files/minutes/030116.pdf> (last visited June 15, 2017).

¹³ See *id.*, p. 14.

anticipated public meetings.¹⁴ The record reflects that McCormick Taylor identified the stakeholders and invited them to the focus group events, without input or approval of County Council or the Planning and Zoning Commission.¹⁵

The record contains no evidence that any member of County Council attended the focus group events. One member of the Planning and Zoning Commission attended a focus group event on June 24, 2016.¹⁶

POSITIONS OF THE PARTIES

As we interpret the petition, you maintain that Respondents violated FOIA because the June 2016 focus group events were not noticed or otherwise conducted in accordance with FOIA's open meeting requirements. You have not alleged, and the facts do not show, that a quorum of County Council or the Planning and Zoning Commission was present for any focus group event. As best we can ascertain, your argument presupposes that McCormick Taylor and/or the focus groups themselves are public bodies. Apparently, based on this fundamental assumption, you maintain that the focus group events were "meetings" as defined in 29 Del. C. § 10002(f) and were therefore subject to the notice and other requirements set forth in 29 Del. C. § 10004. We find no persuasive or other legal authority supporting your position.

Respondents point out that, in order for FOIA's public meeting requirements to apply to a particular gathering, the party holding the meeting must be a "public body" as defined in FOIA. Respondents argue that McCormick Taylor is not a public body. Respondents assert that McCormick Taylor is a private, third-party planning and engineering firm, not a "regulatory, administrative, advisory, executive, appointive or legislative body," as required by 29 Del. C. § 10002(h). Respondents further assert that McCormick Taylor was hired as a consultant and was not "established," "appointed," or "otherwise empowered" within the meaning of 29 Del. C. § 10002(h). According to Respondents, because McCormick Taylor is not a public body, it necessarily follows that the focus group events were not "meetings" covered by FOIA's open meeting requirements.

Respondents do not specifically address whether the focus groups were public bodies covered by FOIA.

¹⁴ See Letter from J. Everett Moore, Jr. Esq., dated August 1, 2016, at p. 2.

¹⁵ See *id.* at p. 3.

¹⁶ See *id.* The June 24, 2016 event was held at the offices of the Sussex Economic Development Action Committee, Inc. ("SEDAC"), a non-governmental entity that provides guidance to the county on ways to strengthen economic development efforts and bring jobs and prosperity to the community. According to Respondents, Commissioner Robert Wheatley attended the focus group event in his capacity as an *ex-officio* member of SEDAC, not as a member of the Planning and Zoning Commission. For present purposes, we assume, without deciding, that Commissioner Wheatley's attendance at the June 24, 2016 event would count toward the existence of a quorum of the Planning and Zoning Commission, notwithstanding his alleged status solely as an *ex-officio* member of SEDAC.

RELEVANT STATUTES

FOIA begins with an express declaration of policy.¹⁷ Section 10001 memorializes the General Assembly's intent that public business "be performed in an open and public manner" so that citizens can "observe the performance of public officials" and "monitor the decisions that are made by such officials in formulating and executing public policy."¹⁸ Section 10001 instructs that FOIA's provisions are to be construed in light of these policies and consistent with the goal of furthering the accountability of government to the citizens of this State.¹⁹

Section 10004(a), with certain exceptions not relevant here, requires that every "meeting" of a "public body" be open to the public.²⁰ Section 10002(g) defines a "meeting" as "the formal or informal gathering of a quorum of the members of any public body for the purpose of discussing or taking action on public business either in person or by video-conferencing."²¹ Public bodies generally are required to provide advance notice of and agendas for all of their meetings.²² Public bodies also must prepare and make available to the public minutes of their meetings.²³

FOIA's open meeting requirements apply, on their face, only to the meetings of a "public body."²⁴ That phrase is specifically defined in Section 10002(h) as:

any regulatory, administrative, advisory, executive, appointive or legislative body of the State, or of any political subdivision of the State, including, but not limited to, any board, bureau, commission, department, agency, committee, ad hoc committee, special committee, temporary committee, advisory board and committee, subcommittee, legislative committee, association, group, panel, council or any other entity or body established by an act of the General Assembly of the State, or established by any body established by the General Assembly of the State, or appointed by any body or public official of the State or otherwise empowered by any state governmental entity, which:

- (1) Is supported in whole or in part by any public funds; or
- (2) Expends or disburses any public funds, including grants, gifts or other similar disbursals and distributions; or

¹⁷ See 29 Del. C. § 10001.

¹⁸ *Id.*

¹⁹ See *id.*

²⁰ 29 Del. C. § 10004(a).

²¹ 29 Del. C. § 10002(g).

²² See generally 29 Del. C. § 10004(e).

²³ See 29 Del. C. § 10004(f).

²⁴ See 29 Del. C. § 10004(a).

- (3) Is impliedly or specifically charged by any public official, body, or agency to advise or to make reports, investigations or recommendations.²⁵

Though Section 10002(h) is expansive and covers a wide array of entities associated with the executive and legislative branches of state and local government, the statute has its limits. This matter tests the boundaries of Section 10002(h).

DISCUSSION

The petition requires us to determine whether the June 2016 focus group events were “meetings” of a “public body,” as those terms are defined in FOIA. We answer this question in the negative.

As an initial matter, we note that Respondents are “public bodies” under Section 10002(h). County Council and the Planning and Zoning Commission. Both entities were “established” by acts of the General Assembly.²⁶ The focus group events, however, were not “meetings” of either County Council or the Planning and Zoning Commission.

Pursuant to Section 10002(g), there is no “meeting” absent a “formal or informal gathering of a quorum of the members of a[] public body.”²⁷ No member of County Council attended any of the focus group events. Only one member of the Planning and Zoning Commission participated, and only in one focus group. No focus group event, or all of them combined, contained a quorum of either body.

We turn to your suggestion that McCormick Taylor, and perhaps the focus groups themselves, are “public bodies” within the meaning of Section 10002(h). If so, the focus group events conceivably could constitute “meetings” under Section 10002(g). We conclude that neither McCormick Taylor, nor any focus group, meets the definition of a “public body” under Section 10002(h). It follows that the focus group events were not “meetings” as defined in FOIA.

McCormick Taylor is not a “public body” within the meaning of Section 10002(h). McCormick Taylor is a private entity that was engaged through a public procurement process to perform consulting services in connection with Sussex County’s formulation of a new comprehensive land use plan. McCormick Taylor is not a “regulatory, administrative, *advisory*, executive, appointive or legislative *body* [of county government].”²⁸ While McCormick Taylor’s engagement may be “advisory” in nature, the same holds true for most if not all contractual arrangements between a state or local governmental entity and an outside consultant. Further, McCormick Taylor lacks fundamental traits of a governmental “body,” as laid out in the text of Section 10002(h).

²⁵ 29 Del. C. § 10002(h).

²⁶ See 9 Del. C. §§ 6101(2), 7002; 9 Del. C. §§ 6802, 6803.

²⁷ 29 Del. C. § 10002(g).

²⁸ 29 Del. C. § 10002(h) (emphasis added).

McCormick Taylor was not formed or empowered as contemplated in Section 10002(h). McCormick Taylor was not “established” or “appointed” by ordinance, resolution or other formal or informal action of County Council, the Planning and Zoning Commission or any other governmental entity or public official. McCormick Taylor is a corporation formed and run by private citizens.²⁹ The mere fact that McCormick Taylor may have been operating within the scope of its consulting engagement does not, without more, support a determination that the firm was “otherwise empowered” within the meaning of Section 10002(h). The definition of “public body” cast a wide net indeed, but we do not think it was intended to encompass every vendor or outside service provider based solely on the existence of a government contract.

The focus groups also do not constitute public bodies. This Office has on numerous occasions addressed whether informal working or similar groups can be “public bodies” within the meaning of Section 10002(h).³⁰ In *Del. Op. Att'y Gen. 13-IB05*, we answered that question in the affirmative and determined that a 24-member informal working group was a public body. That working group, advisory in nature, was formed by the Governor via letter invitation and tasked with making recommendations for changes to Delaware’s charter school laws.³¹ The working group included a number of public officials, including members of the General Assembly and the State Board of Education, and various private stakeholder groups.³² The working group members held monthly meetings for approximately six months, worked together collaboratively over that

²⁹ See *Del. Op. Att'y Gen. 15-IB05*, 2015 WL 4850416, *2 (July 31, 2015) (determining that a nonprofit senior center established by private citizens was not a public body because it was not formed in the manner specified in section 10002(h)).

³⁰ See, e.g., *Del. Op. Att'y Gen. 13-IB05*, 2013 WL 5615224, at *4 (Oct. 1, 2013) (concluding that informal 24-member working group tasked with making recommendations for changes to Delaware’s charter school laws was a public body); *Del. Op. Att'y Gen. 11-IB02*, 2011 WL 1428936, at *2 (Mar. 16, 2011) (determining that city did not violate FOIA where finance director invited “stakeholders” to participate in and convened focus groups to discuss city’s electric rate structure); *Del. Op. Att'y Gen. 06-IB03*, 2006 WL 1242013, at *3 (Jan. 23, 2006) (2006) (“[W]e determine that the individuals who gathered [to discuss town charter amendments] at Councilman Chervenak’s office on November 28, 2005 — two current Council members, a State legislator, a former Cabinet Secretary, and former Town office-holders or candidates for office - as a group cannot be viewed as a single body subject to the open meeting law.”); *Del. Op. Att'y Gen. 02-IB08*, 2002 WL 970059, at *5 (Apr. 4, 2002) (determining that informal meetings between County Attorney, the Chairman of the County Board of Elections and private consultant concerning redistricting were not “advisory group” as contemplated in FOIA); *Del. Op. Att'y Gen. 01-IB15*, 2001 WL 1593115, at *5 (Oct. 23, 2001) (determining that meetings between County Administrator and his department heads and staff to develop a recommended budget did not constitute an “advisory board” to or “committee” of County Council); *Del. Op. Att'y Gen. 99-IB15*, 1999 WL 33100497, at *2 (Dec. 9, 1999) (noting that “joint” meeting of public officials from different public bodies and representatives of an outside consultant can be a public body); *Del. Op. Att'y Gen. 98-IB02*, 1998 WL 148676, at *3 (Jan. 30, 1998) (concluding that “ad hoc committee” of town council violated FOIA by conducting non-public workshops on the town’s local land use plan).

³¹ See *Del. Op. Att'y Gen. 13-IB05*, 2013 WL 5615224, at *2.

³² See *id.*

period and ultimately issued recommendations that were incorporated into legislation.³³ The public and private constituent groups were fixed at the outset and did not change during the course of the working group's existence.³⁴

The focus groups at issue here are distinguishable from the working group in *Del. Op. Att'y Gen.* 13-IB05. The focus groups were not formed, directly or indirectly, by a governmental entity or public official. The focus groups were created and run by McCormick Taylor, without input from or oversight by County Council or the Planning and Zoning Commission.³⁵ The focus groups contained no members of County Council and, at most, one member of the Planning and Zoning Commission.³⁶ In contrast to the working group in *Del. Op. Att'y Gen.* 13-IB05, the focus groups met only once, had little or no continuity of membership or interaction and were not impliedly or specifically charged with conducting investigations or making reports or recommendations. The focus groups were vehicles for McCormick Taylor to solicit and gather preliminary information from various stakeholders in advance of anticipated public meetings. They were not public bodies within the meaning of Section 10002(h).

We note there is no evidence to suggest that Respondents or McCormick Taylor used the focus groups to frustrate the goals of FOIA. To the contrary, County Council selected McCormick Taylor through a public process and convened a public workshop to explain the plan process to the public, including McCormick Taylor's role in that process. There will be one or more open meetings during which the Planning and Zoning Commission will consider publicly McCormick Taylor's plan-related recommendations, followed by one or more open meetings during which County Council will consider publicly the Planning and Zoning Commission's recommended plan. Members of the community will have adequate opportunities to observe the performance of their public officials.

³³ See *id.*

³⁴ See *id.* at *4.

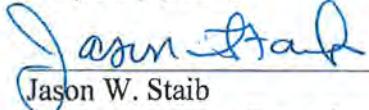
³⁵ See *Del. Op. Att'y Gen.* 02-IB08, 2002 WL 970059, at *5 (Apr. 4, 2002) (determining that County Council did not "establish" a redistricting advisory group where County Council did not select its members or hold significant influence over the group's meetings).

³⁶ The mere presence of one county official from the Planning and Zoning Commission at one focus group meeting does not establish that any particular focus group was an ad hoc committee of County Council or the Planning and Zoning Commission. We have found the existence of ad hoc committees where public officials, invoking the quorum requirement, deliberately attempt to circumvent FOIA's open meeting requirements. See, e.g., *Del. Op. Att'y Gen.* 98-IB02, 1998 WL 148676, at *3 ("Even if less than a quorum of the Town Council was present at the . . . workshops, we find that they constituted an ad hoc committee of the Council and therefore their meeting, without notice to the public, violated FOIA."). The facts here do not support such finding.

CONCLUSION

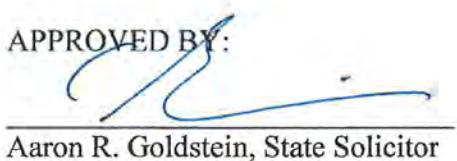
For the reasons set forth above, we conclude that Respondents did not violate FOIA in connection with the June 2016 focus group events.

Very truly yours,



Jason W. Staib
Deputy Attorney General

APPROVED BY:



Aaron R. Goldstein, State Solicitor

cc: J. Everett Moore, Esq. (via email)

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Sussex County
DELAWARE
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Memorandum

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

FROM: Gina A. Jennings
Finance Director

RE: **PUBLIC HEARING OF DEBT ORDINANCES**

DATE: June 23, 2017

On Tuesday, there will be a Public Hearing on the two attached ordinances to incur debt for two sewer projects. The first ordinance is to authorize the issuance of \$2,048,682 of General Obligation Bonds of Sussex County for the cost of the design, construction and equipping of the Route 54 expansion of the Fenwick Island Area of the Unified Sanitary Sewer District.

These bonds, issued through the State of Delaware Pollution Control Revolving Fund, are expected to be paid back over 30 years through revenues from the Route 54 expansion. At the end of the project, the County expects to receive a grant of \$621,650 to reduce the principal amount. With this issuance, the interest rate of 2 percent will be incurred, which is lower than the municipal bond market rate of around 3 percent. The debt issuance will be backed by the County's full faith credit and are within the legal debt limit of the County.

The second ordinance is to authorize the issuance of \$1,300,000 of General Obligation Bonds of Sussex County for the cost of the design, construction and equipping of the Angola North Sewer Project of the Unified Sanitary Sewer District. This increases the total issuance for this project to \$7,997,774. The County expects to receive a grant of \$1,468,000 to reduce the principal amount. These bonds, issued through the State of Delaware Pollution Control Revolving Fund, are expected to be paid back over 30 years through revenues from the Angola North Sewer Project. With this issuance, the interest rate of 2 percent will be incurred, which, again, is lower than the municipal bond market rate of around 3 percent. Lastly, this debt issuance will be backed by the County's full faith credit and are within the legal debt limit of the County.

Please let me know if you have any questions.

Attachments



COUNTY ADMINISTRATIVE OFFICES
2 THE CIRCLE | PO BOX 589
GEORGETOWN, DELAWARE 19947

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF UP TO \$2,048,682 OF
GENERAL OBLIGATION BONDS OF SUSSEX COUNTY IN CONNECTION WITH
THE ROUTE 54 EXPANSION OF THE FENWICK ISLAND SEWER AREA OF THE
UNIFIED SANITARY SEWER DISTRICT AND AUTHORIZING ALL NECESSARY
ACTIONS IN CONNECTION THEREWITH**

WHEREAS, pursuant to Title 9, Delaware Code, Section 7001(a) Sussex County (the "County") has "all powers which, under the Constitution of the State, it would be competent for the General Assembly to grant by specific enumeration, and which are not denied by statute" (the "Home Rule Power");

WHEREAS, acting pursuant to its Home Rule Power, and pursuant to Title 9, Delaware Code, Chapters 65 and 67, the County has authorized the design, construction and equipping of the wastewater collection, conveyance and transmission facilities for the Route 54 expansion of the Fenwick Island Sewer Area of the Unified Sanitary Sewer District (the "Project");

WHEREAS, pursuant to Title 9, Delaware Code, Section 6706, the County is authorized to issue its bonds and to pledge its full faith and credit thereto, to finance the cost of any object, program or purpose for which the County is authorized to raise, appropriate or expend money under Chapter 67 of Title 9; and

WHEREAS, acting pursuant to the aforesaid authority, the County desires to authorize the issuance of general obligations of the County to finance the costs of the Project and for the other purposes described herein.

NOW THEREFORE THE COUNTY OF SUSSEX HEREBY ORDAINS (AT LEAST FOUR FIFTHS OF THE MEMBERS OF COUNCIL CONCURRING HEREIN):

Section 1. Amount and Purpose of the Bonds. Acting pursuant to Title 9, Delaware Code, Chapters 65 and 67, Sussex County shall issue its negotiable general obligations in the maximum aggregate principal amount not to exceed \$2,048,682 (the "Bonds") to finance or reimburse the County for a portion of the cost of the design, construction and equipping of the Project, with the expectation that a grant in the amount of \$621,650 will be provided by the 21st Century Fund (acting on their own behalf or by and through the Delaware Department of Natural Resources and Environmental Control) (or any successor agency) to reduce the principal amount of the Bonds outstanding to \$1,427,032 upon Project completion.

The monies raised from the sale of the Bonds (including the investment earnings thereon) after the payment of the costs of issuance, shall be held in one or more Project accounts and shall be expended only for the purposes authorized herein or as may otherwise be authorized by subsequent action by County Council. Authorized purposes include the costs of planning, constructing, acquiring and equipping the Project or any portion thereof; interest on the Bonds and any interim financing during the construction period and for

a period of up to one year following the estimated date of completion; the reasonable costs of issuance of the Bonds and any interim financing; the repayment of temporary loans incurred with respect to the Project; and the reimbursement of authorized costs previously expended by the County from other funds.

Section 2. Security for the Bonds. The principal, interest and premium, if any, on the Bonds may be paid by ad valorem taxes on all real property subject to taxation by the County without limitation as to rate or amount, except as limited by Title 9, Delaware Code Section 8002 (c). Pursuant to Title 9, Delaware Code, Section 6706, the full faith and credit of the County is pledged to such payment. The Bonds shall contain a recital that they are issued pursuant to Title 9, Delaware Code, Chapter 67, which recital shall be conclusive evidence of their validity and of the regularity of their issuance. While the Bonds are backed by the County's full faith and credit, it is expected that the debt service will be paid from revenues of the Fenwick Island Sewer Area of the Unified Sanitary Sewer District.

Section 3. Terms of the Bonds. The Bonds shall be sold at such prices and upon such other terms and conditions consistent with the provisions of this Ordinance and otherwise as the County Administrator shall determine to be in the best interests of the County. The Bonds shall bear interest at such rate or rates and shall mature in such amounts and at such times, but not exceeding thirty (30) years from the date of completion of the Project, and shall be subject to redemption, as the County Administrator shall determine.

Section 4. Sale of the Bonds. The Bonds may be issued in one or more series and shall be sold in one or more public sales or private negotiated transactions upon such terms and conditions as the County Administrator shall determine shall be in the best interest of the County. It is anticipated that the Bonds will be sold to the State of Delaware Water Pollution Control Revolving Fund (acting by and through the Delaware Department of Natural Resources and Environmental Control) (or any successor agency).

Section 5. Details of the Bonds. The County Administrator is authorized to determine the details of the Bonds including the following: the date or dates of the Bonds; provisions for either serial or term bonds; sinking fund or other reserve fund requirements; due dates of the interest thereon; the form of the Bonds; the denominations and designations of the Bonds; registration, conversion and transfer provisions; provisions for the receipt, deposit and investment of the proceeds of the Bonds; provisions for the replacement of lost, stolen, mutilated or destroyed Bonds; and provisions for issuing uncertificated obligations and all procedures appropriate for the establishment of a system of issuing uncertificated debt. The Bonds shall be executed by the manual or facsimile signature of the County Administrator, shall contain an impression of the County seal or a facsimile thereof and shall be attested by the manual signature of the County Clerk. The County Administrator shall determine the form of the Bonds.

Section 6. Debt Limit. It is hereby determined and certified, as of the effective date hereof, that the issuance of the Bonds is within the legal debt limit of the County.

Section 7. Further Action. The President of the County Council, the County Administrator, the Finance Director and the County Clerk are authorized and directed to take such other action on behalf of the County, as may be necessary or desirable to effect the adoption of this Ordinance and the issuance and sale of the Bonds and to provide for their security and to carry out the intent of this Ordinance, including the publication of notices and advertisements and the execution and delivery of customary closing certificates.

Section 8. Effective Date. This Ordinance shall become effective immediately upon its passage. The County Clerk is hereby directed to publish a notice of the adoption hereof in accordance with Section 7002(m)(2) of Title 9 of the Delaware Code, as amended.

PROPOSED

ADOPTED this 20th day of June, 2017.

SUSSEX COUNTY, DELAWARE

Attest:

Clerk
Sussex County Council

President
Sussex County Council

[SEAL]

APPROVED AS TO LEGALITY AND FORM:

County Attorney

PROPOSED

SYNOPSIS: This Ordinance provides for the issuance of up to \$2,048,682 of Sussex County General Obligation Bonds in order to finance or reimburse the County for a portion of the costs for the design, construction and equipping of the wastewater collection, conveyance and transmission facilities for the Route 54 expansion of the Fenwick Island Sewer Area of the Unified Sanitary Sewer District (the "Project") with the expectation that a grant in the amount of \$621,650 will be provided by the 21st Century Fund to reduce the principal amount of the Bonds outstanding to \$1,427,032 upon Project completion.

PROPOSED

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF UP TO \$1,300,000 OF
GENERAL OBLIGATION BONDS OF SUSSEX COUNTY IN CONNECTION WITH
THE NORTH EXPANSION OF THE ANGOLA NECK SANITARY SEWER AREA OF
THE UNIFIED SANITARY SEWER DISTRICT AND AUTHORIZING ALL
NECESSARY ACTIONS IN CONNECTION THEREWITH**

WHEREAS, pursuant to Title 9, Delaware Code, Section 7001(a) Sussex County (the "County") has "all powers which, under the Constitution of the State, it would be competent for the General Assembly to grant by specific enumeration, and which are not denied by statute" (the "Home Rule Power");

WHEREAS, acting pursuant to its Home Rule Power, and pursuant to Title 9, Delaware Code, Chapters 65 and 67, the County has authorized the design, construction and equipping of the wastewater collection, conveyance and transmission facilities for the north expansion of the Angola Neck Sanitary Sewer Area of the Unified Sanitary Sewer District (the "Project");

WHEREAS, the County has already issued its \$6,697,774 General Obligation Bond (Angola North Sewer Expansion Project), Series 2015-SRF on April 22, 2015 (the "2015 Bond") to fund the Project;

WHEREAS, additional funding is needed for the Project and the County has applied for and received a supplemental loan from the Delaware Department of Natural Resources and Environmental Control in the amount of \$1,300,000;

WHEREAS, pursuant to Title 9, Delaware Code, Section 6706, the County is authorized to issue its bonds and to pledge its full faith and credit thereto, to finance the cost of any object, program or purpose for which the County is authorized to raise, appropriate or expend money under Chapter 67 of Title 9; and

WHEREAS, acting pursuant to the aforesaid authority, the County desires to authorize the issuance of general obligations of the County to finance the costs of the Project and for the other purposes described herein.

NOW THEREFORE THE COUNTY OF SUSSEX HEREBY ORDAINS (AT LEAST FOUR FIFTHS OF THE MEMBERS OF COUNCIL CONCURRING HEREIN):

Section 1. Amount and Purpose of the Bonds. Acting pursuant to Title 9, Delaware Code, Chapters 65 and 67, Sussex County shall issue its negotiable general obligations in the maximum aggregate principal amount not to exceed \$1,300,000 (the "Bonds") to finance or reimburse the County for a portion of the cost of the design, construction and equipping of the Project, with the expectation that a grant in the amount of \$1,468,000 will be provided by the 21st Century Fund (acting on their own behalf or by and through the Delaware Department of Natural Resources and Environmental Control) (or any successor agency) to reduce the combined aggregate principal amount of the Bonds and the 2015 Bond outstanding to \$6,529,774 upon Project completion.

The monies raised from the sale of the Bonds (including the investment earnings thereon) after the payment of the costs of issuance, shall be held in one or more Project accounts and shall be expended only for the purposes authorized herein or as may otherwise be authorized by subsequent action by County Council. Authorized purposes include the costs of planning, constructing, acquiring and equipping the Project or any portion thereof; interest on the Bonds and any interim financing during the construction period and for a period of up to one year following the estimated date of completion; the reasonable costs of issuance of the Bonds and any interim financing; the repayment of temporary loans incurred with respect to the Project; and the reimbursement of authorized costs previously expended by the County from other funds.

Section 2. Security for the Bonds. The principal, interest and premium, if any, on the Bonds may be paid by ad valorem taxes on all real property subject to taxation by the County without limitation as to rate or amount, except as limited by Title 9, Delaware Code Section 8002 (c). Pursuant to Title 9, Delaware Code, Section 6706, the full faith and credit of the County is pledged to such payment. The Bonds shall contain a recital that they are issued pursuant to Title 9, Delaware Code, Chapter 67, which recital shall be conclusive evidence of their validity and of the regularity of their issuance. While the Bonds are backed by the County's full faith and credit, it is expected that the debt service will be paid from revenues of the Angola Neck Sanitary Sewer Area of the Unified Sanitary Sewer District.

Section 3. Terms of the Bonds. The Bonds shall be sold at such prices and upon such other terms and conditions consistent with the provisions of this Ordinance and otherwise as the County Administrator shall determine to be in the best interests of the County. The Bonds shall bear interest at such rate or rates and shall mature in such amounts and at such times, but not exceeding thirty (30) years from the date of completion of the Project, and shall be subject to redemption, as the County Administrator shall determine.

Section 4. Sale of the Bonds. The Bonds may be issued in one or more series and shall be sold in one or more public sales or private negotiated transactions upon such terms and conditions as the County Administrator shall determine shall be in the best interest of the County. It is anticipated that the Bonds will be sold to the State of Delaware Water Pollution Control Revolving Fund (acting by and through the Delaware Department of Natural Resources and Environmental Control) (or any successor agency).

Section 5. Details of the Bonds. The County Administrator is authorized to determine the details of the Bonds including the following: the date or dates of the Bonds; provisions for either serial or term bonds; sinking fund or other reserve fund requirements; due dates of the interest thereon; the form of the Bonds; the denominations and designations of the Bonds; registration, conversion and transfer provisions; provisions for the receipt, deposit and investment of the proceeds of the Bonds; provisions for the replacement of lost, stolen, mutilated or destroyed Bonds; and provisions for issuing uncertificated obligations and all procedures appropriate for the establishment of a system of issuing uncertificated debt. The Bonds shall be executed by the manual or facsimile signature of the County Administrator shall contain an impression of the County seal or a facsimile thereof and shall be attested by the manual signature of the County Clerk. The County Administrator shall determine the form of the Bonds.

Section 6. Debt Limit. It is hereby determined and certified, as of the effective date hereof, that the issuance of the Bonds is within the legal debt limit of the County.

Section 7. Further Action. The President of the County Council, the County Administrator, the Finance Director and the County Clerk are authorized and directed to take such other action on behalf of the County, as may be necessary or desirable to effect the adoption of this Ordinance and the issuance and sale of the Bonds and to provide for their security and to carry out the intent of this Ordinance, including the publication of notices and advertisements and the execution and delivery of customary closing certificates.

Section 8. Effective Date. This Ordinance shall become effective immediately upon its passage. The County Clerk is hereby directed to publish a notice of the adoption hereof in accordance with Section 7002(m)(2) of Title 9 of the Delaware Code, as amended.

ADOPTED this 20th day of June, 2017.

SUSSEX COUNTY, DELAWARE

Attest:

Clerk
Sussex County Council

President
Sussex County Council

[SEAL]

APPROVED AS TO LEGALITY AND FORM:

County Attorney

PROPOSED

SYNOPSIS: This Ordinance provides for the issuance of up to \$1,300,000 of Sussex County General Obligation Bonds in order to finance or reimburse the County for a portion of the costs for the design, construction and equipping of the wastewater collection, conveyance and transmission facilities for the Angola North Sewer Expansion Project (the "Project") with the expectation that a grant in the amount of \$1,468,000 will be provided by the 21st Century Fund to reduce the combined aggregate principal amount of the Bonds and the 2015 Bond outstanding to \$6,529,774 upon Project completion.

PROPOSED

BRAD D. WHALEY
DIRECTOR OF COMMUNITY
DEVELOPMENT & HOUSING
(302) 855-7777 T
(302) 854-5397 F
bwhaley@sussexcountyde.gov



Sussex County
DELAWARE
sussexcountyde.gov

MEMORANDUM

TO: Sussex County Council
The Honorable Michael H. Vincent, President
The Honorable Samuel R. Wilson
The Honorable George B. Cole, Vice President
The Honorable Irwin G. Burton III
The Honorable Robert B. Arlett
Todd Lawson, County Administrator

FROM: Brad D. Whaley

RE: **2017 HPG Application**

DATE: June 21, 2017

During Tuesday's Council meeting, I will requesting Council's permission to apply for a small USDA Housing Preservation Grant (HPG). We have applied for and used this funding for over 20 years to assist low and very low-income homeowners with small home repairs.

The amount of the Grant request will be \$25,000.00, and we hope to assist six (6) households in rural Sussex County.



COUNTY ADMINISTRATIVE OFFICES WEST COMPLEX
22215 DUPONT BOULEVARD | PO BOX 589
GEORGETOWN, DELAWARE 19947

RESOLUTION NO.
AUTHORIZATION TO SUBMIT APPLICATION

BE IT KNOWN, the Sussex County Council resolves to apply for a Housing Preservation Grant (HPG) from the U.S. Department of Agriculture (USDA) Rural Housing Service (RHS), authorized under Title 42, Section 1490 of United States Code and implemented through Title 7, Part 1944, subpart N of the Code of Federal Regulations; and

WHEREAS, Sussex County has met the pre-application requirements of the HPG; and Sussex County is eligible to submit application for such grants through the RHS.

BE IT RESOLVED that the Sussex county Council endorses the pre-application to USDA Rural Development for HPG funds, in the total amount of \$25,000; and

BE IT FURTHER RESOLVED by the Sussex County Council that Todd F. Lawson, County Administrator, is authorized to submit the Fiscal Year 2017 Housing Preservation Grant application with all understandings and certifications contained therein to USDA Rural Development.

I DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF
RESOLUTION NO. _____ PASSED BY THE COUNCIL OF SUSSEX COUNTY
ON THE 27th DAY OF JUNE 2017.

Robin A. Griffith
Clerk of the County Council

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: June 22, 2017

RE: **FAA GRANT**

At the June 27th Council meeting, the Engineering Department will present a task order agreement with Delta Airport Consultants for design and bidding services for Sussex County Project 17-20, *Construct Taxiway D – Design*. The cost of the agreement is not to exceed \$470,496. If approved, we will then recommend your acceptance of a \$430,196 FAA grant offer that will provide 90% of the funding for this project.

The project will design, and prepare for bid, a full-length taxiway parallel to Runway 10-28; our “crosswind runway”. You may recall, we presented the overall project at the April 11th Council meeting and received your approval to request an Airport Improvement Program grant and move forward with the overall project.

Here's how the grant process works: The US Secretary of Transportation has released the funds for this project to the Harrisburg Airports District Office (ADO). The ADO, in turn, has made a grant offer to the County. After accepting the grant, our “line of credit” with the Federal government will be increased by the grant amount.

As you know, the County must not only formally accept the money, but the obligations that come with it. These obligations are found in our Master Agreement with the FAA and other conditions included in the grant document. The Master Agreement is sometimes referred to as “grant assurances”, because of the 39 assurances found in the document.

We look forward to your acceptance of the grant for this important project. Please feel free to call me at 855-7775 if you have any questions.

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



AIRPORT TERMINAL BUILDING
21553 RUDDER LANE | PO BOX 589
GEORGETOWN, DELAWARE 19947

TASK ORDER NO. SIX (6)
PROFESSIONAL SERVICES AGREEMENT



PROJECT: Construct Parallel Taxiway D

AIRPORT: Delaware Coastal Airport

DELTA PROJECT NO.: 17010

DATE OF ISSUANCE: March 24, 2017

ATTACHMENTS:

- 1) Scope of Services
- 2) Estimated Plan Sheets
- 3) 2017 Rate Schedule

METHOD OF PAYMENT: Unit Price + Fixed Fee

TASK ORDER AMOUNT: \$ 470,496 (not to exceed \$470,496)

CONTRACT TIME: Final Review Documents: 240 Days From NTP
(Exclusive of local SWM and E&S review and approval)

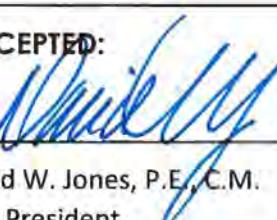
PROJECT DESCRIPTION: Design and Bidding Phase Services for:

- Construct New Parallel Taxiway D (approx. 3,100' x 35')
- Construct 4 Connector Taxiways (3 approx. 185' x 35' and 1 approximately 500' x 35')
- Construct holding aprons at each end of Taxiway D (approx. 220' each)
- Construct associated drainage, SWM, lighting, and marking

The original Agreement for Professional Services between the Sussex County Council (OWNER) and Delta Airport Consultants, Inc., (CONSULTANT) for Professional Services at the Sussex County Airport (now Delaware Coastal Airport) dated June 13, 2014, shall govern all TASK ORDERS executed under this Agreement unless modified in writing and agreed to by CONSULTANT and OWNER.

ACCEPTED:

by:


3-24-17

David W. Jones, P.E., C.M.
Vice President
Delta Airport Consultants, Inc.
3544 North Progress Avenue, Suite 200
Harrisburg, PA 17110

APPROVED:

by:

Hans M. Medlarz, P.E.
County Engineer
Sussex County Engineering Department
#2 The Circle, P.O. Box 589
Georgetown, DE 19947

ATTACHMENT 1
SCOPE OF SERVICES



Construct Parallel Taxiway D
Delaware Coastal Airport
Delta Project No. 17010

March 24, 2017

PHASE	DETAILED TASKS
SCHEMATIC DESIGN (SD)	<ul style="list-style-type: none">Scope of Services and ContractScoping Coordination / Meeting (1)Pre-Design Meeting (1)Evaluate Existing ConditionsPhasing AlternativesPavement Analysis & AlternativesConcept GeometricsConcept GradingConcept Drainage & SWMConcept EstimatesOwner CoordinationFAA/ State CoordinationProject CorrespondenceCoordinate SubconsultantsDesign Meetings / Site Visits (1)



Construct Parallel Taxiway D
Delaware Coastal Airport
Delta Project No. 17010

March 24, 2017

PHASE	DETAILED TASKS
DESIGN DEVELOPMENT (DD)	<p>Final Pavement Design</p> <p>Final Geometrics</p> <p>Prelim Grading</p> <p>Prelim Plan and Profile</p> <p>Prelim Drainage & SWM</p> <p>Prelim Erosion & Sediment Control</p> <p>Prelim Electrical & Lighting Control</p> <p>Prelim Phasing Plan</p> <p>Prelim CSPP Document</p> <p>Prelim Estimates</p> <p>Owner Coordination</p> <p>FAA / State Coordination</p> <p>Electrical Service/Vault Coordination</p> <p>Project Correspondence</p> <p>Coordinate Subconsultants</p> <p>Preliminary Design Report</p> <p>Preliminary Design Review Submittal</p> <p>Design Meetings / Site Visits (1)</p> <p>Agency / Owner Coordination Meetings (1)</p> <p>General Provisions Coordination</p> <p>Outline Specifications</p> <p>FAA 7460 Form</p> <p>Funding & Bidding Alternatives</p>

Construct Parallel Taxiway D
Delaware Coastal Airport
Delta Project No. 17010

March 24, 2017

PHASE	DETAILED TASKS
CONSTRUCTION DOCUMENTS (CD)	<p>Final Grading Final Drainage & SWM Final Erosion & Sediment Control Final Electrical & Lighting Control Final Phasing Plan Final CSPP Document Final Estimates Owner Coordination FAA/ State Coordination Project Correspondence Coordinate Subconsultants Final Design Report Drainage & SWM Calculations Report Erosion & Sediment Control Report Design Meetings / Site Visits (1) Agency / Owner Coordination Meetings (2) Final Specifications Prepare Final Design Review Submittal Quality Control and Design Review Review Comment Responses Revised Drainage & SWM Calculations Reports Revised ESC Calculations Reports Bid Alternates Print, Seal, & Coordinate Signature Sets</p>

ATTACHMENT 1
SCOPE OF SERVICES



Construct Parallel Taxiway D
Delaware Coastal Airport
Delta Project No. 17010

March 24, 2017

PHASE	DETAILED TASKS
BIDDING (BD)	Bid Preparation, Advertisement, Distribution Pre-Bid Meeting (1) Bidder Questions, Answers, & Addenda Bid Opening Bid Tabulation Coordinate Award

ITEMS NOT INCLUDED IN SCOPE:

- Environmental Clearance (by Owner)
- Grant Application (by Owner)
- Funding Reimbursement Requests (by Owner)
- DBE Program and Goals Update (by Owner)
- Bid Advertisement Cost (by Owner)
- Review and Permitting Fees (by Owner)
- Construction Administration Phase Services

ATTACHMENT 2
ESTIMATED PLAN SHEETS



Construct Parallel Taxiway D
 Delaware Coastal Airport
 Delta Project No. 17010

March 24, 2017

DISCIPLINE	SHEET DESCRIPTION	# OF SHEETS	Base Scope	Schematic	Design Development	Construction Documents
GENERAL	Cover Sheet	1		●	●	
	Summary of Quantities	0.5		●	●	
	Bid Alternates Overview & Description	0.5		●	●	
	General Layout	1		●	●	
	Phasing and Work Area Layout	1	●	●	●	
	Phasing Notes	1		●	●	
	Phasing Details	1		●	●	
CIVIL	Demolition	2		●	●	
	Geometric Layout	2	●	●	●	
	Grading & Drainage	3	●	●	●	
	Grading & Drainage - SWM Basins	1	●	●	●	
	Borrow / Surplus Stockpile Areas	1		●	●	
	Erosion & Sediment Control Layout	1		●	●	
	Erosion & Sediment Control Notes	1		●	●	
	Erosion & Sediment Control Details	1		●	●	
	Typical Sections	1	●	●	●	
	Pavement Details	0.5		●	●	
	Pavement Tie-In & Transition Details	0.5		●	●	
	Drainage Details	2		●	●	
	BMP/SWM Details	2		●	●	
	Marking Layout	2		●	●	
	Marking Details	1		●	●	
	Miscellaneous Details	1		●	●	
	Drainage Profiles	1			●	
	Utility Profiles	1			●	
	Centerline Profiles	2		●	●	
	Cross Sections	20			●	

ATTACHMENT 2
ESTIMATED PLAN SHEETS



Construct Parallel Taxiway D
Delaware Coastal Airport
Delta Project No. 17010

March 24, 2017

DISCIPLINE	SHEET DESCRIPTION	# OF SHEETS	SHEETS INCLUDED		
			Base Scope	Schematic	Design Development
ELECTRICAL	Lighting, Signs, Misc. Electrical Layout	2		●	●
	Lighting, Signs, Misc. Electrical Details	1		●	●
	Sign Schedule	1		●	●
	Trench Details	1		●	●
	Manhole & Pullcan Details	1		●	●
	Electrical Vault Equipment Layout	0.5		●	●
	Electrical Vault Schedules	0.5		●	●
	Electrical Vault Details	0.5		●	●
	Lighting Control Panel Details	0.5		●	●
GRAND TOTAL			60		

**ATTACHMENT 3
2017 RATE SCHEDULE**



Delta Airport Consultants, Inc.

Date: April 21, 2016

<u>Item</u>	<u>2017</u>
Work Hours Billing Rates (with overhead)	
Principal	\$235
Project Manager/Registered Professional	\$203
Design Professional (Engineer/Planner)	\$126
Project Production/Administration	\$104
Clerical	\$44
Field Representative	\$94
Direct Nonsalary Expenses	
Automobile (per mile)	Federal Gov. guidelines
Aircraft (per mile)	Federal Gov. guidelines
Per Diem - Resident Project Rep	Federal Gov. guidelines
Long term - meals & lodging (per cal day)	
Airline, Rental Car, Charter, etc.	Direct
Printing	Direct
Bid Advertisement	Direct
Meals, Lodging, etc. (short term)	Direct
Miscellaneous	Direct
Subcontracted Services	
Subcontracted Services	Direct
Delta Profit	
Delta Profit	Fixed Fee

Notes:

1. Billing rates for future years will be increased by 3% annually.
2. Billing rates based on estimated 2017 salaries (i.e.: 2016 salaries plus 3% inflation).
3. Work hour rates include labor overhead, general & administrative overhead per FAA AC 150/5100-14E, paragraph 4-10



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I—OFFER

Date of Offer	JUN 19 2017
Airport/Planning Area	Delaware Coastal Airport
AIP Grant Number	3-10-0007-033-2017
DUNS Number	175532589

TO: Sussex County, Delaware
(herein called the "Sponsor")

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated April 12, 2017, for a grant of Federal funds for a project at or associated with the Delaware Coastal Airport, which is included as part of this Grant Agreement; and

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

Install Infrastructure to Support RNAV Approach (Construct Parallel Taxiway D), Phase I

which is more fully described in the Project Application.

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

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

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

CONDITIONS

- 1. Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$430,196**.

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

\$0 for planning

\$430,196 airport development or noise program implementation; and,

\$0 for land acquisition.

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

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

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

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

- 3. Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
- 4. Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
- 5. Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
- 6. Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
- 7. Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
- 8. Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **July 27, 2017**, or such subsequent date as may be prescribed in writing by the FAA.
- 9. Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of

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

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

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

- A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).

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

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

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

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

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

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

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

16. Buy American. Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the

United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

17. Maximum Obligation Increase For Nonprimary Airports. In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

- A. May not be increased for a planning project;
- B. May be increased by not more than 15 percent for development projects;
- C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.

18. Audits for Public Sponsors. The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.

19. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:

- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

20. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. AIP Funded Work Included in a PFC Application.

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

22. Exhibit "A" Property Map. The Exhibit "A" Property Map dated July 15, 2014, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.**23. Employee Protection from Reprisal.****A. Prohibition of Reprisals –**

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

24. Design Grant. This grant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years

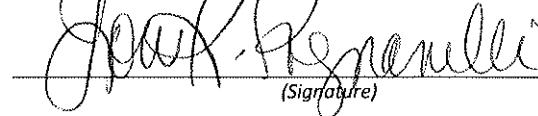
from the execution of this grant agreement, the FAA may suspend or terminate grants related to the design.

SPECIAL CONDITIONS

25. **Unsigned Negotiated Agreement.** It is understood and agreed by the parties hereto, that this Grant is being issued on the basis of a preliminary agreement. It is further understood and agreed that the Federal Aviation Administration (FAA) will not concur with the issuance of a Notice to Proceed or approve any federal payments until the executed Negotiated Agreement has been submitted to and approved in writing by the Harrisburg Airports District Office.

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

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Lori K. Pagnanelli

(Typed Name)

Manager, Harrisburg Airports District Office

(Title of FAA Official)

PART II – ACCEPTANCE

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

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

Executed this _____ day of _____.

Sussex County, Delaware

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

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

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

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

By: _____
(Signature of Sponsor's Attorney)

ASSURANCES

AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.**1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

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

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

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

3. Airport Planning Undertaken by a Sponsor.

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

C. Sponsor Certification.

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

1. General Federal Requirements.

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

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.¹²
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act; P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

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

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

FEDERAL REGULATIONS

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

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

SPECIFIC ASSURANCES

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

FOOTNOTES TO ASSURANCE C.1.

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

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

5. Preserving Rights and Powers.

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

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

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

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

11. Pavement Preventive Maintenance.

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

12. Terminal Development Prerequisites.

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

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

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

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

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

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

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

19. Operation and Maintenance.

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

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

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

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

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

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

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

23. Exclusive Rights.

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

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

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

24. Fee and Rental Structure.

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

25. Airport Revenues.

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

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

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

26. Reports and Inspections.

It will:

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

27. Use by Government Aircraft.

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

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

28. Land for Federal Facilities.

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

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

29. Airport Layout Plan.

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

30. Civil Rights.

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

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

- sponsor's programs and activities.
- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.
- The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:
- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 2) So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- "The (Name of Sponsor), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
- e. Required Contract Provisions.
- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 - 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 - 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 - 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

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

31. Disposal of Land.

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

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

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

32. Engineering and Design Services.

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

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

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

35. Relocation and Real Property Acquisition.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

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

nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).

38. Hangar Construction.

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

39. Competitive Access.

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



**FAA
Airports**

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

Updated: 1/24/2017

View the most current versions of these ACs and any associated changes at:

http://www.faa.gov/airports/resources/advisory_circulars_and

http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 1	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design

NUMBER	TITLE
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

NUMBER	TITLE
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases

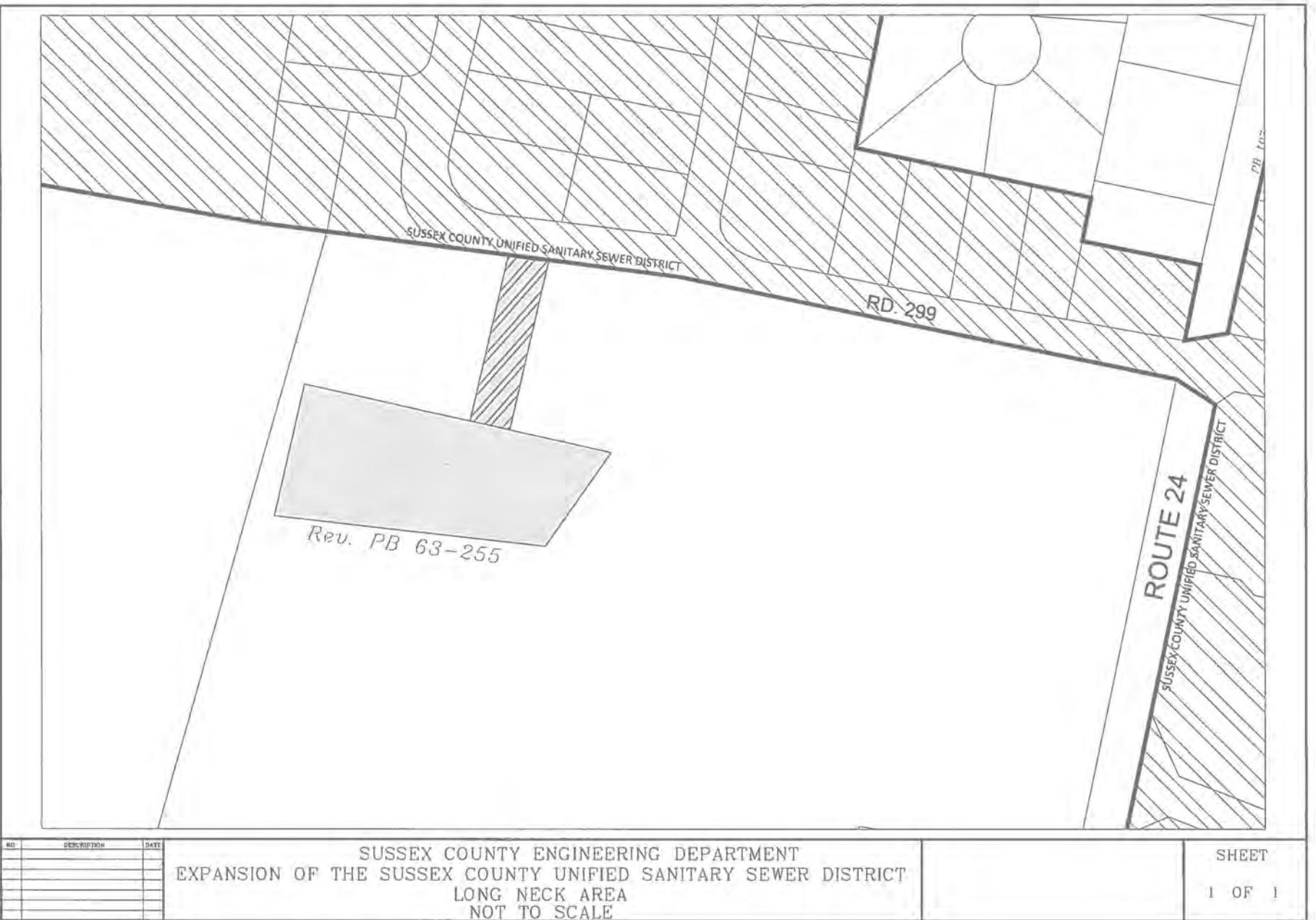
THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 12/31/2015

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

TH WHITE ANNEXATION **FACT SHEET**

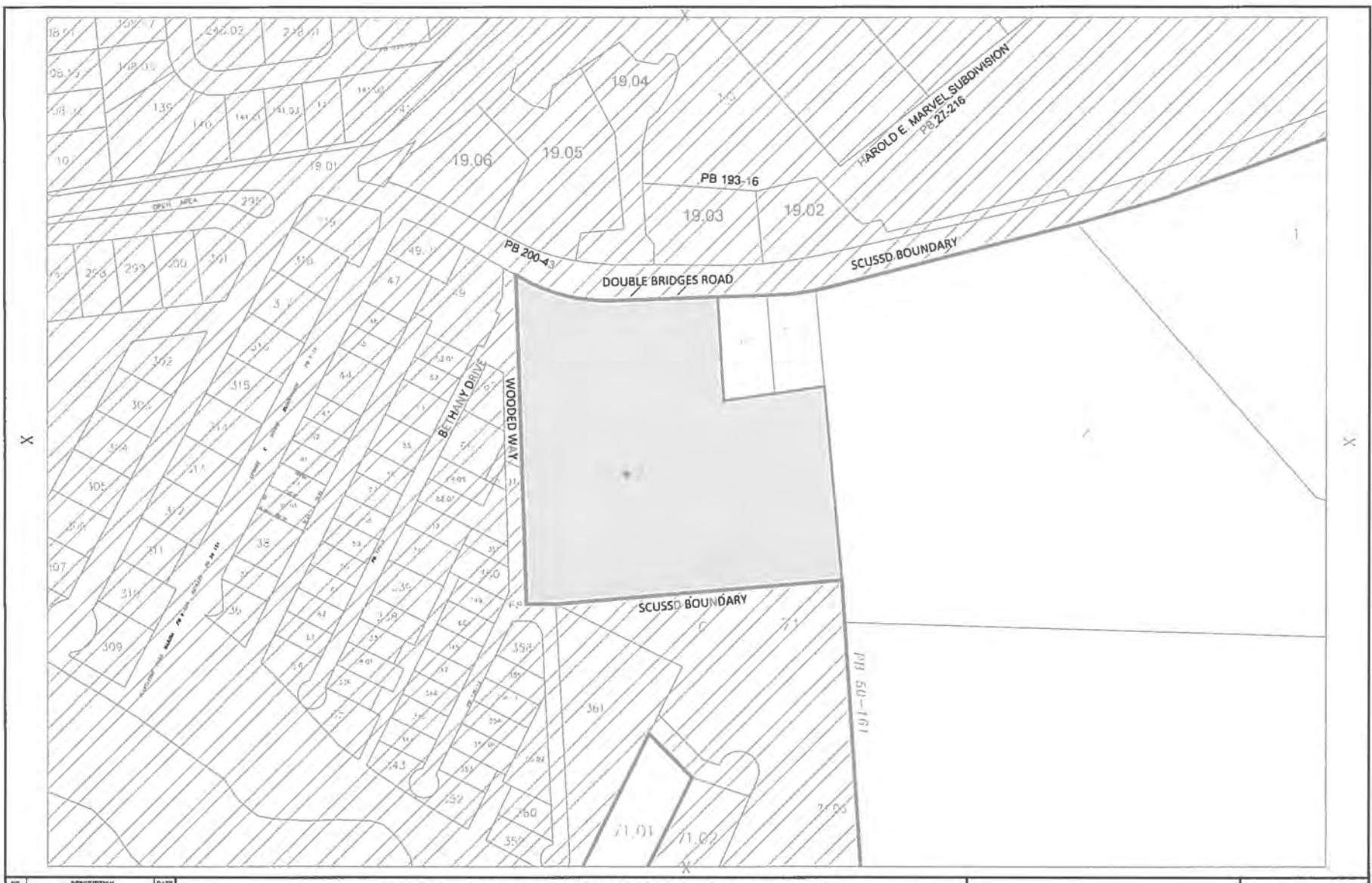
- Request for permission to prepare and post notices for an expansion of the Sussex County Unified Sanitary Sewer District (Long Neck Area).
- Parcel 234-23.00-114.01 and easement from parcel to Branch Road.
- Expansion was requested by TH White, owner of the property
- Parcel was identified as needing a septic system upgrade at the purchase of the property, owner would prefer connection to County run sewer system vs. installing a new septic system.
- Purchase of the property included an easement to Branch Road. By including the easement in this request it makes the parcel contiguous and provides a path for the pipeline from residence to the infrastructure being installed in Branch Road.
- Owner proposes to connect the existing home and shop located on the parcel.
- The project will be responsible for System Connection Charges in place at the time of connection.
- A Public Hearing is tentatively scheduled for July 25, 2017 10:15am at the regular County Council meeting.



SALISBURY ANNEXATION

FACT SHEET

- Request for permission to prepare and post notices for an expansion of the Sussex County Unified Sanitary Sewer District (Miller Creek Area).
- The owner of Parcel 134-19.00-69.00 has requested annexation.
- The owner is desirous of constructing their single-family home at this time with plans on sub-dividing several lots of in the future.
- The parcel is adjacent to our sewer district and the Engineering Department has planned capacity for the parcel.
- The owner is aware that a lateral needs to be installed for their home and this cost is their responsibility.
- Any further subdivision of the parcel will require additional laterals, also at the owner's expense.
- The project will be responsible for System Connection Charges in place at the time of connection.
- A Public Hearing is tentatively scheduled for August 22, 2017 10:15am at the regular County Council meeting.



SUSSEX COUNTY ENGINEERING DEPARTMENT
PROPOSED ROBIN SALISBURY ANNEXATION OF THE SUSSEX COUNTY
UNIFIED SANITARY SEWER DISTRICT (SCUSSD) - MILLER CREEK AREA

SHEET
1 OF 1

ENGINEERING DEPARTMENT

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



Sussex County

DELAWARE
sussexcountyde.gov

HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

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, P.E., County Engineer

RE: **RT-54 AREA EXPANSION OF THE UNIFIED SANITARY SEWER DISTRICT**
PROJECT NO. 14-10; RECOMMENDATION FOR AWARD

DATE: June 27, 2017

Based on petitions received, Sussex County Council held an initial public hearing on February 10, 2015, considering a sewer district expansion for the Route 54 area west of the then Fenwick Island Sanitary Sewer District. Subsequently, a 2nd public hearing was held on June 3, 2015, and the Council approved the expansion that same day. On August 4, 2015, Council approved a contract with Hazen & Sawyer for the design of Project 14-10. The project will be funded using the Delaware State Revolving Loan Fund.

The project is located along Route 54, from west of Route 20 through Williamsville and involves the construction of approximately 7,000 linear feet of gravity sewer with limited pavement repair of the impacted roadways. An existing force main will be abandoned with flow being separately maintained during construction. The entire project limits will be paved by DelDOT in 2018 after completion of the project utilizing State funds.

The project was publicly advertised and four (4) bids were received on June 20, 2017, ranging in price from \$2,230,511 to \$5,943,190.00 compared to Hazen and Sawyer's estimate at \$1,889,625.00 or approximately 18% less than low bid. In the current bidding environment, with four (4) bids received, we are confident the low bid represents the best price and recommend award in conjunction with Hazen and Sawyer's attached recommendation to award to George & Lynch, Inc., in the amount of \$2,230,511.00. The project duration is 160 calendar days with an anticipated start this summer after agency concurrence and completion early 2018.

A further expansion of the sewer district based on petitions will be considered by Council after another public hearing scheduled for July 18, 2017. The limited gravity sewer sections required to serve the pending request are included in the current project. The bid is unit price based and said sections can be removed if not needed.



COUNTY ADMINISTRATIVE OFFICES
2 THE CIRCLE | PO BOX 589
GEORGETOWN, DELAWARE 19947



Hazen and Sawyer
One South Street, Suite 1150
Baltimore, MD 21202 • 410.539.7681

June 21, 2017

Mr. Joe Wright
Sussex County Engineering Department
Sussex County Administrative Office Building, 3rd Floor
2 The Circle, PO Box 589
Georgetown, DE 19947

Re: Rt. 54 Sewer Expansion of the Fenwick Island Sanitary Sewer District (FISSD)
Project No. 14-10
Construction Bid Proposal Review and Recommendation for Award

Dear Mr. Wright:

Hazen and Sawyer (Hazen) has reviewed the bid packages for the referenced project received by the County on Tuesday June 20, 2017 and transmitted to us electronically on the same date. We have also reviewed and attached the County's tabulation of the bids received in comparison to the engineer's estimate of construction cost.

Bid Tabulation, Review and Evaluation

There are four contractors that bid the project with bid range of \$2,230,511.00 to \$5,943,190.00. We have checked the math on each bid form and found no math errors in the bids, or qualifying remarks, stipulations etc. with regards to the proposed cost. George and Lynch is the apparent low bidder with a proposed cost of \$2,230,511.00. The spreadsheet, prepared and provided by the County, comparing the bids received, by line item, and comparison to the engineer's construction cost estimate is attached. Note that we checked the spreadsheet and info appears to have been transposed correctly from the bid forms.

The engineer's estimate for this project is \$1,889,625.00. The apparent low bid is \$340,886.00 more than the engineer's estimate or approximately 18% higher. Note that these costs include approximately \$400,000.00 in stipulated and unstipulated contingent cost items which are 20% of the bid costs. These contingent items may or may not be used in the project depending on actual field conditions and other factors at the time of construction.

After review of the details of the George and Lynch proposal, it appears that the majority of the additional costs over and beyond the engineer's estimate are in the laterals, wyes and manhole frames and covers. This can be explained because much of this work is in the paved section/travel way of Rt. 54 increasing the cost of that work due to traffic control, temporary pavement restoration, etc., associated with those items. Unfortunately, these additional costs for these line items were not captured in the engineer's estimate.



Hazen and Sawyer
One South Street, Suite 1150
Baltimore, MD 21202 • 410.539.7681

Completeness of Bid Package

Hazen reviewed George and Lynch's bid package and it appears that it was complete in all respects with regard to the bid bond, business license, subcontractor information, self-performing in excess of 50% of the work, equal opportunity certification, stored material certifications, G&L affidavit for drug testing program, DBE paperwork, Addendum 1 and 2 acknowledgments. All paperwork requiring authorized signature and notarization have been signed and notarized.

Experience with Sussex County

George and Lynch has a long history of performing public sewer projects in Sussex County. Based on our discussions with the County, George and Lynch has generally performed well on those contracts. The County considers them to be professional and well qualified to perform this project.

Recommendation for Award

Based on the bid package review and prior County experience, Hazen recommends George and Lynch be awarded the Rt. 54 Sewer Expansion Project based on the completeness of the bid package, qualifications to perform the work, prior successful performance of similar work for the County as well as fair market value of their bid.

If you have any comments or questions, feel free to contact this office.

Very Truly Yours,

Joseph C. Sowinski, P.E.
Senior Associate

Enclosures: County Prepared Bid Tabulation
Cc: Alex Lopez, Hazen and Sawyer
File: 32361-001

ROUTE 54 SEWER EXPANSION OF THE FENWICK ISLAND SANITARY SEWER DISTRICT PROJECT NO. 14-10				Engineer's Estimate		George & Lynch		A-Del Construction		Allan Myers		Lindstrom Excavating		
Bid Item	Description of Work		Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
PART A - BASE BID														
A-1	Mobilization	1	LS	\$89,800.00	\$89,800.00	\$101,900.00	\$101,900.00	\$114,000.00	\$114,000.00	\$160,000.00	\$160,000.00	\$250,000.00	\$250,000.00	
A-2	Furnish and Install PVC Gravity Sewer 8"	1,680	LF	\$95.00	\$159,800.00	\$193.10	\$324,408.00	\$212.00	\$356,160.00	\$180.00	\$382,400.00	\$176,800.00	\$380,000.00	
A-3	Furnish and Install PVC Gravity Sewer 12"	340	LF	\$120.00	\$40,800.00	\$132.95	\$45,203.00	\$173.00	\$58,820.00	\$200.00	\$68,000.00	\$350.00	\$119,000.00	
A-4	Furnish and Install PVC Gravity Sewer 15"	4,920	LF	\$150.00	\$738,000.00	\$119.30	\$896,956.00	\$125.50	\$617,460.00	\$230.00	\$1,131,600.00	\$382,000.00	\$1,079,440.00	
A-5	Furnish and Install PVC Lateral 6"	1,400	LF	\$85.00	\$119,000.00	\$129.70	\$181,580.00	\$190.00	\$266,600.00	\$300.00	\$420,000.00	\$202.00	\$282,800.00	
A-6	Furnish and Install PVC Lateral 8"	725	LF	\$95.00	\$68,875.00	\$137.28	\$99,528.00	\$234.00	\$169,650.00	\$300.00	\$217,500.00	\$208.00	\$150,800.00	
A-7	Furnish and Install PVC Wye Branches 8"x8"	20	EA	\$215.00	\$4,300.00	\$414.80	\$8,296.00	\$454.00	\$9,080.00	\$35.00	\$700.00	\$1,500.00	\$30,000.00	
A-8	Furnish and Install PVC Wye Branches 8"x8"	2	EA	\$300.00	\$600.00	\$492.00	\$984.00	\$107.00	\$2,140.00	\$60.00	\$120.00	\$1,800.00	\$3,200.00	
A-9	Furnish and Install PVC Wye Branches 12"x6"	3	EA	\$320.00	\$960.00	\$733.00	\$2,199.00	\$195.00	\$585.00	\$135.00	\$405.00	\$1,700.00	\$5,100.00	
A-10	Furnish and Install PVC Wye Branches 12"x8"	1	EA	\$430.00	\$430.00	\$867.00	\$867.00	\$310.00	\$310.00	\$200.00	\$200.00	\$1,800.00	\$1,800.00	
A-11	Furnish and Install PVC Wye Branches 15"x6"	17	EA	\$455.00	\$7,735.00	\$981.00	\$16,677.00	\$690.00	\$11,730.00	\$240.00	\$4,080.00	\$1,900.00	\$32,300.00	
A-12	Furnish and Install PVC Wye Branches 15"x8"	3	EA	\$525.00	\$1,575.00	\$1,041.00	\$3,123.00	\$1,340.00	\$4,020.00	\$240.00	\$720.00	\$2,000.00	\$6,000.00	
A-13	Furnish and Install Precase Manholes Complete and in Place 4'	365	VF	\$400.00	\$146,000.00	\$574.00	\$209,510.00	\$293.00	\$106,945.00	\$500.00	\$182,500.00	\$1,730.00	\$31,450.00	
A-14	Furnish and Install Precase Manholes Complete and in Place 5'	25	VF	\$550.00	\$13,750.00	\$784.00	\$19,600.00	\$440.00	\$11,000.00	\$1,500.00	\$37,500.00	\$1,800.00	\$45,400.00	
A-15	Furnish and Install Manhole Frames and Covers	35	EA	\$580.00	\$20,300.00	\$1,193.00	\$41,755.00	\$660.00	\$22,100.00	\$750.00	\$26,250.00	\$1,000.00	\$35,000.00	
A-16	Furnish and Install PVC Inside Drop	2	EA	\$2,000.00	\$4,000.00	\$479.00	\$17,580.00	\$3,070.00	\$6,140.00	\$500.00	\$1,000.00	\$10,000.00	\$20,000.00	
A-17	Furnish and Install PVC Lateral Cleanouts 6"	40	EA	\$400.00	\$16,000.00	\$1,035.00	\$41,400.00	\$493.00	\$19,720.00	\$1,200.00	\$48,000.00	\$2,105.00	\$84,200.00	
A-18	Furnish and Install PVC Lateral Cleanouts 8"	15	EA	\$500.00	\$7,500.00	\$1,173.00	\$17,595.00	\$685.00	\$10,275.00	\$1,300.00	\$19,500.00	\$2,300.00	\$34,500.00	
A-19	Furnish and Install Hot Mix Type Overlay Type C 1 3/4"	2,000	SY	\$12.00	\$24,000.00	\$23.09	\$46,180.00	\$23.00	\$46,000.00	\$18.50	\$37,000.00	\$30.00	\$60,000.00	
A-20	Abandon/Demolish Existing 8' Force Main	1	LS	\$20,000.00	\$20,000.00	\$31,746.00	\$31,746.00	\$10,300.00	\$10,300.00	\$38,000.00	\$100,000.00	\$100,000.00	\$100,000.00	
A-21	Sidewalk Replacement	1	LS	\$15,000.00	\$15,000.00	\$16,915.00	\$16,915.00	\$18,400.00	\$18,400.00	\$9,000.00	\$9,000.00	\$25,000.00	\$25,000.00	
A-22	Pump and Haul/Temporary Bypass	1	LS	\$30,000.00	\$30,000.00	\$27,276.00	\$27,276.00	\$33,000.00	\$33,000.00	\$70,000.00	\$75,000.00	\$75,000.00	\$75,000.00	
A-23	Project Record Drawings	1	LS	\$4,000.00	\$4,000.00	\$6,152.00	\$6,152.00	\$11,000.00	\$11,000.00	\$6,500.00	\$6,500.00	\$25,000.00	\$25,000.00	
TOTAL FOR PART A						\$1,532,325.00		\$1,847,430.00		\$1,905,835.00		\$2,780,975.00		\$5,172,390.00
PART B - Stipulated Bid Items														
B-1	Contingent Unclassified Excavation	800	CY	\$11.00	\$8,800.00	\$11.00	\$8,800.00	\$11.00	\$8,800.00	\$11.00	\$8,800.00	\$11.00	\$8,800.00	
B-2	Contingent Borrow Material, Borrow Type C (Backfill)	2,000	CY	\$16.00	\$32,000.00	\$16.00	\$32,000.00	\$16.00	\$32,000.00	\$16.00	\$32,000.00	\$16.00	\$32,000.00	
B-3	Contingent Aggregate Material, Grade B Aggregate Type B (Crusher Run)	100	Ton	\$25.00	\$2,500.00	\$25.00	\$2,500.00	\$25.00	\$2,500.00	\$25.00	\$2,500.00	\$25.00	\$2,500.00	
B-4	Contingent Crushed Stone (Main Line), Coarse Aggregate No. 57 Stone	500	Ton	\$25.00	\$12,500.00	\$25.00	\$12,500.00	\$25.00	\$12,500.00	\$25.00	\$12,500.00	\$25.00	\$12,500.00	
B-5	Contractor Down Time (Main Line Crew)	25	per hour	\$400.00	\$10,000.00	\$400.00	\$10,000.00	\$400.00	\$10,000.00	\$400.00	\$10,000.00	\$400.00	\$10,000.00	
B-6	Contractor Down Time (Lateral Crew)	25	per hour	\$500.00	\$7,500.00	\$300.00	\$7,500.00	\$300.00	\$7,500.00	\$300.00	\$7,500.00	\$300.00	\$7,500.00	
B-7	Contingent Hot Mix	100	Ton	\$100.00	\$10,000.00	\$100.00	\$10,000.00	\$100.00	\$10,000.00	\$100.00	\$10,000.00	\$100.00	\$10,000.00	
TOTAL FOR PART B						\$83,300.00		\$83,300.00		\$83,300.00		\$83,300.00		\$83,300.00
PART C - Unstipulated Bid Items														
C-1	Contingent Well Replacement	1	EA	\$10,000.00	\$10,000.00	\$11,550.00	\$11,550.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00	
C-2	Contingent On-Site Soil Testing	500	Hours	\$75.00	\$37,500.00	\$58.00	\$29,000.00	\$50.00	\$25,000.00	\$80.00	\$40,000.00	\$150.00	\$75,000.00	
C-3	Contingent Soils Laboratory Tests	25	EA	\$320.00	\$8,000.00	\$350.00	\$8,750.00	\$200.00	\$5,000.00	\$500.00	\$12,500.00	\$500.00	\$12,500.00	
C-4	Contingent Well Pointing (First 200')	1	LS	\$25,000.00	\$25,000.00	\$15,794.00	\$15,794.00	\$26,800.00	\$26,800.00	\$16,000.00	\$16,000.00	\$50,000.00	\$50,000.00	
C-5	Contingent Well Pointing	5,100	LF	\$35.00	\$178,500.00	\$45.17	\$230,367.00	\$50.70	\$25,870.00	\$60.00	\$306,000.00	\$100.00	\$510,000.00	
C-6	Contingent Test Pits	10	EA	\$1,500.00	\$15,000.00	\$432.00	\$4,320.00	\$1,370.00	\$4,000.00	\$4,000.00	\$2,500.00	\$2,500.00	\$2,500.00	
TOTAL FOR PART C						\$274,000.00		\$299,781.00		\$334,070.00		\$383,500.00		\$687,500.00
TOTAL BASE BID (PART A, B, & C)						\$1,889,625.00		\$2,230,511.00		\$2,323,205.00		\$3,247,775.00		\$5,943,190.00



SUSSEX COUNTY GOVERNMENT GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: Lewes Historical Society

PROJECT NAME: Lewes History Museum

FEDERAL TAX ID: 51-6017951

NON-PROFIT: YES NO

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

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

ORGANIZATION'S MISSION: The new Museum will educate, inspire and entertain visitors year-round with exhibits, programs, presentations and events built around the fascinating history of Lewes, DE, the first town in the first state.

ADDRESS: Lewes Historical Society
110 Shipcarpenter St.

Lewes DE 19958
(CITY) (STATE) (ZIP)

CONTACT PERSON: Michael Rawl

TITLE: Campaign Manager

PHONE: 302-644-0107 EMAIL: mjrawl@horizonphilanthropic.com

TOTAL FUNDING REQUEST: \$7,500

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

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

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

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

If YES, approximately what percentage of the project's funding does the Council grant represent? 1%

SECTION 2: PROGRAM DESCRIPTION

PROGRAM CATEGORY (choose all that apply)

- Fair Housing
- Infrastructure¹

- Health and Human Services
- Other

- Cultural
- Educational

BENEFICIARY CATEGORY

- Disability & Special Needs
- Elderly Persons
- Minority

- Victims of Domestic Violence
- Low to Moderate Income²
- Other All regional residents and visitors to Lewes & southern Delaware; local organizations

- Homeless
- Youth

BENEFICIARY NUMBER

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

50,000 anticipated

SECTION 3: PROGRAM SCOPE

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

The Lewes Historical Society has been the steward of valuable historic properties, documents, photographs, artwork, and artifacts for more than 57 years. Over that time, hundreds of thousands of items have been collected - but there has never been an adequate space in Lewes to store and display these resources, make them available to researchers, and conduct programming around them.

In the fall of 2016, working in concert with the City of Lewes and the Ma-Ran Foundation, the Society was given a 20-year lease from the City for use of the site of the former Lewes Public Library. Since then, planning and renovation have been undertaken to enable the opening of the Lewes History Museum by July 3, 2017 and a \$3,000,000 capital campaign has been undertaken to fund Museum exhibits and renovations, plus staffing and programming for the first three years. A \$1 million matching grant has been awarded – i.e., every gift to this project between 12/1/16 and 12/1/17 will be doubled.

To-date, we have raised \$2.3 million of the \$3 million being sought, including matched donations. \$325,000 more is needed by December 1 which, when matched, will complete our campaign objective. The percent of total project cost your \$7,500 gift will represent reflects potential matching.

The Museum will feature a Main Exhibit Hall with 12 permanent displays; a Children's Learning Center for youth ages 3-12, featuring interactive displays and ongoing children's programming (including a summer History Camp); a Rotating Exhibit Gallery for the display of topical exhibits for a 5-6 month period; a research room where people can study and learn about Lewes history, plus bring their own items for review by Museum staff; a large, climate controlled collection area on the second floor; and an upstairs wing for staff, including an area for professional curatorial work. There will also be a gift shop and visitor orientation room off the lobby, and a Community Wing with capacity for 70 people where regional nonprofits can meet and hold events. This is an important function as larger meeting space is in great demand in the Lewes region.

The Museum is located at the emerging cultural center for Lewes, which features the new Lewes Public Library; an outdoor concert stage; a large park and children's garden, and parking/services as the nexus for the 18.5 mile bike and walking trail between Lewes and Rehoboth Beach (and, in time, to Georgetown). The Museum and Library will jointly host sessions for the History Book Festival at Lewes this fall (a national event).

We would be honored to have Sussex County Council become a supporter of this important project. Your inclusion on our permanent donor wall will send an important message of support and reinforce the public/private nature of this initiative.

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	3,000,000.00
EXPENDITURES	
Please enter the total projected budget for the project (not entire organization expense if not applicable to request). Example of expenditure items: PERSONNEL-one lump sum that would include benefits, OPERATING COSTS-supplies, equipment, rent/lease, insurance, printing telephone, CONSTRUCTION/ACQUISITION-acquisition, development, rehab hard cost, physical inspections, architectural engineering, permits and fees, insurance, appraisal. (Put amounts in as a negative)	
Interior improvements, renovations	\$ 356,000.00
Museum collection move & restoration of prior space at Society	\$ 115,000.00
Museum exhibits now & future, incl Children's Learning Center	\$ 750,000.00
Collection storage & retrieval system	\$ 285,000.00
Museum operating costs through 12/19	\$ 315,000.00
Museum staffing costs through 12/19	\$ 375,000.00
Architect, engineering, project management	\$ 275,000.00
Campaign expense & contingency	\$ 475,000.00
TOTAL EXPENDITURES	\$ 2,946,000.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	\$ 5,946,000.00

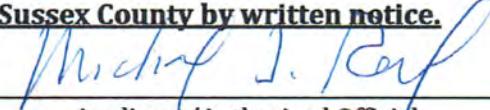
SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the Lewes Historical Society agrees that:
(Name of Organization)

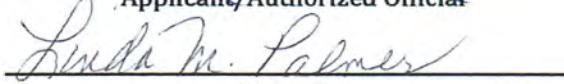
- 1) For non-religious organizations, all expenditures must have adequate documentation and must be expended within one (1) year of receipt of award funds. The funding awarded to the organization must be used in substantial conformity with the anticipated expenditures set forth in the submitted application.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

SECTION 5: STATEMENT OF ASSURANCES (continued)

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



Applicant/Authorized Official



Witness

May 11, 2017

Date

May 11, 2017

Date

Completed application can be submitted by:

Email: gjennings@sussexcountyde.gov

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



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

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

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

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

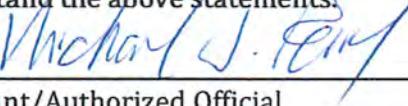
For non-religious organizations, all accounting records and supporting documentation shall be available for inspection by Sussex County within thirty (30) days after the organization's expenditure of the awarded funding, or within one year after the receipt of the awarded funds, whichever first occurs.

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

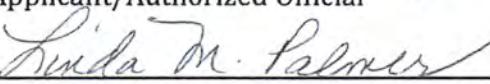
Certain programs are not eligible for funding pursuant to United States Constitution and State of Delaware Constitution. Those constitutional principles prohibit the use of funding to advance or inhibit religious activities. By signing below, the organization acknowledges that the funding shall be used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

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

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



Applicant/Authorized Official



Witness

CAMPAIGN MANAGER

Title

5/11/2017

Date



Burton G. Hall



SUSSEX COUNTY GOVERNMENT GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: Woodbridge PRIDE Cheerleading

PROJECT NAME: Restroom- Septic & Well

FEDERAL TAX ID: 47-4228858

NON-PROFIT: YES NO

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

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

ORGANIZATION'S MISSION: Our mission is to teach the fundamentals of cheerleading with a focus on sportsmanship, participation, education, safety, and fun. We hope that through this community program, we can offer cheer to families of all types. We use cheerleading to promote values of friendship, teamwork, leadership, and responsibility. We expect our athletes to exhibit good sportsmanship and respect their opponents, coaches, officials, and each other. We want to build the self-esteem of each athlete through support and inspiration for their achievements both with and without the program. We will accomplish our mission through perseverance and striving to become better coaches, parents, and fans.

ADDRESS: Po Box 405

Seaford

(CITY)

DE

(STATE)

19973

(ZIP)

CONTACT PERSON: Shauntae Jackson

TITLE: owner

PHONE: 302-245-8442 EMAIL: smile4tae@yahoo.com

TOTAL FUNDING REQUEST: 25,000.00

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

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

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? 50%

SECTION 2: PROGRAM DESCRIPTION

PROGRAM CATEGORY (choose all that apply)

- Fair Housing
- Infrastructure¹

- Health and Human Services
- Other Youth Development

- Cultural
- Educational

- Disability & Special Needs
- Elderly Persons
- Minority

- Victims of Domestic Violence
- Low to Moderate Income²
- Other

- Homeless
- Youth

BENEFICIARY NUMBER

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

250

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.

PRIDE Cheerleading is a competitive rec cheer program that serves youth, male & female, of Sussex County ages 3-18. Our program teaches cheer, tumbling, and dance while focusing on academics and developing positive social skills and character. We have maintained over 100 youth while entering our 3rd season. This past season, we were able to fundraise, receive grants- including the Sussex County Government Grant, and save funds that allowed us to purchase a building located on Hastings Farm Road in Seaford, DE. Having our own practice space allows us to be centrally located between the five towns we primarily serve. Our location however, does not have a restroom in place for our youth to use. It does not have a well or septic system installed to be able to build the restroom needed as well. Although we will use a portable restroom until funds can be obtained, the property is approved for an elevated sand mound system that we have been quoted for at a little over \$22,000. Placement of the restroom would also need to be included in an addition that would include adding on to the building, laying the concrete, and installing a working restroom. Improvements to our new cheer home would greatly improve our facility and provide a sanitary environment for our youth. It will also allow us to be able to provide a space for academic studying and extra curricular activities to keep our youth safe and involved in positive activities. This grant will help us continue to build a stronger community and develop productive, contributing citizens for our youth.

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

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

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

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

SECTION 4: BUDGET

REVENUE	
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	
TOTAL REVENUES	0.00
EXPENDITURES	
Please enter the total projected budget for the project (not entire organization expense if not applicable to request). Example of expenditure items: PERSONNEL-one lump sum that would include benefits, OPERATING COSTS-supplies, equipment, rent/lease, insurance, printing telephone, CONSTRUCTION/ACQUISITION-acquisition, development, rehab hard cost, physical inspections, architectural engineering, permits and fees, insurance, appraisal. (Put amounts in as a negative)	
Construction:	
Inspection- Class I	-\$ 175.00
Sand Mound Supply	
4" Well	
1/2 H.P. Submersible Hook Up	
Services & Supplies	-\$ 22,400.00
Concrete, Materials, Supplies for Building	-\$ 20,000.00
labor for 50x40 addition with restroom	-\$ 15,000.00
TOTAL EXPENDITURES	-\$ 57,575.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	-\$ 57,575.00

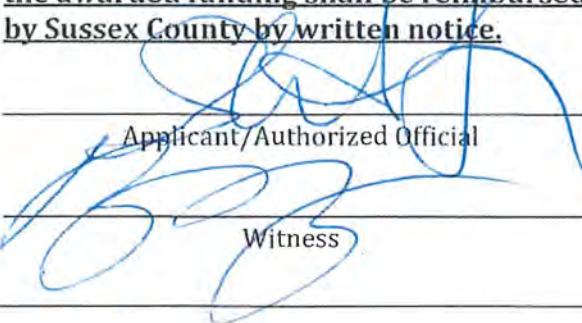
SECTION 5: STATEMENT OF ASSURANCES

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

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

SECTION 5: STATEMENT OF ASSURANCES (continued)

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



Applicant/Authorized Official

' 06/14/2017

Date

06/14/2017

Date

Completed application can be submitted by:

Email: gjennings@sussexcountyde.gov

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

869

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

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

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

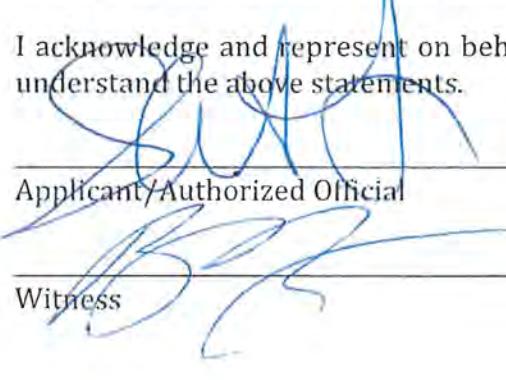
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Certain programs are not eligible for funding pursuant to United States Constitution and State of Delaware Constitution. Those constitutional principles prohibit the use of funding to advance or inhibit religious activities. By signing below, the organization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

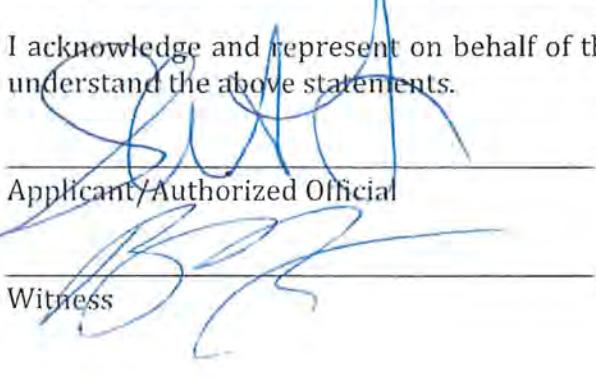
In the event that such funding is used in violation of the requirements and assurances contained in this grant application, the awarded funding shall be reimbursed to Sussex County within a timeframe designated by Sussex County by written notice.

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

Applicant/Authorized Official


Owner _____
Title _____

6/14/2017
Date _____

Witness


Wilson
6/2017



SUSSEX COUNTY GOVERNMENT GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: The Music School of Delaware
PROJECT NAME: Sussex County Music Programming
FEDERAL TAX ID: 51-0066934 NON-PROFIT: YES NO

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

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

ORGANIZATION'S MISSION: To provide excellence in music education, training, and experiences for people of all ages and levels of ability.

ADDRESS: 10 South Walnut Street

Milford DE 19963
(CITY) (STATE) (ZIP)

CONTACT PERSON: David Keller
TITLE: Development Officer
PHONE: 302-762-1132 EMAIL: dkeller@musicschoolofdelaware.org

TOTAL FUNDING REQUEST: \$1,000

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? N/a

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

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

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

SECTION 2: PROGRAM DESCRIPTION

PROGRAM CATEGORY (choose all that apply)

Fair Housing
 Infrastructure¹

Health and Human Services
 Other _____

Cultural
 Educational

BENEFICIARY CATEGORY

Disability & Special Needs
 Elderly Persons
 Minority

Victims of Domestic Violence
 Low to Moderate Income²
 Other _____

Homeless
 Youth

BENEFICIARY NUMBER

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

4,000+

SECTION 3: PROGRAM SCOPE

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

The Music School of Delaware respectfully requests \$1,000 from the Sussex County Council to help fund our diverse music programming in Sussex County.

Since 1981, The Music School of Delaware has delivered high quality music education opportunities for those residing in Sussex County and beyond. As a non-profit leader in southern Delaware for over 36 years, the school continually strives to "provide excellence in music education, training, and experiences for people of all ages and levels of ability." Twenty-three expert music faculty (teaching 30 instruments and voice) and five administrative staff serve enrollment of 75 students who live in Sussex County through music lessons, classes, and ensembles for infants to octogenarians. (Note: the school serves 130 students at the Milford Branch.) The thriving curriculum consists of private lessons as well as general classes. There has been a large amount of growth over the past three years as overall enrollment has almost doubled, and the Early Childhood offerings are currently filled to capacity. It is important to note that the Music School offers scholarship opportunities to those who do not have the economic means to attend. No one should be denied access to music learning because of financial hardship (20% of families benefit from financial aid).

Each year the faculty and students reach over 4,000 community members through 13+ public performances at various locations throughout Sussex County. Most of the concerts are offered free-of-charge and consist of many genres of music.

The school also has a robust Early Childhood outreach program that is provided through long standing partnerships with local daycare centers and preschools. The program serves children up to age 6 with high quality music activities and includes those who are low-income and those who have disabilities.

Thank you for your careful consideration of our funding request that will help pay for our Sussex County based music programming.

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

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

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

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

N/a

SECTION 4: BUDGET

REVENUE	
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	
TOTAL REVENUES	140,244.00
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)	
Shared (custodial, computer, utilities, lease)	-\$ 24,800.00
Program (Salaries, mileage, supplies)	-\$ 109,113.00
Other (rental, materials)	-\$ 4,389.00
Administration (salaries, benefits, phone, repairs, misc)	-\$ 18,863.00
TOTAL EXPENDITURES	-\$ 157,165.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	-\$ 16,921.00

SECTION 5: STATEMENT OF ASSURANCES

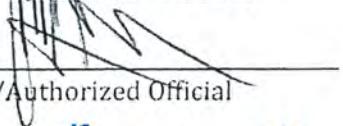
If this grant application is awarded funding, the Music School of Delaware agrees that:
(Name of Organization)

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

SECTION 5: STATEMENT OF ASSURANCES (continued)

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

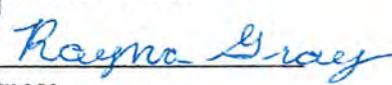
David Keller


Applicant/Authorized Official

6/14/17

Date

Rayna Gray


Witness

6/14/17

Date

Completed application can be submitted by:

Email: gjennings@sussexcountyde.gov

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

8/9

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

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

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

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

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

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

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

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

David Keller

Applicant/Authorized Official

Development Officer

Title

Rayna Gray

Rayna Gray

Witness

6/14/17

Date

*Burton
6/20/17*



SUSSEX COUNTY GOVERNMENT GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: Seaford Historical Society
PROJECT NAME: Ross Station
FEDERAL TAX ID: 501c3: 51-0200-225 NON-PROFIT: YES NO

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

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

ORGANIZATION'S MISSION: Preserve, Protect, and Project local history

ADDRESS: Seaford Historical Society
203 High St.
Seaford DE 19973
(CITY) (STATE) (ZIP)

CONTACT PERSON: Jim Blackwell
TITLE: Vice President
PHONE: 629 8806 EMAIL: blackwell629@comcast.net

TOTAL FUNDING REQUEST: as available

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? \$500

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? < 1%

SECTION 2: PROGRAM DESCRIPTION

PROGRAM CATEGORY (choose all that apply)

Fair Housing
 Infrastructure¹

Health and Human Services
 Other _____

Cultural
 Educational

BENEFICIARY CATEGORY

Disability & Special Needs
 Elderly Persons
 Minority

Victims of Domestic Violence
 Low to Moderate Income²
 Other _____

Homeless
 Youth

BENEFICIARY NUMBER

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

3000

SECTION 3: PROGRAM SCOPE

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

The Seaford Historical Society is building a new Ross Station building like was there in the 1800s but this one will especially be for educational and financial purposes. The Ross Station will help meet our financial needs by providing a large Wedding, reunion, etc venue here in Western Sussex. We have received about 75% of our funding for the building but now are searching locally for the other amounts. In particular, we will need some off the street parking to make this endeavor successful. That is what we are asking of the County Council. We need any assistance that might be available to make the parking area near the new Ross Station. There is parking on the road, but we will need more than what is available as well as handicapped parking for our visitors.

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	775,000.00
EXPENDITURES	
Please enter the total projected budget for the project (not entire organization expense if not applicable to request). Example of expenditure items: PERSONNEL-one lump sum that would include benefits, OPERATING COSTS-supplies, equipment, rent/lease, insurance, printing telephone, CONSTRUCTION/ACQUISITION-acquisition, development, rehab hard cost, physical inspections, architectural engineering, permits and fees, insurance, appraisal. (Put amounts in as a negative)	
Total Budget for the Ross Station project	-\$ 1,150,000.00
TOTAL EXPENDITURES	-\$ 1,150,000.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	-\$ 375,000.00

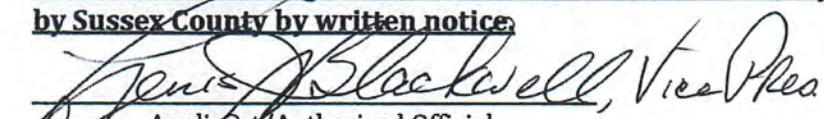
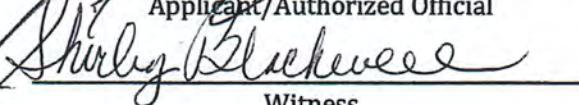
SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the Seaford Historical Society agrees that:
(Name of Organization)

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

SECTION 5: STATEMENT OF ASSURANCES (continued)

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

Gina Blackwell, Vice Pres 22 Jun 17
Applicant/Authorized Official Date
Shirley Blackwell June 22, 2017
Witness Date

Completed application can be submitted by:

Email: gjennings@sussexcountyde.gov

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

SJC

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

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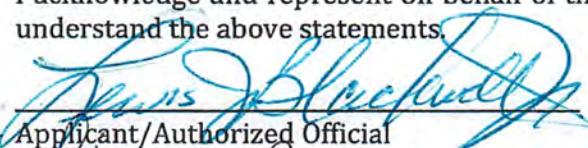
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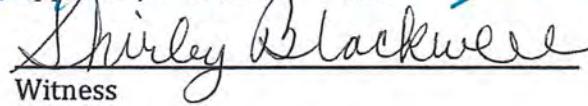
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In the event that such funding is used in violation of the requirements and assurances contained in this grant application, the awarded funding shall be reimbursed to Sussex County within a timeframe designated by Sussex County by written notice.

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


Applicant/Authorized Official


Witness


Title


Date

Vincent
6-20-11