# Sussex County Council
# Public/Media Packet

## MEETING:
# January 12, 2016

****DISCLAIMER****

**This product is provided by Sussex County government as a courtesy to the general public. Items contained within are for background purposes only, and are presented 'as is'. Materials included are subject to additions, deletion or other changes prior to the County Council meeting for which the package is prepared.**

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

MICHAEL H. VINCENT, PRESIDENT
SAMUEL R. WILSON JR., VICE PRESIDENT
ROBERT B. ARLETT
GEORGE B. COLE
JOAN R. DEAVER

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

# Sussex County Council

## A G E N D A

## JANUARY 12, 2016

## 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. 866-7**
   **Sussex County Project No. 81-04**
   **Lewes Crossing (AKA Deep Valley Farm – Phase 5)**
   **West Rehoboth Expansion of the Dewey Beach Sanitary Sewer District**

2. **Administrator's Report**

**Jim Hickin, Director of Airport and Industrial Park Operations**

1. **King Energy Hangar Lease**

**10:15 a.m. Public Hearing**

**"AN ORDINANCE AUTHORIZING THE ISSUANCE OF UP TO $3,887,000 OF GENERAL OBLIGATION BONDS OF SUSSEX COUNTY IN CONNECTION WITH THE EXPANSION OF THE MILLVILLE SANITARY SEWER DISTRICT AND AUTHORIZING ALL NECESSARY ACTIONS IN CONNECTION THEREWITH"**

**Lawrence Lank, Director of Planning and Zoning**

1. **Consideration of requests for an extension of time for land use applications having approvals subject to Ordinance No. 2288**

EQUAL HOUSING OPPORTUNITY

**Grant Requests**

1. **Greater Lewes Community Village to provide services and support for older adults**
2. **Ocean View Mariners Bethel United Methodist Church to assist bike commuters**
3. **Delaware Association of Conservation Districts for the Delaware Envirothon**

**Introduction of Proposed Zoning Ordinances**

**Council Members' Comments**

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

**Possible Action on Executive Session Items**

**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 January 5, 2016 at 5:05 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, JANUARY 5, 2016**

**A regularly scheduled meeting of the Sussex County Council was held on Tuesday, January 5, 2016, at 10:00 a.m., in the Council Chambers, Sussex County Administrative Office Building, Georgetown, Delaware, with the following present:**

| | |
|---|---|
| **Michael H. Vincent** | **President** |
| **Samuel R. Wilson, Jr.** | **Vice President** |
| **George B. Cole** | **Councilman** |
| **Joan R. Deaver** | **Councilwoman** |
| **Robert B. Arlett** | **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 001 16 Approve Agenda**

**A Motion was made by Mrs. Deaver, seconded by Mr. Arlett, to approve the Agenda, as posted.**

**Motion Adopted: 5 Yeas.**

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

**Election of Officers**

**Mr. Lawson stated that in accordance with Title 9 Section 7002 (e) of the Delaware Code, the County Council must elect officers at its first regularly scheduled meeting each January.**

**M 002 16 Elect President**

**A Motion was made by Mr. Cole, seconded by Mrs. Deaver, to elect Michael H. Vincent to serve as President of the Sussex County Council in 2016.**

**Motion Adopted: 5 Yeas.**

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

**M 003 16 Elect Vice President**

**A Motion was made by Mr. Cole, seconded by Mr. Arlett, to elect Samuel R. Wilson, Jr. to serve as Vice President of the Sussex County Council in 2016.**

**Motion Adopted: 5 Yeas.**

DRAFT

**M 003 16 (continued)**

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

**Council Member Appointments**

**Mr. Vincent referenced Council Member appointments for consideration, as follows: Michael Vincent to the Delaware League of Local Governments; George Cole as the Council's representative on the National Association of Counties Board of Directors; Samuel Wilson as the Council's representative on the Sussex Conservation District Board of Directors; Robert Arlett as the Council's representative on the Sussex County Airport Committee; and Joan Deaver and George Cole as the Council's representatives on the Sussex County Land Trust, for the calendar year 2016. It was noted that a list of the appointments was included in Council Packets for this meeting and that the appointments are the same as in 2015.**

**M 004 16 Approve Council Member Appointments**

**A Motion was made by Mrs. Deaver, seconded by Mr. Cole, that the Sussex County Council approves the Council Member appointments to the respective assignments, as presented.**

**Motion Adopted:** **5 Yeas.**

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

**Legal Appointments**

**Mr. Vincent referenced the appointments of the County Attorney and Assistant County Attorney who shall serve at the pleasure of the County Government.**

**M 005 16 Appoint Legal Staff**

**A Motion was made by Mr. Arlett, seconded by Mrs. Deaver, that the Sussex County Council reappoints its current legal staff: Everett Moore of Moore & Rutt as County Attorney who shall serve at the pleasure of Council and whose firm shall serve as counsel to the Board of Adjustment and Sussex County Government; and Vince Robertson of Griffin & Robertson as Assistant County Attorney who shall serve at the pleasure of Council and whose firm shall serve as counsel to the Planning and Zoning Commission.**

**Motion Adopted:** **5 Yeas.**

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

**Rules of Procedure**

**Mr. Lawson advised that there are no proposed changes to the Rules of Procedure.**

**M 006 16 Rules**

**A Motion was made by Mrs. Deaver, seconded by Mr. Arlett, that the Sussex County Council approves the Rules of Procedure of the Sussex County**

DRAFT

**M 006 16 Approve Rules of Procedure (continued)**

**Council of Sussex County, Delaware, effective January 5, 2016, as presented.**

**Motion Adopted:** **5 Yeas.**

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

**Minutes**

**The minutes of December 15, 2015 were approved by consent.**

**Corre-spondence**

**Mr. Moore read the following correspondence:**

**THE FOOD PANTRY AT WESLEY UNITED METHODIST CHURCH, LAUREL, DELAWARE.**
**RE: Letter in appreciation of food donations from Caroling on The Circle.**

**GENERATIONS HOME CARE, GEORGETOWN, DELAWARE.**
**RE: Letter in appreciation of grant.**

**DELAWARE LIONS FOUNDATION, CAMDEN, DELAWARE.**
**RE: Letter in appreciation of grant.**

**DELAWARE COMMUNITY FOUNDATION, GEORGETOWN, DELAWARE.**
**RE: Letter in appreciation of grant.**

**SUSSEX COUNTY VOLUNTEER DELAWARE 50+ ADVISORY COUNCIL, GEORGETOWN, DELAWARE.**
**RE: Letter in appreciation of grant.**

**JUNIOR ACHIEVEMENT OF DELAWARE, WILMINGTON, DELAWARE.**
**RE: Letter in appreciation of grant.**

**BOYS & GIRLS CLUBS OF DELAWARE, WILMINGTON, DELAWARE.**
**RE: Letter in appreciation of grant.**

**SUSSEX COUNTY HABITAT FOR HUMANITY, GEORGETOWN, DELAWARE.**
**RE: Letter in appreciation of grant.**

**DELAWARE SPCA, GEORGETOWN, DELAWARE.**
**RE: Letter in appreciation of grant.**

**Mr. Cole read the following correspondence:**

**WEST SIDE NEW BEGINNINGS, REHOBOTH, DELAWARE.**
**RE: Letter regarding the Board of Adjustment's Public Hearing on the proposed Immanuel Shelter to be located in West Rehoboth.**

DRAFT

**Public Comments**

**Public Comments**

**Paul Reiger commented on: (1) the bonus that was given to County employees in December 2015 and (2) the membership of the Planning and Zoning Commission.**

**Dan Kramer commented on: (1) grants to non-profits and (2) maps on the County's website.**

**Consent Agenda**

**Consent Agenda**

**M 007 16 Approve Items Under Consent Agenda**

**A Motion was made by Mr. Cole, seconded by Mrs. Deaver, to approve the following items listed under the Consent Agenda:**

**Wastewater Agreement No. 1017**
**Sussex County Project No. 81-04**
**Showfield**
**West Rehoboth Expansion of the Dewey Beach Sanitary Sewer District**

**Wastewater Agreement No. 994**
**Sussex County Project No. 81-04**
**The Woods at Arnell Creek**
**West Rehoboth Expansion of the Dewey Beach Sanitary Sewer District**

**Motion Adopted: 5 Yeas.**

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

**Administrator's Report**

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

**1. Projects Receiving Substantial Completion**

**Per the attached Engineering Department Fact Sheets, the following projects have received Substantial Completion: Coastal Club – Pump Station and Force Main, effective December 14th; Lewes Crossing (aka Deep Valley Farm) – Phase 4, effective December 16th; and Bishop's Landing – Phase 2, effective December 17th.**

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

**Bank Resolutions**

**Mrs. Jennings announced there were no Bank Resolutions for consideration since the officers of the Sussex County Council did not change.**

**Private Activity Bond**

**Mrs. Jennings reported that the County has received correspondence from the State Department of Finance requesting that the unused portion of the County's annual Private Activity Bond Volume Cap be reassigned to the**

DRAFT

**Private Activity Bond Volume Cap Reassign-ment 2015**

**State. The State plans to allocate it to the State Housing Authority. Private Activity Bonds (PABs) are tax-exempt bonds issued by public entities to provide low cost financing for private projects that serve a public purpose. Federal tax law imposes a number of restrictions and requirements on the issuance of PABs. These bonds are for private entities and have no impact on Sussex County government. The IRS requires state and local governments to serve as conduits for these tax-exempt bonds so they will be regulated properly. Mrs. Jennings reported that, typically, every year at this time, the County reassigns its unused portion to the State and she recommended that the Council reassign the County's 2015 unused Private Activity Bond volume cap of $30,150,000 to the State of Delaware. Mrs. Jennings noted that Sussex County's 2016 allocation is estimated to be $30,290,000, which represents 10 percent of the State's total allocation.**

**M 008 16 Reassign Unused Private Activity Bond Volume Cap**

**A Motion was made by Mr. Cole, seconded by Mrs. Deaver, that the Sussex County Council reassigns the County's 2015 unused Private Activity Bond Volume Cap in the amount of $30,150,000 to the State of Delaware.**

**Motion Adopted: 5 Yeas.**

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

**Inland Bays RWF Switchgear Replace-ment**

**Hans Medlarz, County Engineer, commented on the Inland Bays Regional Wastewater Facility Switchgear Replacement Project (No. 14-17) and he reported that the Engineering Department ran into some inconsistencies in the bidding process. Mr. Medlarz stated that, following a review of the documents, it is recommended that the County reject the bids, revise the documents, and rebid the project.**

**M 009 16 Inland Bays RWF Switchgear Replace-ment/ Reject Bids and Rebid Project**

**A Motion was made by Mr. Cole, seconded by Mr. Arlett, based upon the recommendation of the Sussex County Engineering Department, that the Sussex County Council reject all bids received on December 17, 2015 for Project 14-17, Inland Bays Regional Wastewater Facility – Switchgear Replacement, and authorizes the Engineering Department to rebid the project.**

**Motion Adopted: 5 Yeas.**

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

**Grant Requests**

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

**M 010 16 Grant**

**A Motion was made by Mr. Cole, seconded by Mrs. Deaver, to give $1,000.00 ($500.00 from each Councilmanic Grant Account) to the Cape Henlopen Food Basket for their emergency food service program.**

DRAFT

**M 010 16 Council-manic Grant (continued)**

**Motion Adopted:** **5 Yeas.**

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

**M 011 16 Council-manic Grant**

**A Motion was made by Mr. Cole, seconded by Mrs. Deaver, to give $1,000.00 from Mr. Vincent's Councilmanic Grant Account to the Seaford Community Food Closet for their emergency food service program.**

**Motion Adopted:** **5 Yeas.**

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

**Introduction of Proposed Zoning Ordinances**

**Mr. Vincent introduced the Proposed Ordinance entitled "AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM A C-1 GENERAL COMMERCIAL DISTRICT TO AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN SEAFORD HUNDRED, SUSSEX COUNTY, CONTAINING 20,833 SQUARE FEET, MORE OR LESS" (Change of Zone No. 1792) filed on behalf of Ray C. & Candice E. Sammons (Tax Map I.D. No. 531-8.00-26.01) (911 Address: 2568 Oak Grove Road, Seaford).**

**Mrs. Deaver introduced the Proposed Ordinance entitled "AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR AN EXPANSION OF CONDITIONAL USE NO. 1474 (LANDSCAPING BUSINESS) TO UTILIZE A WAREHOUSE FOR THE STORAGE OF WINE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BROADKILL HUNDRED, SUSSEX COUNTY, CONTAINING 10.109 ACRES, MORE OR LESS" (Conditional Use No. 2040) filed on behalf of Sposato Imports (Tax Map I.D. No. 235-22.00-21.01) (911 Address: 16181 Hudson Road, Milton).**

**Mr. Arlett introduced the Proposed Ordinance entitled "AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A RETAIL AUTO SALES TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN LITTLE CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 10.0 ACRES, MORE OR LESS" (Conditional Use No. 2041) filed on behalf of Scott Randall Witzke (Tax Map I.D. No. 532-19.00-7.00) (911 Address: 8137 Delmar Road, Delmar).**

**Mr. Cole introduced the Proposed Ordinance entitled "AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A C-1 GENERAL COMMERCIAL DISTRICT FOR A MICROBREWERY TO BE**

DRAFT

**Introduction of Proposed Zoning Ordinances (continued)**

**LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 5,000 SQUARE FEET, MORE OR LESS" (Conditional Use No. 2042) filed on behalf of Beachfire Brewing Company, LLC (Tax Map I.D. No. 334-13.20-24.00) (911 Address: 19841 Central Avenue, Rehoboth).**

**The Proposed Ordinances will be advertised for Public Hearing.**

**Procla-mation/ Indian River High School Boys' Soccer Team**

**The Council recognized the Indian River High School Boys' Soccer Team upon winning the Delaware Interscholastic Athletic Association Division II title as State Champions for the 2015 season. A Proclamation entitled "A PROCLAMATION TO HONOR THE INDIAN RIVER HIGH SCHOOL BOYS' SOCCER TEAM UPON WINNING THE 2015 DIAA DIVISION II CHAMPIONSHIP" was presented to members of the team who were in attendance.**

**M 012 16 Go Into Executive Session**

**At 10:33 a.m., a Motion was made by Mr. Cole, seconded by Mrs. Deaver, to recess the Regular Session and go into Executive Session for the purpose of discussing matters relating to pending litigation.**

**Motion Adopted: 5 Yeas.**

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

**Executive Session**

**At 10:35 a.m., an Executive Session of the Sussex County Council was held in the Basement Caucus Room for the purpose of discussing matters relating to pending litigation. The Executive Session concluded at 11:08 a.m.**

**M 013 16 Reconvene Regular Session**

**At 11:11 a.m., a Motion was made by Mr. Cole, seconded by Mrs. Deaver, to come out of Executive Session and to reconvene the Regular Session.**

**Motion Adopted: 5 Yeas.**

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

**E/S Action**

**There was no action on Executive Session matters.**

**M 014 16 Adjourn**

**A Motion was made by Mrs. Deaver, seconded by Mr. Arlett, to adjourn at 11:11 a.m.**

**Motion Adopted: 5 Yeas.**

DRAFT

| | | |
|---|---|---|
| **M 014 16 (continued)** | **Vote by Roll Call:** | **Mrs. Deaver, Yea; Mr. Cole, Yea; Mr. Arlett, Yea; Mr. Wilson, Yea; Mr. Vincent, Yea** |

**Respectfully submitted,**

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

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

DRAFT

**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

December 31, 2015

# FACT SHEET

SUSSEX COUNTY PROJECT 81-04
LEWES CROSSING, (AKA DEEP VALLEY FARM) - PHASE 5
AGREEMENT NO. 866 - 7

## DEVELOPER:

Ms. Megan Connor
Lewes Crossing Capital Partners, LLC
5950 Symphony Woods Rd.
Suite 408
Columbia, MD 21044

## LOCATION:

South side Rt. 9, north and south sides of Rd.
285,
Beaver Dam Rd.

## SANITARY SEWER DISTRICT:

West Rehoboth Expansion of the Dewey Beach Sanitary Sewer District

## TYPE AND SIZE DEVELOPMENT:

42 Single Family Lots

## SYSTEM CONNECTION CHARGES:

$242,550.00

## SANITARY SEWER APPROVAL:

Sussex County Engineering Department Plan Approval
9/13/13

Department Of Natural Resources Plan Approval
02/04/13

## SANITARY SEWER CONSTRUCTION DATA:

Construction Days – 40
Construction Admin And Construction Inspection Cost – $11,711.10
Proposed Construction Cost – $78,074.00

**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

**January 12, 2016**

# 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. 866-7 THAT THE SUSSEX COUNTY COUNCIL EXECUTE A CONSTRUCTION ADMINISTRATION AND CONSTRUCTION INSPECTION AGREEMENT BETWEEN SUSSEX COUNTY COUNCIL AND "LEWES CROSSING CAPITAL PARTNERS, LLC", FOR WASTEWATER FACILITIES TO BE CONSTRUCTED IN "LEWES CROSSING, (AKA DEEP VALLEY FARM) – PHASE 5", LOCATED IN THE WEST REHOBOTH EXPANSION OF THE DEWEY BEACH SANITARY SEWER DISTRICT.

ORDINANCE NO. 38
AGREEMENT NO. 866-7

TODD LAWSON
COUNTY ADMINISTRATOR

**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**: January 8, 2016

**RE**: **AIRPORT LEASE**

I am on the January 12th agenda to ask Council's approval of a hangar lease agreement with King Energy LLC.

The County terminated the ground lease for Lot A in July 2015 and took possession of the 2,500 sq ft hangar on the property. The County received bids for the lease of the property, with King Energy LLC's bid ranking highest among the two bids received.

Terms of the proposed lease include:

- Term of Lease: Two years, with two, one year options
- Rent: $1,125 per month
- Permitted uses
    - Aerial marketing (Specialized Commercial Aeronautical Service)
    - Aircraft Storage Operator
    - Flight Training Operator
    - Aircraft Rental Operator
    - Storage of Tenant-owned aircraft
- No assignment or sublease without County approval
- No alterations or improvement without County approval
- County to pay water, electric, sewer
- County to maintain exterior of hangar and hangar door
- Tenant responsible for remainder of care and maintenance
- Insurance required in accordance with Airport Policies

Please feel free to call me at 855-7775 with any questions.

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

**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

# Lot A Hangar Bids Scoring Sheet

Bid Opening Dec 17, 2015, 3:00 pm

| | Score | | | |
|---|---|---|---|---|
| Bidder | Proposed Monthly Rent | Fuel Sales | Annual Operations | Total Points |
| King Energy LLC | 60 | 30 | 10 | 100 |
| RDC Aerospace | 40 | 3.2 | 0.5 | 43.6 |

## SCORING

- PROPOSED RENT - 60 points
- FUEL SALES – 30 points
- EXPECTED ANNUAL TAKE OFFS AND LANDINGS – 10 points

EQUAL HOUSING OPPORTUNITY

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

# AIRPLANE HANGAR LEASE

**THIS IS AN AGREEMENT OF LEASE**, Made and entered into this ____ day of _____, A. D. 2016, by and between:

**SUSSEX COUNTY**, a political subdivision of the State of Delaware, party of the first part, hereinafter referred to as "Landlord",

-AND-

**KING ENERGY LLC,** having an address of 18693 Coastal Highway, Rehoboth Beach, DE 19971, party of the second part, hereinafter referred to as "Tenant".

RECITALS:

WHEREAS, Landlord owns Lot No. A located at 21469 Rudder Lane, Georgetown, Delaware at Delaware Coastal Airport (the "Lot"), as shown on the drawing attached hereto as Exhibit A; and

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

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

WHEREAS, Landlord is willing to lease the Leased Property to the Tenant.

W I T N E S S E T H :

IN CONSIDERATION of the mutual covenants hereinafter expressed, the parties hereto agree as follows:

1. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, subject

to the conditions hereinafter expressed, that certain airplane hangar site and hangar situate upon the lands of the Sussex County Airport, Sussex County, Delaware, (the "Leased Property") identified as **Lot A**, as improved by a hangar, and having a physical address of 21449 Rudder Lane, Georgetown, DE 19947 as shown on a drawing attached hereto as Exhibit A.

2. Landlord agrees that the Tenant, its servants, employees, agents and invitees shall have at all times the free and uninterrupted right of access to the said Leased Property.

3. It is mutually agreed by the parties hereto that the term of this Lease shall be for a period of two (2) years, to commence on the 1st day of February, A. D. 2016, and terminating on the 31st day of January, A. D. 2018, both dates inclusive, unless sooner terminated as provided herein. Provided that Tenant is current with all rent payments owed to Landlord and is otherwise compliant with the terms and conditions of this Lease, Tenant shall have the option to renew the Lease for two (2) additional one (1) year consecutive terms. Each option term shall be considered independently from the other option terms for purposes of notice to renew. To exercise the option, Tenant must give written notice to Landlord at least ninety (90) days prior to the termination date of the original lease term and of any option period of its intent to exercise the option.

4. Tenant agrees to pay to Landlord monthly rental at the rate of One Thousand One Hundred Twenty Five Dollars ($1,125.00) per month, said rental payments are due in advance on or before the 1st day of each month of said years of this Lease for an annual base rental of Thirteen Thousand Five Hundred Dollars ($13,500.00). Payments made after the 15th day of the month in which monthly rental payment is due shall be subject to a late fee of 5% of total amount outstanding. Tenant agrees to pay the rental payments to the Sussex County Council, Attention: Director of Accounting, at the Sussex County Administrative Office Building, 2 The Circle, P.O.

Box 589, Georgetown, Sussex County, Delaware, 19947, or at such other place or places as the Landlord may designate in writing. Failure of the Tenant to pay to Landlord the monthly rental referred to herein shall be construed as a default of Lease, and this Lease may be terminated by Landlord by reason of said default.

5. The use of the Leased Property and the Hangar constructed thereon shall at all times comply with all laws, orders, ordinances, regulations, and requirements of any governmental authority having jurisdiction, including all rules, regulations, and policies for Delaware Coastal Airport. Use of the Leased Property shall also comply with National Fire Protection Associated Standards, including but not limited to NFPA 409 relating to aircraft hangars, and NFPA 410 relating to aircraft maintenance. Tenant shall maintain, at Tenant's own cost and expense, the Leased Property, including the Hangar and any other improvements thereon in good, clean condition and state of repair free from noxious activities or appearance and in accordance with any current or future Airport guidelines or policies. At the end of the lease term or any extension thereof, Tenant shall deliver the Leased Property and any improvement which may be located thereon in good order and condition, wear and tear from reasonable use thereof and damage by the elements not resulting from the neglect or fault of Tenant excepted. Tenant shall neither encumber nor obstruct the sidewalks, driveways, yards or entrances, but shall keep and maintain the same in a clean condition, free from debris, trash, refuse, snow and ice. Tenant shall be responsible for providing grass cutting, trash removal, and snow removal services to the Leased Property. Grass shall be mowed regularly so as to prevent grass from growing beyond six (6) inches in height.

6. Use of the Leased Property shall be limited to the following types of Specialized Aviation Service Operations (SASO):

(a) Aerial marketing (Specialized Commercial Aeronautical Service)

(b) Aircraft Storage Operator

(c) Flight Training Operator

(d) Aircraft Rental Operator,

and the Tenant agrees to supply to Landlord information as to the type and identifying number of the aircraft using the Leased Property. Storage of Tenant-owned aircraft is permitted.

7. The Landlord shall at all times under the terms hereof maintain Delaware Coastal Airport as an active airport facility in compliance with the regulations of the Federal Aviation Administration.

8. Landlord shall be responsible for the cost of water, electric, and sewer utilities on the Leased Property. All other utilities are the Tenant's responsibility.

9. The Tenant and Landlord acknowledge the bathroom facilities are not in working order. Landlord agrees that it shall, at its own expense, restore the existing facilities to working order within three (3) months of the date of this lease. The Tenant and Landlord acknowledge that the remainder of the Leased Property is in good order and repair and Tenant covenants that it shall at its own expense and at all times, maintain and keep the Leased Property, including the Hangar and any other improvements thereon in a good and safe condition, and shall surrender the same at termination of the Lease in the same good condition as received, except for normal wear and tear. Tenant hereby accepts all facilities, excluding the bathroom facilities, on the Leased Property in "as is" condition.

10. Tenant agrees during the term of this Lease and any extension thereof, to comply

with all laws, ordinances, lawful orders and regulations issued by the Federal Aviation Administration or any other governmental authority, including Sussex County, which affect or have jurisdiction over the said Leased Property. Tenant shall comply with the rules and regulations of Delaware Coastal Airport which may be altered from time-to-time.

11. The Tenant shall not have the right to assign this Lease or enter into a sublease of all or part of the Leased Property without the written approval of Landlord. Unless otherwise agreed in writing, such assignment or subletting shall in no way relieve Tenant of any responsibility of rent or for the performance of any of the other covenants or conditions hereof. The prospective assignee or subtenant shall be subject to inquiries concerning the nature of the use of the Leased Property. Such assignee or subtenant shall in writing assume all of the obligations to be performed by Tenant hereunder. Tenant agrees to pay for any attorney's fees incurred by Landlord resulting from any sublease or assignment. In the event Tenant receives Landlord approval for the assignment of this Lease or for the sublease of all or part of the Leased Property, it is expressly understood and agreed that the premises shall only be used for the purposes agreed to by the Landlord. Tenant acknowledges that Landlord may require additional insurance for the Leased Property as a condition of approval for any proposed assignment or sublease. Landlord reserves the right to require the renegotiation of the terms of the Lease in return for consenting to a sublease or assignment.

12. Landlord or his authorized representative may enter the Leased Property at any time without the consent of Tenant in case of emergency, and Landlord or his authorized representative may enter the Leased Property upon the giving of reasonable notice to the Tenant for inspections

of the Leased Property. Reasonable notice shall mean no less than 48 hours prior to the entry, unless the Landlord is entering to make repairs specifically requested by the Tenant. Tenant shall not unreasonably withhold consent to Landlord or his authorized representative to enter into the Leased Property to inspect it or make necessary or agreed upon repairs or improvements.

13. Tenant shall not make any alterations, additions, or improvements, nor do any painting without prior written consent of Landlord. Any alterations, additions, or improvements made shall become the property of Landlord and shall remain in and be surrendered with the Leased Property at the end of the term, without disturbance, molestation, or injury. All workmen shall comply with all laws, ordinances, and regulations applicable to such work and the Leased Property.

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

appointed officials. Tenant shall advise its property insurer(s) of the foregoing and such waiver shall be permitted under any insurance policies maintained by Tenant. And further, to the fullest extent permitted by law, Tenant agrees to hold harmless, indemnify and defend the Landlord, and its agents, employees, directors, officers, volunteers, consultants and elected or appointed officials from and against any and all claims, damages, liability and defense costs arising from the Tenant's occupancy of the Leased Property or operations incidental thereto or its obligations under the Agreement.

15. Landlord agrees, covenants and represents as follows:

(a) That the Tenant, its volunteers, servants, employees, agents and invitees shall at all times during the term of this lease and any extension thereof have free and uninterrupted non-exclusive right of access in common with others (over paved roadways) to the Leased Property herein relevant for all varieties and types of vehicular traffic and movement. And, Tenant shall have the right in common with others so authorized, to use the common areas of the airport, including runways, taxiways, taxilanes, aprons, roadways, and other conveniences for the ground movement, take-off, flying and landing of aircraft. Landlord agrees, at no expense to Tenant to provide and maintain all roadways required to afford such access to the Leased Property from nearby public highways and roads. Provided, however, that Landlord shall not be obligated to provide snow removal services, grass cutting, or any other maintenance on the Leased Property.

(b) That the Leased Property and all improvements located thereon, including the Hangar, herein relevant are owned in fee simple by the Landlord and that the Leased Property herein relevant is free from any encumbrances of any type.

(c) That the Landlord has the right to make this Lease and that it will execute or procure

any further assurances of title that may be required by the Tenant.

(d) That electric services are available to the Tenant.

(e) That water and sewer services are available to the Tenant.

(f) That the Landlord will maintain the exterior of the Hangar and the Hangar door for purposes of normal care and maintenance. All other care and maintenance shall be the responsibility of the Tenant.

16. Signs. Lessor will not suffer or permit to be maintained upon the outside or any improvements on the Leased Premises any billboards or advertising signs except that Lessee may maintain neatly painted, electric or neon sign or signs; such signs, however, as to their size, construction, location, content, color and general appearance, to be approved by Landlord.

17. Landlord reserves the right to further develop or improve the landing and ground movement areas of the airport as it sees fit, regardless of the view or desires of the Tenant and without Tenant's interference or hindrance. In addition, it is specifically agreed that this Lease is non-exclusive and that Landlord reserves the right to lease other property at the facility for identical or similar uses.

18. Tenant agrees that in case of fire, windstorm, or any other casualty Landlord shall not be responsible for damages of any nature whatsoever sustained by Tenant caused by or resulting from such fire, windstorm, or other casualty, or by failure by Landlord to restore the premises. Landlord shall, however, use its best efforts to repair the premises within thirty (30) days, but if the leased space is damaged substantially by such fire, windstorm, or casualty, Landlord may at its discretion terminate this Lease within such period. During the thirty (30) day period, rent shall abate in proportion with the destruction and uninhabitability of the leased

premises.

19. It is mutually agreed by the parties hereto that any notice under this Lease shall be in writing and must be either hand delivered or sent by Registered or Certified Mail to the last address of the party to whom the notice is to be given, as designated by such party in writing. Landlord hereby designates its address as Sussex County Administrative Office Building, Attention: Airport Manager, 2 The Circle, P O Box 589, Georgetown, Delaware 19947. Tenant hereby designates its address as 18693 Coastal Highway, Rehoboth Beach, DE 19971.

20. It is mutually agreed by the parties hereto that the terms "Landlord" and "Tenant" shall refer to and bind not only the parties hereto but also their respective successors, heirs and assigns.

21. (a) Aircraft Liability Insurance - Tenant shall secure and maintain, at its own expense, aircraft liability insurance which insures against bodily injury and property damage claims arising from the Tenant's ownership, maintenance or use of Tenant-owned aircraft while stored at or being operated to or from the Leased Property, with a combined single limit of $1,000,000 per occurrence.

(b) For each type of commercial operation allowed by this Lease, tenant shall secure and maintain, at its own expense, insurance specified in Delaware Coastal Airport Policies, Volume IV: Minimum Standards for Commercial Aeronautical Activity.

(c) Evidence of Insurance/Insurers - Tenant shall furnish certificates of insurance, acceptable to Landlord, evidencing all policies required above at execution of this Agreement. Such insurance shall be written with insurers licensed to do business in Delaware, with a current Best's Financial Strength rating of "A-" or better, and a financial size category of

"VII" or better, unless otherwise approved by the Landlord. Such policies shall be endorsed and such certificates shall provide that no cancellation, non-renewal or material reduction in coverage can take effect unless 30 days prior written notice by registered mail is furnished to Landlord. Liability policies required herein may not be written on a "claims made" basis without the prior written approval of Landlord. If Tenant shall fail, refuse or neglect to secure and maintain any insurance required of Tenant or to furnish satisfactory evidence of insurance, premiums paid by Landlord shall be recoverable by Landlord from Tenant, together with interest thereto, as additional rent promptly upon being billed therefore.

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

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

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

and diligently pursued until the default is corrected; or

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

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

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

(1) Apply any money or property of Tenant's in Landlord's possession

to discharge in whole or in part any obligation or covenant to be observed or performed by Tenant hereunder.

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

(3) Terminate the Lease.

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

(5) Enter the leased property and without notice immediately proceed by distress and sale of the goods there found to recover all rent then due and all costs and officers' commissions, including a reasonable constable's commission which costs and officers' commissions shall become part of the claim for rent. Tenant waives any limitation as to the goods upon which, or the time within which, distress and sale, may be made, waives any necessity for identifying the goods involved, and authorizes the sale of such goods at any time without any appraisement or condemnation thereof.

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

23. Tenant agrees that any waiver by Landlord of the performance of any one of the conditions of this Lease shall not be deemed to constitute a waiver of the right of Landlord to proceed against Tenant upon any subsequent breach of the same or other conditions of this Lease.

24. Tenant shall pay to Landlord, Landlord's reasonable attorney's fees if Landlord

employs an attorney or requires the use of an attorney, including appointed County Attorneys, to protect the interest of Landlord if Tenant is adjudged bankrupt, or legal process is levied upon the interest of the Tenant in the Lease or the Leased Property, or if Tenant violates any of the terms of this Lease or Landlord is otherwise required, in Landlord's exclusive judgment, to protect and defend the interests of Landlord under this Lease.

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

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

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

28. The Tenant for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination; (3) that the Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of title VI of the Civil rights Act of 1964, and as said Regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, Landlord shall have the right to terminate the Lease and to re-enter and as if said Lease had never been made or issued.

(REST OF PAGE LEFT INTENTIONALLY BLANK)

/

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers and their corporate seals to be hereunto affixed, the day and year first above written.

SUSSEX COUNTY

APPROVED AS TO FORM:

By:_____
President of County Council

By:_____
County Attorney

Attest:_____
Clerk, County Council

TENANT

By:_____
King Energy LLC

STATE OF DELAWARE :
: ss.
COUNTY OF SUSSEX :

BE IT REMEMBERED, That on this _____ day of _____, A. D. _____, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, _____, President of Sussex County Council, a political subdivision of the State of Delaware, party to this Indenture, known to me personally to be such, and acknowledged this indenture to be his act and deed and the act and deed of the said political subdivision; that the signature of the President is in his own proper handwriting; that the seal affixed is the common and corporate seal of the said political subdivision, duly affixed by its authority; and that the act of signing, sealing, acknowledging and delivering the said indenture was first duly authorized by resolution of the members of Sussex County Council.

GIVEN under my hand and Seal of Office, the day and year aforesaid.

_____
NOTARY PUBLIC

STATE OF DELAWARE :
: ss.
COUNTY OF SUSSEX :

BE IT REMEMBERED, That on this _____ day of _____, A. D. _____, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, _____, party to this Indenture, known to me personally to be such, and acknowledged this indenture to be their act and deed.

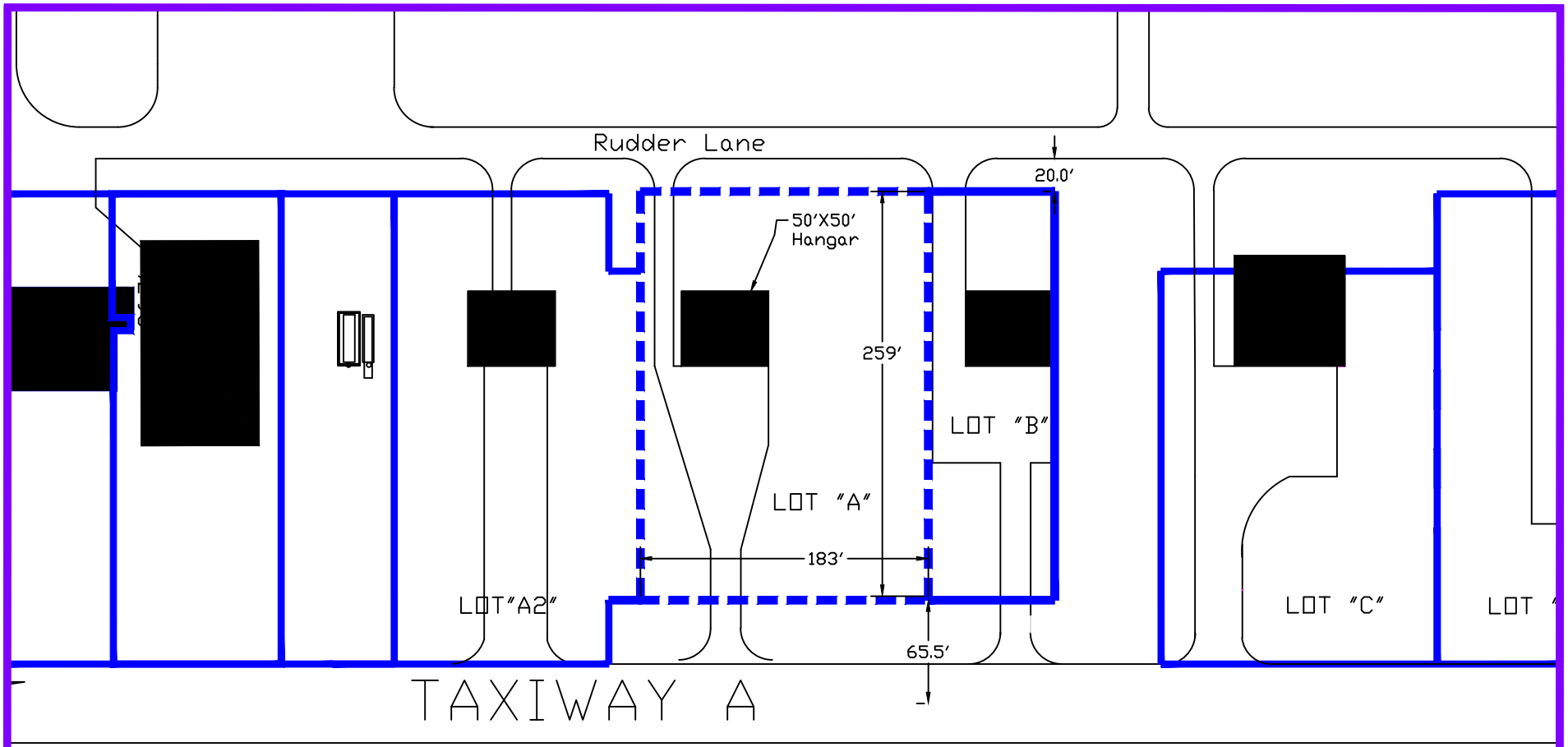
GIVEN under my hand and Seal of Office, the day and year aforesaid.

_____
NOTARY PUBLIC

# Exhibit A

## Property Description

Lot A shall be defined as a lot located at 21469 Rudder Lane, Georgetown, Delaware, containing approximately 47,397 square feet and whose dimensions are approximately one hundred eighty three (183) feet wide and two hundred fifty nine (259) feet long as shown on the drawing attached hereto. The lot shall be bounded by a line twenty (20) feet from the existing paved portion of Rudder Lane and a line approximately sixty five and one-half (65 ½) feet from the centerline of Taxiway A. The width of the lot shall be from the edge of the existing paved driveway of Lot B, extending approximately one hundred eighty three (183) feet. Lot A is improved by an existing airplane hangar containing approximately 2,500 square feet.




Lot A

Other Airport Lots

Lot A lot line is 65.5' from Taxiway A centerline to remain outside Taxiway Object Free Area

Note: Lot lines have not been verified by a Professional Land Surveyor. Lot dimensions are approximate.

| | | | |
|---|---|---|---|
| **Lot A** | | | |
| **Delaware Coastal Airport Georgetown, DE** | | | |
| Sussex County Engineering Department | | | EXHIBIT **A** |
| DRAWN BY: | JAH | SCALE: | 1"=100' |
| CHECKED BY: | | DATE: | Dec 2015 |

GINA A. JENNINGS, MBA, MPA
FINANCE DIRECTOR

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

Sussex County
DELAWARE
sussexcountyde.gov

**Memorandum**

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

FROM: Gina A. Jennings
Finance Director

RE: ***EXPANSION OF THE MILLVILLE SANITARY SEWER DISTRICT***

DATE: January 7, 2016

On Tuesday, there will be a public hearing on the attached ordinance to authorize the issuance of $3,887,000 of General Obligation Bonds of Sussex County for the cost of the design, construction, and equipping of the expansion of the Millville Sanitary Sewer District.

The bonds are backed by the County's full faith and credit and are expected to be paid back over 40 years through revenues from the expansion of the Millville Sanitary Sewer District. This bond issuance is within the legal debt limit of the County.

It is anticipated that the bonds will be sold to the United States of America, Rural Utilities Services. The bonds will provide the funding for the boundaries of the area known as Millville Phase III Expansion – State Route 26 and a spur line project along State Route 26 for additional sewer service. The funding for the expansion is in line with what was presented at the public meeting in March 2013.

Please let me know if you have any questions.

Attachment

pc: Mr. Todd F. Lawson

**ORDINANCE NO. ____**

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF UP TO $3,887,000 OF GENERAL OBLIGATION BONDS OF SUSSEX COUNTY IN CONNECTION WITH THE EXPANSION OF THE MILLVILLE 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 expansion of the Millville 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 $3,887,000 (the "Bonds") to finance or reimburse the County for a portion of the cost of the design, construction and equipping of the Project.

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 Millville 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 40 years from the date of issue of the Bonds, 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 United States of America, Rural Utilities Service (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 ___ day of _____, 201_.

SUSSEX COUNTY, DELAWARE

Attest:

_____
Clerk
Sussex County Council

_____
President
Sussex County Council

[Seal]

APPROVED AS TO LEGALITY AND FORM:

_____
County Attorney

(Millville–Ordinance)

SYNOPSIS: This Ordinance provides for the issuance of up to $3,887,000 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 expansion of the Millville Sanitary Sewer District.

GREATER LEWES COMMUNITY
Village

302-703-2568
PO Box 74 * Lewes, DE 19958
LewesVillage@gmail.com
Office Location: 225 Schley Avenue * Lewes, DE

December 1, 2015

The Greater Lewes Community Village, an approved 501(c)(3) organization, provides support, services, advocacy, and social and educational programs to enhance the lives of older adults.

With the aging of our population and the continued influx of older adults to this area over the coming years, the Village has emerged as an important and meaningful organization. With your support we will continue to provide much needed services going forward.

Most older adults strongly wish to live in their own homes as long as possible, but often, with the encouragement of concerned family and friends, make the decision to move into more protected environments when everyday tasks become a challenge, such as driving to the doctor, the grocery store, the pharmacy.

Because of volunteers and donations, Greater Lewes Community Village can provide services enabling older adults in the Lewes area to maintain their independence in their own homes and remain engaged in the community.

Over the past year we have achieved a number of important accomplishments:

- 38% increase in memberships
- increased our number of volunteers
- delivered high levels of support and services to our members
- hired one employee, Jackie Sullivan, Executive Director
- improved our operational efficiency to increase outreach

Our affordable annual memberships cover less than 50% of our costs, which include the basic needs of any successful organization, such as utilities, insurance, office supplies, equipment and staff.

Your donation will allow us to reach more older adults who need our services and support. Our plans for 2016 are:

- expand to areas of need west of Plantations Road and south to Route 24
- increase the number of memberships for lower income households
- provide more educational and social programs to actively engage our members and avoid social isolation

With your donation, we will be the organization that you can turn to when you or your loved ones need that extra support to maintain independence at home.

Thank you for considering a gift,

Marty D'Erasmo

Marty D'Erasmo
President (Volunteer)

Thanks for your support in the past! As one who has benefited by it, I hope you can again support this excellent organization now & forever
Barbara V.

**Mariner's Bethel United Methodist Church**
81 Central Avenue
Ocean View, Delaware 19970
*Pastors:* David Humphrey ✝Woody Wilson

Lead to Christ
Grow in Christ
Go for Christ
Mariner's

Sussex County Council
2 The Circle,
Georgetown, DE 19947

December 9, 2015

Dear County Council ,

We are requesting that you give $1000 to the Assisting Bike Commuters (ABC) mission of Mariners Bethel United Methodist Church. The funds would be used to purchase newer equipment to replace that which is no longer economically repairable and to buy parts for repairing the remainder.

The maintenance required by multi speed bikes *vis-a-vis* coaster brake bikes, or "Cruisers," is making it more and more difficult to continue this mission into the future. We need to convert our "fleet" to a much higher proportion of Cruisers in order to significantly reduce the maintenance hours currently required. Currently cruisers make up less than 10% of our fleet. The conversion will work to sustain the mission in two ways. First, the sheer number of maintenance hours will decrease; second, and just as importantly, conversions will shrink the body of technical knowledge that intimidates people from becoming volunteers to operate our program.

Consider these facts about the mission:

- ABC loans bikes to anyone who needs a bike to get to work - locals and international workers alike
- Anyone who borrows a bike from ABC must take a Bike Safety and Delaware Bike Law course, offered for free, and taught by a League Certified Instructor
- Of the 283 internationals who worked in the Bethany zip code this past calendar year, 107 received our bikes - AND the safety course, making our congested roads safer for bicyclists and motorists.

While similar programs operate in the Lewes-Rehoboth area, and for Resort Quest/Sea Colony in South Bethany, the equipment is provided by the DELDOT Bicycle Safety program, with maintenance provided through the Delaware Bicycle Council. A fact sheet with more details about our mission, and a lettter certifying our tax exempt status are attached. We will be happy to respond to questions from members of the Council by email, telephone or in person. Our contact points are drbob.bb@gmail.com, or at 302-245-4242. We look forward to your response.

Sincerely,

David Humphrey
Senior Pastor

J. Robert Parsons
ABC Mission Coordinator

Delaware ENVIROTHON™
c/o Delaware Association of Conservation Districts
800 Bay Road, Suite 2
Dover, Delaware 19901
Phone: (302) 741-2600 · Fax: (302) 741-0347
Website: www.delawareenvirothon.org

December 18, 2015

Sussex County Council
P.O. Box 589
Georgetown, DE 19947

Dear Ladies & Gentlemen:

**Wow! The 21st season of the Delaware Envirothon has begun!** We had a record twenty-four teams participate in the 2015 event. We are excited to be able to train teachers, volunteers, and students in the areas of aquatic ecology, forestry, soils/land-use, wildlife, air quality, and public speaking. The current environmental issue for the 2016 competition will be "Invasive Species: A Challenge to the Environment, Economy, and Society". The 2016 competition will be held on April 28th at Brecknock County Park in Kent County. Please put this prestigious event on your calendar and make plans to join us that day as one of our sponsors.

**We are again asking for your support to continue this outstanding environmental education program.** It takes over $25,000 to put on the training workshops, the state competition, and to send the winning team to the North American event, the NCF Envirothon which is now supported and spearheaded by the National Conservation Foundation. Locally, the Delaware Envirothon is sponsored by the Delaware Association of Conservation Districts (DACD) and overseen by a statewide planning committee of natural resource and conservation professionals. DACD is a 501(c)(3) non-profit organization. **Please give us your support by filling out and submitting the form in the enclosed sponsor brochure or go to the website and donate via PayPal. Please note that all mail now goes to the above address, the long-time P.O. Box address has been discontinued. If needed, the DACD non-profit tax identification number is 51-0331688.**

The 2016 NCF – Envirothon will be held in late July in Ontario, Canada. **We are pleased to report that the Charter School of Wilmington team placed 8th out of 54 teams at the 2015 NCF Envirothon held in Springfield, Missouri.** Over the past several years Delaware has placed in the top ten, including winning the North American competition in 2008.

We look forward to hearing from you and thank you on behalf of the following schools/groups who are preparing now to participate in the 2016 Delaware Envirothon: A.I. DuPont High School, Charter School of Wilmington, Delaware Military Academy Hodgson Vo-Tech High School, St. Elizabeth High School, Mt. Pleasant High School, Middletown High School, MOT Charter School, Caesar Rodney High School, Dover High School, Kent County 4-H, Polytech High School, Lake Forest High School, Smyrna High School, and Sussex Technical High School. Many of the students who have participated in the Envirothon have completed higher education and pursued natural resource careers. Two of our instructors are former Envirothon participants as is one of our current team advisors. With your support we can continue to inspire these future leaders!

A copy of our 2015 annual report and an updated sponsor brochure are included for your review. **You can now make donations via PayPal™ by visiting the website and clicking on the sponsor button.** For more information about this wonderful environmental education program you can access our website at www.delawareenvirothon.org or you can call me at 302-832-3100 x 113.

Sincerely,

Rick Mickowski

Richard Mickowski, Chair
Delaware Envirothon Planning Committee

*Challenging Environmental Education*