



NEW CASTLE COUNTY COUNCIL ADMINISTRATIVE-FINANCE COMMITTEE MEETING

Co-Chair George Smiley, Seventh District
Co-Chair John Cartier, Eighth District

January 24, 2023
5:00 PM

VIRTUAL ZOOM WEBINAR MEETING &
LOUIS L. REDDING CITY/COUNTY BUILDING
1ST FLOOR COUNCIL CHAMBERS
800 N. FRENCH STREET, WILMINGTON, DE 19801**

REVISED AGENDA

A. Call To Order/Roll Call

B. Approval of Minutes - January 10, 2023

C. Review/Discussion of Resolution(s)

R23-031: AUTHORIZING THE EXECUTION OF TWO PURCHASE ORDERS WITH TRUSTEES OF UNIVERSITY OF PENNSYLVANIA (NEW BOLTON CENTER) FOR VETERINARY SERVICES FOR HORSES IN THE TOTAL AMOUNT OF \$59,059.40 Introduced by: Mr. Smiley, Mr. Cartier

R23-032: AUTHORIZING THE EXECUTION OF ONE CONTRACT WITH RITA D. PORTER TO SERVE AS ADMINISTRATIVE LOGISTICS COORDINATOR FOR THE HEALTHY HOMES PRODUCTION GRANT FOR THE DEPARTMENT OF COMMUNITY SERVICES, DIVISION OF COMMUNITY DEVELOPMENT AND HOUSING IN THE AMOUNT OF \$52,000.00 Introduced by: Mr. Smiley, Mr. Cartier

R23-033: AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH GROW AMERICA FUND, INC. (DBA NATIONAL DEVELOPMENT COUNCIL) TO ESTABLISH A COMMUNITY AND ECONOMIC DEVELOPMENT LENDING PROGRAM FOR SMALL BUSINESS LOANS WITHIN NEW CASTLE COUNTY Introduced by: Mr. Smiley, Mr. Cartier

D. Review/Discussion of Ordinance(s)

°23-001: AMEND THE GRANTS BUDGET: APPROPRIATE \$75,000 FROM KENT COUNTY AS A FEDERAL PASS-THROUGH GRANT FROM THE AMERICAN RESCUE PLAN ACT (ARPA), STATE AND LOCAL FISCAL RECOVERY FUNDS (SLFRF) TO THE SUBSTANCE USE DISORDERS NEEDS ASSESSMENT Introduced by: Mr. Smiley, Mr. Cartier

°23-002: AMEND THE FY2023 APPROVED OPERATING BUDGET: TRANSFER FUNDING FROM THE GRANTS AND FIXED CHARGES BUDGET LINE ITEM OF COUNTY COUNCIL TO THE MATERIALS AND SUPPLIES BUDGET LINE ITEM FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF EMERGENCY COMMUNICATIONS Introduced by: Mr. Smiley

°23-006: AMEND THE ANNUAL OPERATING BUDGET TO APPROPRIATE \$525,000 FROM THE STRATEGIC ECONOMIC DEVELOPMENT FUND AND \$225,000 FROM THE GENERAL FUND TAX STABILIZATION RESERVE TO THE DEPARTMENT OF COUNTY EXECUTIVE TO FUND A \$750,000 INVESTMENT TO ESTABLISH THE GROW AMERICA FUND – NEW CASTLE COUNTY Introduced by: Mr. Smiley, Mr. Cartier, Ms. Kilpatrick

- E. New Castle County Grant Requests/Community Events
- F. Expense and Revenue Round Table
- G. Other
 - UBS Presentation
- H. Public Comment
- I. Adjournment
- J. Introduction of Ordinances

REVISED AGENDA POSTED: Wednesday, January 18, 2023
AGENDA POSTED: Tuesday, January 17, 2023

*The revised agenda was posted less than (7) days in advance of the meeting to include an item that was inadvertently left off the original posting (R23-033), but is being considered by Council at its 1/24/23 meeting.

The agenda was posted (7) seven days in advance of the scheduled meeting in compliance with 29 *Del. C.* Section 10004(e)(2). The meeting may go into Executive Session to address issues that arise at the time of the meeting.

**Under Title 29, Section 10006A of *Delaware Code*, New Castle County Council is holding this meeting as a telephone and video conference, utilizing  Webinar. In addition, this meeting is open to the public in Council Chambers (800 N. French Street, Wilmington, DE 19801). The link to join the meeting via computer, smart device, or smart phone is : <https://zoom.us/j/377322142> You may also call into the meeting (audio) using the following call in numbers: 1-312-626-6799 or +1-646-558-8656 or +1-346-248-7799 or +1-669-900-9128 or +1-253-215-8782 or +1-301-715-8592. Then enter the Webinar ID: 377 322 142. If you do not have a good connection with one, please try the others. Additional information regarding phone functionality during the meeting is available at: <https://support.zoom.us/hc/en-us/articles/360029527911-Live-Training-Webinars>

Meeting materials, including a meeting agenda, legislation to be addressed during the meeting, and other materials related to the meeting are electronically accessible at <https://www.nccde.org/2351/Agendas-and-Minutes> Members of the public joining the meeting may be provided an opportunity to make comments in real time. A comment period will be administered by a moderator to ensure everyone may have an opportunity to comment.

If permitted to comment, you will not be able to speak until called upon by the moderator. For those appearing virtually, there are functions in the program that allow you to do this. Please see the link in the previous paragraph.

RESOLUTION NO. 23-031

**AUTHORIZING THE EXECUTION OF TWO PURCHASE ORDERS WITH
TRUSTEES OF UNIVERSITY OF PENNSYLVANIA (NEW BOLTON CENTER) FOR
VETERINARY SERVICES FOR HORSES IN THE TOTAL AMOUNT OF \$59,059.40**

WHEREAS, *New Castle County Code* § 2.02.004 requires that all contracts involving expenditures of funds in excess of \$50,000.00 in aggregate to one vendor in a fiscal year, which are not competitively bid, be approved by Resolution of County Council; and

WHEREAS, the purchase order for \$35,000.00 is for veterinary services of the herd at Carousel Park Equestrian Center from Trustees of University of Pennsylvania (New Bolton Center) for the Department of Community Services, Division of Community Resources; and

WHEREAS, the purchase order for \$24,059.40 is for veterinary services of the Mounted Patrol Unit horses from Trustees of University of Pennsylvania (New Bolton Center) for the Department of Public Safety, Division of Police; and

WHEREAS, these purchase orders require approval by County Council as the expenditure of funds to this vendor has already exceeded the threshold of \$50,000.00 in aggregate to one vendor in a fiscal year.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby approves the contract listed on the attached Exhibit “A,” entitled “New Castle County Purchase Requisition/Justification Form,” as a valid contract in excess of \$50,000.00 pursuant to *New Castle County Code* § 2.02.004.

Adopted by County Council of
New Castle County on:

President of County Council
of New Castle County

SYNOPSIS: This Resolution approves the execution of the listed purchase orders.

Department of Community Services, Division of Community Resources

Trustees of University of Pennsylvania (New Bolton Center) \$35,000.00

Department of Public Safety, Division of Police

Trustees of University of Pennsylvania (New Bolton Center) \$24,059.40

FISCAL IMPACT: This Resolution authorizes the execution of two purchase orders totaling \$59,059.40. Funding is included in the FY2023 Approved Operating Budget in the Department of Community Services, Division of Community Resources \$35,000.00 and the Department of Public Safety, Division of Police \$24,059.40.

Michael Smith
Chief Financial Officer

REQUISITIONER INFORMATION				VENDOR INFORMATION						
NAME	Carly Thompson			FISCAL YR	2023	NAME	Trustees of University of Pennsylvania (New Bolton Center)			
DEPARTMENT	COMMUNITY_SERVICES_40				FUND	100 GENERAL	ADDRESS	382 West Broad Street		
ORGANIZATION	10400303 CS - CR - CAROUSEL PARK							Kennett Square, PA 19348		
PHONE	302-995-7670				REQ#	2300079				
DELIVERY LOCATION	Carousel Park									
SEND VENDOR PO	☐ YES		☒ NO			CONTACT NAME		New Bolton Center		
CURRENT VENDOR	☒ YES		☐ NO			PHONE	610-444-5800		EXT	
VENDOR #	105951					EMAIL			FAX #	

ADDITIONAL NOTES	
	Carousel Park has spent \$29,167 amount with the vendor. Anticipated spending is \$80,000. Purchase Order 23000576.

I. What is the purpose of the requisition or advice of change?

We are requesting consideration for the New Bolton Center a declared a sole source for veterinarian services of the herd at Carousel Park Equestrian Center. The herd includes 27 riding lesson horses and 10 mounted patrol Clydesdale horses.

New Bolton provides general, regular veterinarian services, emergency care, and medical procedures and surgery. New Bolton provides Carousel Park Equestrian Center horses with both inpatient and outpatient services. Clinical services address all of our herd's needs, field services provides on-site primary and emergency services, diagnostic laboratory services, performs ongoing necessary testing and analysis, and 24/7 emergency care is provided for those instances needing urgent and immediate care.

If the approval for the extra funds is not granted, there will be a significant impact on the health and wellbeing of the Carousel horses. New Bolton Center provides critical preventative and emergency care and is on call 365 days a year, around the clock.

IV. IS THIS A SOLE SOURCE CONTRACT?	☒ YES	☐ NO	IF YES, AGENCY
V. IS THIS A PASS THROUGH GRANT?	☐ YES	☒ NO	

Page 5 of 41

Introduced by: Mr. Smiley, Mr. Cartier
Date of introduction: January 24, 2023

RESOLUTION NO. 23-032

AUTHORIZING THE EXECUTION OF ONE CONTRACT WITH RITA D. PORTER TO SERVE AS ADMINISTRATIVE LOGISTICS COORDINATOR FOR THE HEALTHY HOMES PRODUCTION GRANT FOR THE DEPARTMENT OF COMMUNITY SERVICES, DIVISION OF COMMUNITY DEVELOPMENT AND HOUSING IN THE AMOUNT OF \$52,000.00

WHEREAS, *New Castle County Code* § 2.02.004 requires that all contracts involving expenditures of funds in excess of \$50,000.00 in aggregate to one vendor in a fiscal year, which are not competitively bid, be approved by Resolution of County Council; and

WHEREAS, this contract is an agreement between New Castle County and Rita D. Porter in the amount of \$52,000.00; and

WHEREAS, these funds will be used to hire Ms. Porter as a full time (contractual) Administrative Client Logistics Coordinator for the Healthy Homes Production Grant; and

WHEREAS, the Administrative Client Logistics Coordinator is a required position for the Healthy Homes Production Grant.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby approves the contract listed on the attached Exhibit “A,” entitled “New Castle County Purchase Requisition/Justification Form,” as a valid contract in excess of \$50,000.00 pursuant to *New Castle County Code* § 2.02.004.

Adopted by County Council of
New Castle County on:

President of County Council
of New Castle County

SYNOPSIS: This Resolution approves the execution of the listed contract.

Department of Community Services, Division of Community Development and Housing

Rita D. Porter \$52,000.00

FISCAL IMPACT: This Resolution authorizes the execution of one contract totaling \$52,000.00. Funding is included in the FY2023 Approved Grant Budget in the Healthy Homes Production Grant.

Michael Smith
Chief Financial Officer

REQUISITIONER INFORMATION				VENDOR INFORMATION						
NAME	Tonya Burbage			FISCAL YR	2023	NAME	Rita D. Porter			
DEPARTMENT	COMMUNITY_SERVICES_40			FUND	110 GRANTS	ADDRESS	360 Paul Drive			
ORGANIZATION	11400601 CS - GRANTS						Smyrna, DE 19977			
PHONE	302-395-5313			REQ#	2309242					
DELIVERY LOCATION										
SEND VENDOR PO	☒ YES		☐ NO			CONTACT NAME	Rita Poter			
CURRENT VENDOR	☒ YES		☐ NO			PHONE	302-222-2227		EXT	
VENDOR #	109009					EMAIL	Ritadeepporter@gmail.com		FAX #	

ADDITIONAL NOTES	

I. What is the purpose of the requisition or advice of change?

To hire Ms. Porter as a full time (contractual) Administrative Client Logistics Coordinator for the Healthy Homes Production Grant after completing her trial period under Goodwill of Delaware/Delaware County.

The \$2 million Healthy Homes Production Grant requires key personnel and the Administrative Client Logistics Coordinator is a required position for the grant.

This position is 100% grant funded with no benefits. If not granted, it would disrupt the Healthy Homes grant operation and the ability to meet HUD benchmarks.

VI. OTHER, PLEASE EXPLAIN

1/6/2023

RESOLUTION NO. 23-033

AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH GROW AMERICA FUND, INC. (DBA NATIONAL DEVELOPMENT COUNCIL) TO ESTABLISH A COMMUNITY AND ECONOMIC DEVELOPMENT LENDING PROGRAM FOR SMALL BUSINESS LOANS WITHIN NEW CASTLE COUNTY

WHEREAS, New Castle County wishes to expand economic opportunity and encourage sustainable community and economic development activities through small business lending so that economically disadvantaged neighborhoods can experience investment and job creation; and

WHEREAS, New Castle County wishes to establish a community and economic development lending program through an investment in the Grow America Fund (“GAF”), an SBA licensed Small Business Lending Company (hereinafter “SBLC”), named – the “Grow America Fund – New Castle County” (“GAF – NCC”) to achieve these goals; and

WHEREAS, GAF is recognized and certified by the U.S. Treasury Department as a Community Development Financial Institution and Community Development Entity having a primary mission of serving or providing investment capital for low-income communities or low-income persons and, as the nation’s only SBLC devoted solely to economic and community development financing and as a licensed and regulated SBLC, is entitled to make SBA 7(a) guaranteed loans to eligible small businesses; and

WHEREAS, GAF will underwrite all loans, obtain GAF and SBA approvals, close, service and collect loans, perform appropriate periodic reviews of each loan, and provide reporting as required by and in a form acceptable to NCC; and

WHEREAS, GAF – NCC will be capitalized with \$1,000,000; \$750,000 will be contributed through an investment by New Castle County and \$250,000 will be contributed by Discover Bank through the Delaware Community Foundation as a grant to GAF – NCC. It is further expected that the \$1,000,000 capitalization of GAF – NCC will be leveraged to expand total GAF - NCC revolving loan opportunities to a total of \$4,000,000; and

WHEREAS, the GAF – NCC will utilize the SBA to ensure that each borrower receives the best rates and terms available to grow and retain business in New Castle County; and

WHEREAS, the County’s investment in GAF – NCC will be effectuated through an Agreement to Establish the Grow America Fund – New Castle County (the “Agreement”), attached hereto as Exhibit “A”; and

WHEREAS, *New Castle County Code* § 2.02.004 requires that all contracts involving expenditures of funds in excess of \$50,000.00 in aggregate to one vendor in a fiscal year, which are not competitively bid, be approved by resolution of County Council; and

NOW, THEREFORE, BE IT RESOLVED, by and for the County Council of New Castle County that County Council hereby approves the Agreement attached hereto as Exhibit “A” pursuant to *New Castle County Code* § 2.02.004.

BE IT FURTHER RESOLVED that the County Executive is hereby authorized to approve or execute the Agreement as well as any such other ancillary documents and to take such action as shall be necessary or appropriate for the execution and implementation of Agreement.

Adopted by County Council of
New Castle County on:

President of County Council
of New Castle County

SYNOPSIS: This Resolution authorizes the County Executive to execute an agreement with Grow America Fund, Inc. (DBA National Development Council) to establish a community and economic development lending program for small business loans within New Castle County and approves the execution of the listed contract.

Department of County Executive, Division of Economic Development

Grow American Fund, Inc. (DBA National Development Council) \$750,000

FISCAL NOTE: This Resolution authorizes the execution of one agreement totaling \$750,000. Funding is provided in the FY2023 Approved Operating Budget, with funds that originated from the Strategic Economic Development Fund \$525,000 and General Fund Tax Stabilization Fund \$225,000, and contingent upon the approval of Ordinance 23-006. There is no fiscal impact on future years.

Small Business Lending Investment Agreement

AGREEMENT
TO ESTABLISH THE
GROW AMERICA FUND - NEW CASTLE COUNTY

BY AND BETWEEN
GROW AMERICA FUND, INC.

and

NEW CASTLE COUNTY, DELAWARE

THIS AGREEMENT (this “Agreement”) is entered into as of the first day of February, 2023 by and between New Castle County, Delaware, a political subdivision of the State of Delaware with its principal offices at 87 Reads Way, New Castle, DE 19720 (the “Client”), and the National Development Council’s Grow America Fund, Inc. (“GAF”) a nonprofit a corporation organized and existing under the laws of the State of Delaware and having its principal office at 1111 Superior Avenue East, Suite 1114, Cleveland, OH 44114.

RECITALS

WHEREAS, the Client desires to expand economic opportunity for residents of New Castle County (the “Community”) so that these residents may become economically self-sufficient; and

WHEREAS, the Client desires to encourage sustainable community and economic development activities through small business lending so that the economically disadvantaged neighborhoods within the Community can experience investment and job creation; and

WHEREAS, the Client desires to establish a community and economic development lending program through an investment in the Grow America Fund, an SBA licensed Small Business Lending Company (hereinafter “SBLC”), named – the “Grow America Fund -New Castle County” (“GAF – New Castle County”) to achieve these goals; and

WHEREAS, GAF is recognized and certified by the U.S. Treasury Department as a Community Development Financial Institution (“CDFI”) and Community Development Entity (“CDE”) as a domestic corporation having a primary mission of serving or providing investment capital for low-income communities or low-income persons; and

WHEREAS, GAF, the nation’s only SBLC devoted solely to economic and community development financing and as a licensed and regulated Small Business Lending Company, is entitled to make SBA 7(a) guaranteed loans to eligible small businesses.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained the parties hereto, intending to be legally bound, hereby agree as follows:

A. GENERAL PROVISIONS AND RESPONSIBILITIES

1. GAF- New Castle County will be capitalized with funds provided by the Client (as described in Section C below). During the term of this Agreement these funds will be used solely for small business loans within the areas identified by the Client, which are sponsored by the Client, and which meet the purposes of New Castle County as determined by GAF and the Client.

2. GAF and Client will jointly create a Small Business Financing Program that recognizes that the purpose of bringing the GAF – New Castle County to the Community is to provide appropriately structured financing to healthy, growing small businesses, that will create and maintain living wage permanent jobs. As such, the Client's local, fully trained professional staff are essential to imbue the program with credibility in the local community and to complete the local component of the team necessary for the program's success.
3. Client staff will perform the following services:
 - a. Participate in developing a marketing program and establishing periodic performance goals;
 - b. Assist in establishing a database of potential referral sources for the GAF – New Castle County program;
 - c. Assist in preparation of marketing materials;
 - d. Disseminate the application package provided by GAF to potential borrowers;
 - e. Gather the application information and perform a review for package completeness and preliminary qualification of potential borrowers, as appropriate;
 - f. Assist GAF lending manager and staff in scheduling meetings and site visits with potential borrowers' at their places of business, as appropriate; and
 - g. Provide support to the GAF closing and servicing teams when needed and requested.
4. GAF will use its SBLC license to make SBA guaranteed loans referred by the Client and provide staff to operate the GAF – New Castle County in conjunction with the Client's local staff provided by the Client to operate the fund in a prudent and businesslike manner.
5. Staff provided by GAF will perform the following services:
 - a. Assist in marketing the GAF – New Castle County program;
 - b. Assist in originating and packaging loans, with assistance of Client staff as appropriate;
 - c. Underwrite all loans;
 - d. Obtain GAF and SBA approvals;
 - e. Close, service, and collect loans;
 - f. Perform appropriate periodic reviews of each loan; and
 - g. Provide reporting as required by the Client in a form acceptable to Client. (The parties agree that acceptable form and format for this documentation is the complete GAF quarterly and/or annual portfolio status report to the Client and for each GAF – New Castle County borrower.)

6. GAF has a fiduciary responsibility under its Small Business Lending Company License to underwrite, approve, close, service all program loans, and otherwise operate the GAF – New Castle County in a prudent, businesslike, and compliant fashion. In addition, the SBA requires all SBLCs to follow SBA regulations and to use SBA documents and procedures in making and servicing loans. These fiduciary responsibilities and SBA regulations cannot be delegated or waived and they are hereby incorporated by reference into this Agreement as if stated in full.

B. COMMENCEMENT AND COMPENSATION

1. GAF shall commence services for Client effective February 1, 2023, except as noted in Section C below.
2. GAF shall be compensated during the term of this Agreement from fee and interest income generated from loans made to eligible businesses participating in the GAF – New Castle County program, grants, or other funds as outlined herein. Included are investment income and portions of the Client's Investment that are to be earned as the performance obligations described in Section D are met. Furthermore, GAF can also earn fee and interest income from undeployed portions of the Client's Investment.

C. CAPITALIZING GROW AMERICA FUND - NEW CASTLE COUNTY FUND AND THE INVESTMENT PERIOD

1. The Parties agree that the GAF – New Castle County will be capitalized with Client funds as an investment structured as a performance-based grant (the "Investment"). During the term of this Agreement, this Investment will be used solely for funding eligible SBA-guaranteed loans within the County until such performance obligations are met as described in Section D.
2. On or by February 1, 2023, the Client shall either contribute or set-aside the funds to invest the \$1,000,000 which consists of a \$750,000 direct contribution from the Client and an additional \$250,000 received from Discover Bank through the Delaware Community Foundation as a grant to (or on behalf of) the Client required to capitalize the GAF - New Castle County program. It is anticipated that the aggregate Investment will be provided by (or on behalf of) the Client, but the actual source, disbursement, and breakdown of the capitalization of the GAF – New Castle County is at the sole discretion of the Client.
3. The Client may elect to engage the GAF to provide additional small business loan leverage in their community by making additional investments each of which will be governed under a separate Small Business Lending Agreement.

- a. The Client Investment will be applied by GAF to the “unguaranteed portion” of each outstanding loan funded under the program. The parties acknowledge that the Client Investment is therefore fully at risk of loss. It is anticipated that as principal is repaid by the small business borrowers, it will be lent under the same program guidelines to other eligible borrowers seeking access to appropriately structured and priced loan capital not otherwise available in the market.
 - b. GAF, using its SBLC license, shall fund the “guaranteed portion” of each loan funded under the program. The parties acknowledge that the intent of the Client Investment is to achieve a goal of total loans funded of \$4,000,000 (approximately 4 times the amount of the initial Client Investment).
4. The Client’s Investment Period and the term of this Agreement shall commence on the date set forth in Section B.1 above. The Investment Period and this Agreement will remain in effect until the performance obligations outlined in Section D herein are satisfied, or the receipt by GAF of the final payment of principal and interest from all outstanding loans in the Grow America Fund – New Castle County Loan Portfolio (the Termination of the Investment Period), or the termination of this Agreement, whichever occurs first.
5. No party to this Agreement may terminate this Agreement during the Client’s Investment Period earlier than 24 months from the date of the initial Investment or set-aside of funds to capitalize the GAF – New Castle County as referenced in Section C.2 above. It is agreed by all parties that this initial period will give all parties adequate time to perform under the terms of this contract. The only exceptions to the 24-month period will be as follows:
 - a. If New Castle County Council adopts a resolution or ordinance directing the termination of this Agreement.
 - b. If GAF fails to loan any portion of the Investment within 18 months of Client’s delivery of the Investment (i.e. if GAF does not make one loan).
 - c. If a loan is extended in violation of Section E.4 (Conflicts of Interest) of this Agreement.
 - d. If for any reason SBA revokes GAF’s Small Business Lending Company license.
6. After 24 months from the initial Investment or set-aside date, any party to this Agreement may terminate this Agreement by giving ninety (90) days prior written notice to the other party.

D. INVESTMENT, PREFERRED RETURN & RETURN OF INVESTMENT

1. The Client has elected, and GAF has agreed to accept, the Client's Investment of \$1,000,000 to capitalize the GAF-New Castle County allocated as follows:
 - a. \$250,000 of the Client's Investment shall be a grant to GAF and will be allocated toward 25% of the unguaranteed portion of each SBA guaranteed end loan made in the eligible lending area. The grant shall become unrestricted to GAF at a rate of 25 cents per each dollar lent for the first \$1,000,000 of GAF-New Castle SBA end loans.
 - b. \$750,000 of the Client's Investment will be used by GAF and allocated toward 75% of the unguaranteed portion of each SBA end loan made in the eligible lending area.
 - c. GAF will pay the Client a preferred return of 1% on the net Client Investment held by GAF ("Preferred Return"). At the end of each calendar quarter, the net Client Investment will be calculated as follows: the gross Client Investment minus any losses and/or allowances for doubtful accounts. Preferred Returns, if any, will be calculated on the net principal amount of the Client's Investment; prior Preferred Returns, if any, will not be included in the calculation of quarterly Preferred Returns.
 - d. At the end of each calendar year, GAF will credit GAF – New Castle County the annual Preferred Return of 1% (the earned Preferred Return) based on that year's quarterly average net Client Investment. At the written election of the Client, that Preferred Return may be remitted to the Client.
 - e. The Client shall not be obligated to make payments to GAF beyond the initial Investment into GAF, and GAF will not return the Investment and shall not be obligated to return to the Client any portion of the Investment due beyond the actual principal repayments received from the borrowers (net of any reductions in the event of allowances for loss and/or liquidations) under the GAF – New Castle County, provided, however, that upon termination as set forth in in Section C.5.a through C.5.d, GAF will immediately return the un-loaned portion of the Investment made pursuant to Section D.1.b and shall return any loaned portion of the Investment made pursuant to Section D.1.b as principal payments are received.

E. MISCELLANEOUS PROVISIONS

1. **Ownership of Material and Documents.**
 - a. All final reports and other materials prepared by GAF for the Client shall be the property of the Client, however all work papers and other source

materials not provided to the Client shall be the property of GAF. GAF shall deliver such materials to the Client in accordance with the terms and conditions of this Agreement.

- b. The Client shall not, without GAF's written consent, associate GAF's name with the report/product if a subsequent change is made in such report/product after submission to the Client.

2. Right to Audit.

GAF shall establish and maintain appropriate procedures, which will ensure the proper accounting of all funds paid to it under this Agreement. The Client or any of its duly authorized representatives shall have access to any books, documents, papers and records of GAF, which are directly pertinent to GAF - New Castle County for making an audit, examination excerpts and transcriptions. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any otherwise applicable shorter periods of retention, all books, records and supporting details shall be retained for period of at least three (3) years after the expiration of the term of this Agreement.

3. Equal Opportunity.

GAF shall comply with all provisions of Title VI of the Civil Rights Act of 1964 and of the rules, regulations and relevant orders of the Secretary of Labor regarding discrimination. In the event a party is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state, or local law, this Agreement may be cancelled, terminated or suspended in whole or in part by the Client, and that party may be declared ineligible for further Client agreements.

4. Conflicts of Interest.

- a. No elected official appointee or employee of the Client or its designees or agents, and no other public official who exercises any functions or responsibilities with respect to any requested technical assistance, shall be permitted to financially benefit from this Agreement or have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with this Agreement.
- b. No official or employee of Client, his or her spouse, child, parent, step-parent, step-child or sibling of the whole or half-blood or any business or charitable entity with which the official or employee or his or her spouse, child, parent, step-parent, step-child or sibling of the whole or half-blood is associated or has a legal or equitable ownership of more than five (5) percent (more than

one (1) percent in the case of a corporation whose stock is regularly traded on an established securities market) shall be eligible to receive a loan from the GAF – New Castle County.

- c. All borrowers must certify their compliance with Section E.4.b through execution of the certification attached hereto as Exhibit I.

5. Notices.

All notices shall be sent by certified mail, hand-delivery or overnight mail and in all events with a written acknowledgment of receipt to the following:

If to GAF:

Daniel Choi
Chief Financial Officer
1111 Superior Avenue, Suite 1114
Cleveland, OH 44114
dchoi@ndconline.org
(212)682-1106

If to Client:

Charuni Patibanda
Economic Development Director
87 Reads Way
New Castle, DE 19720
Email: Charuni.Patibanda@newcastlede.gov
Phone: 302.395.5969

-with copy to-

New Castle County Office of Law
87 Reads Way
New Castle, DE 19720

6. Responsibility for Claims.

- a. To the extent permitted by state statutes, the Client agrees to indemnify, defend and hold harmless GAF, their agents, officials, and employees from any liability, damage, expense, cause of action, suit, claim, judgment or expenses (including reasonable attorney's fees) arising from the Client's breach of its obligations under this Agreement. Provided, however, that such indemnity shall not apply to any actions, claims or damages arising as a result of GAF's bad faith, willful misconduct or gross negligence.

- b. GAF agrees to indemnify, defend and hold harmless the Client, its agents, officials and employees, from any liability, damage, expense, cause of action, suit, claim, judgment or expenses (including reasonable attorneys' fees) arising from GAF's breach of this Agreement and any injury to person, including death, or personal property or otherwise caused by or resulting from the bad faith, willful, negligent or unlawful act of GAF in its performance under this Agreement. Provided, however, that such indemnity shall not apply to any actions, claims or damages arising as a result of the Client's bad faith, willful misconduct or gross negligence.

7. Compliance with Laws, Venue.

GAF agrees to comply with all applicable federal, state and local laws in the conduct of the work hereunder. This Agreement shall be construed, interpreted and the rights of the parties determined, in accordance with the laws of the State of Delaware. The parties hereby irrevocably and unconditionally consent to submit to the jurisdiction of the courts of the State of Delaware and of the United States of America located in Delaware, which shall have the exclusive jurisdiction for any actions, suits or proceedings arising out of or relating to this Agreement and the transactions contemplated hereby. The parties agree not to commence any action, suit or proceeding relating thereto except in such courts.

8. Assignment and Amendment.

- a. Neither this Agreement or any rights, duties or obligations described herein may be assigned by either party without the prior express written consent of the other party.
- b. No amendments to this Agreement shall be binding on either party unless in writing and signed by both parties.

9. Severability.

A determination that any part of this Agreement is invalid shall not invalidate or impair the force of the remainder of this Agreement.

10. Disclaimer.

The Client is a sophisticated business enterprise and has retained GAF for the purposes set forth in this Agreement and the parties acknowledge and agree that their respective rights and obligations are contractual in nature. Each party disclaims an intention to impose fiduciary agency rights or obligations on the other by virtue of the engagement hereunder.

11. **Entire Agreement.**

This Agreement contains the final agreement between the parties regarding the matters covered and supersedes any and all other agreements, either oral or in writing regarding, the matters contained herein.

12. **Representations and Warranties**

- a. Each party represents and warrants that: (i) this Agreement constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; (ii) the individual executing this Agreement on behalf of such party has all necessary authority to execute this Agreement and bind such party to this Agreement and does not require any additional authority to enter into this Agreement; and (iii) the execution and delivery of this Agreement and all agreements, documents and instruments executed and delivered by such party pursuant hereto and the performance of the services contemplated by this Agreement and such other agreements, documents and instruments, do not and will not violate, conflict with or result in a violation of, or constitute a default under any provision of any law, regulation or rule, or any board or governmental agency.
- b. GAF further represents and warrants that its performance under this Agreement will not violate any proprietary rights of any third party (including, without limitation, any third-party confidential relationships, patent, copyrights, trade secrets or other proprietary rights).

13. **Independent Contractor.**

It is expressly understood and agreed that GAF, in performing its obligations under this Agreement, shall be deemed an independent contractor and not an agent or employee of the Client. GAF has no authority to enter into any contracts or other agreements with any person or entity on behalf of the Client or otherwise to bind the Client. Furthermore, nothing contained in this Agreement shall be construed to mean that the Client and GAF are joint ventures, partners or the like.

14. **No Waiver of Immunity.**

The Client does not waive any immunity it may have under applicable law, including, but not limited to the Delaware County and Municipal Tort Claims Act, 10 *Del. C.* §§ 4010 *et seq.*

15. **Third-Party Beneficiaries.**

There are no intended third-party beneficiaries to this Agreement. No party other than a signatory to this Agreement may assert rights or claims under this

Agreement. For the avoidance of doubt, the Client's entry into this Agreement and delivery of the Investment does not create any right or interest of any third-party to a loan from the GAF – New Castle County program.

16. Execution in Counterparts.

This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above

NEW CASTLE COUNTY

GROW AMERICA FUND, INC.

Name: Matthew S. Meyer

Title: County Executive

Date: _____

Name: Daniel Marsh III, Chairman

Title: Chairman

Date: _____

Exhibit 1**Certificate Regarding Conflicts of Interest**

By signing below Borrower certifies that: (i) the Borrower is not an official or employee of New Castle County, his or her spouse, child, parent, step-parent, step-child or sibling of the whole or half-blood; and (ii) no official or employee of New Castle County, his or her spouse, child, parent, step-parent, step-child or sibling of the whole or half-blood is associated or has a legal or equitable ownership of more than five (5) percent (more than one (1) percent in the case of a corporation whose stock is regularly traded on an established securities market) of the Borrower.

SIGNATURE PAGE

Borrower Name: _____

Borrower Address: _____

Borrower Tax ID #: _____

Authorized Representative Printed Name: _____

Authorized Representative Title: _____

Authorized Representative Email Address: _____

Authorized Representative Telephone #: _____

Authorized Representative Signature: _____

Date Signed: _____

ORDINANCE NO. 23-001

**AMEND THE GRANTS BUDGET:
APPROPRIATE \$75,000 FROM KENT COUNTY AS A FEDERAL PASS-THROUGH
GRANT FROM THE AMERICAN RESCUE PLAN ACT (ARPA), STATE AND LOCAL
FISCAL RECOVERY FUNDS (SLFRF) TO THE SUBSTANCE USE DISORDERS
NEEDS ASSESSMENT**

WHEREAS, in August of 2021, New Castle County, in collaboration with Kent and Sussex Counties, issued an RFP to identify a consultant to perform a substance use disorder needs assessment to determine service gaps for those experiencing substance use disorders and gather and analyze data to help inform potential American Rescue Plan Act (“ARPA”), State and Local Fiscal Recovery Funds (“SLFRF”) expenditures; and

WHEREAS, New Castle County signed a contract with Health Management Associates (“HMA”) in September of 2021 to complete a statewide substance use disorder needs assessment in collaboration with Kent and Sussex Counties; and

WHEREAS, the statewide assessment data, allocated by county, will assist in understanding the gravity and persistence of COVID-19 pandemic-related substance use increases on communities throughout the three counties and guide the allocation of future spending on substance use disorder-related initiatives within the counties, including the use of SLFRF funds toward such initiatives; and

WHEREAS, Kent County has awarded \$75,000 in federal pass-through grant funds from SLFRF funds received by Kent County to New Castle County to be allocated to funding the needs analysis being prepared by HMA; and

WHEREAS, New Castle County has entered into a subaward agreement with Kent County regarding the grant funds; and

WHEREAS, the County Executive has determined that grants received will be sufficient to cover the increase in the Grants Budget as hereinafter amended; and

WHEREAS, Council has determined that the provisions of this Ordinance substantially advance, and are reasonably and rationally related to, legitimate government interests (i.e., promoting the health, safety, morals, convenience, order prosperity and/or welfare of the present and future inhabitants of this State).

NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:

Section 1. The Grants Budget as adopted by Ordinance No. 75-173 is hereby amended by adding the material on the attached Exhibit “A,” which is considered to be underscored in its entirety, attached hereto and made a part thereof.

Section 2. This Ordinance shall become effective immediately upon its adoption by County Council and approval by the County Executive, or as otherwise provided in 9 *Del. C.* § 1156.

Section 3. It is the intent of the County Council that the provisions of this Ordinance shall be effective retroactive to September 23, 2021.

Adopted by County Council of
New Castle County on:

President of County Council
of New Castle County

Approved on:

County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, will appropriate \$75,000 in federal pass-through funds from the American Rescue Plan Act (ARPA), State and Local Fiscal Recovery Funds from Kent County to the Substance Use Disorders Needs Assessment Grant. Funding is intended to provide for a statewide substance use disorders needs assessment.

It is the intent of the County Council that the provisions of this Ordinance shall be effective retroactive to September 23, 2021.

FISCAL NOTE: The fiscal impact of this Ordinance, if approved, will be an increase in the authorized spending authority of the Grants Budget of \$75,000. This increase will impact FY2022 only since the targeted program completion date is May 31, 2022.

EXHIBIT "A"

DEPARTMENT: Executive

PROGRAM TITLE: Substance Use Disorders Needs Assessment

Ordinance No. 23-001

Other: \$75,000.00

Object Level	Federal		County		State		Total	
	Initial	Revised	Initial	Revised	Initial	Revised	Initial	Revised
11-Salaries and Wages								
15-Employee Benefits								
22-Training/Civic Affairs								
23-Communication/Utilities								
24-Materials/Supplies								
25-Contractual Services	75,000.00	150,000.00					75,000.00	150,000.00
26-Equipment Replacement								
27-Fixed Charges								
28-Land and Structures								
29-Contingencies								
Total:	75,000.00	150,000.00					75,000.00	150,000.00

Supplemental Information

Estimated Program Initiation: 9/23/2021

Estimated Program Completion: 5/31/2022

The Local Match:

Found in:

Code #

Ordinance Passed:

Date Revised:

PROGRAM DESCRIPTION:

Provide funding for a statewide substance use disorders needs assessment. This statewide assessment data, allocated by county, will assist in understanding the gravity and persistence of COVID-19 pandemic-related substance use increases on communities throughout the three counties and guide the allocation of future spending on substance use disorder-related initiatives within the counties, including the use of American Rescue Plan Act, State and Local Fiscal Recovery Funds toward such initiatives

1/10/2023

ORDINANCE NO. 23-002

**AMEND THE FY2023 APPROVED OPERATING BUDGET:
TRANSFER FUNDING FROM THE GRANTS AND FIXED CHARGES BUDGET LINE ITEM
OF COUNTY COUNCIL TO THE MATERIALS AND SUPPLIES BUDGET LINE ITEM FOR
THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF EMERGENCY
COMMUNICATIONS**

WHEREAS, the Department of Public Safety, Division of Communication provides New Castle County with a computer aided emergency communications center that is easily accessible to all residents and is responsive to all emergency 911 and non-emergency call requests for police, fire, and emergency medical services, regardless of callers' location; and

WHEREAS, County Council has budgeted funding available in the Grants and Fixed Charges Budget Line Item; and

WHEREAS, County Council would like to contribute \$5,000 to enable the Department of Public Safety, Division of Emergency Communications to reach out to the community by offering a training course and certification as an Emergency Telecommunicator for up to twenty-five participants; and

WHEREAS, successful completion of the training program will assist future, interested job applicants who apply for 911 system positions in meeting minimum and/or preferred qualifications during the application process; and

WHEREAS, the revenue measures heretofore adopted by the County Council, together with any General Fund Tax Stabilization Reserves are, in the opinion of the County Executive, estimated to yield sums at least sufficient to balance the proposed expenditures as set forth in the Annual Operating Budget as hereinafter amended.

NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:

Section 1. The Annual Operating Budget for the fiscal year beginning July 1, 2022 is hereby amended by deleting the material bracketed and stricken and adding the material underscored on the attached Exhibit "A."

Section 2. The foregoing amendment shall be considered a part of the Annual Operating Budget for the fiscal year beginning July 1, 2022 and shall be effective as though incorporated initially in the Annual Operating Budget.

Section 3. This Ordinance shall become effective immediately upon its adoption by County Council and approval by the County Executive, or as otherwise provided in 9 *Del. C.* § 1156.

Adopted by County Council of
New Castle County on:

President of County Council
of New Castle County

Approved on:

County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, will transfer \$5,000 from the County Council – Grants and Fixed Charges Budget Line Item to the Department of Public Safety – Materials and Supplies Budget Line Item to enable the Department of Public Safety, Division of Emergency Communications to reach out to the community by offering a training course and certification as an Emergency Telecommunicator for up to twenty-five participants.

FISCAL NOTE: This Ordinance, if approved, will amend the FY2023 Approved Operating Budget by transferring \$5,000 from the County Council – Grants and Fixed Charges Budget Line Item to the Department of Public Safety – Materials and Supplies Budget Line Item to enable the Department of Public Safety, Division of Emergency Communications to reach out to the community by offering a training course and certification as an Emergency Telecommunicator for up to twenty-five participants.

The FY2023 Approved Operating Budget for the Department of Public Safety will be revised from \$119,246,338 to \$119,251,338. This legislation will result in no increase to the FY2023 Approved Operating Budget as the legislation is a transfer of funds between Departments. There is no fiscal impact for FY2024 and FY2025.

COUNTY COUNCIL

Salaries and Wages		\$	2,384,822
Benefits			1,419,731
Training and Civic Affairs			79,138
Communication and Utilities			19,506
Materials and Supplies			61,107
Contractual Services			257,837
Equipment			3,653
Grants and Fixed Charges	297,726		292,726
Operating Transfer Charges			144,715
Total	4,668,235	\$	<u>4,663,235</u>
Total Authorized Full-Time Positions	35		

COUNTY EXECUTIVE

Salaries and Wages		\$	1,620,891
Benefits			957,820
Training and Civic Affairs			31,904
Communication and Utilities			15,280
Materials and Supplies			22,236
Contractual Services			148,991
Equipment			1,000
Grants and Fixed Charges			943,000
Contingency			55,000
Operating Transfer Charges			75,861
Total		\$	<u>3,871,983</u>
Total Authorized Full-Time Positions	14		

DEPARTMENT OF ADMINISTRATION

Salaries and Wages		\$	12,042,398
Benefits			7,020,831
Training and Civic Affairs			126,825
Communication and Utilities			6,958,723
Materials and Supplies			155,767
Contractual Services			6,406,666
Equipment			437,900
Grants and Fixed Charges			3,850,289
Operating Transfer Charges			1,021,948
Operating Transfer Credits			(11,775,518)
Total		\$	<u>26,245,829</u>
Total Authorized Full-Time Positions	166		

DEPARTMENT OF PUBLIC WORKS

Salaries and Wages	\$	24,542,855
Benefits		14,385,376
Training and Civic Affairs		44,445
Communication and Utilities		24,783,805
Materials and Supplies		4,396,885
Contractual Services		9,343,418
Equipment		763,124
Grants and Fixed Charges		1,213,757
Land and Structures		35,000
Operating Transfer Charges		4,402,788
Operating Transfer Credits		(7,359,063)
Total	\$	76,552,390
Total Authorized Full-Time Positions	379	

DEPARTMENT OF LAND USE

Salaries and Wages	\$	8,547,554
Benefits		5,025,008
Training and Civic Affairs		68,665
Communication and Utilities		112,975
Materials and Supplies		97,377
Contractual Services		1,557,591
Equipment		55,175
Grants and Fixed Charges		31,500
Operating Transfer Charges		1,111,742
Operating Transfer Credits		(800,651)
Total	\$	15,806,936
Total Authorized Full-Time Positions	118	

DEPARTMENT OF COMMUNITY SERVICES

Salaries and Wages	\$	11,407,432
Benefits		5,184,613
Training and Civic Affairs		20,085
Communication and Utilities		951,179
Materials and Supplies		1,377,617
Contractual Services		2,289,087
Equipment		28,900
Grants and Fixed Charges		3,110,149
Operating Transfer Charges		1,220,165
Operating Transfer Credits		(188,230)
Total	\$	25,400,997
Total Authorized Full-Time Positions	161	

DEPARTMENT OF PUBLIC SAFETY

Salaries and Wages	62,634,574	\$	62,636,850
Benefits	36,578,078		36,579,423
Training and Civic Affairs			159,742
Communication and Utilities			1,022,743
Materials and Supplies	1,250,237		<u>1,251,616</u>
Contractual Services			2,049,917
Equipment			1,515,785
Grants and Fixed Charges			6,458,350
Operating Transfer Charges			7,576,912
Total	119,246,338	\$	<u>119,251,338</u>
Total Authorized Full-Time Positions	711		

REGISTER OF WILLS

Salaries and Wages		\$	1,108,686
Benefits			642,551
Training and Civic Affairs			35,150
Communication and Utilities			12,266
Materials and Supplies			9,062
Contractual Services			24,770
Equipment			1,950
Operating Transfer Charges			80,523
Total		\$	<u>1,914,958</u>
Total Authorized Full-Time Positions	19		

RECORDER OF DEEDS

Salaries and Wages	\$	1,268,310
Benefits		737,299
Training and Civic Affairs		43,170
Communication and Utilities		33,977
Materials and Supplies		12,898
Contractual Services		81,446
Equipment		8,000
Grants and Fixed Charges		15,000
Operating Transfer Charges		150,152
Total	\$	2,350,252
Total Authorized Full-Time Positions	24	

SHERIFF

Salaries and Wages	\$	1,246,585
Benefits		732,842
Training and Civic Affairs		29,452
Communication and Utilities		16,181
Materials and Supplies		20,684
Contractual Services		56,398
Equipment		5,000
Operating Transfer Charges		158,555
Total	\$	2,265,697
Total Authorized Full-Time Positions	21	

CLERK OF THE PEACE

Salaries and Wages	\$	461,658
Benefits		272,804
Training and Civic Affairs		14,130
Communication and Utilities		5,256
Materials and Supplies		5,424
Contractual Services		23,593
Operating Transfer Charges		30,639
Total	\$	813,504
Total Authorized Full-Time Positions	7	

DEBT SERVICE

Debt Service	\$	46,374,026
Total	\$	46,374,026
Total Authorized Full-Time Positions		

ETHICS COMMISSION

Salaries and Wages	\$	38,000
Benefits		3,950
Training and Civic Affairs		10,500
Communication and Utilities		2,223
Materials and Supplies		2,450
Contractual Services		291,116
Equipment		500
Operating Transfer Charges		6,066
Total	\$	354,805
Total Authorized Full-Time Positions		0

COUNCIL CONTINGENCY

Contingency	\$	250,000
Total	\$	250,000
Total Authorized Full-Time Positions		

EXECUTIVE CONTINGENCY

Contingency	\$	200,000
Total	\$	200,000
Total Authorized Full-Time Positions		

PERSONNEL CONTINGENCY

Contingency	\$	455,000
Total	\$	455,000
Total Authorized Full-Time Positions		

ATTRITION CONTINGENCY

Personal Services - Salaries and Wages	\$	(4,924,511)
Personal Services - Employee Benefits	\$	(2,910,011)
Total	\$	(7,834,522)
Total Authorized Full-Time Positions		

ONE-TIME CONTINGENCY

Contingency	\$	567,756
Total	\$	567,756

NEW CASTLE COUNTY

Salaries and Wages	122,379,254	\$	122,381,530
Benefits	70,050,892		70,052,237
Training and Civic Affairs			663,206
Communication and Utilities			33,934,114
Materials and Supplies	7,411,744		<u>7,413,123</u>
Contractual Services			22,530,830
Equipment			2,820,987
Grants and Fixed Charges	15,919,771		<u>15,914,771</u>
Debt Service			46,374,026
Land and Structures			35,000
Contingency			1,527,756
Operating Transfer Charges			15,980,066
Operating Transfer Credits			(20,123,462)
<i>Sub-Total New Castle County</i>		\$	319,504,184
<i>Total Authorized Full-Time Positions</i>	1,655		

RESERVE ACCOUNTS AS OF DECEMBER 13, 2022

Tax Stabilization Reserve Account (Unaudited)	72,139,951
Sewer Rate Stabilization Reserve Account (Unaudited)	10,809,217
General Fund Budget Reserve Account	44,845,412
Sewer Fund Budget Reserve Account	18,362,788
<i>Total Reserves:</i>	146,157,368

Introduced by: Mr. Smiley, Mr. Cartier,
Ms. Kilpatrick
Date of Introduction: January 10, 2023

ORDINANCE NO. 23-006

AMEND THE ANNUAL OPERATING BUDGET TO APPROPRIATE \$525,000 FROM THE STRATEGIC ECONOMIC DEVELOPMENT FUND AND \$225,000 FROM THE GENERAL FUND TAX STABILIZATION RESERVE TO THE DEPARTMENT OF COUNTY EXECUTIVE TO FUND A \$750,000 INVESTMENT TO ESTABLISH THE GROW AMERICA FUND – NEW CASTLE COUNTY

WHEREAS, New Castle County wishes to expand economic opportunity and encourage sustainable community and economic development activities through small business lending so that economically disadvantaged neighborhoods can experience investment and job creation; and

WHEREAS, New Castle County wishes to establish a community and economic development lending program through an investment in the Grow America Fund (“GAF”), an SBA licensed Small Business Lending Company (hereinafter “SBLC”), named – the “Grow America Fund – New Castle County” (“GAF – NCC”) to achieve these goals; and

WHEREAS, GAF is recognized and certified by the U.S. Treasury Department as a Community Development Financial Institution and Community Development Entity having a primary mission of serving or providing investment capital for low-income communities or low-income persons and, as the nation’s only SBLC devoted solely to economic and community development financing and as a licensed and regulated SBLC, is entitled to make SBA 7(a) guaranteed loans to eligible small businesses; and

WHEREAS, GAF will underwrite all loans, obtain GAF and SBA approvals, close, service and collect loans, perform appropriate periodic reviews of each loan, and provide reporting as required by and in a form acceptable to NCC; and

WHEREAS, GAF – NCC will be capitalized with \$1,000,000; \$750,000 will be contributed through an investment by New Castle County and \$250,000 will be contributed by Discover Bank through the Delaware Community Foundation as a grant to GAF – NCC. It is further expected that the \$1,000,000 capitalization of GAF – NCC will be leveraged to expand total GAF - NCC revolving loan opportunities to a total of \$4,000,000.

WHEREAS, the GAF – NCC will utilize the SBA to ensure that each borrower receives the best rates and terms available to grow and retain business in New Castle County; and

WHEREAS, the New Castle County Strategic Economic Development Fund (the “SEF”), established under *New Castle County Code* § 14.01.016 serves as a source to, among other things, retain and/or create jobs within New Castle County and currently contains \$525,000; and

WHEREAS, County Council has determined that the appropriation of \$525,00 from the SEF to GAF – NCC is an appropriate use of the funds contained within the SEF and in the public interest.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby approves the following:

Section 1. The Annual Operating Budget for the fiscal year beginning July 1, 2022 is hereby amended by deleting the material bracketed and stricken and adding the material underscored on the attached Exhibit “A.”

Section 2. An appropriation of \$525,000 from the Strategic Economic Development Fund and of \$225,000 from the General Fund Tax Stabilization Reserve are hereby approved in order to provide an initial investment in the Grow America Fund – New Castle County.

Section 2. The foregoing amendment shall be considered a part of the Annual Operating Budget for the fiscal year beginning July 1, 2022, and shall be effective retroactively as though incorporated initially in the Annual Operating Budget.

Section 3. This Ordinance shall become effective immediately upon its adoption by County Council and approval by the County Executive, or as otherwise provided by 9 *Del. C.* § 1156.

Adopted by County Council of
New Castle County on:

President of County Council of
New Castle County

Approved on:

County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, amends the FY2023 Approved Operating Budget by appropriating \$525,000 from the Strategic Economic Development Fund and \$225,000 from the General Fund Tax Stabilization Reserve to the Department of County Executive Grants and Fixed Charges Budget Line Item. These funds will be used to fund a \$750,000 investment to establish the Grow America Fund – New Castle County.

FISCAL NOTE: This Ordinance, if approved, amends the FY2023 Approved Operating Budget by appropriating \$525,000 from the Strategic Economic Development Fund and \$225,000 from the General Fund Tax Stabilization Reserve to the Department of County Executive Grants and Fixed Charges Budget Line Item.

The revised FY2023 Approved Operating Budget will be \$320,254,184. The Strategic Economic Development Fund balance (unaudited) upon passage of this Ordinance will be \$0. The General Fund Tax Stabilization Reserve balance (unaudited) upon passage of this Ordinance will be \$71,914,951. There is no fiscal impact on future years.

COUNTY COUNCIL

Salaries and Wages		\$	2,384,822
Benefits			1,419,731
Training and Civic Affairs			79,138
Communication and Utilities			19,506
Materials and Supplies			61,107
Contractual Services			257,837
Equipment			3,653
Grants and Fixed Charges			297,726
Operating Transfer Charges			144,715
Total		\$	4,668,235
Total Authorized Full-Time Positions	35		

COUNTY EXECUTIVE

Salaries and Wages		\$	1,620,891
Benefits			957,820
Training and Civic Affairs			31,904
Communication and Utilities			15,280
Materials and Supplies			22,236
Contractual Services			148,991
Equipment			1,000
Grants and Fixed Charges	943,000		<u>1,693,000</u>
Contingency			55,000
Operating Transfer Charges			75,861
Total	3,871,983	\$	<u>4,621,983</u>
Total Authorized Full-Time Positions	14		

DEPARTMENT OF ADMINISTRATION

Salaries and Wages		\$	12,042,398
Benefits			7,020,831
Training and Civic Affairs			126,825
Communication and Utilities			6,958,723
Materials and Supplies			155,767
Contractual Services			6,406,666
Equipment			437,900
Grants and Fixed Charges			3,850,289
Operating Transfer Charges			1,021,948
Operating Transfer Credits			(11,775,518)
Total		\$	26,245,829
Total Authorized Full-Time Positions	166		

DEPARTMENT OF PUBLIC WORKS

Salaries and Wages	\$	24,542,855
Benefits		14,385,376
Training and Civic Affairs		44,445
Communication and Utilities		24,783,805
Materials and Supplies		4,396,885
Contractual Services		9,343,418
Equipment		763,124
Grants and Fixed Charges		1,213,757
Land and Structures		35,000
Operating Transfer Charges		4,402,788
Operating Transfer Credits		(7,359,063)
Total	\$	76,552,390
Total Authorized Full-Time Positions		379

DEPARTMENT OF LAND USE

Salaries and Wages	\$	8,547,554
Benefits		5,025,008
Training and Civic Affairs		68,665
Communication and Utilities		112,975
Materials and Supplies		97,377
Contractual Services		1,557,591
Equipment		55,175
Grants and Fixed Charges		31,500
Operating Transfer Charges		1,111,742
Operating Transfer Credits		(800,651)
Total	\$	15,806,936
Total Authorized Full-Time Positions		118

DEPARTMENT OF COMMUNITY SERVICES

Salaries and Wages	\$	11,407,432
Benefits		5,184,613
Training and Civic Affairs		20,085
Communication and Utilities		951,179
Materials and Supplies		1,377,617
Contractual Services		2,289,087
Equipment		28,900
Grants and Fixed Charges		3,110,149
Operating Transfer Charges		1,220,165
Operating Transfer Credits		(188,230)
Total	\$	25,400,997
Total Authorized Full-Time Positions		161

DEPARTMENT OF PUBLIC SAFETY

Salaries and Wages	\$	62,634,574
Benefits		36,578,078
Training and Civic Affairs		159,742
Communication and Utilities		1,022,743
Materials and Supplies		1,250,237
Contractual Services		2,049,917
Equipment		1,515,785
Grants and Fixed Charges		6,458,350
Operating Transfer Charges		7,576,912
Total	\$	119,246,338
Total Authorized Full-Time Positions		711

REGISTER OF WILLS

Salaries and Wages	\$	1,108,686
Benefits		642,551
Training and Civic Affairs		35,150
Communication and Utilities		12,266
Materials and Supplies		9,062
Contractual Services		24,770
Equipment		1,950
Operating Transfer Charges		80,523
Total	\$	1,914,958
Total Authorized Full-Time Positions		19

RECORDER OF DEEDS

Salaries and Wages	\$	1,268,310
Benefits		737,299
Training and Civic Affairs		43,170
Communication and Utilities		33,977
Materials and Supplies		12,898
Contractual Services		81,446
Equipment		8,000
Grants and Fixed Charges		15,000
Operating Transfer Charges		150,152
Total	\$	2,350,252
Total Authorized Full-Time Positions	24	

SHERIFF

Salaries and Wages	\$	1,246,585
Benefits		732,842
Training and Civic Affairs		29,452
Communication and Utilities		16,181
Materials and Supplies		20,684
Contractual Services		56,398
Equipment		5,000
Operating Transfer Charges		158,555
Total	\$	2,265,697
Total Authorized Full-Time Positions	21	

CLERK OF THE PEACE

Salaries and Wages	\$	461,658
Benefits		272,804
Training and Civic Affairs		14,130
Communication and Utilities		5,256
Materials and Supplies		5,424
Contractual Services		23,593
Operating Transfer Charges		30,639
Total	\$	813,504
Total Authorized Full-Time Positions	7	

DEBT SERVICE

Debt Service	\$	46,374,026
Total	\$	46,374,026
Total Authorized Full-Time Positions		

ETHICS COMMISSION

Salaries and Wages	\$	38,000
Benefits		3,950
Training and Civic Affairs		10,500
Communication and Utilities		2,223
Materials and Supplies		2,450
Contractual Services		291,116
Equipment		500
Operating Transfer Charges		6,066
Total	\$	354,805
Total Authorized Full-Time Positions		0

COUNCIL CONTINGENCY

Contingency	\$	250,000
Total	\$	250,000
Total Authorized Full-Time Positions		

EXECUTIVE CONTINGENCY

Contingency	\$	200,000
Total	\$	200,000
Total Authorized Full-Time Positions		

PERSONNEL CONTINGENCY

Contingency	\$	455,000
Total	\$	455,000
Total Authorized Full-Time Positions		

ATTRITION CONTINGENCY

Personal Services - Salaries and Wages	\$	(4,924,511)
Personal Services - Employee Benefits	\$	(2,910,011)
Total	\$	(7,834,522)
Total Authorized Full-Time Positions		

ONE-TIME CONTINGENCY

Contingency	\$	567,756
Total	\$	567,756

NEW CASTLE COUNTY

Salaries and Wages		\$	122,379,254
Benefits			70,050,892
Training and Civic Affairs			663,206
Communication and Utilities			33,934,114
Materials and Supplies			7,411,744
Contractual Services			22,530,830
Equipment			2,820,987
Grants and Fixed Charges	15,919,771		<u>16,669,771</u>
Debt Service			46,374,026
Land and Structures			35,000
Contingency			1,527,756
Operating Transfer Charges			15,980,066
Operating Transfer Credits			(20,123,462)
<i>Sub-Total New Castle County</i>	<i>319,504,184</i>	\$	<u>320,254,184</u>
<i>Total Authorized Full-Time Positions</i>	<i>1,655</i>		

RESERVE ACCOUNTS AS OF DECEMBER 13, 2022

Tax Stabilization Reserve Account (Unaudited)	72,139,951		<u>71,914,951</u>
Sewer Rate Stabilization Reserve Account (Unaudited)			10,809,217
General Fund Budget Reserve Account			44,845,412
Sewer Fund Budget Reserve Account			18,362,788
<i>Total Reserves:</i>	<i>146,157,368</i>		<u>145,932,368</u>