

COUNTY COUNCIL

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JOHN L. RIELEY, VICE PRESIDENT
JANE GRUENEBAUM
MATT LLOYD
STEVE C. MCCARRON



Sussex County

DELAWARE
sussexcountyde.gov
(302) 855-7743

SUSSEX COUNTY COUNCIL

AGENDA

February 11, 2025

9:00 A.M.

The Sussex County Council will hold its meeting in the morning at the Sussex County Public Safety Complex, 21911 Rudder Lane, Georgetown, DE 19947.

Members of the Planning & Zoning Commission are invited to attend and participate, thus resulting in a meeting of the Planning & Zoning Members, as defined by 29 Del. C. § 10002.

Call to Order

Approval of Agenda

Presentation and discussion related to the topics of affordable and workforce housing and the costs of housing construction

Recess and return to the County Administrative Offices at 2 The Circle

1:00 P.M.

Approval of Minutes - February 4, 2025

[Draft Minutes 020425](#)

Reading of Correspondence

Public Comments



Todd Lawson, County Administrator

1. **Discussion and possible action related to the creation of a working group**
[County Council - Development Working Group - Outline](#)
2. **Administrator's Report**

Robbie Murray, Director of Public Safety

1. **Clinical Agreement between Delaware Technical Community College and Sussex County EMS**
[SCEMS and DTCC Healthcare Agreement](#)

Jamie Whitehouse, Director of Planning & Zoning

1. **Discussion related to the DelDOT 2027-2030 Capital Transportation Program**

John Ashman, Director of Utility Planning & Design Review

1. **Permission to Prepare and Post Notices for Camp Salty Farm Annexation into the Sussex County Unified Sanitary Sewer District (Miller Creek Area)**
[Prepare and Post Notices Camp Salty Farm](#)
2. **Permission to Prepare and Post Notices for Bridgeville Warehouse Annexation into the Sussex County Unified Sanitary Sewer District (Western Sussex Area)**
[Prepare and Post Notices Bridgeville Warehouses](#)

Patrick Brown, Project Engineer, III

1. **Waterside Road Improvements, Project T25-04**

A. Recommendation to Award
[Waterside Award](#)

Hans Medlarz, Project Engineer

1. **Davis, Bowen & Friedel, Inc.**

A. Amendment 2 – King's Highway Advanced Utility Relocation
[DBF Utility Relocate](#)
2. **Wolfe Neck Regional WWF Electrical Service & Switchgear Replacement**

A. General Construction, Project S24-10 – Change Order No. 3
[Wolfe Neck CO3](#)

Grant Requests

1. **Greater Lewes Foundation on behalf of the Lewes-Rehoboth Beach Rotary Club for their OTIS Smith Park pavilion revitalization project**
[Greater Lewes Foundation 013025](#)
2. **Race4Warriors, Inc. for their annual Race4Warriors event**
[Race4Warriors Inc.](#)
3. **Law Enforcement United, Inc. for their Road to Hope Bicycle Ride 2025**
[Law Enforcement United, Inc.](#)
4. **New Coverdale Outreach Mission for clothing for youth**
[New Coverdale Outreach Mission 010925](#)

Introduction of Proposed Zoning Ordinances

[Ord Intros CU2474 CU2531 CU2524 CU2529](#)

Council Members' Comments

Executive Session - Land Acquisition pursuant to 29 Del.C.§10004(b)

Possible action on Executive Session Items

1:30 p.m. Public Hearing

1. [Conditional Use No. 2454 filed on behalf of H&K Group, Inc.](#)

“AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A BORROW PIT TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BROAD CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 309.59 ACRES, MORE OR LESS” (property lying on northwest side of Shiloh Church Road [Rt. 74] approximately 0.38 mile west of East Trap Pond Road [Rt. 62]) (911 Address: N/A) (Tax Map Parcel: 232-8.00-44.01)

[Public Hearing CU2454](#)

Adjourn

-MEETING DETAILS-

In accordance with 29 Del.C. §10004(e)(2), this Agenda was posted on February 4, 2025 at 5:00 p.m. and at least seven (7) days in advance of the meeting.

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

Agenda items may be considered out of sequence.

The meeting will be streamed live at <https://sussexcountyde.gov/council-chamber-broadcast>.

The County provides a dial-in number for the public to comment during the appropriate time of the meeting. **Note, the on-line stream experiences a 30-second delay.**

Any person who dials in should listen to the teleconference audio to avoid the on-line stream delay.

To join the meeting via telephone, please dial:

Conference Number: 1-302-394-5036

Conference Code: 570176

Members of the public joining the meeting on the telephone will be provided an opportunity to make comments under the Public Comment section of the meeting and during the respective Public Hearing.

The Council meeting materials, including the “packet”, are electronically accessible on the County’s website at: <https://sussexcountyde.gov/agendas-minutes/county-council>.

SUSSEX COUNTY COUNCIL - GEORGETOWN, DELAWARE, FEBRUARY 4, 2025

A regularly scheduled meeting of the Sussex County Council was held on Tuesday, February 4, 2025, at 1:00 p.m., in Council Chambers, with the following present:

Douglas B. Hudson	President
Matt Lloyd	Councilman
Steve C. McCarron	Councilman
Todd F. Lawson	County Administrator
Gina A. Jennings	Finance Director
J. Everett Moore, Jr.	County Attorney

Call to Order	The Invocation and Pledge of Allegiance were led by Mr. Hudson. Mr. Hudson called the meeting to order.
M 045 25 Approve Agenda	A Motion was made by Mr. McCarron, seconded by Mr. Lloyd, to approve the Agenda as presented. Motion Adopted: 3 Yeas, 2 Absent Vote by Roll Call: Ms. Gruenebaum, Absent; Mr. McCarron, Yea; Mr. Lloyd, Yea; Mr. Rieley, Absent; Mr. Hudson, Yea
Minutes	The minutes from January 28, 2025 were approved by consensus.
Correspondence	Mr. Moore read correspondence received from Love, Inc., Redemption City and Developing Artist Collaboration thanking Council for their donation.
Public Comments	Public comments were heard, and the following people spoke: Mr. George Lodato spoke about a proposed moratorium. Ms. Jill Hicks spoke about the environment in Sussex County and the creation of a working group. Mr. Rich Borrasso spoke about growth and development in Sussex County. Mr. Keith Steck spoke about an Ordinance for putting speakers under Oath when presenting and a way for public to request a correction in minutes, etc.
M 046 25 Approve Consent	A Motion was made by Mr. Lloyd, seconded by Mr. McCarron to approve the following item under the Consent Agenda:

Agenda **Use of Existing Wastewater Infrastructure Agreement
The Estates at Bridgewater, Miller Creek Area**

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

Vote by Roll Call: **Ms. Gruenebaum, Absent; Mr. McCarron, Yea;
Mr. Lloyd, Yea; Mr. Rieley, Absent;
Mr. Hudson, Yea**

Food Drive **Mr. Lawson recognized those that participated in the Caroling on the Circle**
Recognition **Food Drive effort and thanked everyone that volunteered and contributed.**

Adminis- **Mr. Lawson read the following information in his Administrator’s Report:**
trator’s
Report

1. Delaware State Police Activity Report

The Delaware State police year-to-date activity report for November 2024 is attached listing the number of violent crime and property crime arrests, as well as total traffic charges and corresponding arrests. In addition, DUI and total vehicle crashes investigated are listed. In total, there were 195 troopers assigned to Sussex County for the month of September.

2. Project Receiving Substantial Completion

Per the attached Engineering Department Fact Sheet, Egret Shores – Phase 3B (Construction Record) received Substantial Completion effective January 28th.

[Attachments to the Administrator’s Report are not attached to the minutes.]

BOAR
Ordinance

Mrs. Jennings presented an Ordinance entitled “AN ORDINANCE TO AMEND CHAPTER 103 (“TAXATION”) OF THE CODE OF SUSSEX COUNTY TO ADD A NEW ARTICLE VIII, ENTITLED “BOARD OF ASSESSMENT REVIEW” TO GRANT THE BOARD OF ASSESSMENT REVIEW AUTHORITY TO ADOPT RULES AND PROCEDURES TO CARRY OUT ITS DUTIES AS OUTLINED IN 9 DEL. C. § 7004” for Council’s consideration.

Mrs. Jennings reported that the members have been appointed to the Board of Assessment Review as established in Title 9 of Delaware State Code. The next step is for Council to adopt an ordinance that allows that Board to carry out the required duties outlined in the Code.

Introduction
of BOAR
Ordinance

Mr. Lloyd introduced an Ordinance entitled “AN ORDINANCE TO AMEND CHAPTER 103 (“TAXATION”) OF THE CODE OF SUSSEX COUNTY TO ADD A NEW ARTICLE VIII, ENTITLED “BOARD OF

ASSESSMENT REVIEW” TO GRANT THE BOARD OF ASSESSMENT REVIEW AUTHORITY TO ADOPT RULES AND PROCEDURES TO CARRY OUT ITS DUTIES AS OUTLINED IN 9 DEL. C. § 7004”.

Warwick Park Phase II Ordinance Mike Harmer, County Engineer presented an Ordinance entitled “AN ORDINANCE AUTHORIZING THE ISSUANCE OF UP TO \$9,963,400 OF GENERAL OBLIGATION BONDS OF SUSSEX COUNTY IN CONNECTION WITH THE WARWICK PARK PHASE II PROJECT AND AUTHORIZING ALL NECESSARY ACTIONS IN CONNECTION THEREWITH” for Council’s consideration.

Introduction of Warwick Park Phase II Ordinance Mr. McCarron introduced an Ordinance entitled “AN ORDINANCE AUTHORIZING THE ISSUANCE OF UP TO \$9,963,400 OF GENERAL OBLIGATION BONDS OF SUSSEX COUNTY IN CONNECTION WITH THE WARWICK PARK PHASE II PROJECT AND AUTHORIZING ALL NECESSARY ACTIONS IN CONNECTION THEREWITH”.

Winding Creek Hans Medlarz, Project Engineer presented amendment 6 – close out for Winding Creek Village water district project for Council’s consideration.

M 047 25 Approve Amendment No. 6/ Winding Creek A Motion was made by Mr. McCarron, seconded by Mr. Lloyd, that be it moved based up the recommendation of the Sussex County Engineering Department that modified amendment no. 6 to the EJCDC engineering contract for the Herring Creek sanitary sewer district with Whitman, Requardt & Associates LLC be approved in the credit amount of \$273,000 and for closing out amendments no. 3, 5 and 7 after granting substantial completion of project S20-07.

Motion Adopted: 3 Yeas, 2 Absent

Vote by Roll Call: Ms. Gruenebaum, Absent; Mr. McCarron, Yea; Mr. Lloyd, Yea; Mr. Rieley, Absent; Mr. Hudson, Yea

SCWRF Amendment 29 Hans Medlarz, Project Engineer presented amendment no. 29 for South Coastal WRF treatment process upgrade no. 3 & Rehoboth Beach WTP capital improvement program for Council’s consideration.

M 048 25 Approve SCWRF Amendment 29 A Motion was made by Mr. Lloyd, seconded by Mr. McCarron, be it moved based upon the recommendation of the Sussex County Engineering Department, that amendment no. 29 to the base engineering contract with GHD, Inc., be approved in the amount not to exceed \$468,000, for process control and equipment logic integration associated with the South Coastal WRF treatment process upgrade no. 3.

Motion Adopted: 3 Yeas, 2 Absent

Vote by Roll Call: Ms. Gruenebaum, Absent; Mr. McCarron, Yea; Mr. Lloyd, Yea; Mr. Rieley, Absent;

Mr. Hudson, Yea

Grant Request

Mrs. Jennings presented a grant request for Council's consideration.

**M 049 25
ReTemp
Development
Center**

A Motion was made by Mr. Lloyd, seconded by Mr. McCarron to give \$500 (\$300 from Mr. Lloyd's Councilmanic Grant Account and \$200 from Mr. Hudson's Councilmanic Grant Account) to ReTemp Development Center for their food project for seniors & homeless.

Motion Adopted: 3 Yeas, 2 Absent

**Vote by Roll Call: Ms. Gruenebaum, Absent; Mr. McCarron, Yea;
Mr. Lloyd, Yea; Mr. Rieley, Absent;
Mr. Hudson, Yea**

Ord Intro

There were no Ordinances for introduction.

**CC Member
Comments**

There were no Council Member comments.

**Public
Hearing/
Love Creek
MHC
Annexation
of the
SCUSSD**

A Public Hearing was held for the Love Creek Manufactured Home Community Annexation of the Sussex County Unified Sanitary Sewer District (Angola North Area).

Hans Medlarz, Project Engineer reported that the County received a request from the owner of the Love Creek MHC expressing interest in annexation into the Sussex County Unified Sanitary Sewer District (SCUSSD) for the purpose of providing central sewer service. On January 14th, County Council agreed to post notices for a public hearing of annexing the community into the SCUSSD. Mr. Medlarz noted that if the Council votes in the affirmative, the County will apply for State & Federal project funding. Consultant engineers will be approved by County Council to develop biddable construction documents. Since the advertisement of the public hearing, the department has received a request for inclusion from Lazy Pine Retreat LLC, tax map 334-18.00-29.00.

Mr. Medlarz reviewed pollution control strategy information as well as the requirements. He then showed the proposed project schedule. The Engineering Department will evaluate different methods, using life cycle costs, for providing sewer service to Love Creek MHC and summarized in a Preliminary Engineering Report in support of the funding application. The Engineering Department anticipates the most cost-effective way to provide central sewer service will be via a low pressure forcemain throughout the community piped to a designated wastewater partner's connection point on the opposite site of Route 24. Most of the individual mobile homes will be served by grinder pumps installed in the existing septic tanks as designated grinder pump plastic well will only be used if the septic tank is compromised. Roadways, distributed by the sewer connection, will be replaced with hot mix in accordance with current County private road standards. The existing septage drain fields do not require remediation and can be abandoned in place. However, cesspools must be pumped and filled.

Public
Hearing/
Love Creek
MHC
Annexation
of the
SCUSSD
(continued)

After low pressure system connection, individual mobile home septic tank conversions will commence. The conversions will be a project expense but will require a temporary suspension of sewer service to the home.

Mr. Medlarz then reviewed the County rate structure and estimated rates.

Public comments were heard.

Mr. Shawn Rhodes, property manager of Love Creek Manufactured Home Park; that when this project is completed and residents are hooked up, there is going to be a rental adjustment to their rent charge; that there is a state formula that will be used; that their attorneys are reviewing it at this time; that about 85%-90% of the residents are currently year-round; that the residents rent the land.

Mr. Ro Rozari stated that he resides in the community; that he questioned how much noise the grinding pumps would make; that he questioned how long the temporary shutdown will be; that he questioned the cost for the one-time fee and the rent decrease; that he questioned where the funding would come from if the income comes below the estimated amount.

Mr. Medlarz replied that there is a slight humming noise with the pumps, however, they have not received any complaints from other communities that they have been placed in; that there will be a one-day down time for the homes that are connected; that there will be advanced notice given; that currently, the tenants pay an amount for this service, in the future, they will receive a sewer bill from the County; that the end result for the resident at the lower end would a small amount.

Mr. Aron Osterlund asked what his option were to connect as private property owners; that he would like to know how he connect and what the connection fee would be.

Mr. Medlarz explained that once the information is heard today, a decision can be made if they would like to connect or not.

Mr. McCarron questioned if the other property owners have been asked if they would like to connect that are located near this parcel.

The Public Hearing and public record were closed.

A discussion was held about the properties that have not responded if they are in favor or against the annexation.

M 050 25
Approve
Love Creek
MHC

A Motion was made by Mr. Lloyd, seconded by Mr. McCarron to approve the engineering department's recommendation to annex the entire area including the 4 parcels that are not present today along with the other property owner present that desires to be included.

Motion Adopted: 3 Yeas, 2 Absent

**Vote by Roll Call: Ms. Gruenebaum, Absent; Mr. McCarron, Yea;
Mr. Lloyd, Yea; Mr. Rieley, Absent;
Mr. Hudson, Yea**

Rules

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

**Public
Hearing/
CU2504**

A Public Hearing was held on a Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A CEMETERY TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN NANTICOKE HUNDRED, SUSSEX COUNTY, CONTAINING 7.2 ACRES MORE OR LESS” (parcel is lying on the west side of Staytonville Road [S.C.R. 224], approximately 0.42 mile northwest of Blacksmith Shop Road [S.C.R. 44]) (911 Address: 13848 Staytonville Road, Greenwood) (Tax Map Parcel: 430-1.00-13.06) filed on behalf of Living Hope Fellowship.

Jamie Whitehouse, Planning & Zoning Director presented the application.

The Planning & Zoning Commission held a Public Hearing on the application on December 4, 2024. At the meeting of December 4, 2024, the Planning & Zoning Commission recommended approval of the application for the 5 reasons and 3 recommended conditions of approval as outlined.

Mr. Allan Warfel, Chair of the Church Board for the Living Hope Fellowship, spoke in regard to the application; that they are requesting to build a cemetery on their land; that the church has been operating in this location for approximately five years and they are looking to put a cemetery in for the parishioners.

There were no public comments.

The Public Hearing and public record were closed.

**M 051 25
Adopt
Ordinance
No. 3071/
CU2504**

A Motion was made by Mr. McCarron, seconded by Mr. Lloyd to Adopt Ordinance No. 3071 entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A CEMETERY TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN NANTICOKE HUNDRED, SUSSEX COUNTY, CONTAINING 7.2 ACRES MORE OR LESS” for the reasons and conditions given by the Planning and Zoning Commission as follows:

- 1. It is appropriate for a church to include a cemetery on its property for its congregation.**
- 2. This property is large enough to accommodate a cemetery in**

**M 051 25
Adopt
Ordinance
No. 3071/
CU2504
(continued)**

addition to the existing church. The cemetery will have about 200 gravesites and will be limited to people affiliated with the church.

- 3. The proposed cemetery will not adversely affect traffic, roadways, neighboring properties or neighboring uses.**
- 4. There are no wetlands on the proposed site.**
- 5. No parties appeared in opposition to the application.**
- 6. This recommendation is subject to the following conditions:**
 - a. The cemetery area shall be at least 30 feet from all property lines.**
 - b. The access road and parking areas for the cemetery area shall be clearly shown on the site plan.**
 - c. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning and Zoning Commission.**

Motion Adopted: 3 Yeas, 2 Absent

**Vote by Roll Call: Ms. Gruenebaum, Absent; Mr. McCarron, Yea;
Mr. Lloyd, Yea; Mr. Rieley, Absent;
Mr. Hudson, Yea**

**Public
Hearing/
CU2469**

A Public Hearing was held on a Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A MINI-STORAGE FACILITY WITH OFFICES TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 6.68 ACRES, MORE OR LESS” (properties are lying on the west side of John J. Williams Highway [Rt. 24] and the east side of Robinsonville Road [S.C.R. 277], approximately 0.95 mile northeast of the intersection of John J. Williams Highway [Rt. 24] and Robinsonville Road [S.C.R. 277]) (911 Address: N/A) (Tax Map Parcels: 234-6.00-104.00, 104.02, 104.03, & 104.04) filed on behalf of Rehoboth Family Storage, LLC.

The Planning & Zoning Commission held a Public Hearing on the application on December 4, 2024. At the meeting of January 8, 2025, the Planning & Zoning Commission recommended approval of the application for the 8 reasons and 13 recommended conditions of approval as outlined.

Jamie Whitehouse, Planning & Zoning Director presented the application.

Ms. Mackenzie Peet, Esq., introduced her client, the applicant, to the Council to give some history on himself and his business; that the applicant agrees with all conditions that the Commission proposed and there are no requested amendments.

Mr. Bill Soltesz spoke on behalf of the application; that he is the managing member of Rehoboth Family Storage, LLC; that he was one of the very first Chick-Fil-A franchise owners; that he has been in the self-

Public
Hearing/
CU2469
(continued)

storage business for 29 years and currently owns six facilities; that the goal is to set a new standard for self-storage facilities by providing exterior colors to match the environment, outstanding landscaping, high tech security and relaxing music within the buildings; that they want to be a good neighbor and provide a positive asset to the community; that self-storage is one of the lowest traffic generators; that approximately 30 vehicles trips per day; that there will be no 24 hour facilities; that their property will not be able to be accessed after 10:00 a.m. and all rental offices are closed on Sundays.

Ms. Mackenzie Peet, Esq., of Saul Ewing, spoke on behalf of the Applicant, Mr. Bill Soltesz, principal owner of Rehoboth Family Storage, LLC.; that Mr. Soltesz has successfully developed and currently owns six self-storage facilities; that the current project proposes three one story buildings consisting of 891 units each to include a mix of interior, climate controlled units and perimeter drive up non climate controlled units; that there will be no outdoor storage and the total building area will consist of approximately 125,000 square feet, with building one consisting of approximately 28,745 square feet, building two, consisting of approximately 56,600 square feet and building three consisting of 40,125 square feet; that each building is a one story low profile design that seamlessly integrates into the surrounding landscape and the design minimizes the visual impact of the project on nearby land uses, and enhances the overall aesthetics of the area; that extensive buffering from adjacent properties in the form of perimeter trees, which will consist of as many trees as possible while supplementing with additional plantings as needed; that each building will have a sprinkler system as required by the Fire Marshal; that the applicant is seeking three signs, an illuminated wall sign on the front of building one, an illuminated monument sign located along Route 24 in the landscaping bed and another along Robinsonville Rd.; that condition D as recommended by the Commission will permit such signage if adopted; that the four parcels will be consolidated; that the property is located in an AR-1 zoning district and the proposed use aligns with the character of the surrounding community, which consists of both a mix of residential and commercial properties; that the property is in a designated growth area; that there is a diverse blend of commercial and residential in the area; that the proposed use aligns with the character in the surrounding community; that there is a significant demand for self-storage solutions in Sussex County and especially in the Rehoboth Beach and Lewes area; that this demand is driven by the four D's; that they are downsizing, death, divorce and dislocation; that the site is located in Investment Level 3.

Mr. Edward Launay, a professional wetlands scientist, of Environmental Resource Insights spoke on behalf of the Applicant; that the site is a 6.68 acre site and based on the USDA maps it is considered a well-drained, sandy soil site; that soils he found on site are well suited to all types of developments with very few development limitations; that the site is not

Public
Hearing/
CU2469
(continued)

within any DNREC mapped wellhead area protection area or within any special ground water recharge area and the sites not within any 100 year floodplain; that there is no presence of any state or federally regulated wetlands on the site or adjacent to it; that the site is wooded and was clear cut in 2010; that there's a few scattered old growth trees along Robinsonville Rd. and the rest is a relatively young forested area consisting of Tulip Poplar Lava, Early Pine and an occasional Red Maple; that the project proposes to retain 1.62 acres of forest around the perimeter of the site a retention of 24.3% of the entire site; that there are no endangered species located on the property.

Ms. Peet stated that the site is located within the Henlopen Transportation Improvement District; that the applicant is required to pay into the Henlopen Transportation Fund for the project; that the public has noted some concern with the entrance being on Robinsonville Rd, but it should be noted that the developer has no control over the entrance as that is determined by DelDOT and they restricted the access from Route 24; that traffic generated by the facility is characterized as low, stable and predictable due to their operational nature and based on the gate access logs of Mr. Soltesz's other facilities, suggest an average of approximately 30 vehicle trips per day; that the location was selected as to draw traffic away from Route One and was placed within a three mile radius of the nearest storage facility; that Tidewater will provide utilities; that the applicant has received an approved site evaluation from DNREC; that this site will be secured with a fence around the perimeter as well as a gate, security cameras will be provided, hours of operation, unlike typical storage facilities in the area, this facility will not offer 24 hour access; that gate access will only be available from 6:00 a.m. to 10:00 p.m. seven days a week, additionally, office hours will be from 9:00 a.m. to 6:00 p.m. Monday through Saturday, with no Sunday office hours; that this will be used to be store personal and business property; that there will be no distribution, etc. on site.

Mr. Cliff Mumford, P.E., of Davis, Bowen & Friedel, spoke on behalf of the Applicant, that the correspondence with DelDOT determined that the site's traffic does not warrant a TIS, but it is located within the TID and the applicant is required to pay a fee that is over \$400,000, based on the square footage of the buildings; that at the May 17, 2023, meeting the applicant proposed to have the entrance on Route 24, but DelDOT's policy states that access be provided from the lower functional classification roadway, which is Robinsonville Rd.; that a follow up meeting was held with DelDOT on June 22, 2023; that the site line stays within the right-of-way of Robinsonville Road; that a meeting was held with Sussex Conservation District, a stormwater assessment study was done and to be in compliance with their requirements an infiltration pond will be used to control runoff; that the pre-application meeting with the Fire Marshal determined that all buildings will have fire sprinklers and a Knox

**Public
Hearing/
CU2469
(continued)**

box will be provided on the gate so the fire department will have access into the site; that a fire hydrant flow test was performed by Tidewater Utilities that confirmed sufficient flow for fire suppression, and there's an existing water main and a fire hydrant in front of the site on Robinsonville Rd.; that a soil evaluation was done and it was confirmed that a septic can be supported by the soil; that the site will generate less wastewater than a single-family house.

Ms. Peet stated that the Code provides that property owners in each zoning district can undertake certain uses of their property by right; that others are allowed upon receipt of a Conditional Use approval; that several people stated that the applicant failed to meet the purpose of a Conditional Use; that they provided no clear explanations and asked for a denial without details; that the applications have met the criteria for a Conditional Use; that the Commission findings also detail how this application meets the criteria for a Conditional Use; that the proposed use is permitted in that district; that similar uses have been approved in this district; that the site is well suited for this development; that there are no federal or state wetlands; that this project is far from your typical storage facility; that the applicant has chosen a different and more thoughtful path with a product that integrates with the community; that the family has a deep pride in the finished product; that the building design is appealing and blends in with the natural environment; that this development may have a heightened standard of how self-storage should be for future projects; that the proposed development has received positive responses from the agencies as mentioned by Mr. Mumford; that the applicant agrees to all conditions as proposed by the Commission; that prior to the Commission meeting, Mr. Soltesz contacted three people that submitted letters into the record at that time; that at the last meeting, the emails that were sent were submitted into the record of the conversations; that the applicant submitted a letter yesterday regarding the opposition that has been received; that there are 26 letters of support; that 11 additional letters of support were submitted into the record; that the applicants requests approval of this Conditional Use request for self-storage.

Mr. Moore questioned if the applicant had an objection if the colors and single story were added to the conditions. Ms. Peet replied that they would not have an objection to that.

Mr. Lloyd questioned the width of the buffer and if there was a plan to save the existing trees.

Mr. McCarron questioned if the design was reviewed as part of the process. Mr. Soltesz explained the look of the property; that the closet self-storage business is 95% occupied; that the layout of the property was shown.

Public comments were heard.

**Public
Hearing/
CU2469
(continued)**

Mr. Brendan O’Toole spoke in favor of the application; that he is speaking on behalf of his parents; that his parents recently lost their home to a storm and went to find a storage facility for their belongings; that it was a challenge to find storage during that time; that all nearby self-storage facility was full; that they had to rent a unit more than 90 minutes away; that this added unnecessary delays and expenses; that his parents fully support this facility.

Mr. Dustin Oldfather spoke in favor of the application; that as a real estate agent, he sees the demand; that the growth of the County is continuing at a rapid pace; that clients rely on self-storage for downsizing, moving delays, merging households, college students returning homes and new homes being built; that most self-storage facility are built along Route 1 which makes clients compete with seasonal traffic; that the impact on traffic and services would be minimal; that he requested support for this facility.

Mr. Anduel spoke in opposition of the application; that four years ago he started looking for a house; that it was hard to find a home that met his requirements; that he looked at the zoning requirements; that the traffic has increased significantly; that the homeowners bought into this area because it is mostly residential; that he asked why the access cannot be from John J. Williams; that there are a lot of rentals in this area; that he is concerned about traffic, security and the property values; that he has a concern about the wildlife.

Ms. Susan Anderheggen spoke about the application; that the applicant called her; that the call did not solve the issue of objection; that there are not many entrances on Robinsonville Road; that the businesses mentioned are mainly homebased businesses; that they do not have clients coming in and out; that since she has moved in, there has been 8 new developments under construction within a short distance; that the supporters do not live on Robinsonville Road; that by introducing this, the door will be opened up.

Ms. Mary Han spoke about the application; that she recently retired here; that there is a tremendous shortage of mini storage; that the needs of the citizens need to be met; that the growth of the County is going to continue to soar; that we have to plan to prepare and plan for the future; that the landscaping is incredible; that this will be an asset to the community.

The Public Hearing and public record was left open only to allow the Council Members not present today to review the record for no more than three weeks.

**M 052 25
Defer
Action/**

A Motion was made by Mr. McCarron, seconded by Mr. Lloyd to defer action on a Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL

CU2469

RESIDENTIAL DISTRICT FOR A MINI-STORAGE FACILITY WITH OFFICES TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 6.68 ACRES, MORE OR LESS” for the reasons and conditions given by Planning & Zoning.

Motion Adopted: 3 Yeas, 2 Absent

Vote by Roll Call: Ms. Gruenebaum, Absent; Mr. McCarron, Yea; Mr. Lloyd, Yea; Mr. Rieley, Absent; Mr. Hudson, Yea

**Public Hearing/
CZ2041 &
CU2464**

A Public Hearing was held on a Proposed Ordinance entitled “AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN MR MEDIUM RESIDENTIAL DISTRICT TO AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN CEDAR CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 1.53 ACRES, MORE OR LESS” (property is lying on the east side of Old Shawnee Road [S.C.R. 619] approximately 0.35 mile northeast of Shawnee Road [Rt. 36]) (911 Address: N/A) (Tax Map Parcel: 130-3.00-170.04) filed on behalf of James Yorkie, II.

Jamie Whitehouse, Planning & Zoning Director presented the applications.

The Planning & Zoning Commission held a Public Hearing on the application on December 4, 2024. At the meeting of January 8, 2025, the Planning & Zoning Commission recommended approval of the application for the 5 reasons as outlined.

A Public Hearing was held on a Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR OUTDOOR STORAGE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN CEDAR CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 1.5 ACRES, MORE OR LESS” (property is lying the east side of Old Shawnee Road [S.C.R. 619] approximately 0.35 mile northeast of Shawnee Road [Rt. 36]) (911 Address: N/A) (Tax Map Parcel: 130-3.00-170.04) filed on behalf of James Yorkie, II.

The Planning & Zoning Commission held a Public Hearing on the application on December 4, 2024. At the meeting of January 8, 2025, the Planning & Zoning Commission recommended approval of the application for the 4 reasons and 9 recommended conditions of approval as outlined.

Mr. James Yerkie, II, spoke on behalf of the application, that he plans for this location to be his forever home; that he has a lot of cars; that he does not see any issues with any parking; that he has storage containers on a

**Public Hearing/
CZ2041 &
CU2464
(continued)**

pad; that he plans to paint the containers and put a fence up.

Mr. McCarron questioned how an accessory dwelling would play into this type of application.

There were no public comments.

The Public Hearing and public record were closed.

**M 053 25
Adopt
Ordinance
No. 3072/
CZ2041**

A Motion was made by Mr. McCarron, seconded by Mr. Lloyd to Adopt Ordinance No. 3072 entitled “AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN MR MEDIUM RESIDENTIAL DISTRICT TO AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN CEDAR CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 1.53 ACRES, MORE OR LESS” for the reasons given by the Planning Commission as follows:

- 1. The property is currently a 1.5-acre lot. The applicant is requesting this change in Zone to AR-1 so that a conditional use can be sought to allow the applicant to store vehicles and equipment on his property before he constructs a home there. As stated by the Applicant, the primary use of the property will ultimately remain residential. This type of conditional use is not possible in the MR-1 Zoning District.**
- 2. Downzoning this property to AR-1 is consistent with the Sussex County Comprehensive Plan and its Future Land Use Map.**
- 3. Should the conditional use not be approved, or should it expire, the AR-1 zoning will remain in place, which is a less-intensive zoning district than the MR District.**
- 4. There was no opposition to this rezoning application.**
- 5. For all of these reasons, the rezoning of this property from MR to AR-1 is appropriate.**

Motion Adopted: 3 Yeas, 2 Absent

**Vote by Roll Call: Ms. Gruenebaum, Absent; Mr. McCarron, Yea;
Mr. Lloyd, Yea; Mr. Rieley, Absent;
Mr. Hudson, Yea**

**M 054 25
Adopt
Ordinance
No. 3073/
CU2464**

A Motion was made by Mr. Lloyd, seconded by Mr. McCarron to Adopt Ordinance No. 3073 entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR OUTDOOR STORAGE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN CEDAR CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 1.5 ACRES, MORE OR LESS” for the reasons and conditions given by the Planning & Zoning Commission as follows:

**M 054 25
Adopt
Ordinance
No. 3073/
CU2464
(continued)**

- 1. The Applicant owns this property and intends to build his home with a large garage on the property at some point in the future. In the meantime, the Applicant seeks approval for this conditional use to allow the outdoor storage of his vehicles, equipment, and other items until such time as he can build his own home and garage upon the property.**
- 2. The use will be very limited, and the Applicant has stated that there will be no public access to the property. It will not be used as a commercial storage facility. As a result, the use will not have any impact upon area roadways.**
- 3. The project, with the conditions and stipulations imposed upon it, will not have an adverse impact upon the neighboring properties or community.**
- 4. No parties appeared in opposition to this Application.**
- 5. This recommendation for approval is subject to the following conditions:**
 - a. The use shall be limited to the outdoor storage of vehicles, equipment, and similar items.**
 - b. The property shall not be accessible to the public.**
 - c. No maintenance or repair activities shall occur on the site, and no equipment, parts or materials associated with HVAC systems shall be stored on the site.**
 - d. Any security lighting shall be shielded and downward screened so that it does not shine on neighboring properties or roadways.**
 - e. No hazardous materials or fuel shall be stored on the property other than what may be in the tanks of the vehicles, equipment, and similar items located on the site.**
 - f. The areas to be used for outside storage, including driveways, parking areas, pad sites, and bins shall be clearly marked on the Final Site Plan and on the site itself. There shall not be any storage, bins, pad sites or parking within the property's setbacks.**
 - g. This conditional use shall expire upon the sale or transfer of title to the property or upon the issuance of a Certificate of Occupancy to the Applicant for a home that is constructed on the property. If a home is constructed, the Conditional Use is no longer necessary since the use will be accessory to the primary residential use of the property.**
 - h. The failure to abide by any of these conditions may be grounds for the revocation of this Conditional Use.**
 - i. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning & Zoning Commission.**

Motion Adopted: 3 Yeas, 2 Absent

**Vote by Roll Call: Ms. Gruenebaum, Absent; Mr. McCarron, Yea;
Mr. Lloyd, Yea; Mr. Rieley, Absent;
Mr. Hudson, Yea**

M 055 25

A Motion was made by Mr. McCarron, seconded by Mr. Lloyd to adjourn

Adjourn at 3:40 p.m.

Motion Adopted: 3 Yeas, 2 Absent

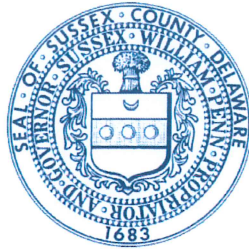
**Vote by Roll Call: Ms. Gruenebaum, Absent; Mr. McCarron, Yea;
Mr. Lloyd, Yea; Mr. Rieley, Absent;
Mr. Hudson, Yea**

Respectfully submitted,

**Tracy N. Torbert
Clerk of the Council**

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

TODD F. LAWSON
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Memorandum

TO: Sussex County Council
The Honorable Douglas B. Hudson, President
The Honorable John L. Rieley, Vice President
The Honorable Jane Gruenebaum
The Honorable Matt Lloyd
The Honorable Steve C. McCarron

FROM: Todd F. Lawson
County Administrator

RE: **WORKING GROUP FORMATION**

DATE: February 7, 2025

During Tuesday's meeting, we will continue to discuss the initiative to form a working group to provide recommendations to the County Council.

A draft outline highlighting the potential framework of said working group is attached. This outline was developed based on the feedback and discussion thus far.

On Tuesday I will review the outline and seek additional feedback and direction to finalize this framework.

If you have any questions, please feel free to contact me.



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SUSSEX COUNTY
LAND USE REFORM WORKING GROUP
DRAFT OUTLINE

SUMMARY

- I. Objective: to analyze land use development in Sussex County and recommend updates to the County Code and Comprehensive Land Use Plan (“Comp Plan”) that result in smarter and more sustainable development practices
- II. Approach: establish a working group of stakeholders who are tasked with developing recommendations for the County Council’s consideration that could result in new Ordinances to amend County Code and the Comp Plan

FRAMEWORK

Goals

1. Implement smarter and more sustainable development practices
2. Ensure growth in Sussex County is supported by infrastructure, i.e., roads, schools, environment, and public safety
3. Create an inventory of affordable and workforce housing
4. Preserve farmland and critical natural resources
5. Prevent low density development in unincorporated areas

Deliverables

1. Recommendations that create incentives for residential land use development in State Strategies Levels 1 & 2 and possibly 3, while discouraging land use development in Level 4
 - a. Look for infill development in State Strategies Levels 1 & 2
2. Recommendations that require transportation improvements phased with land use development while considering the cumulative effect of development in the surrounding area
3. Recommendations that create incentives to develop affordable and workforce housing for rental and ownership
4. Recommendations focused on zoning reform and bulk standards that promote more affordable and workforce housing for rental and ownership
5. Recommendations that will create funding support for roads, schools, and public safety needs



Timeline

- First Quarter-2025
Identify working group membership; retain consultants/facilitator; schedule first meeting; develop working group timeline and deliverables
- Second Quarter-2025
Schedule meetings; develop list of recommendations; update County Council
- Third Quarter-2025
Finalize recommendations; update County Council
- Fourth Quarter-2025
County Council prioritizes list of recommendations; begins public hearing process for Ordinances and/or Comprehensive Land Use Plan updates

WORKING GROUP

These efforts will be coordinated with County staff including the County Administrator, County Engineer, Director of Planning & Zoning, Community Development and Housing Director, and Assistant County Attorney.

In addition, County consultants and meeting facilitators may be used to assist in this process. Stakeholders will work with staff to provide recommendations to the County Council for consideration.

The suggested stakeholder representatives include:

1. Sussex Preservation Coalition
2. Homebuilders Association of Delaware
3. American Council of Engineering Companies
4. Environmental Group, e.g., Center for Inlands Bays or Nature Conservancy
5. Residential Developer operating primarily in Sussex County
6. Affordable Housing Developer operating primarily in Sussex or Delaware
7. Affordable Housing Organization
8. Sussex County Farm Bureau
9. Delaware Department of Transportation
10. Office of State Planning Coordination

#

DEPARTMENT OF PUBLIC SAFETY

ROBERT W. MURRAY, JR.
DIRECTOR




Sussex County

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TO: Sussex County Council
The Honorable Douglas B. Hudson, President
The Honorable John L. Rieley, Vice President
The Honorable Jane Gruenebaum
The Honorable Matt Lloyd
The Honorable Steve C. McCarron

FROM: Robert Murray, Director 

RE: DTCC Clinical Agreement – Allied Health

DATE: January 31, 2025

For many years Sussex County EMS has supported the Allied Health programs at Delaware Technical and Community College. This support involves allowing college students to ride-along with our paramedics and, at times, our paramedics serving as instructors on various pre-hospital topics.

To maintain accreditation, the college is required to have agreements with all clinical partners. The agreement between the college and Sussex County expired late last year. There is a mutual desire to renew the agreement and continue the valued partnership.

The included agreement has been approved by both county and college legal representatives.

We are requesting your support by approving this Healthcare Provider Agency Agreement with Delaware Technical and Community College.

Enclosure

- Proposed motion
- Health Care Provider Agency Agreement

Motion – Sussex County EMS – DTCC Clinical Agreement

Be it moved that Sussex County approve the proposed Healthcare Provider Agency Agreement with Delaware Technical Community College.

HEALTHCARE PROVIDER AGENCY AGREEMENT

Delaware Technical and Community College ("College") and Sussex County, Delaware, a subdivision of the State of Delaware, and the Sussex County Emergency Medical Services (collectively "Agency" or "SCEMS"), for and in consideration of the following recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows (the "Agreement"):

Whereas the College operates a comprehensive Allied Health program (the "Program") including, but not limited to, Nursing, Practical Nursing Studies, and Respiratory Care to prepare students for entry into Allied Health practices; and

Whereas the Agency provides opportunities for practical and clinical experience in support of such programs; and

Whereas it is deemed advisable and in the parties' best interests to establish an affiliation to carry out these objectives.

COLLEGE RESPONSIBILITIES:

1. Assignment of Students: The College will select qualified students to participate in the "Program." The College will assign only those students who have satisfactorily completed those portions of the College curriculum that are prerequisites to the clinical education participation.
2. Schedule of Programs: The College will assume full and final responsibility for the planning and implementing the education program, including administration, programming, curriculum content, faculty appointment, selection of students, and the student's matriculation, promotion, and graduation.
3. Schedule of Assignments: The College will assign students and plan individual schedules of student assignments in each program. Each plan shall include dates, names, numbers of students, time, and clinical area to be utilized. The planned schedule shall be submitted to the appropriate Agency office at least one (1) month before the beginning date of the clinical education program.
4. Instruction: The College will provide student instruction in Liberal Arts, basic sciences, and appropriate supportive courses required for accreditation.
5. Accreditation: The College will be responsible for the Program's accreditation.
6. Right to Withdraw Student from Program: The College may withdraw a Student from the program at any time upon written notice to the Agency.
7. Ability to Participate: The College will have on file the proof of state registration, current licensure, certification, and/or appropriate credentials of all faculty engaged in clinical supervision.
8. Background Checks: The College shall conduct all Agency required checks and screenings of students and instructors in the program, including, but not limited to, criminal background checks,

child protection registry checks, elder abuse registry checks, valid Visa for non-US citizen students; drug screenings; or such other requirements as Agency may reasonably deem necessary, or as required under Delaware law. Criminal background and abuse registry checks may be obtained from web-based databases compiled and maintained by independent third-party services. The College shall be permitted to rely upon a report prepared by an independent third party and makes no representations regarding the accuracy or completeness of any such information.

9. Health Examinations: The College will ensure that any student placed at Agency has met the minimum requirements established by the Agency.
10. CPR: The College shall require its students and instructors to be certified in cardiopulmonary resuscitation before placement at the Agency if services will be provided in a patient care area.
11. Compliance with Applicable Laws: The College shall render such services in compliance with applicable statutes, regulations, and rules of federal, state, and other governmental bodies having jurisdiction over the Agency, including but not limited to the Occupational Safety and Health Administration (“OSHA”), the reasonable policies, rules and regulations of the Agency, the standards of the Joint Commission (“JC”), and Centers for Medicaid & Medicaid Services (“CMS”) and currently accepted and approved methods and practices.

Assure both students and faculty will comply with the Agency's rules and regulations, policies, and procedures insofar as they pertain to the activities of both while in the Agency.

12. Blood-borne Pathogens: In the event of student exposure to blood-borne pathogens as defined in 29 CFR 1910.1030, the Agency shall provide a post-exposure evaluation of the source individual in accordance with the above Occupational Safety and Health Administration regulation. The College may conduct a post-exposure evaluation. The post-exposure evaluation must comply with the Agency’s policies and procedures, and a copy of said evaluation, including all laboratory testing, must be provided to the Agency.
13. Injury or Illness: Any injury or illness, including exposure to blood or body fluid, which may be incurred by the student while at the Agency’s premises under the terms and conditions of this Agreement may be processed through the Agency’s Employee Health Program or the student’s primary care practitioner and billed to the student or appropriate insurance carrier accordingly.
14. Medical Records: The College shall establish and maintain medical and training records for students following the above-referred Occupational Safety and Health Administration regulations.
15. Health Insurance: The College will encourage students and faculty to carry appropriate health insurance to cover any illness or injuries that may occur while affiliating at the Agency. The bill will be submitted to the student/faculty’s insurance company if an injury or illness occurs.
16. PHI: The students and faculty shall receive education on protected health information (PHI), and the College shall report any breach of PHI to the Agency without unreasonable delay. The College will ensure that the students understand and are expected to practice confidentiality concerning information about patients, employees, hospital procedures, research, equipment, and clinical records, including, but not limited to, the requirements of the Health Insurance Portability

and Accountability Act of 1996, as amended (HIPAA) and its regulations, and any other state or federal privacy requirements.

16. Liability Insurance: The College will maintain for itself, its agents, officers, trustees, faculty, and students a policy of general liability and a policy of professional liability insurance with a single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate. The insurance coverage shall cover the College, its agents, officers, trustees, faculty, and students for their acts, failure to act, or negligence arising from, related to, or caused by the activities that are the subject of this agreement.
17. Uniform: The College will instruct students to conform to a mutually agreed upon dress/uniform requirement.
18. Evaluation: The College will supply the Agency Student Supervisor with appropriate forms to evaluate the performance of the assigned students. The College's nursing faculty will complete the nursing student evaluations with collaboration and input from Agency personnel and preceptors. The College acknowledges, agrees, and will ensure the student agrees that no clinical services are authorized under this Agreement.
19. Preceptor Orientation and Evaluation of Students: The College will ensure that any Agency Preceptors are oriented and mentored in the Preceptor's role and responsibilities. The College will supply nursing students with appropriate forms to be given to their Preceptor to have input into evaluating the students' performance by the course instructor.
20. Research: Neither students nor College faculty may conduct research involving any patient at the Agency without prior written permission from the Agency and written informed consent from the patient.
21. FERPA: Subject to the Family Educational Rights and Privacy Act of 1974, as amended, the College agrees to provide, at the request of the Agency, a student's directory information, i.e., name, address, and telephone number, should such information be needed by Agency for the purpose(s) of conducting an investigation relating to student's activities under this Agreement. All other information regarding the student shall be provided to the Agency upon written consent by the student. This Agreement to provide such information continues even after the student's affiliation with the College and/or the Agency terminates and after the termination of this Agreement.

AGENCY RESPONSIBILITIES:

1. Organization: The Agency shall be responsible for and retain absolute control of the organization, administration, operation, and financing of its services.
2. Orientation: Provide orientation for students and faculty of the College, including agency-identified mandatory education. Student orientation is provided through a "train the trainer" format. The Agency shall provide appropriate training to the College's faculty for all relevant Agency rules, regulations, policies, and procedures. The Agency will inform the College of any changes affecting the student experience.

3. Patient Care: The Agency will retain full and final responsibility for supervising patient care.
4. Clinical Facilities: The Agency shall make available to the College faculty and students its existing clinical facilities and the educational opportunities surrounding the current clinical activities to facilitate the attainment of the specified objectives of the educational program. The Agency will allow students, whenever feasible, to participate in special functions, i.e., observe surgery, special clinics, programs, meetings, process groups, in-service education, etc.
5. Clinical Experience: The Agency agrees to provide a clinical experience appropriate to student needs, level of experience, proficiency, and sufficient size and variety to ensure an optimal educational experience with the Agency. The Agency will provide student and faculty access to medical records and/or client information considered essential for the educational experience.

Students in prelicensure nursing programs undertake hands-on clinical responsibility under the guidance of nursing faculty or agency preceptors during the term of this Agreement.

6. Supervisor: The Agency will select a person(s) acceptable to the College as Supervisor of Students of the affiliated Programs. Students will function under the direct supervision of the Agency's designee. The College expects the designee to make assignments appropriate to the student's level of competence as communicated by the College to the Agency.
7. Preceptor: The Preceptor will be responsible for providing a supportive learning environment to enable the student to meet the course objectives of the Program. The student will complete their field observation experience under the direct supervision of the Preceptor assigned to the student by the Agency. Agency agrees to ensure that a Preceptor maintains paramedic credentials, professional activities, and education as required by the State of Delaware Office of Emergency Medical Services.
8. Feedback: The Agency will encourage the Preceptor to provide feedback on their experience as a Preceptor, as well as an evaluation of the student's performance while participating in the preceptorship.
9. Staffing: The Agency agrees to maintain a sufficient level of staff employees to provide services. Students will neither be expected nor permitted to perform services instead of Agency employees.
10. Space: The Agency will provide adequate space for conferences and lectures and use of the Agency library during normal hours of operation to the College faculty and students. The Agency will provide facilities and services during clinical (e.g., dressing room space, parking, cafeteria, at own expense, etc.) available to other Agency personnel.
11. Identification: Provide student identification within the facility if College-furnished I.D. is unacceptable to the Agency.
12. Emergency Care: Provide initial emergency care according to the Agency's protocol to students/faculty while on affiliation at the students/faculty expense. However, the Agency assumes no financial or otherwise responsibility beyond the initial first aid.

13. Accreditation: The Agency will provide information necessary to assist the College in meeting accreditation or regulatory standards. The Agency shall permit the College and its accreditation agencies to visit, tour, and inspect its facilities and records relating to the Clinical Rotations on reasonable notice during the Agency administration's regular business hours, subject to requirements of patient confidentiality, legal compliance requirements of the Agency, and minimize disruption or interference with Agency operations, including patient care activities.

The Agency shall maintain accreditation by the Joint Commission (JC) and other regulatory bodies like CMS.

14. Confidentiality: The Agency will respect the confidentiality of the student. The Agency agrees to keep all information confidential. The Agency will only notify the College's Department Chair/Program Director (or their designee) if a student or faculty cannot complete their clinical experience.
15. Participant Removal: The Agency has the authority to immediately remove a faculty member or student who fails to comply with the Agency's policies and procedures. If such a removal occurs, the Agency should contact the responsible College Instructional Director immediately. It is understood and agreed that the Agency may withdraw the student(s) from any specific area that is not conducive to optimum learning experiences and further may withdraw any student from any area when the student's actions, attitudes, or conduct may, in the Agency's judgment, have a detrimental effect on the patient or personnel.
16. Informal Conference: If the Agency is required to remove any faculty member, employee, or student for incompetence, negligence, or unethical behavior, an informal conference will be held. The Agency shall arrange the Joint Informal Conference within ten (10) business days. Representatives from the College., the Agency, and the individual in question will participate in the conference, and all parties will have the opportunity to be heard.
17. Disclosure: The Agency will inform its personnel regarding the terms of this Agreement.
18. Management: Students participating in a clinical experience at the Agency will be directed and managed per the Agency's policies and procedures.
19. FERPA: The Agency understands that the College is bound by the provisions of the Family Educational Rights and Privacy Act of 1974, as Amended, and further agrees and understands that the College may not disclose or release any educational record or other information to any person, group, or entity without a student's prior written consent. The Agency agrees not to disclose or release any educational record or other information concerning a student to any person, group, or entity without a student's prior written consent. The Agency shall defend, indemnify, and hold the College harmless from all liability associated with its breach of this provision.

JOINT RESPONSIBILITIES

1. Designated Representative: The Agency and College shall each designate a representative to coordinate the clinical education experience and information exchange and to work with the College's instructors and Students to discuss, plan, and evaluate the students' clinical experiences.

2. Enrollment: The College, Agency, and the appropriate regulatory body shall mutually agree to the maximum number of students to be assigned to the Agency for the clinical experience in the Agency. The number of students within each program will be determined by the facilities available for the student's learning experience.
3. Changes in Curriculum, Program, and Staff: Any changes in policies, rules, regulations, and new developments shall be communicated between the College and the Agency within a reasonable time before such time changes take effect.
4. Supervision of Students: All students must be directly supervised while performing any treatments or interventions beyond basic patient care (i.e., giving baths, making linen changes, taking non-invasive vital signs such as temperature, pulse, respiration, blood pressure, etc.) by an Agency supervisor or preceptor or a College faculty member (if applicable). With respect to each Program, and before the start date of each Program, the parties shall designate by mutual agreement which party shall be responsible for direct supervision of the student(s) during their clinical experience under this Agreement.
5. Term: **This Agreement will extend from the date of signing until June 30, 2027**, unless otherwise terminated in accordance with Section 6 immediately below. On or before July 1, 2027, this Agreement may be renewed for additional periods upon the parties' mutual agreement, as evidenced by an amendment to the Agreement signed by the authorized representatives of the Agency and the College.
6. Termination: This Agreement may be terminated by mutual agreement or by either party with or without cause giving at least 60-day notice. The Agency will permit enrolled students at the time of such termination to complete the course currently enrolled.

In the event of a material breach of this Agreement or other conduct determined to be detrimental to either party, the Agreement can be immediately terminated. In the event of termination, the parties agree to take reasonable steps to complete the training of any participant/student in the program or clinical experience.

7. Relationships among College, Agency, and Students: The relationship between the parties to this Agreement is that of independent contractors and is not to be in any manner construed to create an employment relationship between the College, the Agency, and/or the student. The relationship of the parties to this Agreement to each other shall not be construed to constitute a partnership, joint venture, franchise, or any other relationship other than that of independent contractors. Nothing in this Agreement shall give or is intended to provide any right to third persons. Neither shall be compensated by the other due to the clinical experience provided.
8. No Employment Relationship: No faculty member, student, or other individual affiliated with the College having access to and utilizing the Agency's clinical facilities and the educational opportunities surrounding the current clinical activity under this Agreement shall be deemed at any time an agent or employee of the Agency, and the Agency shall not be responsible or liable as a respondent superior or otherwise for the actions or failure to act on the part of any such individual.

9. Nondiscrimination: The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964, as amended, regarding sex, age, race, color, creed, national origin, the Age Discrimination in Employment Act, as amended, American with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, Title IX of the Educational Amendments of 1972, and other applicable laws, regulations, and Executive Orders.
10. Confidential Information: The parties acknowledge that in the course of the performance of their obligations hereunder, each party may come into possession of confidential and/or proprietary data and information regarding patients, agents, businesses, and activities. Both Parties shall meet the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (the "Act"), the privacy standards adopted by the U.S. Department of Health and Human Services ("HHS") as they may be amended from time to time, 45 C.F.R. parts 160 and 164, subparts A and E (the "Privacy Rule"), the security standards adopted by HHS as they may be amended from time to time, 45 C.F.R. parts 160, 162, and 164, subpart C (the "Security Rule"), and the Privacy provisions (Subtitle D) of the Health Information Technology for Economic and Clinical Health Act, Division A, Title XIII of Pub. L. 111-5, and its implementing regulations (the "HITECH Act"), due to their status as a "Covered Entity" under the Act. (The Act, the Privacy Rule, the Security Rule, and the HITECH Act are collectively referred to as "HIPAA" for this Agreement.) In addition, the College agrees to cooperate with the Agency in implementing any policies and procedures that the Agency reasonably believes are required under HIPAA concerning its operations. The terms of this section shall survive the termination of this Agreement.
11. Liability: Neither of the parties shall assume any liability to each other. As to liability to each other, or death to persons, or damages to property, the parties do not waive any defenses due to entering into this Agreement.
12. Indemnification: Each party will indemnify the other for all liability, loss, and expense resulting from the negligent acts or omissions of its agents, employees, subcontractors, or assigns in performing this Agreement.

Provided however, that the College, as an instrumentality of the State of Delaware, has no obligation to indemnify the Agency for any acts or omissions by the College (1) where such claims are protected from suit, liability, damages, or costs, at law or equity, under federal or state law providing immunity therefore; or, (2) if such claims had been asserted directly against the College, would be protected from suit, liability, damages or costs, at law or equity, under federal or state law providing immunity therefor.

As required and qualified by the above, the indemnification for liability, loss, or expense includes settlements, judgments, court costs, expenses of defense, and attorney fees incurred by the indemnified party in connection with a suit arising out of the agreement. Further, the College's obligation to indemnify, if any, shall be restricted solely to the general or professional liability insurance procured by or on behalf of the College, and no other funds or assets of the College shall be subject to any claim for indemnity hereunder.

13. Entire Agreement: This Agreement, including any exhibits attached hereto, constitutes the entire agreement between the parties and contains all the agreements between the parties concerning the

subject hereof. This Agreement supersedes any other written or oral agreements between the parties concerning the subject matter.

14. Amendment: This Agreement shall only be modified in writing, agreed to, and executed by both Parties, with the same formality as the original Agreement
15. Assignment: Neither Party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party.
16. Governing Law: The parties agree that this Agreement shall be governed by and construed under the laws of the State of Delaware and that the Delaware courts shall have sole and exclusive jurisdiction of any dispute arising under this Agreement. Furthermore, the Agency agrees to accept service of process in any civil action arising out of this Agreement as set forth in Title 10, Chapter 31 of the Delaware Code, including but not limited to any certified mail addressed to the Agency.
17. Sovereign Immunity: Nothing in this Agreement shall be deemed a waiver of the doctrine of sovereign immunity on the part of the State of Delaware.
18. County and Municipal Tort Claims Act: Nothing contained herein is intended to waive, alter, or otherwise amend Sussex County's immunity under the Delaware Code or otherwise, including but not limited to the County and Municipal Tort Claims Act. Additionally, nothing contained herein is intended to violate any constitutional principles of the State of Delaware or the United States. To the extent that any obligations contained in this Agreement are determined by court or arbitration order or other judicial action to waive, alter, or otherwise amend such immunity or to be constitutionally prohibited or otherwise not in accordance with the laws in effect at the time of any such claim, liability, cost or expense, the offending language shall be stricken from this Agreement by such authority and considered invalid and unenforceable to the extent necessary to allow the application of such immunity to any claims, losses, damages, or suits asserted against either party or to the extent necessary to correct such violation of the law. The parties agree that any claims, liabilities, damages, costs, and expenses shall be subject to the provisions of the County and Municipal Tort Claims Act, including the limitations on damages.
19. Dispute Resolution: In any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this end, they shall consult and negotiate with each other in good faith, recognize their mutual interests, and attempt to reach a just and equitable solution satisfactory to all parties. If they cannot reach such a solution within forty-five (45) days or a period mutually agreed upon between the parties, either party may file suit in a court of competent jurisdiction in the State of Delaware.
20. Unforeseen Circumstances: No party shall violate this Agreement if it is prevented from performing any of its obligations hereunder for reasons beyond its reasonable control, including, but not limited to, any of the following: acts of God, pandemics or epidemics, strikes, acts of war, acts of terrorism, statutes, rules, regulations or interpretations of statutes and regulations to which either party is subject. If the services a party has agreed to provide are substantially interrupted, pursuant to such events, the other party shall have the right to terminate this Agreement upon ten (10) days prior written notice to the affected party.

21. Notice: Any notice required or permitted by this agreement shall be deemed completed if in writing and delivered personally or mailed by first-class, registered or certified mail, postage prepaid, to the other party:

Notices to the College shall be sent to:

Crystal Cordrey
Ccordre5@dtcc.edu
Department Chair
Delaware Technical and Community College
21179 College Drive
Georgetown, DE 19947

and

General Counsel
Delaware Technical and Community College
Office of the President
P.O. Box 897
Dover, DE 19903

Notices to the Agency:
Robert W. Murray, Director
RMurray@sussexcountyde.gov
Office: 302- 855-1000
Sussex County Department of Public Safety
21911 Rudder Lane
Georgetown, DE 19947

22. Authority: Each person signing this Agreement as a party or on behalf of a party represents that they are duly authorized to sign this Agreement on such party's behalf and are executing it voluntarily, knowingly, and without any duress or coercion.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.
SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the Parties have set their hands and seals to this Agreement on the day and year set forth below. This Agreement may be executed electronically through any program that meets the requirements of the Delaware Uniform Electronic Transactions Act or other applicable law or in any number of counterparts, and all of such counterparts shall together constitute the same instrument. Delivery of an executed counterpart of a signature page of this Agreement in Portable Document Format (PDF), or similar format, or by facsimile transmission shall be effective as delivery of a manually executed original counterpart of this Agreement.

SUSSEX COUNTY, DELAWARE

BY: _____ (SEAL)
Douglas B. Hudson
President, Sussex County Council

Date: _____

ATTEST: _____ (SEAL)
Tracy Torbert,
Clerk of the Sussex County Council

DELAWARE TECHNICAL AND COMMUNITY COLLEGE

BY: _____
Dr. Mark T. Brainard
President

OOP -2/2025

ENGINEERING DEPARTMENT

JOHN J. ASHMAN
DIRECTOR OF UTILITY PLANNING & DESIGN REVIEW

(302) 855-7370 T
(302) 854-5391 F
jashman@sussexcountyde.gov



Sussex County

DELAWARE
sussexcountyde.gov

MIKE HARMER, P.E.
SUSSEX COUNTY ENGINEER

Proposed Camp Salty Farm Expansion of the Sussex County Unified Sanitary Sewer District

PERMISSION TO POST FACT SHEET

- Expansion of the Sussex County Unified Sanitary Sewer District (Miller Creek Area)
- The Engineering Department has received a request from Stephens Environmental Consulting Group Inc. on behalf of their client Camp Salty Farm, LLC the owner of parcel 134-19.00-118.00.
- The parcel is adjacent to the existing Sussex County Unified Sanitary Sewer District.
- The project will be responsible for System Connection Charges of \$7,700.00 per EDU based on current rates.
- The Engineering Department would like to request permission to prepare and post notices for a Public Hearing on the annexation of the area.
- A tentative Public Hearing is currently scheduled for March 25th, at the regular County Council meeting.



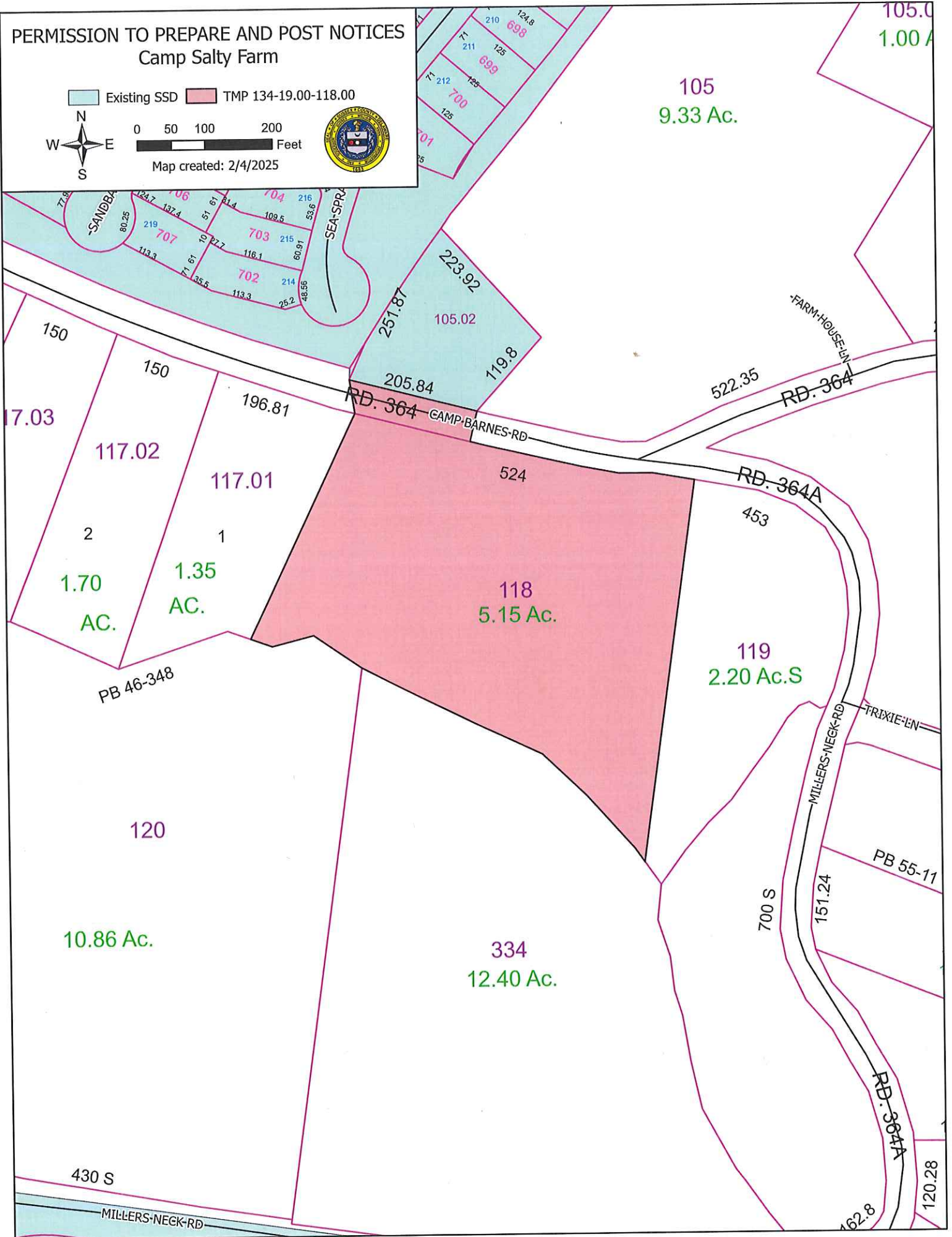
PERMISSION TO PREPARE AND POST NOTICES Camp Salty Farm

Existing SSD TMP 134-19.00-118.00



0 50 100 200 Feet

Map created: 2/4/2025



ENGINEERING DEPARTMENT

JOHN J. ASHMAN
DIRECTOR OF UTILITY PLANNING & DESIGN REVIEW

(302) 855-7370 T
(302) 854-5391 F
jashman@sussexcountyde.gov



Sussex County

DELAWARE
sussexcountyde.gov

MIKE HARMER, P.E.
SUSSEX COUNTY ENGINEER

Proposed Bridgeville Warehouses Expansion of the Sussex County Unified Sanitary Sewer District

PERMISSION TO POST FACT SHEET

- Expansion of the Sussex County Unified Sanitary Sewer District (Western Sussex Area)
- The Engineering Department has received a request from Becker Morgan Group Inc. on behalf of their client FPDN Management, LLC the owners/developers of a project known as Bridgeville Warehouses for parcel 131-19.00-4.00 and the neighboring parcel 131-19.00-5.00.
- The parcels are zoned CR-1 and adjacent to the existing town boundary and the Sussex County Unified Sanitary Sewer District. **The properties will be required to annex into the Town of Bridgeville.**
- The project will be responsible for System Connection Charges of \$7,700.00 per EDU based on current rates.
- The Engineering Department would like to request permission to prepare and post notices for a Public Hearing on the annexation of the area.
- A tentative Public Hearing is currently scheduled for March 25th, at the regular County Council meeting.



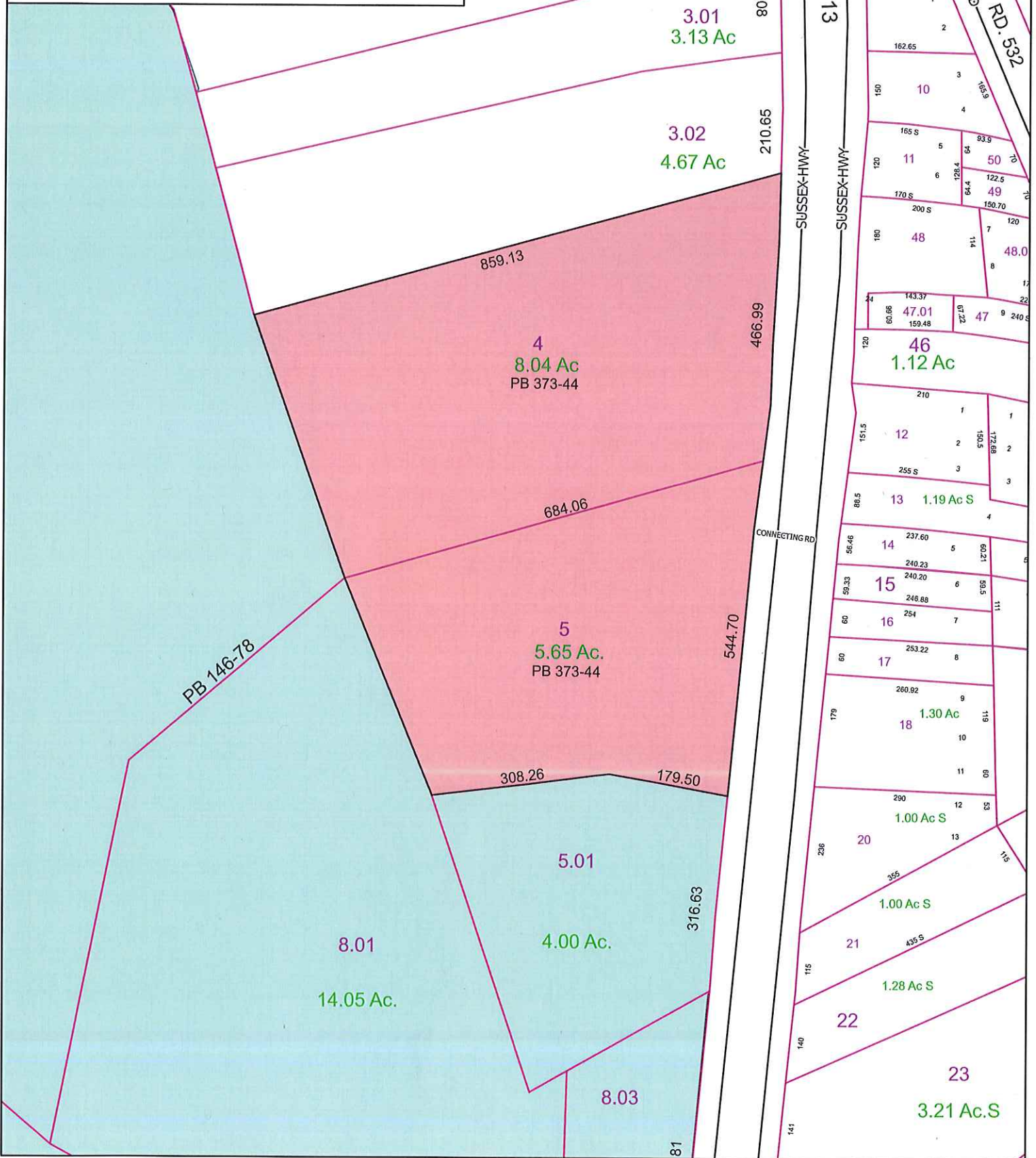
PERMISSION TO PREPARE AND POST NOTICES
 Bridgeville Warehouses

Existing SSD TMP 131-19.00-4.00 & 5.00



0 62.5 125 250
 Feet

Map created: 2/4/2025



ENGINEERING DEPARTMENT

MIKE HARMER, P.E.
SUSSEX COUNTY ENGINEER

(302) 855-7370 T
(302) 854-5391 F

mike.harmer@sussexcountype.gov



Sussex County
DELAWARE
sussexcountype.gov

Memorandum

TO: Sussex County Council
The Honorable Douglas B. Hudson, President
The Honorable John L. Rieley, Vice President
The Honorable Jane Gruenebaum
The Honorable Matt Lloyd
The Honorable Steve C. McCarron

FROM: Patrick Brown, P.E., Project Engineer III

RE: ***WATERSIDE ROAD IMPROVEMENTS, PROJECT T25-04***
A. RECOMMENDATION TO AWARD

DATE: February 11, 2025

Waterside is a subdivision of eighty (80) residential units with private streets and cul-de-sacs owned and maintained by the community Homeowners Association (HOA). The community is located near Ocean View, DE and accessed from Muddy Neck Road, a DelDOT roadway, via a short shared-use easement. The subdivision contains approximately 2,700 LF of paved roadway and parking in fair condition.

The community by letter dated July 16, 2023, requested Sussex County's assistance to repair and resurface existing roads and failed concrete gutters and swales, through the Sussex Community Improvement (SCI) Program defined in Chapter 96 of County Code. Following provisions of the Code, the Engineering Department performed the following actions:

- Determined the community met the eligibility criteria defined in the Code.
- Petitioned all assessable property owners within the Community regarding inclusion in the SCI Program.
- Provided a preliminary cost estimate for a hot-mix pavement overlay project.
- Provided the approximate costs to property owners in both lump sum and 10-year repayment options.
- Provided notification and conducted a community meeting to discuss the SCI Program and receive comments regarding estimated project costs and subsequent election process necessary for project implementation.

The results of the Petition and Community Meeting were presented to Council on April 9, 2024. Council accepted the community into the Chapter 96 program by Resolution # 007 24, which established the date, time, place, and judge of an Election for property owners to vote on whether or not they favored the proposed SCI Project for Waterside.

The Election was advertised in accordance with Chapter 96 Code and held on Thursday, May 16, 2024, at the Engineering Administration Office, with absentee ballot provisions made



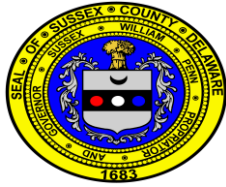
available. Election results were certified shortly thereafter. A total of fifty-one (51) votes were cast in-person and by absentee ballot. Forty-nine (49) YES votes and two (2) NO votes were cast, indicating property owners are in favor of the project. The voting total indicates a 64% owner participation in the Election.

Based on the affirmative results of the Election and with recommendation of the Engineering Department, Council approved Resolution R012 24 on June 18, 2024, authorizing the County Engineer to proceed with the next implementation step of the project. The Engineering Department subsequently developed a set of Bidding Documents for the proposed road improvements and publicly advertised the project on January 17, 2025.

On February 3, 2025, a total of ten (10) bids were received, opened publicly and read aloud in Council Chambers. The low bidder was Mike Houck Construction, LLC of Salisbury, MD in the amount of \$202,500.00. A tabulation of all bids received is attached.

After review of all information submitted with the Bid Package, the Engineering Department recommends award of the Contract to the low bidder Mike Houck Construction, LLC.

Enclosures: Low Bidder Bid Summary
Bidding Tabulation



Sussex County

BID TABULATION SHEET

Project: Waterside Road Improvements

Project: T25-04

Award Date:

Awarded Bidder:

Bidder	Total Bid
Mike Houck Construction	\$202,500.00
Jerry's, Inc.	\$238,402.85
Peninsula Paving	\$251,017.00
HCE, LLC	\$262,378.75
Terra Firma	\$272,595.00
Kinsley Construction	\$314,285.00
Zack's Excavating	\$322,267.50
George & Lynch	\$337,248.25
A-Del Construction	\$344,710.00
Del-Mar-Va Paving	\$350,408.75

WATERSIDE ROAD IMPROVEMENTS
PROJECT T25-04

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
Part A - Base Bid Items					
A.1	Mobilization (Max 5% of Total Bid)	LS	1	\$ 3,229.25	\$ 3,229.25
A.2	Maintenance of Traffic	LS	1	\$ 7,600	\$ 7,600
A.3	Pavement Milling (2" Depth)	SY	10,575	\$ 3.25	\$ 34,368.75
A.4	Type C Hot-Mix Pavement	TON	1,200	\$ 109	\$ 130,800
A.5	Pavement Patching	CY	12	\$ 341	\$ 4,092
A.6	P.C.C. Curb	LF	175	\$ 37	\$ 6,475
A.7	P.C.C. Valley Gutter	LF	200	\$ 37	\$ 7,400
A.8	Manhole Frame & Cover Adjustment	EA	11	\$ 175	\$ 1,925
A.9	Manhole Frame & Cover Adjustment w/ Concrete Collar	EA	4	\$ 400	\$ 1,600
A.10	Utility Casting Adjustment and Repair	EA	17	\$ 75	\$ 1,275
A.11	P.C.C. Curb Repair	LF	30	\$ 9	\$ 270
A.12	Pavement Striping & Symbols	LS	1	\$ 965	\$ 965
Total Base Bid - Part A					\$ 200,000
Part B - Contingent Bid Items					
B.1	Graded Aggregate Base Course, Type B	TON	20	\$ 53	\$ 1,060
B.2	Independent Testing	HR	16	\$ 90	\$ 1,440
Total Contingent Bid - Part B					\$ 2,500
TOTAL PROJECT BID (Base Bid + Contingent Bid)					\$ 202,500

ENGINEERING DEPARTMENT

MIKE HARMER, P.E.
SUSSEX COUNTY ENGINEER

(302) 855-7370 T

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mike.harmer@sussexcountyde.gov



Sussex County

DELAWARE
sussexcountyde.gov

Memorandum

TO: Sussex County Council
The Honorable Douglas B. Hudson, President
The Honorable John L. Rieley, Vice President
The Honorable Jane Gruenebaum
The Honorable Matthew R. Lloyd
The Honorable Steven C. McCarron

FROM: Hans Medlarz, P.E., Project Manager

RE: ***Davis, Bowen & Friedel, Inc.***
Amendment 2 – King’s Highway Advanced Utility Relocation

DATE: February 11, 2025

On May 14, 2024, County Council awarded a five (5) year base contract for miscellaneous engineering services to Davis, Bowen & Friedel, Inc. (DBF), George, Miles & Buhr (GMB), Johnson, Mirmiran & Thompson, Inc. (JMT) and Arcadis U.S., Inc. following a publicly advertised, competitive Request for Proposal process in accordance the County’s professional services procurement requirements.

In January of 2025 the Engineering Department requested an Amendment 1 from DBF under their 2024 base agreement for the connection of the County’s and Artesian’s systems along Log Cabin Hill Road for professional design and permitting services. Once permitted, the project would be installed later this year as part of the General Labor and Equipment Contract under the FY 2026 Budget. On January 28, 2025, Council approved Amendment 1 to DBF’s 2024 Base Agreement in the not to exceed amount of \$111,000.00.

In January of 2025 the Engineering Department requested an Amendment 2 from DBF for the King’s Highway Advanced Utility Relocation Project. The project will route a new 24-inch forcemain (+/- 8,000 feet) from PS-210 on Wescoats Road to the existing force main near the curve along Gills Neck Road (boundary of Governors and Senators subdivisions) as part of the DelDOT’s Advanced Utility Relocation in support of DelDOT’s capital improvement project along King’s Highway.



The road improvement plans developed by DelDOT conflict with the County's forcemains throughout the limits of the project, specifically a 30-inch forcemain that runs north-south through the project limits. Therefore, the unavoidable storm drainage conflicts at several points with the forcemain. The points of conflict could be addressed by the relocation of the forcemain in phases 1 and 3 as identified on the attached exhibit.

Section 143, Title 17, Delaware Code states that relocations caused by DelDOT's repair or expansion of a public highway, when the facilities are owned and/or operated by a **public utility**, must be included and funded through the underlying transportation project. The relocation of the forcemain must occur as one of the first construction phases due to the conflicts between it and the proposed drainage and other improvements associated with the DelDOT project.

In the first phase this would entail rerouting around the future traffic circles at Clay Road and Gills Neck Road under the Village Center project using their contractor. However, a reconnection to the existing County infrastructure on the north side of Gills Neck Road is not desirable. Therefore, the Department recommends the County to fund phase 2 reconnecting at the bend of Gills Neck Road eliminating two crossings. Under phase 3 a new forcemain will be constructed from pump station 210 to the future traffic circle at Clay Road and Kings Highway eliminating the conflicts with the DelDOT project at the south end of the Kings Highway improvements. This phase would be installed as part of the General Labor and Equipment Contract under the FY 2026 Budget.

In summary, two agreements will be developed. The first one with DelDOT for the advance forcemain relocation reimbursement of phases 1 & 3 and one with the developer of the Village Center for actual construction of phases 1 & 2 as part of the development project.

The Engineering Department requests Council's concurrence to assign Amendment 2 to DBF's 2024 Base Agreement in the not to exceed amount of \$144,500.00 and the development of the DelDOT advance relocation agreement as well as a construction agreement with the developer of the Village Center to be presented for approval by County Council.

*Ring W. Lardner, P.E.
W. Zachary Crouch, P.E.
Michael E. Wheelleton, AIA, LEED GA
Jason P. Loar, P.E.
Jamie L. Sechler, P.E.*

January 20, 2025

Revised: January 31, 2025

Sussex County Engineering
Sussex County Administrative Office
2 The Circle
P.O. Box 589
Georgetown, Delaware 19947

Attn: Mr. Hans Medlarz, P.E.

RE: **Engineering Base Contract
Professional Engineering Services – Amendment 2
King’s Highway Advanced Utility Relocation**
Sussex County, Delaware
DBF #P1897B25.094

Dear Mr. Medlarz:

Davis, Bowen & Friedel, Inc., (DBF) is pleased to submit this proposal for providing basic services for the above-referenced project. Basic services include survey, force main design, easement exhibit preparation, and agency approvals and permitting. The project will re-route the force main from PS-210 to reconnect to the existing force main near the curve along Gills Neck Road (boundary of Governors and Senators) which is approximately 8,000 linear feet and part of DeIDOT’s Advanced Utility Relocation in support of DeIDOT capital improvement project along King’s Highway.

A description of our proposed scope of services and associated fees for each portion of the work is as follows.

A. SEGMENT A: NORTHWEST CORNER OF KINGS HIGHWAY / CLAY ROAD INTERSECTION TO NORTH SIDE OF GILLS NECK ROAD

Our office will perform right-of-way verification along Clay Road, King’s Highway (US-9) and Gills Neck Road (we have some of this information from other projects we completed and will coordinate with DeIDOT on ROW / PE acquisitions along the proposed force main route. Our office will also perform a topographic survey on the appropriate side of the road the force main will be located. The survey will include deed research (unless a title search is provided), location of property corners, and road cross sections every 50 feet (as are visible from the surface, including roadway, swales, drainage structures, utilities, manholes, cleanouts, valves, fences, landscaping, mailboxes, signs). We will determine the inverts of all storm drain piping and inverts of valves or other items that might be affected by the force main installation. Utility locations will be surveyed by the field markings from a Miss Utility Design Ticket or shown based upon provided information from a Miss Utility Design Ticket. Our office will hire a subconsultant to assist with vertical

verifications of existing utilities.

Upon completion of the survey, our office will design the force main and will prepare a preliminary plan for initial review and comments from County staff and DelDOT (Utility Permit). Upon concurrence of the County Staff and DelDOT, we will prepare construction documents meeting Sussex County Code, DNREC and DelDOT regulations. The documents will be prepared in a format to obtain approval from the respective agency having jurisdiction. Our office will also assist in obtaining the DelDOT Utility Permit.

This work shall include:

- Preparation of plans, profiles, and details for the proposed force main.
- Preparation of pre-final design documents consisting of construction drawings including a meeting with the County to review prior to sending out for construction permitting.
- Preparation of tie-in details.
- Preparation of submittals to Sussex County, Sussex Conservation District (standard plan), Delaware Department of Natural Resources and Environmental Control (DNREC) for the Notice of Intent, DelDOT for the utility permit, and other agencies as necessary to obtain construction permits. *(Please note the County will be responsible for any fees associated with agency submittals.)*
- Address agency comments and resubmit for obtaining final plan approval.

B. SEGMENT B: GOVERNOR’S WESTERN PROPERTY LINE TO START OF BIKE TRAIL FOLLOWING THE 8-INCH FORCE MAIN ALIGNMENT

Our office will perform right-of-way verification along Gills Neck Road (we have some of this information from other projects we completed) along the proposed force main route. Our office will also perform a topographic survey on the south side of the road. The survey will include deed research (unless a title search is provided), location of property corners, and road cross sections every 50 feet (as are visible from the surface, including roadway, swales, drainage structures, utilities, manholes, cleanouts, valves, fences, landscaping, mailboxes, signs). We will determine the inverts of all storm drain piping and inverts of valves or other items that might be affected by the force main installation. Utility locations will be surveyed by the field markings from a Miss Utility Design Ticket or shown based upon provided information from a Miss Utility Design Ticket. Our office will hire a subconsultant to assist with vertical verifications of existing utilities.

Upon completion of the survey, our office will design the force main and will prepare a preliminary plan for initial review and comments from County staff and DelDOT (Utility Permit). Upon concurrence of the County Staff and DelDOT, we will prepare construction documents meeting Sussex County Code, DNREC and DelDOT regulations. The documents will be prepared in a format to obtain approval from the respective agency having jurisdiction. Our office

will also assist in obtaining the DelDOT Utility Permit.

This work shall include:

- Preparation of plans, profiles, and details for the proposed force main.
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- Preparation of tie-in details.
- Preparation of submittals to Sussex County, Sussex Conservation District (standard plan), Delaware Department of Natural Resources and Environmental Control (DNREC) for the Notice of Intent, DelDOT for the utility permit, and other agencies as necessary to obtain construction permits. *(Please note the County will be responsible for any fees associated with agency submittals.)*
- Address agency comments and resubmit for obtaining final plan approval.

C. SEGMENT C: PUMP STATION 210 TO NORTHWEST CORNER OF KINGS HIGHWAY / CLAY ROAD INTERSECTION

Our office will perform right-of-way verification along Clay Road and King’s Highway (US-9) (we have some of this information from other projects we completed and will coordinate with DelDOT on ROW / PE acquisitions) along the proposed force main route. Our office will also perform a topographic survey on the appropriate side of the road the force main will be located. The survey will include deed research (unless a title search is provided), location of property corners, and road cross sections every 50 feet (as are visible from the surface, including roadway, swales, drainage structures, utilities, manholes, cleanouts, valves, fences, landscaping, mailboxes, signs). We will determine the inverts of all storm drain piping and inverts of valves or other items that might be affected by the force main installation. Utility locations will be surveyed by the field markings from a Miss Utility Design Ticket or shown based upon provided information from a Miss Utility Design Ticket. Our office will hire a subconsultant to assist with vertical verifications of existing utilities.

Upon completion of the survey, our office will design the force main and will prepare a preliminary plan for initial review and comments from County staff and DelDOT (Utility Permit). Upon concurrence of the County Staff and DelDOT, we will prepare construction documents meeting Sussex County Code, DNREC and DelDOT regulations. The documents will be prepared in a format to obtain approval from the respective agency having jurisdiction. Our office will also assist in obtaining the DelDOT Utility Permit.

This work shall include:

- Preparation of plans, profiles, and details for the proposed force main.

- Preparation of pre-final design documents consisting of construction drawings including a meeting with the County to review prior to sending out for construction permitting.
- Preparation of tie-in details.
- Preparation of submittals to Sussex County, Sussex Conservation District (standard plan), Delaware Department of Natural Resources and Environmental Control (DNREC) for the Notice of Intent, DelDOT for the utility permit, and other agencies as necessary to obtain construction permits. *(Please note the County will be responsible for any fees associated with agency submittals.)*
- Address agency comments and resubmit for obtaining final plan approval.

D. EASEMENT ASSISTANCE

Our office will assist with easement exhibits and provide legal descriptions should they be needed for this project.

E. FEES

We propose to complete the basic scope of services as described above for the following fees for a total not to exceed fee of:

A. Segment A:	\$70,000.00
B. Segment B:	\$30,000.00
C. Segment C:	\$40,000.00
D. Easement Preparation (3 at \$1,500 each):	\$4,500.00

The total estimated engineering services is \$144,500.00. For proposal purposes, we estimate three (3) easements will be needed on the project.

F. EXCLUDED SERVICES

Excluded from our above scope of services is work associated with the following services. If required, this work can be performed on a unit price basis or under a separate proposal to the County.

- Phase 1 or 2 Environmental Assessments or Permitting
- Easement Acquisition Services (Appraisal / Solicitation)
- Historic or Cultural Reviews
- DNREC WWCP
- Construction Administration/Inspection Services
- Construction Survey Services
- As-Built Surveys
- Application and Permit Fees

Proposal – Kings Highway Advanced Utility Relocations
Mr. Hans Medlarz, P.E.
January 20, 2025
Revised: January 31, 2025
Page 5

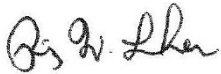
- Financial Administration Services

We propose to complete the basic scope of services as described above on an hourly basis in accordance with our Master 2024 On-Call Engineering Contract.

Should you find this proposal acceptable, please execute below and return one (1) copy to us and retain one (1) copy for your files. Receipt of the signed copy will be considered our authorization to proceed.

On behalf of Davis, Bowen & Friedel, Inc., we are fully committed to providing a product that will meet or exceed your expectations. We look forward to completing this project with you and appreciate the opportunity to be of continued service to Sussex County. Should you have any questions, comments, concerns, or would like to discuss this further please give me a call at your convenience.

Sincerely,
DAVIS, BOWEN & FRIEDEL, INC.



Ring W. Lardner, P.E.
Principal

Enclosures

\\Proposals\Sussex...P1897B25.094--HM Kings Hwy Advanced Utility Relocation-Rev1

ACCEPTED BY:

Signature	Printed Name	Date
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STATE OF DELAWARE
 DEPARTMENT OF TRANSPORTATION
 800 BAY ROAD
 P.O. Box 778
 DOVER, DELAWARE 19903

SHAILEN P. BHATT
 SECRETARY

AGREEMENT

**STATE CONTRACT NO. T200412202
 FEDERAL AID PROJECT NO. NH-K008(6)
 SR1, LITTLE HEAVEN GRADE SEPARATED INTERSECTION**

KENT COUNTY SEWER FORCE MAIN RELOCATION

KENT COUNTY

This **AGREEMENT** made this 1st day of May 2014 by and between the Department of Transportation of the State of Delaware (hereinafter referred to as “**STATE**”) as part of the first part, and the Kent County Levy Court (hereinafter referred to as “**COUNTY**”), as party of the second part.

WITNESSETH:

WHEREAS, the **STATE**, through its State Transportation Improvement Program, has identified the need for safety and capacity improvements to the transportation network on SR1 in the vicinity of Little Heaven in Kent County, and

WHEREAS, plans for the safety and capacity improvements have been developed in accordance with **STATE**’s policies and procedures under State Contract No. T200412202; SR1, Little Heaven Grade Separated Intersection (hereinafter referred to as the “**PROJECT**”), and

WHEREAS, the **PROJECT** improvements extend approximately 2.73 miles along SR1 from south of Skeeter Neck Road (K372) to north of Mulberrie Point Road (K373) as identified in the **PROJECT** plans, and

WHEREAS, the **COUNTY** owns and maintains sewer force mains throughout the limits of the **PROJECT**, specifically a 36” force main that runs north-south through the project limits and a 10” line that runs from the **COUNTY**’s sewer pump station at the corner of SR1 and Mulberrie Point Road, and

WHEREAS, the **PROJECT** results in unavoidable conflicts at several points with the **COUNTY**’S sewer force mains, requiring the relocation of these facilities, and

WHEREAS, the points of conflict could be addressed by the relocation of a portion of the sewer force mains as identified on **Exhibit “A”**, and

WHEREAS, the **STATE** under Section 143, Title 17, Delaware Code shall fund adjustments, alterations, or relocations caused by the **STATE**'s reconstruction, construction, relocation, repair, or maintenance of a public highway when the facilities are owned and/or operated by a public utility of a municipality or of any governmental body or political subdivision of the State, and

WHEREAS, the **STATE** has determined that including the relocation of the sewer force mains as shown in Exhibit A in the construction documents for the **PROJECT** would cost an estimated Six Million Three Hundred Thousand Dollars (\$6,300,000.00), and

WHEREAS, the relocation of the sewer force mains as shown on **Exhibit “A”** would leave a significant portion of the existing 36” force main within the State’s operational Right of Way for SR1 and other roadways along this heavily traveled corridor, resulting in reduced safety and capacity for the traveling public during routine maintenance and emergency repairs to the sewer facilities, and

WHEREAS, the relocation of the sewer force mains must occur as one of the first construction phases due to the conflicts between the existing sewer force mains and the proposed drainage and other improvements associated with the **PROJECT**, and

WHEREAS, including the relocation of the sewer force mains as shown on **Exhibit “A”** in the construction documents for the **PROJECT** would result in approximately six months of delay in beginning the construction of the **PROJECT**'S transportation improvements, and

WHEREAS, the relocation of the sewer force mains as shown on **Exhibit “A”** will require significant maintenance of traffic efforts, resulting in reduced safety and capacity for the traveling public, and

WHEREAS, both the **STATE** and the **COUNTY** are desirous of relocating the sewer force main facilities in a manner to minimize impacts to the traveling public during construction, minimize impacts to the traveling public during routine maintenance and emergency repairs to the sewer facilities, and to expedite the construction of the transportation improvements under the **PROJECT**, and

WHEREAS, the **COUNTY** has identified an alternative relocation plan for the sewer force main facilities as shown on **Exhibit “B”** that will avoid conflicts with the proposed transportation improvements being performed under the **PROJECT**, minimize impacts to the traveling public during construction and minimize impacts to the travelling public during routine maintenance and emergency repairs to the sewer facilities, and

WHEREAS, the **COUNTY** has expressed their willingness to perform the sewer force main relocations as shown on **Exhibit “B”** in advance of the scheduled construction Notice to

Proceed date for the **PROJECT**, thereby reducing the overall construction time for the **PROJECT**, and

WHEREAS, the **COUNTY** has other gravity and force main sewer facilities within the limits of the **PROJECT** that will require relocation or adjustment due to the **PROJECT** and this work will be included in the construction documents for the **PROJECT** per the provisions of a separate LETTER AGREEMENT between the **COUNTY** and **STATE**,

NOW THEREFORE, the **STATE** and the **COUNTY**, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, agree as follows:

1. The **COUNTY** shall prepare plans, specifications, and estimates of the expense for the relocation and/or adjustments of its sewer force main facilities as shown on **Exhibit "B"** (hereinafter known as the **UTILITY RELOCATIONS**) and shall submit the same to the **STATE**, through the **Utilities Engineer**, for the **STATE's** review and approval. These plans shall include purging the existing facilities of all sewer residues, removal of existing air release devices, and abandoning the facilities in-place to the extent possible until the other sewer facility relocations are completed under the **PROJECT** and that the **PROJECT** will then complete any remaining purging, removal of air release devices and abandonment. The **COUNTY** shall not proceed with any work on the **UTILITY RELOCATIONS** except the foregoing unless it shall first obtain prior written approval from the **STATE**.

2. All plans, specifications and estimates of expenses submitted by the **COUNTY** shall be prepared in accordance with, and shall be subject to, the conditions and stipulations set forth in **US DOT, Federal Highway Administration, Federal-Aid Policy Guide (FAPG), 23 CFR, Part 645, Section 645.115 Construction**, and all amendments thereto, in effect as of the date of this **AGREEMENT**. All plans shall show clearly the existing facilities as well as the work contemplated. All estimates of expense for the work shall set forth the items of work to be performed in sufficient detail to provide a reasonable basis for analysis and shall indicate all credits for the value of salvage, betterment and, if applicable, expired service life.

3. The **STATE** has acquired the proposed Right of Ways, Permanent Easements and/or Temporary Construction Easements shown in the **PROJECT** plans along southbound SR1 south of Barratts Chapel Road (K377), along Barratts Chapel Road and along Clapham Road for Project Parcels Nos. 91, 92, 93, 94, 95, 96, 97, 98, 100, 105, 113, 114, 115, 116 and 250. The **COUNTY** shall obtain all other Right of Ways, Permanent Easements and/or Temporary Construction Easements needed for the **UTILITY RELOCATIONS**.

4. After acceptance of the **COUNTY's** plans, specifications, and estimates of expense (PS&E), and upon orders from the **STATE**, the **COUNTY** shall proceed to perform the work covered by such specifications, plans and estimates. Such work shall be performed by the **COUNTY** with its own forces unless the **COUNTY** shall request that it be permitted to let a contract for the performance of said work, in which case such request

shall be submitted to the **STATE** through the **DelDOT Utilities Engineer** for the **STATE's** review and approval. All work to be performed within the **STATE's** Right of Way shall conform to the standards and guidelines of the **STATE**, including but not limited to the **DelDOT Utility Manual** and the **DelDOT Standard Specifications and Standard Construction Details**, including all revisions and amendments thereto.

5. The **COUNTY** shall not proceed with any work on the **PROJECT** except the foregoing unless it shall first obtain prior written approval from the **STATE**. If such work is to be performed by contract, the **COUNTY** shall let the contract in accordance with the provisions of **US DOT, Federal Highway Administration, Federal-Aid Policy Guide (FAPG), 23 CFR, Part 645, Section 645.115 Construction**, and the payments to be made by the **STATE** shall be subject to the conditions and limitations as set forth therein. It is agreed that as determined by FHWA per a Memorandum dated May 15, 1985 from Dowell H. Anders, Acting Chief Counsel to Mr. Rex C. Leathers, Associate Administrator for Engineering and Operations (HEO-1) that Davis-Bacon wage rates are not applicable to utility-let contracts, this memorandum being attached hereto as **Exhibit "D"**. It is also agreed that Delaware State prevailing wage rates are not applicable to the utility-let contract.

6. Protection as specified in **Delaware Manual on Uniform Traffic Control Devices for Street and Highway Construction and Maintenance Operations**, and all amendments thereto, in effect as of the date of this **AGREEMENT**, shall be provided for by the **COUNTY**.

7. The **STATE** and the **COUNTY** agree to the following schedule that is necessary to have the **UTILITY RELOCATIONS** complete and in service, and the existing sewer force main lines purged of all sewer residues and abandoned in-place to the extent possible until the other sewer facility relocations are completed under the **PROJECT** and that the **PROJECT** will then complete any remaining purging, removal of air release devices and abandonment, prior to September 1, 2015 in order to not delay the **PROJECT**:

Failure of the **County** to achieve the schedule milestones may, at the **STATE's** discretion, render this **AGREEMENT** null and void, the **COUNTY** shall be responsible for any and all costs incurred, and the **COUNTY** agrees with the **STATE** undertaking the relocations shown in **Exhibit "A"** as part of the construction contract documents for the **PROJECT**. Failure of the **STATE** to achieve the schedule milestones may, at the **County's** discretion, cause delays by the **County** in meeting subsequent milestones.

RESPONSIBLE PARTY	ACTIVITY	COMPLETION DATE
DelDOT	Send Agreement to Kent County for Signature	March 10, 2014
Kent County	Place Agreement on Agenda for Levy Court Business Meeting on April 08, 2014	March 12, 2014
Kent County	Approve Agreement, sign & return to DelDOT	April 23, 2014
Kent County	Advertise General Labor & Equipment Contract with Little Heaven Relocations included.	April 2014
DelDOT	Sign Agreement & Send Copy to Kent County	May 16, 2014
Kent County	Submit PS&E to DelDOT Utilities	March 31, 2014
DelDOT	Approve PS&E & Kent County to use their Kent County General Labor & Equipment Contract	April 28, 2014
Kent County	Advertise and Award Materials Contract	May 2014
Kent County	Receive Materials	August 2014
Kent County	Execute Kent County General Labor & Equipment Contract	July 2014
Kent County	Issue NTP for Little Heaven Bypass Sewer Relocations	September 2014
Kent County	Begin Construction of 36" Force Main Relocation	October 2014
Kent County	Complete Construction of 36" Force Main	September 1, 2015

8. The **STATE** shall reimburse the **COUNTY** for the costs of the **UTILITY RELOCATIONS** as identified and approved in the above sections in an amount not to exceed the total approved costs or Six Million Three Hundred Thousand Dollars (\$6,300,000.00), whichever is less. This reimbursement shall be made pending completion of the **UTILITY RELOCATIONS** within the schedule mentioned above and submission by the **COUNTY** of all required documentation and providing the **STATE** with 30 calendar days to review and process the complete reimbursement documentation, but at no time shall the reimbursement occur prior to July 15, 2015.

9. The **COUNTY** agrees to carry sufficient insurance for the **PROJECT** and for its protection, that of the **STATE** and the public in such amounts as the **COUNTY** deems necessary. The **COUNTY** shall pay all costs of said insurance.

10. The **COUNTY** shall indemnify and save harmless the **STATE** and its agencies, its officers, agents, employees, assigns, servants and the like from all suits, actions or claims of any character, whatsoever, brought because of any injuries or damage received or

sustained by any persons or property on account of the work of the **COUNTY**, its officers, agents, employees, assigns, independent contractors, or the like, undertaken within the scope of this project and arising as a result of the **COUNTY**'s negligence or willful misconduct.

11. The **Parties** hereto agree that in the event of the **COUNTY**'s noncompliance with the provisions of this contract, the **STATE** may impose such contract sanctions as it may deem appropriate, including but not limited to withholding of payments until the **COUNTY** complies. This section is not to be construed as placing any limitation upon either party to pursue any legal or equitable remedy available to it for a breach of contract.

12. Upon completion of the relocation and/or adjustments, and written acceptance of the **STATE**, the **COUNTY** shall thereafter maintain said installation.

13. All work to be performed under this **AGREEMENT** shall conform with all applicable state and federal laws, rules and regulations, including all the requirements of **Title VI of the Civil Rights Act of 1964** and **Implementing Regulations** issued by the **Department of Transportation**, attached hereto as **Exhibit "C"**. The **COUNTY** agrees that these provisions shall apply to it and/or any subcontractor(s) except as determined by FHWA per a Memorandum dated May 15, 1985 from Dowell H. Anders, Acting Chief Counsel to Mr. Rex C. Leathers, Associate Administrator for Engineering and Operations (HEO Agreement

1) that EEO requirements are not applicable to utility-let contracts attached hereto as **Exhibit "D"**.

14. If the **COUNTY** elects not to perform any portion of the relocation work under this **AGREEMENT** with its own forces but to enter into a contract or agreement with a contractor to perform the relocation work, the **COUNTY** covenants that it will not discriminate on the grounds of race, color, religion, sex, and national origin in the selection or retention of such contractor or similar person, and shall include in the contract or agreement with the contractor or similar person the provision as set forth in **Appendix A, Civil Rights Act of 1964**.

15. Within six (6) months from the last chargeable day of the project, the **COUNTY** shall submit to the **STATE** a final bill in detail and based on work order accounting, for the expense for the relocation work performed. The billing shall conform to the provisions of **US DOT, Federal Highway Administration, Federal-Aid Policy Guide (FAPG), 23 CFR, Part 645, Section 645.115 Construction**. The final invoice should specify "final" and contain a summary of total project costs performed. In the case of betterment to the **COUNTY**'s system, the **STATE** shall submit to the **COUNTY** a single and final bill for the betterment cost thereof. Upon expiration of the aforementioned time period, the project's administrative documents shall be closed out and funds terminated within one

(1) year of the last chargeable day of the project.

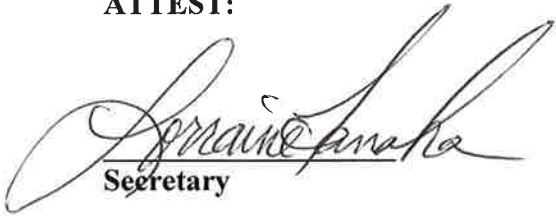
16. The **COUNTY** must retain all books, documents, papers, accounting records and any other material pertaining to cost incurred under this agreement for a minimum of three (3)

years after final payment by the **STATE** and shall make such material available upon request for inspection and audit by the **STATE**.

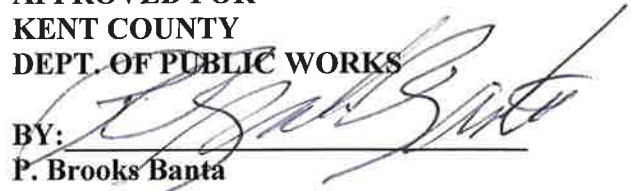
17. The **STATE** may cancel this **AGREEMENT** by written notification to the **COUNTY**, at anytime prior to notification to the **COUNTY** to proceed with its work, in which event the **STATE** shall compensate the **COUNTY** for the expense incurred by it as of the date of notification of cancellation, unless such cancellation is due to the non-compliance of the **COUNTY** of the covenants and provisions of this **AGREEMENT** as described above.

The signature of the undersigned constitutes the **STATE's** consent to and endorsement of the provisions of this letter agreement. An official signature of the representative for Kent County Levy Court when affixed hereinafter shall constitute your agreement to the terms and conditions contained herein.

ATTEST:


Secretary


**APPROVED FOR
KENT COUNTY
DEPT. OF PUBLIC WORKS**


BY: _____
P. Brooks Banta
Levy Court President

ATTEST:


Martha N. Dobson, Director, Technology &
Support Services 5/11/2014

**APPROVED
STATE OF DELAWARE
TRANSPORTATION SOLUTIONS**


BY: _____
Robert B. McCleary, P.E.
Chief Engineer

APPROVED AS TO FORM


Frederick H. Schranck
Deputy Attorney General

Attached: Exhibit "A"
Exhibit "B"
Exhibit "C"
Exhibit "D"

PREPARED BY:
MM CENTURY
ENGINEERING
ALMA BERTHOUD, INC.
DAVID L. COLLARD, P.E.
CHD 7348106

DeIDOT

SR1, LITTLE HEAVEN GRADE SEPARATED INTERSECTION

PROPOSED KENT COUNTY SEWER RELOCATION

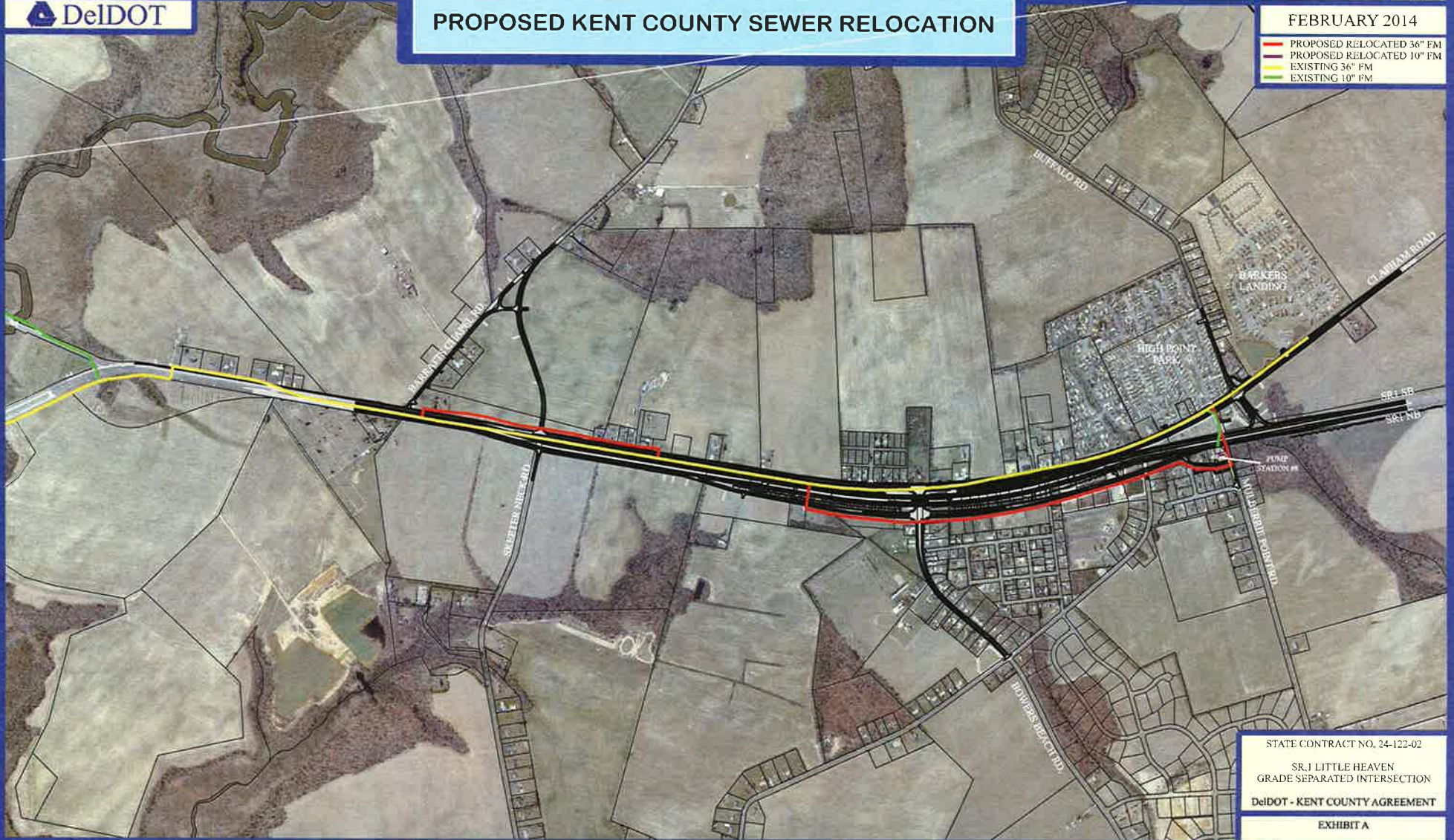
MAPPINGS BASED ON 2007 STATE OF OHIO AERIAL PHOTOGRAPHY. ALL INFORMATION SHOWN IS FOR DISPLAY PURPOSES ONLY.

SCALE
1" = 1000'
(11" X 17")



FEBRUARY 2014

- PROPOSED RELOCATED 36" FM
- PROPOSED RELOCATED 10" FM
- EXISTING 36" FM
- EXISTING 10" FM



STATE CONTRACT NO. 24-122-02

SR 1 LITTLE HEAVEN
GRADE SEPARATED INTERSECTION

DeIDOT - KENT COUNTY AGREEMENT

EXHIBIT A

COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
AND IMPLEMENTING REGULATIONS ISSUED BY
THE DEPARTMENT OF TRANSPORTATION

During the performance of this Agreement, hereinafter sometimes referred to as the “contract”, the contractor, in this contract that being the “Utilities”, for itself, its assignees and successors in interest, (hereinafter referred to as the “contractor”), agrees as follows:

- (1) COMPLIANCE WITH REGULATIONS: The contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, Title 49 of the Code of Federal Regulations (CFR), Part 21 (49CFR, Part 21) as they may be amended from time to time, hereinafter referred to as the Regulations, which are herein incorporated by reference and made a part of this contract.

- (2) NONDISCRIMINATION: The contractor, with regard to the work performed by it during the contract shall not discriminate on the ground of race, color, religion, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- (3) SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, religion, sex, or national origin.
- (4) INFORMATION AND REPORTS: The contractor will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State of Delaware Department of Transportation, or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State of Delaware, Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) SANCTIONS FOR NONCOMPLIANCE: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State of Delaware, Department Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,

- (a) withholding of payments to the contractor under the contract until the contractor complies and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) INCORPORATION OF PROVISIONS: The contractor shall include the provisions of this Exhibit "A" in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor will take such action with respect to any subcontractor or procurement as the State of Delaware, Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor or supplier as a result of such direction, the contractor may request the State of Delaware to enter into such litigation to protect the interests of the State of Delaware, and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States and/or the State of Delaware.

Agreement
 State Contract No. T200412202
 Kent County Sewer Force Main Relocation
 EXHIBIT D, Page 1 of 1



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Construction

- Quality
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- Details
- Safety
- Materials
- Contract Administration

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<ul style="list-style-type: none"> Construction Guide Fact Sheets Links Memos Publications Reviews Technical Advisories Training & Workshops 	<div style="text-align: center;"> <p>U.S. Department of Transportation Federal Highway Administration</p> </div> <div style="text-align: right; margin-top: 10px;"> <p>MEMORANDUM</p> </div> <hr style="border: 0.5px solid black; margin: 10px 0;"/> <p>Subject: Utility and Railwork - Wage Rate and EEO Requirements Date: May 15, 1985</p> <p>From: Dowell H. Anders Refer HRC-08 Acting Chief Counsel To:</p> <p>To: Mr. Rex C. Leathers Associate Administrator for Engineering and Operations (HEO-1)</p> <p>You have requested that we review our January 21, 1983 opinion that held that Davis-Bacon wage rates and EEO requirements are applicable to railroad and utility adjustment contracts paid for with Federal highway funds. We have also received other requests for reconsideration directly from the field.</p> <p>Upon a further review of the matter, we have now determined that Davis-Bacon wage rates and EEO requirements are not applicable to utility-let contracts and railroad-let contracts because the work to be accomplished is for the accommodation of Federal-aid highway projects which benefit the public and not the utilities and railroads. Payment for relocation work performed by the utilities and railroads is in the nature of compensation for the relocation in order to accommodate highway construction and in this sense are not "highway projects" requiring imposition of Davis-Bacon wage rates under 23 U.S.C. 113, nor are they receiving "Federal financial assistance" requiring imposition of EEO provisions. A memorandum of law discussing our reasoning is attached.</p> <p>The January 21, 1983 opinion that holds otherwise is withdrawn. Further, the Labor Compliance Manual (1979) will be amended to reflect this change.</p> <p style="text-align: right; margin-top: 20px;"><i>/s/ original signed by</i> Dowell H. Anders May 15, 1985</p> <p>Updated: 04/07/2011</p>	<p>Contact</p> <p>Julie Trunk Office of Program Administration 202-366-4639 E-mail Julie</p>
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United States Department of Transportation - **Federal Highway Administration**

ENGINEERING DEPARTMENT

MIKE HARMER, P.E.
SUSSEX COUNTY ENGINEER

(302) 855-7370 T

(302) 854-5391 F

mike.harmer@sussexcountyde.gov



Sussex County

DELAWARE
sussexcountyde.gov

Memorandum

TO: Sussex County Council
The Honorable Douglas B. Hudson, President
The Honorable John L. Rieley, Vice President
The Honorable Jane Gruenebaum
The Honorable Matthew R. Lloyd
The Honorable Steve C. McCarron

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

RE: **Wolfe Neck RWF Electrical Service & Switchgear Replacement
A. General Construction, Project S24-10 – Change Order No. 3**

DATE: February 11, 2025

GHD, Inc., held the County's engineering services contract associated with the SCRWF since December 7, 2001. Council reaffirmed GHD as the "Engineer of Record" South Coastal in September of 2016 and again on May 14, 2019, at which time Council also included professional services associated with the City of Rehoboth Beach's Wastewater Treatment Plant.

In July of 2016, County Council authorized agreement negotiations with other wastewater service providers for the utilization of existing unallocated wastewater treatment capacity. On September 20, 2016, Council approved the initial agreement with the Lewes Board of Public Works (LBPW) for wastewater treatment and disposal. It allowed for the transmission of a year-round base flow rate of up to 75,000 gallons per day into the BPW's system with a seasonal ramp up of up to 300,000 gallons per day during the fall/winter season.

As per the LBPW's request, the County utilized George, Miles & Buhr, Inc., the Board's Engineer of Record for the design of the proposed improvements. Following the design completion and permitting Council approved on August 29, 2017, LBPW's assistance request under the FY18 General Labor & Equipment Contract for a joint project.

In March of 2018, the LBPW requested an amendment to the Agreement allowing LBPW's service area tie-in(s) to the County's system and on March 20, 2018, Council approved Amendment No. 1 allowing wastewater to be transmitted and treated in the most cost-effective manner with the billing to be accomplished on a net zero metering basis.



On September 26, 2018, the County presented a request to increase the flow contributions at a Board meeting. Subsequently, the Board instructed their Counsel to draw up Amendment No. 2, which was accepted by County Council on January 8, 2018.

In 2021 both parties independently started planning for capital treatment plant improvements and expansions using GHD, Inc., the consultant already representing both entities. In addition, County Council committed substantial ARPA funding to the upgrade of wastewater treatment facilities in general and the Wolfe Neck RWF in particular. In this context, the County Engineer was authorized to initiate discussion with the Board.

The possible cooperation presented an opportunity to significantly reduce the LBPW's future long-term capital costs concerning sustainability of the wastewater treatment plant, especially compared to other potential options. Therefore, the Board held a series of workshops for public discussion and input and on March 31, 2022, decided to evaluate the following three (3) options with variations:

1. Maintain wastewater treatment facility in its current flood plain location at its current capacity while "hardening" the perimeter to deal with climate change.
2. Relocate wastewater treatment facility outside of the flood plain, increase capacity to meet ultimate demand and investigate (2a) land treatment disposal, (2b) continued Canal discharge and (2c) ocean outfall.
3. Relocate wastewater treatment facility to Wolfe Neck in a partnership with County using the same capacity assumptions while investigating (3a) continued piped Canal discharge versus (3b) biological polishing.

The 2016 Agreement established a "handshake" point splitting capital responsibility between the parties. Under options 1 & 2, all activities would occur on the Board's side of the handshake point and the County would participate on the agreed upon prorated percentage. Under option 3, most of the transmission and all the treatment plant capital upgrades would occur on the County side of said point.

On May 24, 2022, Council approved to fund 50% of the long-range study in the amount of \$124,250.00 utilizing allocated ARPA. The results of the study were presented to County Council on December 6, 2022. Since then, the LBPW held workshops on February 10th, March 22nd, April 12th, May 17th and June 14th to continue the open decision-making process.

In late June of 2023 Sussex County was informed by DNREC officials of significant findings during a Phase 1 archeological study at the Wolfe Neck RWF. These findings triggered a Phase 2 archeological study, encompassing the entire spray lease area. The impact has created uncertainty for biological polishing under option 3b as well as the proposed facility conversion from center pivot irrigation to a fixed-head irrigation in managed forests.

During the LBPW workshop on August 9th the concept of an ocean outfall from the Wolfe Neck RWF emerged as study Option 3c. Under this scenario the County would construct a new 5.25 mgd treatment facility relying mainly on the outfall and only spray irrigate at agronomically required rates using the exiting irrigation systems. With LBPW's waste load allocation in the Lewes-Rehoboth Canal no longer an asset, Option 3c would be a flow-based partnership requiring a new agreement detailing future operation and maintenance.

Any Wolfe Neck treatment expansion can only occur in the location of the primary treatment lagoon requiring even more urgent removal of the accumulated biosolids. As a precursor of the removal, all incoming flows must be transferred to treatment lagoons 2 & 3. For the support of the biosolids removal and dewatering equipment a new electrical service and power distribution center must be designed and constructed to accommodate both the immediate power needs as well as the future plant expansion.

On August 15, 2023, Council approved GHD's Amendment 22 – Advanced Electrical Design in the not to exceed amount of \$427,138.72 and Amendment 23 for the expansion of the long-range study to include Option 3c in the not to exceed amount of \$95,000.00, utilizing allocated ARPA funding.

Subsequently GHD developed construction documents for the associated electrical and general construction at the Wolfe Neck Facility with the option to bid on one or both segments of the work and Invitations to Bid were advertised in the local newspaper, as well as available to view on the County website. In addition, the information was directly forwarded to several contractors. Five (5) contractors attended the pre-bid meeting on March 26, 2024, and on April 18, 2024, two (2) bids were received for the Electrical Construction and one (1) bid was received for the General Construction.

BW Electric, Inc.'s low bid for the Electrical Construction was within budget. However, the bid for General Construction came in well above budget. At the time of bid the County had three (3) open general construction projects with different companies. All three, Bancroft, Whayland and Ronca are capable of performing the scope but chose not to bid. Therefore, the Engineering Department recommended, and Council concurred to approach each company requesting competitive proposals for a potential change order under their respective open contract.

On April 30, 2024, Council approved award of the Electrical Construction to BW Electric, Inc. in the low bid amount of \$5,000,000.00, rejecting the sole General Construction bid and soliciting three proposals under an alternate delivery method.

The Whayland Company, Bancroft Construction, and M.F. Ronca were sent a request for proposals. BW Electric was later invited to bid since they were awarded the electrical portion of the project. Out of the four (4) proposals received on June 7, 2024, the lowest responsible offer was made by Bancroft Construction at \$1,376,000.00 and on June 11, 2024, Council approved issuance of Change Order No. 1 under Bancroft Construction's James Farm contract in the full amount of \$1,376,000.00 but with separate accounting and schedule of values.

The Engineering Department requested GHD to submit an amendment for construction phase engineering services for both contracts at the Wolfe Neck Facility. GHD subsequently submitted Amendment 25 in the not to exceed amount of \$736,342.23, which Council approved on June 11, 2024.

The initial design approach for the lagoon solar project anticipated a "behind the meter" component connected to the new main power distribution panel. However, in the final design both projects connect directly to the utility transformer. The lagoon solar alignment routing

was initially laid out outside of the County's project envelope on State owned lands. The archeological findings necessitated the consolidation of all construction activities on previously disturbed areas under County ownership. Therefore, GHD, prepared modified drawings incorporating an advanced construction duct bank between the building and the generator for us by Noria-Chaberton JV LLC under the lagoon solar project while at the same time removing the solar connection to the main power distribution panel. BW Electric, Inc. priced out the work in the aggregate amount of \$87,423.45. On August 13, 2024, Council approved BW Electric, Inc.'s Change Order No. 1 for the same amount.

The electrical project also included a new Process Control System Cabinet, which will initially communicate with existing SCADA and ultimately be incorporated into the new site-wide SCADA system for the expanded facility. This Cabinet was to include a County-furnished Industrial PC (IPC) to match recent projects and direction given by Environmental Services. However, Environmental Services has recently decided to phase out IPCs and instead use Operator Interface Terminals. BW Electric, Inc. priced out the work in the amount of \$6,102.82 which was approved under Change Order No. 2 by Council on November 19, 2024.

The exact dimensions of the solar duct bank penetrations in the building foundation issued under Change Order No.1 to BW Electric were still being finalized in the submittal process when Bancroft started on the building footers and foundation walls. GHD informed Bancroft of the delay on December 20th and the issue was resolved one month later on January 20th. GHD and the Engineering Department can support a 3-week delay encompassing twelve work days and an allowance for remobilization after subtracting weather related delays not eligible for compensation.

Therefore, the Engineering Department recommends issuance of Change Order No. 3 for coordination related delays to Bancroft Construction in the amount of \$19,717.76.



**SUSSEX COUNTY
CHANGE ORDER REQUEST**

A. ADMINISTRATIVE:

1. Project Name: **PROPOSED CAMPUS AT JAMES FARM ECOLOGICAL PRESERVE**
2. Sussex County Project No. S24-10
3. Change Order No. 3
4. Date Change Order Initiated - 2/6/25
5. Status **C23-21** **S24-10 (GC)**
 - a. Original Contract Sum \$ 2,090,500.00 \$ 0
 - b. Net Change by Previous Change Orders \$ 0 \$ 0
 - c. Contract Sum Prior to Change Order \$ 2,090,500.00 \$1,376,000.00
 - d. Requested Change \$ (\$2,249.28) \$ 19,717.76
 - e. Net Change (No. of days) N/A 13
 - f. New Contract Amount **\$ 2,088,250.72** **\$1,395,717.76**
6. Contact Person: Mike Harmer, P.E.
Telephone No. (302) 855-7718

B. REASON FOR CHANGE ORDER (CHECK ONE)

- | | |
|----------|---|
| — | 1. Differing Site Conditions |
| — | 2. Errors and Omissions in Construction Drawings and Specifications |
| — | 3. Changes Instituted by Regulatory Requirements |
| <u>X</u> | 4. Design Change |
| — | 5. Overrun/Underrun in Quantity |
| — | 6. Factors Affecting Time of Completion |
| <u>X</u> | 7. Other (explain below): |

C. BRIEF DESCRIPTION OF CHANGE ORDER:

Change Order 3 covers design delay costs on the duct bank building penetrations and allows for a 13 day extension for weather related delays.

D. JUSTIFICATION FOR CHANGE ORDER INCLUDED?

Yes X No

E. APPROVALS

1. Bancroft Construction, Contractor

Signature Date

Representative's Name in Block Letters

2. Sussex County Engineer

Signature Date

3. Sussex County Council President

Signature Date



Bancroft Construction
2324 W Zion Rd, Suite 108
Salisbury, Maryland 21801
Phone: (410) 844-8080

Project: CSED0003 - WNRWF Electrical Upgrades
36160 Wolfe Neck Road
Rehoboth Beach, Delaware 19971

DRAFT

Prime Contract Potential Change Order #002R1: Delay Costs - Revised 1.30.25

Table with 4 columns: Field Name, Value, Field Name, Value. Includes fields like TO, FROM, PCO NUMBER/REVISION, CONTRACT, REQUEST RECEIVED FROM, CREATED BY, STATUS, CREATED DATE, REFERENCE, PRIME CONTRACT CHANGE ORDER, FIELD CHANGE, LOCATION, ACCOUNTING METHOD, SCHEDULE IMPACT, PAID IN FULL, and TOTAL AMOUNT.

POTENTIAL CHANGE ORDER TITLE: Delay Costs - Revised 1.30.25

CHANGE REASON: No Change Reason

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

CE #006 - Design Delay on Duct Bank Building Penetrations
Design Delay Costs

CE #007 - Weather Delay

Time delay due to weather being too cold to continue with concrete work. Days since January 6, 2025 have been well below average temperatures and we received an unusual amount of snow for the region.

We request thirteen (13) day extension of time on contract for "Period of Performance". This will make the new completion date for the contract May 9, 2025.

ATTACHMENTS:

Delay Work Sheet Revised.pdf Wolfe Neck CO3 Wall Panel Overage (Not Final).pdf

Table with 5 columns: #, Budget Code, Description, Type, Amount. Lists 11 items including Form Rentals, Telephone Bill, Toilets, Computer Rental, Field Office, On-Site Communication, Project Coordinator, Superintendent, Project Manager, Project Executive, and Trailer Utility Usage.



#	Budget Code	Description	Type	Amount
12	01-527.07 Paper & Office Supplies.Other		Other	\$240.00
13	1-515.02 Project Manager.Regular Labor	Weather Delay - Time Only	Regular Labor	\$0.00
			Subtotal:	\$17,932.88
			OHP (5.00% Applies to Regular Labor, Overtime, Regular Labor, LM - Regular Labor, LM - Regular Labor, LM - Overtime, Overtime, and Labor Fringe.):	\$660.01
			Insurance (1.00% Applies to all line item types.):	\$185.93
			PFO (5.00% Applies to all line item types.):	\$938.94
			Grand Total:	\$19,717.76

Sussex County Delaware
 2 The Circle P.O. Box 589
 Georgetown Delaware 19947

Bancroft Construction Company
 1300 N. Grant Avenue Suite 101
 Wilmington Delaware 19806

 SIGNATURE DATE

 SIGNATURE DATE

John H Sauter ii 01/30/25
 SIGNATURE DATE



Bancroft Construction
 2324 W Zion Rd, Suite 108
 Salisbury, Maryland 21801
 P: (410) 844-8080

Project: CSED0003 - WNRWF Electrical Upgrades
 36160 Wolfe Neck Road
 Rehoboth Beach, Delaware 19971

CHANGE EVENT #006 - Design Delay on Duct Bank Building Penetrations

Origin:

Date Created: 1/20/2025 **Created By:** John Sauter
Status: Open **Scope:** TBD
Type: Other **Change Reason:** Unforeseen/Differing Condition
Description: Design Delay Costs
Attachments: [Delay Work Sheet Revised.pdf](#), [Wolfe Neck CO3 Wall Panel Overage \(Not Final\).pdf](#)

CHANGE EVENT LINE ITEMS

Budget Code	Vendor / Contract	UOM	Revenue					Cost					Over/Under	Budget Mod.		
			QTY	Unit Cost	ROM	Prime	PCO	Latest Price	QTY	Unit Cost	ROM	RFQ			Commit.	Latest Cost
03-300.06 Cast-in-Place Concrete.Subcontract	Harkins Concrete Const Inc CSED0003-009	days	12.0	\$0.00	\$2,183.18			\$2,183.18	12.0	\$181.93	\$2,183.16			\$2,183.16	\$0.02	

Description:
Form Rentals

Budget Code	Vendor / Contract	UOM	Revenue					Cost					Over/Under	Budget Mod.		
			QTY	Unit Cost	ROM	Prime	PCO	Latest Price	QTY	Unit Cost	ROM	RFQ			Commit.	Latest Cost
01-513.07 Telephone Bill.Other	Bancroft Construction Company	ls	1.0	\$192.00	\$192.00			\$192.00	1.0	\$192.00	\$192.00			\$192.00	\$0.00	
01-515.07 Temporary Toilets.Other	Bancroft Construction Company	ls	1.0	\$144.00	\$144.00			\$144.00	1.0	\$144.00	\$144.00			\$144.00	\$0.00	
01-518.07 Computer Rental.Other	Bancroft Construction Company	ls	1.0	\$192.00	\$192.00			\$192.00	1.0	\$192.00	\$192.00			\$192.00	\$0.00	
01-521.07 Field Office.Other	Bancroft Construction Company	ls	1.0	\$856.80	\$856.80			\$856.80	1.0	\$856.80	\$856.80			\$856.80	\$0.00	
01-526.07 On-Site Communication.Other	Bancroft Construction Company	ls	1.0	\$96.00	\$96.00			\$96.00	1.0	\$96.00	\$96.00			\$96.00	\$0.00	
1-422.02 Project Coordinator.Regular Labor	Bancroft Construction Company	ls	1.0	\$768.84	\$768.84			\$768.84	1.0	\$768.84	\$768.84			\$768.84	\$0.00	
1-512.02 Superintendent.Regular Labor	Bancroft Construction Company	ls	1.0	\$8,740.80	\$8,740.80			\$8,740.80	1.0	\$8,740.80	\$8,740.80			\$8,740.80	\$0.00	
1-515.02 Project Manager.Regular Labor	Bancroft Construction Company	ls	1.0	\$3,157.50	\$3,157.50			\$3,157.50	1.0	\$3,157.50	\$3,157.50			\$3,157.50	\$0.00	
1-510.02 Project Executive.Regular Labor	Bancroft Construction Company	ls	1.0	\$533.08	\$533.08			\$533.08	1.0	\$533.08	\$533.08			\$533.08	\$0.00	
01-512.07 Trailer Utility Usage.Other	Bancroft Construction Company	ls	1.0	\$828.68	\$828.68			\$828.68	1.0	\$828.68	\$828.68			\$828.68	\$0.00	
01-527.07 Paper & Office Supplies.Other	Bancroft Construction Company	ls	1.0	\$240.00	\$240.00			\$240.00	1.0	\$240.00	\$240.00			\$240.00	\$0.00	
Grand Totals					\$17,932.88		\$0.00	\$17,932.88			\$17,932.86	\$0.00	\$0.00	\$17,932.86	\$0.02	\$0.00

Cost Code	Title	Hours	Rate	Total	Delay Time
1-510	Project Executive	4	\$ 133.27	\$533.08	12 Days
1-515	Project Manager	30	\$105.25	\$3,157.50	12 Days
1-512	Superintendent	96	\$91.05	\$8,740.80	12 Days
1-422	Project Coordinator	12	\$64.07	\$768.84	12 Days
	Total Cost			\$13,200.22	

	General Condition Costs	Days	Rate	Total	
01-521.07	Office Trailer	12 Days	\$71.40/day	\$ 856.80	
01-515.07	Temporary Toilets	12 Days	\$12/day	\$ 144.00	
01-526.07	Internet (Onsite Communication)	12 Days	\$8/day	\$ 96.00	
01-518.07	Computer Rental	12 Days	\$16/day	\$ 192.00	2 Computers
01-513.07	Phones	12 Days	\$16/day	\$ 192.00	2 Phones
01-527.07	Office Equipment	12 Days	\$20/day	\$ 240.00	
01-512.07	Power to Office Trailer	12 Days	\$68.06/day	\$ 828.68	
	Total Cost			\$ 2,549.48	

	Form Panel Rental Costs	Days	Rate	Total	
	Panel Rental	12 Days	\$ 181.93	\$ 2,183.18	

Harkins Concrete Construction, Inc.

Wolfe Neck RWF

Change Order 3 - Wall Panel Rental due to Delays

1/10/2025

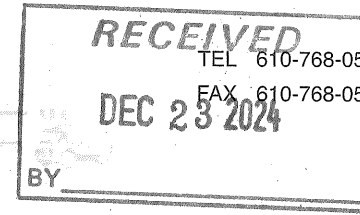
DESCRIPTION	PRICE
Wall panel rental runover due to not being able to pour/strip from waiting on electrical openings	
Rental Rolled over after 31st of December	
Labor	
Labor @ \$50 HR (0 hours)	\$0.00
Material	
Rentals @ \$151.61/Day for January 1st through 12th	\$1,819.32
Equipment	
MU 20% on Material and Equipment	\$363.86
Change Order Total	\$2,183.18

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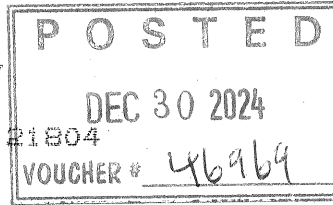


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8870 GREENWOOD PLACE ■ SAVAGE, MD 20763 ■ 240-786-4450 ■ FAX: 301-498-2884

Wolfe Neck



SOLD TO
HARKINS CONCRETE CONSTR
SUITE 400
31400 WINTERPLACE PARKWAY
T O SALISBURY MD 21804

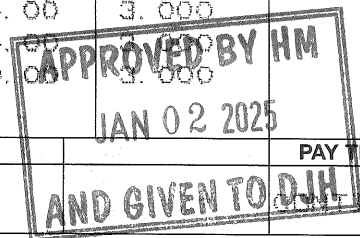


SHIP TO
WOLFE NECK WASTEWATER FACILITY
36160 WOLFE NECK RD
REHOBOTH BEACH DE 19971

RENTAL# D11968

H312.70

INVOICE DATE	INVOICE NO.	ORDERED DATE	CUSTOMER P.O. NO.	DELIVERY DATE	DELIVERY NO.	SHIPPED VIA	FREIGHT	CUST. NO.	JOB	SALES
12/09/24	812141	11/25/24	1916	12/04/24	789371			45250	56	7229
ITEM NUMBER	QUANTITY ORDERED	QUANTITY SHIPPED	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED LIST	PERCENT	NET AMOUNT		
				MEVALITE RENTAL PERIOD: 12/04 - 12/31/24 RENTAL RATE: 3%						
72ADA	38	38	PC	9' X 36" PANELS ALUM MEVA-LITE	1719.000	65,322.00	3.000	1,959.66		
72ADC	8	8	PC	9' X 24" PANELS ALUM MEVA-LITE	1285.000	10,280.00	3.000	308.40		
72ADE	2	2	PC	9' X 18" FILLER ALUM MEVA-LITE	1227.000	2,454.00	3.000	73.62		
72ADM	12	12	PC	9' X 2" FILLER ALUM MEVA-LITE	387.000	4,644.00	3.000	139.32		
72ADR	2	2	PC	9' INSIDE CORNER ELASTIC M/L	1395.000	2,790.00	3.000	83.70		
72ADT	2	2	PC	9' OUTSIDE CORNER M/L	324.000	648.00	3.000	19.44		
72ADY	4	4	PC	9'X30" MULTI PURPOSE PANEL M/L	1876.000	7,504.00	3.000	225.12		
72APA042	90	90	PC	THREADBAR 5/8" 42" LONG	8.400	756.00	3.000	22.68		
72ANA	200	200	PC	ASSEMBLY LOCK FIXED CLAMP M/L	37.400	7,480.00	3.000	224.40		
72ANB	40	40	PC	ASSEMBLY LOCK ADJUST CLAMP M/L	86.600	3,464.00	3.000	103.92		
72AND	180	180	PC	ARTICULATED FLANGE NUT 5/8 M/L	25.000	4,500.00	3.000	135.00		
72ANE	40	40	PC	FLANGE NUT 5/8" M/L	11.000	440.00	3.000	13.20		
72ANF	110	110	PC	FLANGE SCREW M/L	24.000	2,640.00	3.000	79.20		
72ANG	14	14	PC	STEEL RAIL 36" M/L	186.000	2,604.00	3.000	78.12		
72ANGA	12	12	PC	STEEL RAIL 48" M/L	262.000	3,144.00	3.000	94.32		
72ANK	15	15	PC	SCAFFOLD BRACKET WITH PIN M/L	210.000	3,150.00	3.000	94.50		
PAYMENT TERMS	SERVICE CHARGE	TOTAL LIST			SUB TOTAL	STATE SALES TAX	PAY THIS AMOUNT			
NET 30 DAYS	A SERVICE CHARGE OF 1 1/2% PER MONTH WILL BE APPLIED TO ALL ACCOUNTS 30 DAYS PAST DUE.									



SEE REVERSE SIDE FOR GENERAL TERMS AND CONDITIONS

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 8870 GREENWOOD PLACE ■ SAVAGE, MD 20763 ■ 240-786-4450 ■ FAX: 301-498-2884



S HARKINS CONCRETE CONSTR
 O SUITE 400
 L 31400 WINTERPLACE PARKWAY
 D
 T SALISBURY MD 21804

S WOLFE NECK WASTEWATER FACILITY
 H 36160 WOLFE NECK RD
 I
 P
 T
 O REHOBOTH BEACH DE 19971

RENTAL# D11968

INVOICE DATE	INVOICE NO.	ORDERED DATE	CUSTOMER P.O. NO.	DELIVERY DATE	DELIVERY NO.	SHIPPED VIA	FREIGHT	CUST. NO.	JOB	SALES
12/09/24	812141	11/25/24	1916	12/04/24	789371			45250	56	7229
ITEM NUMBER	QUANTITY ORDERED	QUANTITY SHIPPED	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED LIST	PERCENT	NET AMOUNT		
72ANJ	15	15	PC	GUARD RAIL POST GALV M/L	82.000	1,230.00	3.000	36.90		
72ANKA	14	14	PC	PUSH PULL PROP R250 75"-126M/L	270.000	3,780.00	3.000	113.40		
72ANL	14	14	PC	FORMWORK PROP CONNECTOR M/L	25.000	350.00	3.000	10.50		
72ANM	14	14	PC	ARTICULATED FOOT PLATE M/L	35.000	490.00	3.000	14.70		
72ANN	18	18	PC	SHOE PLATE HOLD DOWN BRACK M/L	67.000	1,206.00	3.000	36.18		
72ANP	3	3	PC	CRANE HOOK M/L	253.000	759.00	3.000	22.77		
72ANV	8	8	PC	BULKHEAD BRACKET 60/23 YEL M/L	536.000	4,288.00	3.000	128.64		
72ANW	30	30	PC	COLUMN CLAMP M/L	183.000	5,490.00	3.000	164.70		
72ARA	3	3	PC	STORAGE BOX	696.000	2,088.00	3.000	62.64		
PAYMENT TERMS		SERVICE CHARGE	TOTAL LIST	SUB TOTAL		STATE SALES TAX		PAY THIS AMOUNT		
NET 30 DAYS		A SERVICE CHARGE OF 1½% PER MONTH WILL BE APPLIED TO ALL ACCOUNTS 30 DAYS PAST DUE.	141,501.00	137,255.97		4,245.03		4,245.03		

APPROVED BY HM
 JAN 02 2025
 AND GIVEN TO DJM

ORIGINAL

533 75

SEE REVERSE SIDE FOR GENERAL TERMS AND CONDITIONS



Bancroft Construction
 2324 W Zion Rd, Suite 108
 Salisbury, Maryland 21801
 P: (410) 844-8080

Project: CSED0003 - WNRWF Electrical Upgrades
 36160 Wolfe Neck Road
 Rehoboth Beach, Delaware 19971

CHANGE EVENT #007 - Weather Delay

Origin:

Date Created: 1/24/2025 **Created By:** John Sauter
Status: Open **Scope:** TBD
Type: Other **Change Reason:** Other
Description: Time delay due to weather being too cold to continue with concrete work. Days since January 6, 2025 have been well below average temperatures and we received an unusual amount of snow for the region.

We request thirteen (13) day extension of time on contract for "Period of Performance". This will make the new completion date for the contract May 9, 2025.

Attachments:

CHANGE EVENT LINE ITEMS

Budget Code	Vendor / Contract	UOM	Revenue					Cost					Over/Under	Budget Mod.	
			QTY	Unit Cost	ROM	Prime	PCO	Latest Price	QTY	Unit Cost	ROM	RFQ			Commit.
1-515.02 Project Manager.Regular Labor	Bancroft Construction Company			\$	\$0.00	\$0.00	\$0.00		\$	\$0.00			\$0.00	\$0.00	
Description: Weather Delay - Time Only															
1-515.02 Project Manager.Regular Labor				\$0.00	\$0.00	\$0.00							\$0.00	\$0.00	
01-143.07 Excess General Liability Ins..Other				\$0.00	\$0.00	\$0.00							\$0.00	\$0.00	
90-999.10 Fee.Fee & Field Cost				\$0.00	\$0.00	\$0.00							\$0.00	\$0.00	
Grand Totals				\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

From: notifications=d3forms.com@mg.d3forms.com on behalf of Sussex County DE
 <notifications@d3forms.com>
Sent: Wednesday, January 29, 2025 10:02 AM
To: Casey Hall
Subject: Form submission from: Council Grant Form

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Council Grant Form

Legal Name of Agency/Organization Greater Lewes Foundation. /
~~Lewes-Rehoboth Beach Rotary Club~~

Project Name OTIS Smith Park Pavilion Revitalization Project

Federal Tax ID 51-0400365 ✓

Non-Profit Yes

Does your organization or its parent organization have a religious affiliation? (If yes, fill out Section 3B.) No

Organization's Mission Our mission
 We provide service to others, promote integrity, and advance world understanding, goodwill, and peace through our fellowship of business, professional, and community leaders.

Vision statement
 Together, we see a world where people unite and take action to create lasting change — across the globe, in our communities, and in ourselves.

Address P.O. Box 91

City Lewes
State DE
Zip Code 19958
Contact Person Katie Millard
Contact Title President
Contact Phone Number 12012302745
Contact Email Address Lewesrehobothrotary@gmail.com

Total Funding Request

10000

Has your organization received other grant funds from Sussex County Government in the last year?

No

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

N/A

Are you seeking other sources of funding other than Sussex County Council?

Yes

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

28

Program Category (choose all that apply) Health and Human Services
Other

Program Category Other Community Support

Primary Beneficiary Category Other

Beneficiary Category Other Delaware Community

Approximately the total number of Sussex County Beneficiaries served, or expected to be served, annually by this program 10000

Scope The pavilion at OTIS SMITH Park needs a major over hall to support the park and local residence and visitors in our area. In 2025 the Lewes-Rehoboth Beach Rotary Club^{*} is taking on a huge effort to revitalize the pavilion located at Otis Smith Park in Lewes. This effort will include replacing the roof, fixing electrical power to the structure, reconditioning cedar siding on the support legs and minor repairs to the grill. Every year thousands of people enjoy the pavilion as an oasis to relax and a location for nonprofits to host events. Only with the help of grants, local businesses and individuals can we be successful.

Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request) 4,000.00

Description	REPLACE THE ROOF
Amount	29,000.00
Description	ELECTRICAL REPAIRS
Amount	1,800.00
Description	Reconditioning Existing Structure
Amount	800.00
Description	Grill Repairs
Amount	2,000.00
Description	Plaque to identify Sponsors
Amount	1,400.00
TOTAL EXPENDITURES	35,000.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	-31,000.00
Name of Organization	Lewes-Rehoboth Beach Rotary Club
Applicant/Authorized Official	Katie Millard
Date	01/29/2025
Affidavit Acknowledgement	Yes

If you feel this is not a valid submission please log into D3Forms to update this submissions status.
Please feel free to email clientservices@d3corp.com with any questions.

From: notifications=d3forms.com@mg.d3forms.com on behalf of Sussex County DE
 <notifications@d3forms.com>
Sent: Tuesday, January 28, 2025 2:36 PM
To: Casey Hall
Subject: Form submission from: Council Grant Form

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Council Grant Form

Legal Name of Agency/Organization

Race4Warriors ~~501c3~~ Inc.

Project Name

Race4Warriors / Celebration4Warriors

Federal Tax ID

83-0579793 ✓

Non-Profit

Yes

Does your organization or its parent organization have a religious affiliation? (If yes, fill out Section 3B.)

No

Organization's Mission

The orchestration of an annual Race4Warriors event to honor veterans who have served in the Middle East. To provide support to our Wounded Warriors and Homeless Veterans in Delaware, while educating our communities and strengthening their bonds with our veterans. Connect education with community involvement to enhance our support of veterans who have served in the Middle East.

Address

26183 Tusday Drive

City

MILLSBORO

State DE
Zip Code 19966
Contact Person Dr. Michael R. Bellerose
Contact Title CEO
Contact Phone Number 6033918685
Contact Email Address Bellerose@Race4Warriors.org

Total Funding Request

2,000

Has your organization received other grant funds from Sussex County Government in the last year?

Yes

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

2000

Are you seeking other sources of funding other than Sussex County Council?

Yes

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

7

Program Category
(choose all that
apply)

Educational
Other

Program Category
Other

Veteran Support

Primary Beneficiary
Category

Low to Moderate Income

Beneficiary Category
Other

VETERANS

Approximately the
total number of
Sussex County
Beneficiaries served,
or expected to be
served, annually by
this program

5000

Scope

The funds will be used to support Sussex County EMS during the event.

Over 2.7 million service members have been deployed to the war zones of Iraq and Afghanistan since 2001. These numbers do not include our service members deployed during the Persian Gulf War, or as early as August 1982 when the Marines were deployed as part of a temporary multinational force in Lebanon. "According to the United States Department of Housing and Urban Development, the number of homeless veterans in the U.S. "was more than the combined seating capacity of the football stadiums for the Army, Navy, Air Force, Marine Corps, and Coast Guard—which together seat 123,192 people." This is a powerful image that relays the need to care about veteran homelessness" (InvisiblePeople.TV). More than 52,000 service members have been physically wounded in the current conflicts. It is estimated that as many as 400,000 service members live with the invisible wounds of war, including combat stress, traumatic brain injury (TBI),depression, and post-traumatic stress disorder (PTSD).

Religious Components N/A

Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request) 11,000.00

Description Sussex County EMS

Amount 2,000.00

Description Race Operational Cost

Amount 15,330.00

Description CELEBRATION4WARRIORS (Free Benefit Concert)

Amount 9,300.00

Description Operational Costs *

Amount 1,500.00

Description Employee Payroll

Amount 0.00

Amount 0.00

Amount 0.00

Amount 0.00

TOTAL EXPENDITURES 28,130.00

**TOTAL DEFICIT FOR
PROJECT OR
ORGANIZATION** -17,130.00

Name of Organization Race4Warriors

**Applicant/Authorized
Official** Michael Bellerose

Date 01/28/2025

**Affidavit
Acknowledgement** Yes

If you feel this is not a valid submission please log into D3Forms to update this submissions status.
Please feel free to email clientservices@d3corp.com with any questions.

Casey Hall

Greenebaum
~~Greenebaum~~

From: notifications=d3forms.com@mg.d3forms.com on behalf of Sussex County DE
<notifications@d3forms.com>
Sent: Tuesday, January 14, 2025 4:39 PM
To: Casey Hall
Subject: Form submission from: Council Grant Form

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Council Grant Form

Legal Name of Agency/Organization

Law Enforcement United Inc. ✓

Project Name

Road to Hope Bicycle Ride 2025

Federal Tax ID

27-0743821 ✓

Non-Profit

Yes

Does your organization or its parent organization have a religious affiliation? (If yes, fill out Section 3B.)

No

Organization's Mission

Law Enforcement United's (LEU) primary message is about the fallen in law enforcement and their family members, survivors across all police communities and includes awareness for legacy fallen in the history of law enforcement.

"Honor the service and sacrifice of all law enforcement officers who died in the line of duty and remember the survivors left behind."

The bicycle tours are annual rides where monies are raised and are directly awarded to Concerns of Police Survivors, Office Down Memorial Page, (K9 fallen Awareness) Spirit of Blue Foundation & Project Active Armor. LEU is an all

volunteer operation founded in 2009 and seeks to ensure these police charities are supported and viable in every community and in Delaware. Children and teenagers of fallen are especially supported in many community programs, support services and summer camps that have done amazing benefit for young children here in DE who are now adults, thriving and proud of their fallen officers sacrifice.

Address 11 Iowa Avenue
City Lewes
State Delaware
Zip Code 19958-1912
Contact Person JuneRose Futchter
Contact Title Survivor/Rider
Contact Phone Number 302-645-8829
Contact Email Address jrfdelaware@gmail.com

Total Funding Request

\$2,000

Has your organization received other grant funds from Sussex County Government in the last year?

No

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

N/A

Are you seeking other sources of funding other than Sussex County Council?

Yes

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

75

Program Category (choose all that apply)

Cultural
Other

Program Category Other

law enforcement community outreach & support

Primary Beneficiary Category

Other

Beneficiary Category Other

law enforcement community outreach & support

Approximately the total number of Sussex County Beneficiaries served, or expected to be served, annually by this program

400

Scope

This will be my 10th year and 12th law enforcement memorial bicycle ride representing my home-state of Delaware, Sussex County and City of Lewes. I am dedicated to the mission as a grand-daughter of a fallen officer here in Sussex County. My grand-father Charles W. Futcher, Sr died in the line of duty in 1939 as a town officer with Lewes PD and also served as a county constable. Because of Sussex County Council's generosity my fundraising goals are complete every year months

ahead of schedule. We have a lot of responsibility and duty to prepare our bicycles, train, organize and wear our uniforms proudly while we raise awareness for community law enforcement initiatives, officer safety, public trust and direct support for families of fallen in Delaware. I am grateful for the support of county council members and have been riding my bicycle for ten years and more than 2,500 miles across mid-Atlantic states from New York, Delaware and to our final destination of Washington DC. I am a legacy survivor and I have had the privilege to ensure my grand-father's line of duty death and his family are remembered and paid tribute in several memorial programs. I am active member of Concerns of Police Survivors, DE Chapter and I faithfully attend annual services and roll calls for our fallen in the state. I donate my signature and professional ceremonial photographs for state law enforcement personnel and programs. In 2024 our LEU rides (six chapters) raised \$500,000 for National Concerns of Police Survivors. I was raised in Delaware and any opportunity to represent my home-state is a privilege. We ride every year in May from NJ to DE to DC with stops in Sussex County and every fall we ride from Wilmington to Dewey Beach for all members of public safety, fallen and survivors. Thank you Sussex County for many years of grant support and always allowing me to say a few words and offer gifts of gratitude. Sincerely, JR Futcher, Grand-daughter/Survivor CW Futcher, End of Watch, 9.13.1939, Lewes PD/Sussex County Constable

Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)

0.00

Description

Operations, equipment and logistics

Amount

0.00

Description	General charitable fund
Amount	0.00
TOTAL EXPENDITURES	0.00 <i>Please see attached</i> 0.00 on 01/14/2025
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	0.00 <i>#750.</i>
Name of Organization	Law Enforcement United, Inc.
Applicant/Authorized Official	JuneRose Futcher
Date	01/14/2025
Affidavit Acknowledgement	Yes

If you feel this is not a valid submission please log into D3Forms to update this submissions status.
Please feel free to email clientservices@d3corp.com with any questions.

Casey Hall

From: junerose JR Futcher <jrfdelaware@gmail.com>
Sent: Wednesday, January 15, 2025 9:19 AM
To: Casey Hall
Subject: Re: Futcher grant application for Law Enforcement United, Road to Hope 2025

CAUTION: This email originated from outside of the organization. Do not click links, open attachments, or reply unless you recognize the sender and know the content is safe. Contact the IT Helpdesk if you need assistance.

Okay, I type in numerical of budget and try to enter deficit and the number goes back 0 dollars

This is \$2,750 budget separate from organization
So deficit will be 750?

I am asking for 2,000

On Wed, Jan 15, 2025, 8:41 AM Casey Hall <casey.hall@sussexcountyde.gov> wrote:

No it could just be software on your system or something.

From: junerose JR Futcher <jrfdelaware@gmail.com>
Sent: Wednesday, January 15, 2025 8:36 AM
To: Casey Hall <casey.hall@sussexcountyde.gov>
Subject: Re: Futcher grant application for Law Enforcement United, Road to Hope 2025

CAUTION: This email originated from outside of the organization. Do not click links, open attachments, or reply unless you recognize the sender and know the content is safe. Contact the IT Helpdesk if you need assistance.

Thank you!

Is there a step I always miss? 🤔

JRF

On Wed, Jan 15, 2025, 8:28 AM Casey Hall <casey.hall@sussexcountyde.gov> wrote:

The grant was received. If you want to list your expenditures in an email with the requested amount I will correct and attached to the application for review.

From: notifications@d3forms.com@mg.d3forms.com on behalf of Sussex County DE
 <notifications@d3forms.com>
Sent: Tuesday, December 31, 2024 3:12 PM
To: Casey Hall
Subject: Form submission from: Council Grant Form

CAUTION: This email originated from outside of the organization. Do not click links, open attachments, or reply unless you recognize the sender and know the content is safe. Contact the IT Helpdesk if you need assistance.

Council Grant Form

Legal Name of Agency/Organization NEW COVERDALE OUTREACH MISSION ✓

Project Name NEW COVERDALE OUTREACH MISSION INC

Federal Tax ID 31-1695369 ✓

Non-Profit Yes

Does your organization or its parent organization have a religious affiliation? (If yes, fill out Section 3B.) Yes

Organization's Mission WARM CLOTHING FOR THE YOUTH FOR CHRISTMAS .

Address 22215 COVERDALE RD

City SEAFORD

State DE

Zip Code 19973

Contact Person DIANE LOFLAND

Contact Phone Number 302-629-3036

Contact Email Address Cutiepie14k@gmail.com

Total Funding Request 3,000.00

Has your organization received other grant funds from Sussex County Government in the last year? Yes

If YES, how much was received in the last 12 months? 1100

Are you seeking other sources of funding other than Sussex County Council? Yes

If YES, approximately what percentage of the project's funding does the Council grant represent? 85

Program Category (choose all that apply) Health and Human Services

Primary Beneficiary Category Youth

Approximately the total number of Sussex County 150

**Beneficiaries served,
or expected to be
served, annually by
this program**

Scope THERE ARE SOME UNDERPRIVILGED FAMILIES THAT NEEDS
WARM CLOTHING .

**Religious
Components** NO ONE IS REFUSED BECAUSE OF RELIGION, NOR IS
RELIGION TAUGHT DURING ANY EVENTS.

**Please enter the
current support your
organization receives
for this project (not
entire organization
revenue if not
applicable to request)** 1,500.00

Description ELECTRIC

Amount 7,000.00

Description BUILDING INSURANCE

Amount 3,600.00

Description ALARM SYSTEM

Amount 650.00

Description PURCHASE OF TURKEYS AND OTHER FOODS

Amount 2,000.00

Description TELEPHONE

Amount 1,200.00

TOTAL EXPENDITURES 14,450.00

TOTAL DEFICIT FOR PROJECT OR ORGANIZATION -12,950.00

Name of Organization NEW COVERDALE OUTREACH MISSION INC

Applicant/Authorized Official DIANE LOFLAND

Date 12/31/2024

Affidavit Acknowledgement Yes

If you feel this is not a valid submission please log into D3Forms to update this submissions status.
Please feel free to email clientservices@d3corp.com with any questions.

To Be Introduced: 2/11/25

Council District 4: Mr. Hudson
Tax I.D. No.: 134-17.00-6.02
911 Address: N/A

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A PRIVATE GARAGE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 0.46 ACRE, MORE OR LESS

WHEREAS, on the 1st day of August 2023, a conditional use application, denominated Conditional Use No. 2474 was filed on behalf of John Elsishans; and

WHEREAS, on the ____ day of _____ 2025, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and said Planning and Zoning Commission recommended that Conditional Use No. 2474 be _____; and

WHEREAS, on the ____ day of _____ 2025, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County determined, based on the findings of facts, that said conditional use is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County, and that the conditional use is for the general convenience and welfare of the inhabitants of Sussex County.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article IV, Subsections 115-22, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2474 as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece, or parcel of land, lying and being situate in Baltimore Hundred, Sussex County, Delaware, and lying the south side of Butler Boulevard approximately 200 feet east of Muddy Neck Road (S.C.R. 361) and being more particularly described in the attached legal description prepared by The Smith Firm, LLC, said parcel containing 0.46 acre, more or less.

This Ordinance shall take effect immediately upon its adoption by majority vote of all members of the County Council of Sussex County, Delaware.

To Be Introduced: 2/11/25

Council District 2: Mr. McCarron
Tax I.D. No.: 330-11.17-30.00
911 Address: 6967 Marshall Street, Milford

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR AN AUTOMOTIVE REPAIR BUSINESS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN CEDAR CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 0.3 ACRES, MORE OR LESS

WHEREAS, on the 17th day of May 2024, a Conditional Use application, denominated Conditional Use No. 2531 was filed on behalf of Joshua Levis; and

WHEREAS, on the ____ day of _____ 2025, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and said Planning and Zoning Commission recommended that Conditional Use No. 2531 be _____; and

WHEREAS, on the ____ day of _____ 2025, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County determined, based on the findings of facts, that said conditional use is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County, and that the conditional use is for the general convenience and welfare of the inhabitants of Sussex County.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article IV, Subsections 115-22, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2531 as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece, or parcel of land, lying and being situate in Cedar Creek Hundred, Sussex County, Delaware, and lying on the east side of Marshall Street (S.C.R 225), approximately 0.5 mile south of Elks Lodge Road (S.C.R. 211), and being more particularly described in the attached legal description prepared by Moore & Rutt, P.A. said parcel containing 16,000 square feet, more or less.

This Ordinance shall take effect immediately upon its adoption by majority vote of all members of the County Council of Sussex County, Delaware.

To Be Introduced: 2/11/25

Council District 4: Mr. Hudson
Tax I.D. No.: 533-17.00-164.08 & 164.09
911 Address: 32190 & 32198 Lynch Road, Selbyville

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A LANDSCAPING BUSINESS TO BE LOCATED ON CERTAIN PARCELS OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 5.41 ACRES, MORE OR LESS

WHEREAS, on the 2nd day of April 2024, a Conditional Use application, denominated Conditional Use No. 2524 was filed on behalf of Brian Rowe and

WHEREAS, on the ____ day of _____ 2025, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County, and said Planning and Zoning Commission recommended that Conditional Use No. 2524 be _____; and

WHEREAS, on the ____ day of _____ 2025, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County determined, based on the findings of facts, that said conditional use is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County, and that the conditional use is for the general convenience and welfare of the inhabitants of Sussex County.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article IV, Subsections 115-22, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2524 as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece, or parcel of land, lying and being situate in Baltimore Hundred, Sussex County, Delaware, and lying on the south side of Lynch Road (S.C.R. 387A), approximately 0.18 mile southeast of Lighthouse Road (Rt. 54), and being more particularly described in the attached legal description prepared by Tomasetti Law, LLC said parcels containing 5.41 acres, more or less.

This Ordinance shall take effect immediately upon its adoption by majority vote of all members of the County Council of Sussex County, Delaware.

To Be Introduced: 2/11/25

Council District 1: Mr. Lloyd
Tax I.D. No.: 432-7.00-28.05
911 Address: 7119 Airport Road, Laurel

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A MECHANIC REPAIR BUSINESS, OFFICE, AND MATERIAL STORAGE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN LITTLE CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 2.25 ACRES, MORE OR LESS

WHEREAS, on the 2nd day of May 2024, a Conditional Use application, denominated Conditional Use No. 2529 was filed on behalf of Jaime & Darren Hooks; and

WHEREAS, on the ____ day of _____ 2025, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and said Planning and Zoning Commission recommended that Conditional Use No. 2529 be _____; and

WHEREAS, on the ____ day of _____ 2025, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County determined, based on the findings of facts, that said conditional use is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County, and that the conditional use is for the general convenience and welfare of the inhabitants of Sussex County.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article IV, Subsections 115-22, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2529 as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece, or parcel of land, lying and being situate in Little Creek Hundred, Sussex County, Delaware, and lying on the north side of Airport Road (S.C.R. 494), approximately 600 feet east of Old Hickory Road (S.C.R. 497), and being more particularly described in the attached legal description prepared by Moore & Rutt, P.A. said parcel containing 2.25 acres, more or less.

This Ordinance shall take effect immediately upon its adoption by majority vote of all members of the County Council of Sussex County, Delaware.



Memorandum

To: Sussex County Council
The Honorable Douglas B. Hudson
The Honorable Jane Gruenebaum
The Honorable Matt Lloyd
The Honorable Steve McCarron
The Honorable John L. Rieley

From: Jamie Whitehouse, AICP, Director of Planning & Zoning

CC: Everett Moore, County Attorney

Date: February 6, 2025

RE: County Council Report for C/U 2454 filed on behalf of H&K Group, Inc.

The Planning and Zoning Department received an application (C/U 2454 filed on behalf of H&K Group, Inc.) for a borrow pit, to be located in an AR-1 Agricultural Residential Zoning District at Tax Parcel 232-8.00-44.01. The property is located on the northwest side of Shiloh Church Road (Rt. 74) approximately 0.38 mile west of East Trap Pond Road (Rt. 62). The parcel size is 309.59 ac. +/-

The Planning & Zoning Commission held a Public Hearing on the application on January 22, 2025. At the meeting of February 5, 2025, the Planning & Zoning Commission recommended denial of the application due to the application not receiving three affirmative votes to recommend approval the application.

Below are the minutes from the Planning & Zoning Commission meeting on January 22, 2025, and February 5, 2025.

Minutes of the January 22, 2025, Planning & Zoning Commission Meeting

C/U 2454 H&K Group, Inc.

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A BORROW PIT TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BROAD CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 309.59 ACRES, MORE OR LESS. The property is lying on northwest side of Shiloh Church Road (Rt. 74) approximately 0.38 mile west of East Trap Pond Road (Rt. 62). 911 Address: N/A. Tax Map Parcel: 232-8.00-44.01.

Mr. Whitehouse advised the Commission that submitted into the record were a copy of the Applicant's exhibit booklet, a copy of the Applicant's conceptual site plan, a copy of the Applicant's proposed



conditions and findings, a copy of the traffic analysis, a copy of the staff analysis, a copy of a letter received from the Sussex County Engineering Department Utility Planning Division a copy of the DelDOT SLER submitted by the Applicant and the Technical Advisory and 14 comments which are included in your paperless packet.

Mr. David Hutt, Esq., of Morris James, LLP, spoke on behalf of the Applicant, H&K Group, Inc.; that his client is the long term tenant of the property that is the subject of this afternoon's application; that the Planning & Zoning Commission heard this application about 3 months ago, so I'm going to give an abbreviated presentation focused primarily on things that have changed or have been updated since the application was in front of the Planning & Zoning Commission on October 9, 2024; that the property is a total of 309.6 acres and the conditional use area is 269 acres; that the 269 acres starts where the sand plant would be located and where the burrow pit would start; that the property entrance lies off of Shiloh Church Rd. and this property as well as most of the properties that surround it are zoned AR-1; that the Future Land Use Map is in a low density area; that there are seven burrow pit operations that exist in this area between Millsboro and Laurel; that burrow pits are a special conditional use that have special conditions set forth in the code, that there are specific requirements that the code has; that during the last public hearing and in the project book materials, it was demonstrated how those requirements were met; that one of those special conditions relates to odors, dust and the entrance to this property; that that was one of the changes that was made to this application; that there was concern at the last meeting that the trucks would arrive to the pit before the gate opened and trucks would be stacked at the entrance; that the neighbors were very concerned about the traffic and during the previous public hearing, based upon those comments that were made and the discussion that followed by the Planning & Zoning Commission, the Applicant retained Carl Wilson, a traffic engineer, to perform an analysis, not a traffic impact study in this short period of time, but he did do an analysis of the traffic along Shiloh Church Rd.; that the results of his finding were that all of those intersections function and operate correctly with the borrow pit; that a review was done of 10 borrow pits within Sussex County that are in operation and they were analyzed with respect to their entrances; that the road classification on which the borrow pit operation was located, the road types, and whether or not they have things like an accelerating or descending on DelDOT's functional road classification, what is the lane width on each of those roads, and whether or not it has a shoulder; that five of the borrow pits are on a local road and many of those do not have shoulders and have similar or narrower lane widths than what is proposed for this borrow pit along Shiloh Church Rd.; that Shiloh Church Road is a minor collector, which is a step up from a functional classification of that road network from local road; that this report was done to demonstrate that borrow pits are approved on these types of roads in Sussex County, and how similar the entrances would be and in some respects better than entrances at those locations; that

Upon there being no further questions Chairman Wheatley closed the public hearing.

At the conclusion of the public hearing, the Commission discussed the Application.

In relation to C/U 2454 H&K Group, Inc. Motion by Ms. Wingate to defer action for further consideration, seconded by Mr. Butler and carried unanimously. Motion carried 5-0.

Minutes of the February 5, 2025, Planning & Zoning Commission Meeting

The Commission discussed this application which has been deferred since January 22, 2025.

Ms. Wingate moved that the Commission recommend approval of C/U 2454 for H&K Group, Inc. for a borrow pit based upon the record made at the public hearing and for the following reasons:

1. This Application previously received a recommendation for approval by the Commission. This second hearing was conducted to address a concern about the legal notice for the earlier hearing. The record from the prior hearing was incorporated into the record of this hearing.
2. This application is for a 269.07 acre borrow pit operation within a 309.6-acre site. The excavated area will not exceed 195.83 acres, more or less.
3. A need exists in the area for dirt, sand and gravel. The material removed from this site will be used throughout the County for a variety of residential and commercial uses and road construction.
4. The borrow pit is within a much larger wooded parcel owned by the Applicant. The preserved woodlands will provide an extensive buffer between the borrow pit operations and adjacent properties and roadways. It is not likely to be visible from nearby homes or roadways. This is an appropriate location for this use.
5. Based upon information in the record, the area used for borrow pit operations and processing will be at least 1,000 feet from Shiloh Church Road and there will be approximately 1,700 feet between these operations and the nearest off-site home (not including an abandoned dwelling approximately 230 feet away).
6. The Applicant will provide dust control to keep the area roadways free of dirt and dust from trucks leaving the site.
7. The project, with the conditions and stipulations placed upon it, will not have an adverse impact on traffic or the neighboring properties. In support of this, the Applicant commissioned a Traffic Analysis of the project and its potential impacts on area roadways. That analysis confirmed that the use will not have any impact on the “A” or “B” Level of Service that exists at the adjacent intersections of Johnson Road and East Trap Pond Road with Shiloh Church Road. That Analysis also compared this proposed use with other existing borrow pits and found that the traffic impact of this borrow pit will be no greater than what occurs as a result of other existing borrow pits throughout Sussex County.
8. DelDOT has stated that the use will have a negligible impact on area roadways. DelDOT has also inserted an entrance authorization for the use.
9. The property contains approximately 17.19 acres of non-tidal wetlands. The proposed use will create a minimum 50-foot-wide buffer from these wetlands and will obtain a permit from the U.S. Army Corps of Engineers for any crossing of these wetlands.
10. As a source of fill dirt available to the entire County, the project is essential and desirable for the general convenience, safety and welfare of the current and future residents of the County.
11. The use is subject to approvals from State Agencies including DelDOT and DNREC.
12. This recommendation for approval is subject to the following conditions and stipulations:
 - A. No materials shall be brought from off the site for processing, mixing or similar purposes.
 - B. The excavated area of the borrow pit shall not exceed 196-acres.

- C. Water or a water truck shall be available to control dust from road traffic when conditions require.
- D. The only entrance to the pit shall be a paved road from Cedar Lane. The entrance shall be fenced or gated to prevent access, but the gate shall be set back at least 500 feet from Shiloh Church Road to allow trucks and equipment to pull completely off of Shiloh Church Road when the gate is closed.
- E. Any roadway and entrance improvements required by DelDOT shall be completed by the Applicant. All entrances shall be secured when the borrow pit is not in operation.
- F. The hours of operation including any dredging shall be between the hours of 7:00 a.m. to 5:00 p.m. Monday through Saturday. No Sunday hours shall be permitted.
- G. No materials shall be stored on any access roads or within any buffer area.
- H. Temporary fuel tank storage will be permitted on-site and must be placed and maintained according to State and County standards and requirements.
- I. No “Jake Brakes” or compression release engine brakes shall be used within the site.
- J. No stumps, branches, debris or similar items shall be buried or placed in the site of the borrow pit.
- K. The proposed pit will have a 3:1 side slope down to a 10-foot level bench that will be approximately near or one (1) foot below the static water surface.
- L. A final site plan, including all pit slopes, excavation phasing, and reclamation plans shall be reviewed and approved by the Planning and Zoning Commission prior to the commencement of operations. Reclamation plans shall indicate finished grading, seeding and planting schedules designed to create a pleasing appearance and protect existing and future developments.
- M. The Applicant shall comply with all State and County erosion and sediment control regulations.
- N. The Applicant shall comply with all of the requirements set forth in Section 115-172B of the Sussex County Zoning Ordinance.
- O. The borrow pit shall be surrounded by a buffer strip a minimum distance of 100 feet from any street lines, 200 feet from any dwelling of other ownership, and 50 feet from all other property lines of other ownership. The buffer area shall be a vegetated buffer of existing vegetation or native species vegetation and there shall be “No Trespassing/Danger” signs posted at 200-foot intervals around the perimeter of the property.
- P. The non-tidal wetlands on the site shall be delineated and they shall have a buffer that is at least 50-feet-wide except where permitted wetland crossings exist.
- Q. A violation of any of these conditions may result in the termination of this conditional use.
- R. The Final Site Plan shall be subject to the review and approval of the Planning and Zoning Commission.

Motion by Ms. Wingate, seconded by Mr. Butler to recommend approval of C/U 2454 H&K Group, Inc. for the reasons and the conditions stated in the motion.

Vote by roll call: Ms. Wingate – yea, Mr. Collins – nay, Mr. Butler – yea, Chairman Wheatley – nay

Ms. Wingate voted yea, for the reasons and the conditions stated in her motion.

Mr. Collins voted nay, for his reasons previously mentioned at the November 13th, 2024, Planning & Zoning Commission meeting, which consisted of the traffic carrying capacity and current state of Shiloh Church Road.

Mr. Butler voted yea, for the reasons and the conditions stated in the motion.

Chairman Wheatley voted nay, for his reasons previously mentioned at the November 13th, 2024, Planning & Zoning Commission meeting, which consisted of the multiple concerns expressed by the public during the public hearing on October 8th, 2024.

The application for C/U 2454 H&K Group, Inc. was recommended for denial due to the lack of obtaining three affirmative votes.

PLANNING & ZONING COMMISSION

ROBERT C. WHEATLEY, CHAIRMAN
HOLLY J. WINGATE, VICE-CHAIRMAN
J. BRUCE MEARS
GREGORY SCOTT COLLINS
BRIAN BUTLER



Sussex County

DELAWARE
SUSSEXCOUNTYDE.GOV
302-855-7878 T
302-854-5079 F
JAMIE WHITEHOUSE, AICP MRTPI
PLANNING & ZONING DIRECTOR

PLANNING AND ZONING AND COUNTY COUNCIL INFORMATION SHEET
Planning Commission Public Hearing Date: January 22, 2025

Application: CU 2454 H&K Group, Inc.

Applicant: H&K Group, Inc.
2052 Lucon Road, P.O. Box 196
Skippack, PA 199474

Owner: Ellis Family Investments, LLC
34364 Fox Hound Lane
Millsboro, DE 19966

Site Location: The site is located on northwest side of Shiloh Church Road (Rt. 74) approximately 0.38 mile west of East Trap Pond Road (Rt. 62)

Current Zoning: Agricultural Residential (AR-1)

Proposed: Borrow Pit

Comprehensive Land Use Plan Reference: Low Density Area

Councilmanic District: District 1 – Mr. Lloyd

School District: Laurel School District

Fire District: Laurel Fire Company

Sewer: Private septic

Water: Private Well

TID: Not Applicable

Site Area: 309.59 acres +/-

Tax Map ID: 232-8.00-44.01



JAMIE WHITEHOUSE, AICP MRTPI
PLANNING & ZONING DIRECTOR
(302) 855-7878 T
(302) 854-5079 F
jamie.whitehouse@sussexcountyde.gov



Sussex County

DELAWARE
sussexcountyde.gov

Memorandum

To: Sussex County Planning Commission Members
From: Mr. Michael Lowrey, Planner III
CC: Mr. Vince Robertson, Assistant County Attorney and Applicant
Date: December 19th, 2024
RE: Staff Analysis for CU 2454 H&K Group, Inc.

This memo is to provide background and analysis for the Planning & Zoning Commission to consider as a part of application CU 2454 H&K Group, LLC to be reviewed during the January 22nd, 2025 Planning & Zoning Commission Meeting. This analysis should be included in the record of this application and is subject to comments and information that may be presented during the public hearing.

The request is for a Conditional Use for Tax Parcel: 232-8.00-44.01 to allow for the construction of a borrow pit on the site. The property is located northwest side of Shiloh Church Road (Rt. 74), approximately 0.38 mile west of East Trap Pond Road (Rt. 62). The parcel is comprised of a total of 309.59 acres +/-.

Comprehensive Plan Analysis

The 2018 Sussex County Comprehensive Plan Update (Comprehensive Plan) provides a framework of how land is to be developed. As part of the Comprehensive Plan, a Future Land Use Map is included to help determine how land should be zoned to ensure responsible development. The Future Land Use map in the plan indicates that the subject property has a land use designation of "Low Density Area." All surrounding properties to the north, south, and west of the subject site contain the Future Land Use Map designation of "Low Density Area." The surround parcels to the also have a Future Land Use Map designation of "Low Density Area."

As outlined in the 2018 Sussex County Comprehensive Plan, "Low Density" Areas are areas that the County envisions as "a predominantly rural landscape where farming co-exists with appropriate residential uses and permanently preserved property" (Sussex County Comprehensive Plan, 4-18). The Plan notes in reference to permitted uses: "The primary uses envisioned in Low Density Areas are agricultural activities and homes. Business development should be largely confined to businesses addressing the needs of these two uses. Industrial and agribusiness uses that support or depend on agriculture should be permitted." (Sussex County Comprehensive Plan, 4-19).

Zoning Information

The subject properties are zoned Agricultural Residential (AR-1) with all the immediately surrounding properties zoned (AR-1) as well. The closest commercial use zoning districts lie approximately 3 miles to the west adjacent to Route 13 and the Town of Laurel.



Further Site Considerations:

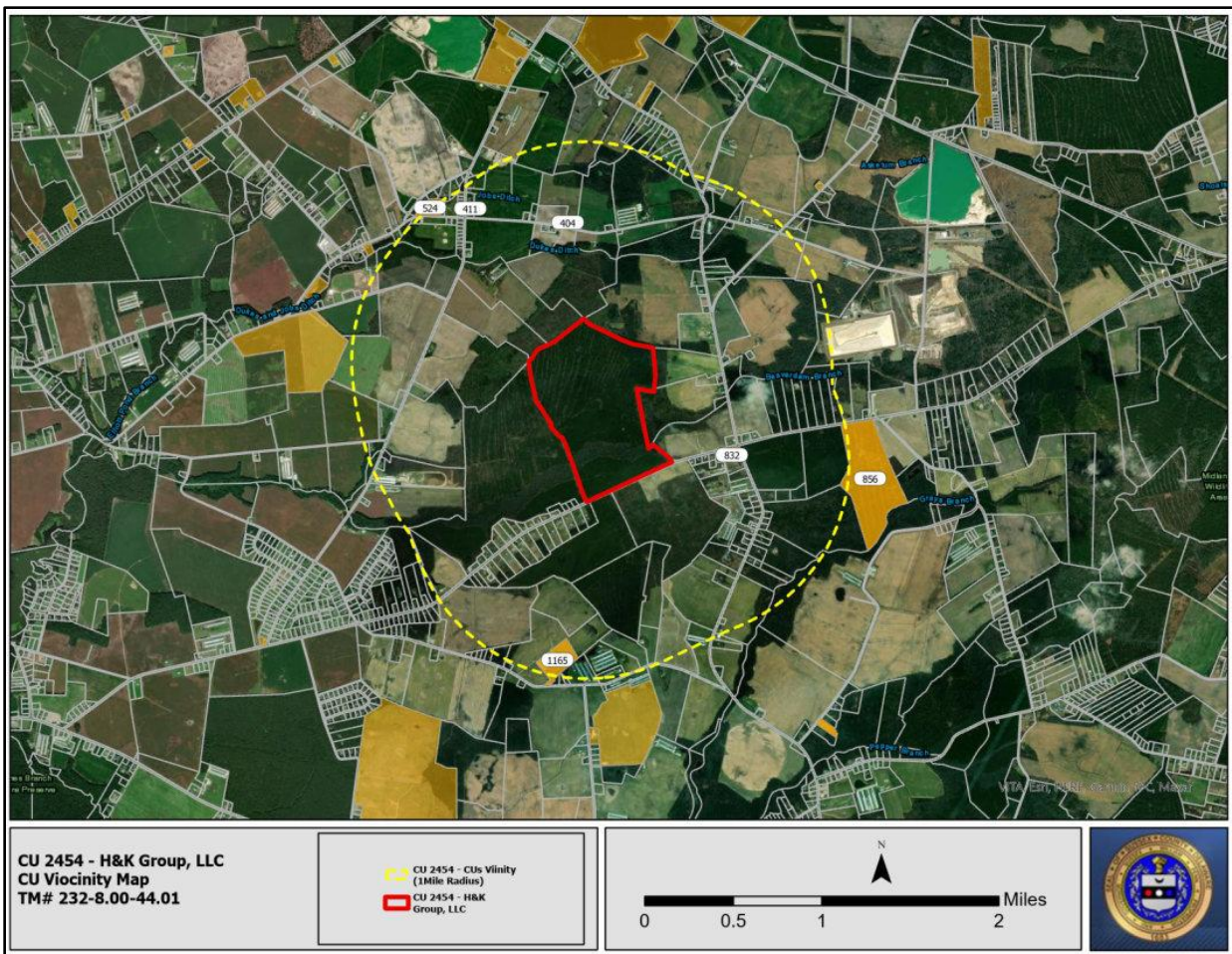
- **Density:** N/A
- **Open Space Provisions:** N/A
- **Agricultural Areas:** The site is within the vicinity of active agricultural lands. The “Kirk Expansion” Agricultural Preservation District Easement lies immediately adjacent to the north of the subject parcel and the Hitchens Crossroads Agricultural Preservation District Easement lies immediately adjacent to the east.
- **Interconnectivity:** N/A
- **Transportation Improvement District (TID):** The site is not within the Henlopen TID.
- **Forested Areas:** The site includes existing forest on a majority of the property.
- **Wetlands Buffers/Waterways:** State and County data indicates the possible presence of regulatory and/or jurisdictional wetlands on the southern portion of the Parcel. The Applicant will be required to provide a delineation of the wetland area on any future site plan submitted if the use were to be permitted.
- **Other Site Considerations (ie: Flood Zones, Tax Ditches, Groundwater Recharge Potential, etc.):** The property is partially located within the Flood Zone “X” with areas of “Fair”, “Good” and “Water Areas” classifications of Groundwater Recharge Potential on the site. The parcel is not located in a Wellhead Protection Area.

Based on the analysis of the land use, surrounding zoning and uses, the Conditional Use to allow for the construction of a borrow pit in this location, subject to considerations of scale and impact, could be considered as being consistent with the land use, area zoning and surrounding uses.

Existing Conditional Uses within the Vicinity of the Subject Site: A Data Table and Supplemental Map have been supplied which provide further background regarding the approval status of Applications in the area, including the location of all other Conditional Use Applications that are less than 1 mile distance from the subject site.

Conditional Use Applications						
(Within a 1-mile radius of the subject site)						
Application Number	Application Name	Zoning District	Proposed Use	CC Decision	CC Decision Date	Ordinance Number

404	Edward W Littleton & Linda	AR-1	Beauty Salon	Approved	3/1/1977	N/A
411	Everett Messick	AR-1	Poultry House on Less Than 5-Acres	Approved	5/17/1977	N/A
524	Epworth Fellowship Church Inc	AR-1	Christian School	Approved	5/1/1979	N/A
832	James E. Wharton	AR-1	Poultry House on Less Than 5 Acres	Approved	9/3/1985	296
856	Elmer M. Cox	GR	Manufactured Home Park	Withdrawn	N/A	N/A
1165	John J. Reed	AR-1	Private Runway	Approved	10/15/1996	1108





VITA, Delaware FirstMap, Esri, HERE, Garmin, INCREMENT P, Intermap, NGA, USGS

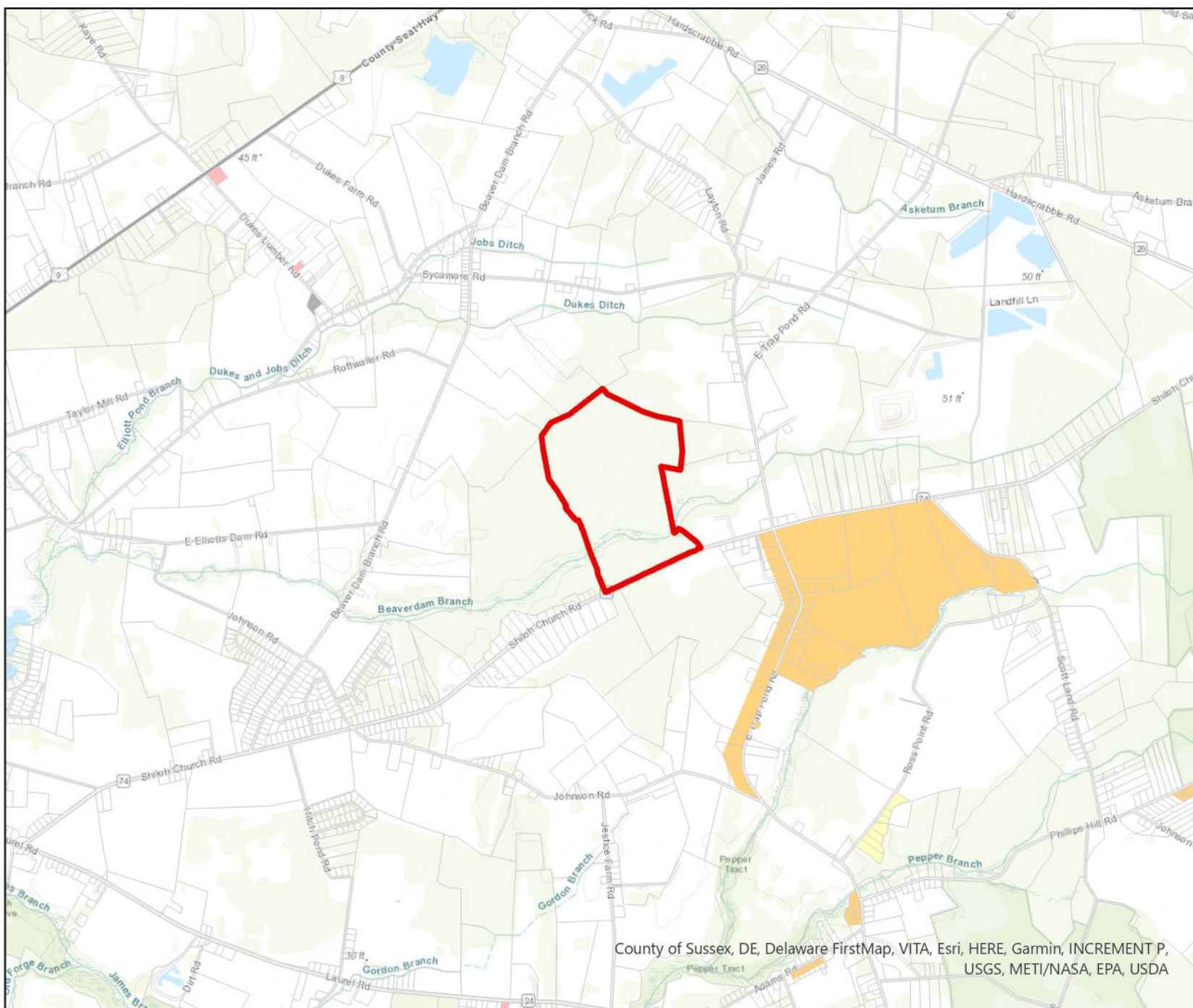
CU 2454 H&K Group, LLC
Streets Map
TM# 232-8.00-44.01

 **CU 2454 - H&K**
Group, LLC



 Miles
0 0.13 0.25 0.5



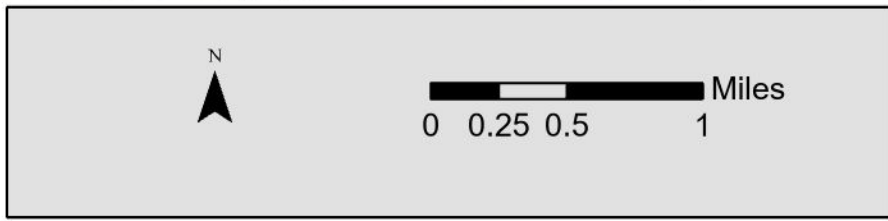


- ### Zoning
- Agricultural Residential - AR-1
 - Agricultural Residential - AR-2
 - Medium Residential - MR
 - General Residential - GR
 - High Density Residential - HR-1
 - High Density Residential - HR-2
 - Vacation, Retire, Resident - VRP
 - Commercial Residential - CR-1
 - Institutional - I-1
 - Marine - M
 - Limited Industrial - LI-1
 - Light Industrial - LI-2
 - Heavy Industrial - HI-1
 - C1: General Commercial
 - C2: Medium Commercial
 - C3: Heavy Commercial
 - C4: Planned Commercial
 - C5: Service/Limited Manufacturing
 - B-1: Neighborhood Business
 - B-2: Business Community District
 - B-3: Business Research

County of Sussex, DE, Delaware FirstMap, VITA, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA

CU 2454 H&K Group, LLC
Zoning Map
TM# 232-8.00-44.01


CU 2454 - H&K Group, LLC

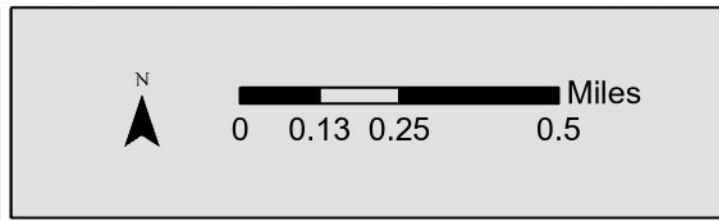




VITA, Esri, HERE, Garmin, IPC, Maxar

CU 2454 H&K Group, LLC
Aerial Map
TM# 232-8.00-44.01

 **CU 2454 - H&K Group, LLC**



Introduced: 9/17/24

Council District 1: Mr. Lloyd
Tax I.D. No. 232-8.00-44.01
911 Address N/A

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A BORROW PIT TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BROAD CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 309.59 ACRES, MORE OR LESS

WHEREAS, on the 26th day of May 2023, a conditional use application, denominated Conditional Use No. 2454 was filed on behalf of H&K Group, Inc.; and

WHEREAS, on the ____ day of _____ 2024, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and said Planning and Zoning Commission recommended that Conditional Use No. 2454 be _____; and

WHEREAS, on the ____ day of _____ 2023, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County determined, based on the findings of facts, that said conditional use is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County, and that the conditional use is for the general convenience and welfare of the inhabitants of Sussex County.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article IV, Subsection 115-22, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2454 as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece or parcel of land, lying and being situate in Broad Creek Hundred, Sussex County, Delaware, and lying on northwest side of Shiloh Church Road (Rt. 74) approximately 0.38 mile west of East Trap Pond Road (Rt. 62), and being more particularly described in the attached deed prepared by Susan Pittard Weidman, P.A., said parcel containing 309.59 acres, more or less.

This Ordinance shall take effect immediately upon its adoption by majority vote of all members of the County Council of Sussex County, Delaware.

Introduced: 9/17/24

Council District 1: Mr. Lloyd
Tax I.D. No. 232-8.00-44.01
911 Address N/A

ORDINANCE NO. ____

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