

COUNTY COUNCIL

DOUGLAS B. HUDSON, PRESIDENT
JOHN L. RIELEY, VICE PRESIDENT
JANE GRUENEBaum
MATT LLOYD
STEVE C. McCARRON



Sussex County

DELAWARE
sussexcountye.gov
(302) 855-7743

SUSSEX COUNTY COUNCIL

A G E N D A

June 17, 2025

10:00 AM

***** AMENDED on June 12, 2025 at 3:15 p.m.**

Call to Order

Approval of Agenda

Approval of Minutes - June 10, 2025

[Draft Minutes 061025](#)

Reading of Correspondence

Public Comments

Todd Lawson, County Administrator

1. **Presentation & Update by Sussex County Land Trust**
2. **Library Advisory Board Appointments**
3. **Administrator's Report**



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

10:15 a.m. Public Hearings

1. Fiscal Year 2026 Budget and Related Ordinances

ASSESSMENT ROLLS FOR SEWER AND WATER DISTRICTS

“AN ORDINANCE ESTABLISHING ANNUAL SERVICE CHARGES, ANNUAL ASSESSMENT RATES FOR COLLECTION AND TRANSMISSION AND/OR TREATMENT, AND CONNECTION CHARGES FOR ALL SUSSEX COUNTY WATER AND SANITARY SEWER DISTRICTS”

“AN ORDINANCE TO AMEND CHAPTER 62, ARTICLE IV, § 62-15 OF THE CODE OF SUSSEX COUNTY TO INCREASE VARIOUS FEES CHARGED BY THE SHERIFF”

“AN ORDINANCE ESTABLISHING THE ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2026”

[FY26 Budget Ordinances](#)

Andrew Harton, Economic Development Manager

1. Delaware Coastal Business Park Lease Approval

A. Pats Aircraft, LLC dba Aloft AeroArchitects

[Lease Pats Aircraft](#)

Bob Bryant, Airport Manager

1. Construct Two (2) Taxilanes and Tie-Downs – Phase 1 (Design)

A. Approval to Submit FAA Airport Infrastructure Grant Application

B. Authority of Signature FAA Airport Infrastructure Grant Offer

[Taxilanes and Tie-Downs](#)

2. Construct Parallel Taxiway B - Phase II

A. Task Order 6 - Construction Administration Services

[Task Order 6](#)

Hans Medlarz, Project Manager***

1. Kings Highway Advanced Utility Relocation - Project S25-46***

A. Approval of DelDOT Letter Agreement T202512901 – Kings Highway Sussex County Sewer Relocation, Phase I

[Deldot Agreement](#)

Introduction of Proposed Zoning Ordinances

[Ord Intros CU2493 CU2494 CU2538](#)

Council Members' Comments

Executive Session – Land Acquisition, Personnel, Job Applicant qualifications’ and Pending & Potential Litigation*** pursuant to 29 Del.C.§10004(b)

Possible action on Executive Session Items

1:30 p.m. Public Hearings

1. [Conditional Use No. 2524 filed on behalf of Brian Rowe](#)

“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” (properties are lying on the south side of Lynch Road [S.C.R. 387A], approximately 0.18 mile southeast of Lighthouse Road [Rt. 54]) (911 Addresses: 32190 & 32198 Lynch Road, Selbyville) (Tax Map Parcels: 533-17.00-164.08 & 164.09)

[Public Hearing CU2524](#)

2. [Conditional Use No. 2484 filed on behalf of Dick Ennis, Inc.](#)

“AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A GR GENERAL RESIDENTIAL DISTRICT FOR A BOAT REPAIR FACILITY WITH OUTDOOR BOAT AND RV STORAGE, A LANDSCAPE BUSINESS, AND A CONSTRUCTION BUSINESS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 5.371 ACRES, MORE OR LESS” (property is lying on the southwest side of Layton Davis Road [S.C.R. 312-A], approximately 0.82-mile southeast of John J Williams Highway [Rt. 24]) (911 Address: N/A) (Tax Map Parcel: 234-34.00-53.00)

[Public Hearing CU2484](#)

3. [Conditional Use No. 2503 filed on behalf of Hastings Community Energy Initiative, LLC](#)

“AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A SOLAR ENERGY FACILITY TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BROAD CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 33.69 ACRES, MORE OR LESS” (property is lying on the east side of Normandy Lane, a private lane accessed off E. Seventh Street) (911 Address: N/A) (Tax Map Parcel: Tax I.D. No.: 132-1.00-11.00)

[Public Hearing CU2503](#)

4. [Conditional Use No. 2583 filed on behalf of Tharros Village \(C/O Code Purple at The Cape\)](#)

“AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A C-1 GENERAL COMMERCIAL DISTRICT FOR A CAMPGROUND FOR THE UNHOUSED TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES & REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 7.16 ACRES, MORE OR LESS” (property is lying the south side of Coastal Highway [Rt. 1], approximately 0.2-mile northwest of the intersection of Coastal Highway [Rt. 1] and Dartmouth Drive [Rt. 9]) (911 Address: 17996 Coastal Highway, Lewes) (Tax Map Parcel: 334-6.00-526.01)

[Public Hearing CU2583](#)

5. [Conditional Use No. 2557 filed on behalf of Stockley Materials, LLC](#)

“AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR THE PREPARATION, PROCESSING AND STORAGE OF MATERIAL IN RELATION TO AN EXISTING BORROW PIT TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN DAGSBORO HUNDRED, SUSSEX COUNTY, CONTAINING 82.32 ACRES, MORE OR LESS” (property is lying on the east side of Cedar Lane [S.C.R. 318] and the west side of Peterkins Road [S.C.R. 317], approximately 500 feet south of Governor Stockley Road [S.C.R. 432]) (911 Address: N/A (Tax Map Parcel: 133-3.00-6.00)

[Public Hearing CU2557](#)

Adjourn

***** Per 29 Del. C. §10004 (e) (5) and Attorney General Opinion No. 13-IB02, this agenda was amended to address a matter which arose after the initial posting of the agenda but before the start of the Council meeting.**

-MEETING DETAILS-

In accordance with 29 Del.C. §10004(e)(2), this Agenda was posted on June 10, 2025 at 4:15 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://sussexcountye.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://sussexcountye.gov/agendas-minutes/county-council>.

SUSSEX COUNTY COUNCIL - GEORGETOWN, DELAWARE, JUNE 10, 2025

A regularly scheduled meeting of the Sussex County Council was held on Tuesday, June 10, 2025, at 12:30 p.m., in Council Chambers, with the following present:

Douglas B. Hudson	President
John L. Rieley	Vice President
Jane Gruenebaum	Councilwoman
Matt Lloyd	Councilman
Steve C. McCarron	Councilman
Todd F. Lawson	County Administrator
Gina A. Jennings	Finance Director
J. Everett Moore, Jr.	County Attorney

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

**Call to
Order**

Mr. Hudson called the meeting to order.

**M 250 25
Approve
Agenda**

Mr. Lawson reported that the two hearings scheduled for the 1:30 p.m. Public Hearings have been withdrawn by the Applicant. In addition, Executive Session – Land Acquisition and Possible Action of Executive Session Items can be removed from the agenda. A Motion was made by Mr. Rieley, seconded by Mr. McCarron, to approve the Agenda as amended.

Motion Adopted: 5 Yeas

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

Minutes

The minutes from June 3, 2025 were approved by consensus.

**M 251 25
Approve
Consent
Agenda**

A Motion was made by Mr. Rieley, seconded by Ms. Gruenebaum to approve the following items under the Consent Agenda:

**Use of Existing Wastewater Infrastructure Agreement
First State O&M Surgery Center, West Rehoboth Area**

**Use of Existing Wastewater Infrastructure Agreement – IUA 2025-22
Gameon Sports Complex, Oak Orchard Area**

**Use of Existing Wastewater Infrastructure Agreement
The Commons on Vine Creek, Dagsboro/Frankford Area**

**Proclamation Request – Cape Henlopen High School Girls Lacrosse State
Champions**

Proclamation Request – Cape Henlopen High School Baseball State Champions

Motion Adopted: 5 Yeas

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

Correspondence

There was no correspondence.

There were no public comments.

Public Comment

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

Administrator's Report

1. Project Receiving Substantial Completion

Per the attached Engineering Department Fact Sheet, Middle Creek Preserve – Phase 3B (Construction Record) received Substantial Completion effective May 30th.

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

Time Extension Request

Jamie Whitehouse, Planning & Zoning Director presented a time extension request for 2025-30 filed on behalf of Roxana Road Storage for Council's consideration.

**M 252 25
Approve
Time
Extension
Request**

A Motion was made by Mr. Lloyd, seconded by Mr. McCarron, that be it moved that the Sussex County Council approves a 6-month time extension request for Conditional Use No. 2293.

Motion Adopted: 5 Yeas

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

Insurance Recommendations

Andrea Wall, Accounting Manager presented FY 2026 Insurance Renewal recommendations for Council's consideration. Ms. Wall reported that our broke, Alliant Insurance Services and Insurance Buyers Council recommended that we market all lines of our insurance coverage. This year's renewal is significantly impacted by the upgrades at our South Coastal Wastewater Treatment Facility, the addition of a new paramedic station and upgrades to James Farm and it does not reflect increased claim activity or the insurability of Sussex County.

**M 253 25
Approve**

A Motion was made by Mr. Rieley, seconded by Ms. Gruenebaum, based on the recommendation of Alliant Insurance Services, Insurance Buyers

Insurance Recommendations **Council and the Sussex County Finance Department that Sussex County Council authorizes the placement of insurance coverage as presented for the period of July 1, 2025, through June 30, 2026, at a cost not to exceed \$2,505,136.00.**

Motion Adopted: 5 Years

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

Warwick Park **Paul Mauser, Assistant County Engineer presented Amendment 1 for Warwick Park Phase II for Council's consideration.**

M 254 25 **A Motion was made by Mr. McCarron, seconded by Mr. Lloyd, that be it**
Approve **moved based upon the recommendation of the Sussex County Engineering**
Warwick **Department, that Amendment No. 1 to the EJCDC 2024 miscellaneous**
Park **engineering base contract with George, Miles & Buhr, be approved in the**
Amendment **amount not to exceed \$488,300.00 for design phase services associated with**
1 **the Warwick Park Phase II project.**

Motion Adopted: 5 Years

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

Waterside Road **Patrick Brown, Project Engineer III presented a final balancing change order and substation completion request for Waterside Road Improvements for Council's consideration.**

M 255 25 **A Motion was made by Mr. Rieley, seconded by Ms. Gruenebaum, that be it**
Approve **moved based upon the recommendation of the Sussex County Engineering**
Waterside **Department, that change order 1 for contract T25-04, Waterside Road**
Road **Improvement program project, be approved for final balancing, increasing**
Improvements **the total contract amount by \$10,672.19, and that substantial completion be**
 granted effective May 9, 2025 with retainage released in accordance with
 the contract documents.

Motion Adopted: 5 Years

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

Joy Beach **Hans Medlarz, Project Manager presented a final balancing change order**
Sewer **and substantial completion request for Joy Beach sewer expansion phase I**
Expansion **for Council's consideration.**

M 256 25 **A Motion was made by Mr. Lloyd, seconded by Ms. Gruenebaum that be it**
Approve Joy **moved based upon the recommendation of the Sussex County Engineering**
Beach CO & **Department, that change order 4 for contract S20-12, Joy Beach sewer**
Substantial **expansion be approved, decreasing the contract amount by \$113,687.60 and**
Completion **granting substantial completion for April 25, 2025, with any held retainage**
 released in accordance with the contract documents, contingent upon SRF
 final concurrence.

Motion Adopted: 5 Yeas

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

Grant
Requests Mrs. Jennings presented grant requests for Council's consideration.

M 257 25 **A Motion was made by Mr. Rieley, seconded by Ms. Gruenebaum to give**
Harry K **\$5,000 (\$250 from Mr. McCarron's Councilmanic Grant Account, \$888**
Foundation **from Mr. Hudson's Councilmanic Grant Account, \$200 from Ms.**
 Gruenebaum's Councilmanic Grant Account, \$200 from Mr. Rieley's
 Councilmanic Grant Account and \$3,462 from Countywide Youth Grant
 Account) to Harry K Foundation for their food backpack program.

Motion Adopted: 5 Yeas

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

M 258 25 **A Motion was made by Mr. Rieley, seconded by Ms. Gruenebaum to give**
Millsboro **\$2,200 (\$2,000 from Mr. Rieley's Councilmanic Grant Account and \$200**
Historical **from Ms. Gruenebaum's Councilmanic Grant Account) to Millsboro**
Society **Historical Society for the Jacob Godwin School.**

Motion Adopted: 5 Yeas

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

M 259 25 **A Motion was made by Mr. Rieley, seconded by Ms. Gruenebaum to give**
True Blue **\$7,262 (\$2,000 from Countywide Youth Grant Account, \$1,662 from Mr.**
Jazz, Inc. **Hudson's Councilmanic Grant Account, \$650 from Ms. Gruenebaum's**
 Councilmanic Grant Account, \$400 from Mr. McCarron's Councilmanic
 Grant Account, \$400 from Mr. Lloyd's Councilmanic Grant Account and
 \$2,150 from Mr. Rieley's Councilmanic Grant Account) to True Blue Jazz
 Inc. for their 13th annual true blue jazz festival.

Motion Adopted: 5 Yeas

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

**Proposed
Ordinance
Introduct-
ions**

Mr. Rieley introduced a Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A SELF STORAGE FACILITY AND OFFICE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 7.00 ACRES, MORE OR LESS” filed on behalf of La Dolce Far Niente, LLC.

Mr. Hudson introduced a Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR MULTI-FAMILY DWELLINGS (3 UNITS) TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 2.18 ACRES, MORE OR LESS” filed on behalf of John L. Hnatishion.

The Proposed Ordinances will be advertised for a Public Hearing.

**CM
Comments**

Councilman Rieley acknowledged Peggy Raley from True Blue Jazz.

**M 260 25
Adjourn**

A Motion was made by Mr. Lloyd, seconded by Mr. Rieley to adjourn at 1:11 p.m.

Motion Adopted: 5 Yeas

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

ORDINANCE NO.

AN ORDINANCE ESTABLISHING ANNUAL SERVICE CHARGES, ANNUAL ASSESSMENT RATES FOR COLLECTION AND TRANSMISSION AND/OR TREATMENT, AND CONNECTION CHARGES FOR ALL SUSSEX COUNTY WATER AND SANITARY SEWER DISTRICTS

THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. The annual service charge and annual assessment rate for distribution and transmission and/or treatment for the Water District are established as follows:

- (a) For an EDU annual service charge: \$450.00 per EDU; or
- (b) For a meter service charge: current tariff and rates approved by the Public Service Commission for the applicable regulated utility.
- (c) For water irrigation system service charge will be billed one EDU; \$450 per connection.

Section 2. The annual service charge, annual assessment rate for distribution and transmission and/or treatment, and connection charge for the Unified Sanitary Sewer District is established as follows:

- (a) For an annual service charge: \$352.00 per EDU;
- (b) For an assessment rate per billable front foot for distribution: see below;
- (c) For an assessment rate per billable front foot for transmission and/or treatment, see below; and
- (d) For assessment rate by EDU, see below.

<u>Area</u>	Annual Assessment Charge		
	<u>Distribution or Collection \$/foot</u>	<u>Transmission and/or Treatment \$/foot</u>	<u>Total \$/foot</u>
OCEAN WAY ESTATES I & II	1.82	.00	1.82
CEDAR NECK EXPANSION	2.05	.62	2.67
NORTH MILLVILLE EXPANSION	2.77	.39	3.16
FENWICK ISLAND SEWER	.23	.03	.26
FENWICK ISLAND ROUTE 54 AREA	1.04	6.02	7.06
DAGSBORO-FRANKFORD SEWER	.38	.22	.60
PRINCE GEORGE'S ACRES SUBDISTRICT	3.41	.22	3.63
WEST REHOBOTH SEWER EXPANSION	.83	.47	1.30
MILLER CREEK SEWER	5.10	.38	5.48
ELLENDALE SEWER	.37	.36	.73
NEW MARKET VILLAGE SUBDISTRICT	-	.36	.36
OAK ORCHARD SEWER	1.28	1.31	2.59

<u>Area</u>	Annual Assessment Charge - continued		
	<u>Distribution or Collection \$/foot</u>	<u>Transmission and/or Treatment \$/foot</u>	<u>Total \$/foot</u>
OAK ORCHARD EXPANSION NO. 1 & CAPTAINS GRANT EXP.	2.61	1.58	4.19
SOUTH OCEAN VIEW SEWER	4.88	.59	5.47
ANGOLA NECK SEWER	2.71	1.77	4.48
ANGOLA NORTH SEWER	.85	6.35	7.20
GOLF VILLAGE SEWER	1.47	-	1.47
WOODLANDS OF MILLSBORO	-	.42	.42
JOHNSON'S CORNER	2.60	1.95	4.55
BLADES / ROUTE 113 AREA	4.24	-	4.24
HERRING CREEK SEWER	4.12	4.12	8.24
MULBERRY KNOLL	-	4.19	4.19
WINDING CREEK WATER	-	-	8.75
	\$/EDU		
BRIARWOOD ESTATES	800.00		
DEWEY BEACH AND HENLOPEN ACRES	318.54		
CHAPEL BRANCH	680.00		
JOY BEACH	540.00		
LOCHWOOD	708.00		
LONG NECK COMMUNITIES	633.00		
HOLT'S LANDING - MALLARD CREEK EXP.	540.00		
OAK ACRES – TANGLEWOOD	644.00		
WARWICK COVE – GULL POINT	325.00		
WESTERN SUSSEX	285.00		
PINTAIL POINTE	985.92		

- (e) Assessable footage, used for the Annual Assessment Charge, shall be limited to 100 feet for residential, non-delinquent customers.
- (f) For a connection charge per equivalent dwelling unit, see below:

District	Connection Charge		Total System Connection Charge \$/EDU
	Transmission \$/EDU	Treatment \$/EDU	
UNIFIED WATER	1,500	-	1,500
UNIFIED SEWER	2,490	8,210	10,700
GOLF VILLAGE SEWER ¹	-	-	-
WOODLANDS OF MILLSBORO ²	-	-	-
<u>Notes:</u> 1. Amount equal to the Town of Georgetown's Impact Fee. 2. Amount equal to the Town of Millsboro's Impact Fee.			

Section 3. The annual rate for the one-time septic installation charge for the Holts Landing area is as follows:

(a) For a one-time septic installation charge, per equivalent dwelling unit: \$2,889.00.

Section 4. Revenues from annual assessment rates can be expended for bond debt service payments pertaining to a respective sewerage or water system, for maintaining or improving the sewerage or water system, and for paying the necessary general expenses of the sanitary sewer or water district.

Section 5. The annual service charge, annual assessment rate for collection and transmission and/or treatment, septic installation charge, and connection charge shall become effective July 1, 2025.

Section 6. The annual service charge, annual assessment rate for collection and transmission and/or treatment, and connection charge for the Unified Sanitary Sewer Districts identified in this ordinance may be amended from time to time at a public hearing duly noticed.

I DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE NO. ADOPTED BY THE SUSSEX COUNTY COUNCIL ON THE ____TH DAY OF JUNE 2025.

TRACY N. TORBERT
CLERK OF THE COUNCIL

ORDINANCE No. _____

AN ORDINANCE TO AMEND CHAPTER 62, ARTICLE IV, § 62-15 OF THE CODE OF SUSSEX COUNTY TO INCREASE VARIOUS FEES CHARGED BY THE SHERIFF

WHEREAS, Sussex County Code, Chapter 62, Article IV, § 62-15 establishes the fees to be charged by the Sheriff for serving various legal documents; and

WHEREAS, this ordinance has been requested by the Sheriff of Sussex County to increase the amounts of fees and/or deposits charged by that office because the costs of rendering those services now exceeds the amounts of the fees and deposits now being charged by that office for the services, identified herein; and

WHEREAS, the Sheriff desires to increase the amounts charged for the affected fees and deposits in order to prevent the cost of services from exceeding the amounts presently charged and to make certain that the fees received by that office completely cover the cost of rendering the services identified in this ordinance; and

WHEREAS, by the adoption of this ordinance, the Sussex County Council desires to update the fees and/or deposits required for the services identified herein that are performed by the Sheriff of Sussex County.

NOW THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. Sussex County Code, Chapter 62, FEES, Article IV, Sheriff, § 62-15. Enumeration of fees, is hereby amended by deleting the matter to be omitted by enclosing it in brackets [] and indicates new matter being inserted therein by underlining, as set forth below:

§ 62-15. Enumeration of fees.

A. The fees of the Sheriff in and for Sussex County to be charged by Sussex County to the appropriate parties and to be paid by such appropriate parties to Sussex County for the services specified in this section shall be as follows:

- (1) For serving a writ of summons and complaint, amended summons, writ of alias summons, first, second pluries, etc, writ of waste, summons in partition, subpoena ad respondendum, attachment for attaching property, process of certiorari, citation, appeal, complaint and notice of ejectment, attachment, attachment upon garnishees, for each garnishee summoned, or any process of arrest in a civil case, notice of sale to each plaintiff and defendant and landlord or execution creditor, notice to plaintiffs and defendants in inquisition, advertising rule or notice to defendant in divorce or any other process in the nature thereof and making due return of the same for each person so served or notified (per person, whether served or not): [\$30] \$40. For service of an alias or additional scire facias summons, for each person so served or notified (per person, whether served or not): [\$40] \$50. For service of an original or additional summons in replevin, for each person so served or notified (per person, whether served or not): \$50.

- (a) For each additional defendant at the same address: \$5.

- (b) For each additional defendant at a different address: [\$30] \$40.
- (2) For serving and returning a subpoena to give evidence or to bring papers for each person summoned both in civil or criminal actions, for the first and subsequent filings: [\$15] \$20.
- (5) For attachment fieri facias (wage attachment): [\$30] \$40.
- (6) For levying an execution on goods, chattels, lands and tenements and making inventory, causing appraisement:
- (a) Fieri facias attachment – levy:
1. For Court of Common Pleas (personal property, vehicles): [\$75] \$90.
 2. For Superior Court (personal property, vehicles): [\$75] \$90.
 3. For Superior Court (real estate): [\$75] \$90.
 4. For Superior Court (foreign attachments on boats, horses, etc.): [\$75] \$90.
- (b) If no levy is made: [\$75] \$90.
- (11) For service on all papers, except those described above:
- (a) Per person: [\$30] \$40
- (b) For each additional person at the same address: \$5
- (c) For each additional person at a different address: [\$30] \$40.
- (12) For a certified letter: [\$7.50] \$10.00
- (21) For services of any document or paper regarding any matter not originating in the State of Delaware: [\$75] \$90.

Synopsis

This Ordinance amends Sussex County Code, Chapter 62, Article V, § 62-15 A, (1), (2), (5), (6), (11), and (12) to increase the fee for services performed by the Sheriff.

Deleted text is shown in brackets. Additional text is underlined.

I DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE NO. _____ ADOPTED BY THE SUSSEX COUNTY COUNCIL ON THE ____ DAY OF JUNE 2025.

TRACY TORBERT
CLERK OF THE COUNCIL

ORDINANCE NO. ____

**AN ORDINANCE ESTABLISHING THE ANNUAL OPERATING BUDGET FOR
FISCAL YEAR 2026**

THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. The Statement of Anticipated General Fund Revenues for the Fiscal Year Ending June 30, 2026 is as follows:

	<u>Amount Year Ending June 30, 2026</u>
<u>Revenues:</u>	
<u>Taxes</u>	
Real Property - County	\$ 17,715,500
Real Property - Library	2,081,000
Realty Transfer	37,000,000
Fire Service	2,000,000
Lodging Tax	1,000,000
Penalties and Interest	150,000
<u>Intergovernmental</u>	
Federal Grants	
Emergency Operations	200,000
Housing and Urban Development	2,829,500
Mitigation Project	192,500
Payments in Lieu of Taxes	7,360
State Grants	
Economic Development	440,080
Local Emergency Planning Commission	77,400
Library	474,000
Other	300,000
Paramedic	8,058,265
<u>Charges for Services</u>	
Constitutional Office Fees	
Marriage Bureau	200,000
Recorder of Deeds	4,000,000
Recorder of Deeds - Maintenance	41,820
Recorder of Deeds - Town Realty Transfer Tax	120,000
Register of Wills	1,850,000
Sheriff	850,000

	<u>Amount Year</u> <u>Ending</u> <u>June 30, 2026</u>
<u>General Government Fees</u>	
Building Permits & Zoning Fees	2,600,000
9-1-1 System Fee	559,630
Manufactured Home Placement Fee	200,000
Building Inspection Fees	1,600,000
Airport Operations	35,000
Miscellaneous Fees	115,000
Private Road Review & Inspection Fees	1,400,000
 <u>Miscellaneous Revenue</u>	
Fines and Forfeits	80,000
Investment Income	5,000,000
Miscellaneous Revenues	1,038,500
 <u>Other Financing Sources</u>	
Appropriated Reserve	11,206,819
Total Revenues	<u>\$ 103,422,374</u>

Section 2. The Statement of Anticipated General Fund Appropriations and Expenditures for the Fiscal Year Ending June 30, 2026 is as follows:

<u>Expenditures:</u>	<u>Amount Year</u> <u>Ending</u> <u>June 30, 2026</u>
<u>General Government</u>	
County Council	\$ 816,946
Administration	1,405,161
Legal	450,000
Finance	3,084,868
Assessment	4,158,166
GIO	1,160,425
Human Resources & General Employment	1,368,355
Records Management	345,866
Facilities Management	2,662,632
Information Technology	3,175,115
<u>Engineering</u>	
Engineering Administration	4,224,718
Solid Waste	199,230

<u>Expenditures (continued)</u>	<u>Amount Year</u> <u>Ending</u> <u>June 30, 2026</u>
<u>Planning and Zoning</u>	
Planning and Zoning	3,004,729
Constable	1,776,670
Building Code	1,689,800
<u>Public Safety</u>	31,699,107
<u>Library</u>	
Administration	874,393
Operations	2,856,732
<u>Economic Development</u>	
Economic Development	648,603
Safety and Security	640,796
Airport and Business Park	1,817,217
<u>Community Development</u>	3,499,359
<u>Grant-in-aid</u>	28,844,799
<u>Constitutional Offices</u>	
Marriage Bureau	357,506
Recorder of Deeds	933,870
Register of Wills	811,603
Sheriff	800,208
<u>Other Financing Uses</u>	
Transfers Out	115,500
Total Expenditures	<u>\$ 103,422,374</u>

Section 3. The Tax Rate, Fireman's Enhancement Funding Program, Cluster Fees, fee increases and new sources of revenue for the Fiscal Year Ending June 30, 2026, are as follows:

- (a) County Property Tax Rate \$0.0214 per \$100.00 of taxable assessed value. This rate is an adjusted rate after the completed countywide reassessment. The rate used is equivalent to the roll-back rate of \$0.0214 per \$100 of taxable assessed value.
- (b) Firemen's Enhancement Funding Program - Building Permit surcharge of one-quarter of one percent (.25%) of construction values. Distribution will be made to fire companies and ambulance companies who are in good standing with the Sussex County Volunteer Fire Association.

(c) Cluster Fee for density bonus.

- 1.) For the Town Centers and Developing Areas around Greenwood, Bridgeville, Seaford, Blades, Laurel and Delmar - \$15,000 per unit in excess of two dwelling units per acre.
- 2.) For the Town Centers and Developing Areas around Milford, Milton, Ellendale, Georgetown, Millsboro, Dagsboro, Frankford and Selbyville - \$15,000 per unit in excess of two dwelling units per acre.
- 3.) For the Coastal Area (previously known as environmentally sensitive areas) - \$20,000 per unit in excess of two dwelling units per acre.

(d) Fee increases.

- 1.) Enterprise Fund - Water Annual Service Charge based on EDU - increase from \$417 per EDU to \$450.
- 2.) Enterprise Fund - Sewer Annual Service Charge - increase from \$340 per EDU to \$352.
- 3.) Enterprise Fund - Sewer Assessment Fee – Pintail Pointe – increase from \$954.00 to \$985.92.
- 4.) Enterprise Fund – Sewer Connection Fee – increase from \$7,700 to \$10,700 per EDU.
- 5.) Sheriff Department –
 - a. For serving a writ of summons and complaint, amended summons, writ of alias summons, first, second pluries, etc, writ of waste, summons in partition, subpoena ad respondendum, attachment for attaching property, process of certiorari, citation, appeal, complaint and notice of ejectment, attachment, attachment upon garnishees, for each garnishee summoned, or any process of arrest in a civil case, notice of sale to each plaintiff and defendant and landlord or execution creditor, notice to plaintiffs and defendants in inquisition, advertising rule or notice to defendant in divorce or any other process in the nature thereof and making due return of the same for each person so served or notified (per person, whether served or not): from \$30 to \$40
 - i. For service of an alias or additional scire facias summons, for each person so served or notified (per person, whether served or not): from \$40 to \$50
 - ii. For each additional defendant at a different address: from \$30 to \$40
 - b. For serving and returning a subpoena to give evidence or to bring papers for each person summoned both in civil or criminal actions, for the first and subsequent filings: from \$15 to \$20
 - c. For attachment fieri facias (wage attachment): from \$30 to \$40
 - d. For levying an execution or goods, chattels, lands and tenements and making inventory, causing appraisalment:
 - i. Fieri facias attachment – levy:
 1. For Court of Common Pleas (personal property, vehicles): from \$75 to \$90
 2. For Superior Court (personal property, vehicles): from \$75 to \$90
 3. For Superior Court (real estate): from \$75 to \$90
 4. For Superior Court (foreign attachments on boats, horses, etc.): from \$75 to \$90
 - ii. If no levy is made: from \$75 to \$90

- e. For all Sheriff service on all papers not outlined in other sections of Sussex County Code, Chapter 62, Article V, § 62-15:
 - i. Per person: from \$30 to \$40
 - ii. For each additional person at a different address: from \$30 to \$40
- f. For certified letter: from \$7.50 to \$10.00
- g. For service of any document or paper regarding any matter not originating in the State of Delaware: from \$75 to \$90

(e) New Sources of Revenue

- 1.) General Fund – Subdivision naming approval – 2nd request - \$50/hr. with a \$50 minimum
- 2.) Enterprise Fund – Construction Phase Design Modification Fee - \$500
- 3.) Enterprise Fund - Sewer Assessment Fee – Briarwood Estates - \$800 based on equivalent dwelling unit (EDU).
- 4.) Enterprise Fund – Water Assessment Fee – Winding Creek Water - \$8.75 based on front footage.

Section 4. The Statement of Anticipated Capital Project Fund Revenues and Expenditures for the Fiscal Year Ending June 30, 2026 is as follows:

	<u>Amount Year Ending June 30, 2026</u>
<u>Revenues and Other Financing Sources</u>	
Appropriated Reserves	\$ 12,585,221
Federal Grant	3,854,850
Investment Income	1,800,000
State Grant	<u>95,391</u>
Total Revenues and Other Financing Sources	<u><u>\$ 18,335,462</u></u>
<u>Expenditures</u>	
Administrative	11,296,500
Airport and Business Park	4,235,632
Engineering	250,000
Library	953,330
Public Safety	<u>1,600,000</u>
Total Capital Improvement Expenditures	<u><u>\$ 18,335,462</u></u>

Section 5. The Statement of Anticipated Enterprise Fund Revenues and Expenses for the Fiscal Year Ending June 30, 2026 is as follows:

	<u>Amount Year Ending June 30, 2026</u>
<u>Revenues and Other Financing Sources</u>	
Operating Revenues	
Service Charges	\$ 34,528,440
Holding Tank Fees	550,000
Licenses, Permit, and Review Fees	2,148,500
Miscellaneous Fees	526,950
Non-Operating Revenues	
Assessment Charges	9,227,937
Capitalized Ord. 38 Fees	3,100,000
Connection Fees	12,794,000
Investment Results	1,484,960
Miscellaneous Revenues	453,350
Other Financing Sources	
Transfers	<u>115,500</u>
Total Revenues and Other Financing Sources	<u><u>\$ 64,929,637</u></u>

	<u>Amount Year Ending June 30, 2026</u>
<u>Expenses</u>	
Administrative Costs	\$11,132,324
Operations and Maintenance Costs	33,435,989
Capital Expenditures	4,813,565
Debt Service	<u>15,547,759</u>
Total Expenses and Debt Service	<u><u>\$ 64,929,637</u></u>

Section 6. Supplemental funding provided by the American Rescue Plan Act as follows:

<u>Revenue and Other Financing Sources</u>	
Coronavirus State and Local Fiscal Recovery Grant	<u>\$ 9,929,558</u>
<u>Expenses and Other Financing Uses</u>	
Coronavirus State and Local Fiscal Recovery Eligible Expenses	<u>\$ 9,929,558</u>

Section 7. Unappropriated or unobligated General Fund expenditures requiring a transfer from the General Fund Undesignated Fund Balance require approval by not less than four-fifths of the members of Sussex County Council concurring.

Section 8. The County Pay Plan and Salary Structures for non-exempt employees for Fiscal Year Ending June 30, 2026 shall be:

FY 2026 Pay Scale - Non-exempt (non-union)			
Grade	Minimum	Midpoint	Maximum
1	N/A	N/A	N/A
2	\$15.44	\$19.30	\$23.15
3	\$16.21	\$20.26	\$24.31
4	\$17.02	\$21.27	\$25.53
5	\$17.87	\$22.33	\$26.80
6	\$18.77	\$23.45	\$28.15
7	\$19.70	\$24.63	\$29.55
8	\$20.68	\$25.86	\$31.03
9	\$21.72	\$27.15	\$32.58
10	\$22.81	\$28.51	\$34.21
11	\$23.94	\$29.93	\$35.92
12	\$25.14	\$31.43	\$37.72
13	\$26.40	\$33.01	\$39.61
14	\$27.73	\$34.66	\$41.58
15	\$29.11	\$36.39	\$43.67
16	\$30.57	\$38.20	\$45.85
17	\$32.09	\$40.12	\$48.13
18	\$33.69	\$42.12	\$50.54
19	\$35.38	\$44.23	\$53.07
20	\$37.15	\$46.43	\$55.73

Section 9. The County Pay Plan and Salary Structures for exempt employees for Fiscal Year Ending June 30, 2026 shall be:

FY2026 Salary Scale - Exempt			
Grade	Minimum	Midpoint	Maximum
E1	\$63,577	\$79,471	\$95,365
E2	\$66,755	\$83,444	\$100,133
E3	\$70,093	\$87,617	\$105,140
E4	\$73,598	\$91,997	\$110,397
E5	\$77,278	\$96,597	\$115,917
E6	\$81,142	\$101,427	\$121,713
E7	\$85,199	\$106,498	\$127,798
E8	\$89,459	\$111,823	\$134,188
E9	\$93,932	\$117,415	\$140,898

FY2026 Salary Scale – Exempt - continued			
Grade	Minimum	Midpoint	Maximum
E10	\$98,628	\$123,285	\$147,942
E11	\$103,560	\$129,450	\$155,339
E12	\$108,738	\$135,922	\$163,106
E13	\$114,175	\$142,718	\$171,262
E14	\$119,883	\$149,854	\$179,825
E15	\$125,877	\$157,347	\$188,816
E16	\$132,171	\$165,214	\$198,257
E17	\$138,780	\$173,475	\$208,170
E18	\$145,719	\$182,149	\$218,578
E19	\$153,005	\$191,256	\$229,507

Section 10. The County has invested \$10 million of Appropriated Reserves from Realty Transfer Tax funds with a goal to earn five percent per year. The fire companies are to receive a grant for the annual investment income from this investment up to four percent per year; these fire service grants are to be awarded annually based on recommendations from the Fire Resource Committee of the Sussex County Volunteer Firefighters Association, but at the discretion of the Sussex County Council. The County will receive the first one percent of the investment income earned. The fire service would receive investment income of up to four percent after the County receives one percent. A four-fifths vote of the County Council is required to use principal for any other purpose. If there is a loss from the investments, then the principal balance must be restored before any additional grants are made from investment income in the future to the County or fire service. The County is to receive the investment income over five percent per year. These grants to the fire service will be awarded annually, based on the previous calendar year's annual investment results.

Section 11. This Ordinance shall become effective on July 1, 2025.

I DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE NO. ____ ADOPTED BY THE SUSSEX COUNTY COUNCIL ON THE ____TH DAY OF JUNE 2025.

TRACY N. TORBERT
CLERK OF THE COUNCIL



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: Andrew Harton
Economic Development

RE: **Delaware Coastal Business Park Lease**

DATE: June 12, 2025

On the agenda Tuesday ~ the following lease will be presented for approval in the Delaware Coastal Business Park:

- PATS AIRCRAFT, LLC, d/b/a ALOFT AERO ARCHITECTS ~ with a principal office located at 21652 Nanticoke Avenue, Georgetown, DE.

This new lease is said commercial real property known as 21583 Baltimore Avenue, Georgetown, Delaware, which is improved with a building containing 37,406sf and located on lot 24. The property will be used to provide design and engineering services for the aviation industry and will also house the new Aloft Academy.

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT ("Lease") is made and entered into this ___ day of _____, 2025 (the "Effective Date"), by and between **SUSSEX COUNTY**, a political subdivision of the State of Delaware, with an address of 2 The Circle, P.O. Box 589, Georgetown, DE 19947 ("Lessor"), and **PATS AIRCRAFT, LLC, D/B/A ALOFT AEROARCHITECTS**, with a principal office located at 21652 Nanticoke Avenue, Georgetown, DE 19947 ("Lessee"), and it recites and provides as follows.

RECITALS

WHEREAS, Lessor is the owner of certain commercial real property which is improved by a 37,406 square foot commercial building ("the Building") as hereafter described; and

WHEREAS, Lessee desires to lease said commercial real property known as 21583 Baltimore Avenue, Georgetown, Delaware, which is improved by the Building and is identified as Lot 24 in the Delaware Coastal Business Park, for the operation of engineering and design services for the aviation industry;

W I T N E S S E T H:

That the parties of this Lease, intending to be legally bound, hereby covenant and agree as follows:

1. **PREMISES**: Lessor leases to Lessee and Lessee accepts, as Lessee, the premises to a suitable Lessee for business purposes, described as follows:

A portion of the tract of land as improved by the Building identified as 21583 Baltimore Avenue, Georgetown, Delaware, which is identified as Lot 24 in the Delaware Coastal Business Park and as Sussex County Tax Parcel No. 135-20.00-75.00 being approximately 4.4066 +/- acres of land, more or less, and more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Leased Premises" or "premises"). Lessee acknowledges that Lessor reserves the right to change the parcel numbers and street names located in Delaware Coastal Business Park during the term of this Lease.

2. **TERM**: The initial term of this Lease shall be four (4) years and 10 months which shall commence at 10:00 o'clock A.M. on March 1, 2025 ("the Commencement

Date”) and shall terminate at 11:59 o'clock P.M. on December 31, 2029, unless sooner terminated as provided in this Lease.

3. **RENT:**

- a. For the initial lease term referred to in paragraph 2, and for any renewal period referred to in paragraph 4 herein, Lessee shall pay rent annually in one (1) lump sum payment, payments of which shall be due and payable upon the commencement of the Lease term. Notwithstanding the foregoing, if the Lease term commences after January 1, the annual rent shall be prorated on a per diem basis for the remainder of the initial year and payment for the remainder of the initial year shall be due on the Commencement Date (“Initial Rent Payment”). All payments thereafter shall be due and payable bi-annually on the 1st day of January and the 1st day of July each year for the remainder of the Lease term and any renewal thereof without demand and without setoff or deduction.
- b. The annual rent (“Base Rent”) shall be as follows:
 - (1) For the 2025 calendar year, the rate shall be Three Dollars (\$3.00) per square foot based on square footage of 37,406 square feet which is One Hundred Twelve Thousand Two Hundred Eighteen Dollars (\$112,218.00). This figure shall be prorated from the Effective Date until December 31, 2025.
 - (2) For the 2026 calendar year, the rate shall be Five Dollars (\$5.00) per square foot based on square footage of 37,406 square feet which is One Hundred Eighty-Seven Thousand Thirty Dollars (\$187,030.00).
 - (3) For the 2027 calendar year, the rate shall be Seven Dollars (\$7.00) per square foot based on square footage of 37,406 square feet which is Two Hundred Sixty-One Thousand Eight Hundred Forty-Two Dollars (\$261,842.00).
 - (4) For the 2028 calendar year, the rate shall be Seven Dollars (\$7.00) per square foot based on square footage of 37,406 square feet which is Two Hundred Sixty-One Thousand Eight Hundred Forty-Two Dollars (\$261,842.00).
 - (5) For the 2029 calendar year, the rate shall be Seven Dollars (\$7.00) per square foot based on square footage of 37,406 square feet which

is Two Hundred Sixty-One Thousand Eight Hundred Forty-Two Dollars (\$261,842.00).

- c. All other costs due hereunder shall be considered additional rent ("Additional Rent") which shall be due and payable as hereinafter set forth.
- d. Any payment by Lessee or acceptance by Lessor of a lesser amount than shall be due from Lessee to Lessor shall be treated as a payment on account. The acceptance by Lessor of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Lessor may accept such check without prejudice to any other rights or remedies which Lessor may have against Lessee.
- e. **PAYMENT PROVISIONS:** All payments should be made to Sussex County Council, Sussex County Treasury Office, 2 The Circle, P.O. Box 589, Georgetown, Delaware 19947, or such other place or places as may from time to time be designated in writing by Lessor.

4. **RENEWAL OF LEASE:**

- a. Provided Lessee is not otherwise in default of this Lease, Lessee shall have the option to renew this Lease on the same terms expressed herein for one (1) additional five (5) year term. If Lessee intends to exercise its option to renew this Lease for an additional five (5) year term, Lessee shall provide Lessor with a minimum of one hundred eighty (180) days' written notice prior to the expiration of this Lease or renewal period, as the case may be. Upon Lessor's receipt of such notice from Lessee, except as otherwise provided herein, the provisions of this rental agreement shall be deemed to have been accepted and agreed to by Lessor, and the terms of this Lease shall remain in full force and effect. In the event Lessee does not provide Lessor with the required notice in a timely manner, unless Lessor and Lessee agree in writing to renew this Lease without modifications or amendments prior to the expiration of this Lease, this Lease shall terminate upon expiration of this Lease. If Lessee fails to exercise the option, at the end of the initial Lease term, or any further extensions or renewals thereof, the land subject to this Lease and all improvements thereon shall revert to Lessor, or its successors or assigns.
- b. **CPI-U RENT ADJUSTMENT:** The Base Rent during the Renewal Term will be adjusted according to this paragraph on the first day of the Renewal Term.

- (1) In this Paragraph 4, the following terms shall have the meaning set forth herein:
 - (a) "Price Index" means the Consumer Price Index for All Items, All Urban Consumers, U.S. City Average (CPI-U Table 1, unadjusted as published monthly by the United States Department of Labor, Bureau of Labor Statistics) compared to the same index sixty (60) months earlier. If publication of the above index shall be discontinued, then another index generally recognized as authoritative shall be substituted, as selected by Lessor in its reasonable discretion.
 - (b) "Base Price Index" means the Price Index for the month (the "Base Month") nearest before the Commencement Date for which the Price Index is published and/or the most recently available.
- (2) The Base Rent payable during the Renewal Term will be increased beginning on first day of the Renewal Term by a fraction whose numerator is the Price Index published for the then most recent anniversary month of the Base Month and whose denominator is the Base Price Index. The Base Rent as adjusted will not be reduced pursuant to this paragraph.
- (3) If a substantial change is made in the Price Index, or its publication is discontinued or changed in such a way as to prevent calculations pursuant to this Paragraph 4, then the Price Index will be adjusted to the figure that would have been used had the manner of computing the Price Index in effect at the date of this Lease not been altered. If the Price Index (or a successor or substitute index) is not available, a reliable governmental or other nonpartisan publication evaluating the information used in determining the Price Index will be used.
- (4) No adjustments will be made due to any revision that may be made in the Price Index for any month.
- (5) The statements of the adjustment shall be furnished and prepared by Lessor. The statements thus furnished to Lessee will constitute a final determination as between Lessor and Lessee of the relevant adjustment.
- (6) Seasonal adjustments will not be used.

- (7) Lessor's delay or failure in computing or billing for these adjustments will not impair the continuing obligation of Lessee to pay Base Rent adjustments.
- (8) Lessee's obligation to pay Base Rent as adjusted by this Paragraph 4 will continue up to the expiration of this Lease and will survive any earlier termination of this Lease.
- (9) Within thirty (30) days after Lessor gives Lessee notice of the adjusted Rent, Lessee will pay the adjusted Rent retroactive to the first month of the then-current five (5) year lease period. The adjusted Rent will be the yearly Base Rent for the balance of the then-current five (5) year lease period. Lessor will give Lessee written notice indicating how the adjusted Rent amount was computed.

5. **EASEMENTS, RESTRICTIONS AND CONDITIONS; RULES AND REGULATIONS:** This Lease is subject to easements, restrictions and conditions which are of record, or generally applicable to the immediate neighborhood, or may be observed by inspection of the premises. The Lessee shall be responsible for obtaining a title search should the Lessee so desire to verify all such easements, conditions and regulations. Lessee further acknowledges that its use of the Leased Premises is subject to Lessor's Rules and Regulations, which may be reasonably amended from time to time at Lessor's discretion, a copy of which is attached hereto as Exhibit B and are incorporated herein by reference. Failure to comply with any easements, restrictions, conditions or Rules and Regulations shall constitute a material breach of the terms of this Lease.

6. **USE:**

- a. Lessee shall have the right to utilize the Leased Premises and any improvements to be located thereon for activities such as one or more of the following: design and engineering services for the aviation industry, or any other use which may be consented to by Lessor, which consent may be granted or withheld in Lessor's reasonable discretion.
- b. The use of the Leased Premises shall at all times comply with all laws, ordinances, orders, regulations and requirements of any governmental authority having jurisdiction.

- c. It is specifically agreed that this Lease Agreement is non-exclusive. Lessor reserves the right to lease other real property at the Delaware Coastal Business Park or the Delaware Coastal Airport for identical or similar uses.
- d. Lessee agrees not to make any unlawful, improper or offensive use of the Leased Premises or to make any use thereof contrary to any law or ordinance now or hereafter enacted or to make any use thereof which endangers any person or property, threatens the insurability of the Leased Premises, or otherwise constitutes a nuisance (in Lessor sole judgment). Further, Lessee agrees to operate its business within the guidelines, requirements and regulations of all government and regulatory agencies as these apply to Lessee's business and use. Any notices of the Lessee's failure to fully comply, or notices that the Lessee's business violates any regulations or standards contained in the regulations of any agency, shall constitute a material breach of this Lease if not cured within permitted time frames set forth in this Lease.
- e. Lessee agrees to promptly open its business and use and occupy the Leased Premises continuously and uninterruptedly in a commercially reasonable manner throughout the term of this Lease and to be open for business during reasonable business hours.
- f. Lessee agrees to operate the Leased Premises for the purposes set forth above during the entire term of this Lease in a prudent, efficient manner and reflecting the standards of a commercially appropriate business based on the permitted uses.
- g. Lessee may not (i) abandon or vacate the Leased Premises without giving notice to the Lessor; (ii) disfigure or deface the Leased Premises or permit any waste, nuisance or unlawful use on or about the Leased Premises; (iii) use the Leased Premises without a Certificate of Occupancy; or (iv) violate any municipal, county, state or federal law, rule, regulation or order.

7. **ADDITIONAL RENT - PAYMENTS, COMMON AREA MAINTENANCE, TAXES AND INSURANCE.**

- a. **Payments.** In the event any installment of Rent, Additional Rent, or any sum due Lessor under this Lease, is not received in full within thirty (30) days from the due date, then Lessee shall pay to Lessor a late administration fee equal to five percent (5%) of such overdue amount. Further, any Rent, Additional Rent, or other sum past due and owed to the Lessor by the Lessee under this Lease shall be subject to interest at the

rate of eighteen percent (18%) per annum. Any check returned to the Lessor for any sum due to Lessor under this Lease, shall be subject to an additional late fee of ten percent (10%) and an administrative fee of the greater of One Hundred Dollars (\$100.00) or the Lessor's standard administrative fees for similar leases in the Delaware Coastal Business Park. Acceptance of late Rent shall in no way prejudice, waive, modify, or alter any of the rights or remedies which the Lessor may have under this Lease.

- b. **Taxes.** Lessor will pay all general real estate taxes, if any, which may be levied or assessed by any lawful authority against the real property only on the Leased Premises. Lessee agrees to pay any and all taxes and assessments levied or assessed against the improvements constructed on the Leased Premises and all equipment installed therein. Lessee shall make payments directly to the taxing authority when due.
- c. **Maintenance** Lessee shall be responsible for operating, repairing, and maintaining the Building, facilities and all grounds of the Leased Premises (hereinafter "Maintenance"). Maintenance of Leased Premises shall be an all-inclusive term which encompasses, among other things, snow and ice removal of all parking areas and drive aisles, lawn mowing, landscaping, debris and refuse removal from the grounds, etc. If Lessee fails to meet its obligations under this Paragraph, Lessor may perform the necessary work and charge Lessee for the same, which charge shall be deemed as Additional Rent due within thirty (30) days of Lessee's receipt of written notice from Lessor. Lessor shall be responsible for ground maintenance, including lawn mowing and snow and ice removal, along Cedar Creek Avenue up to the edge of the Leased Premises. Lessee shall neither encumber nor obstruct the sidewalks, driveways, yards or entrances, but shall keep and maintain the same in a clean condition, free from debris, trash, refuse, snow and ice. Lessee shall be responsible for all grass cutting and snow removal on the Leased Premises. Grass shall be mowed regularly so as to prevent grass from growing beyond six (6) inches in height. Snow removal from access road to the Building shall be the sole responsibility of Lessee.
- d. **Common Area Maintenance Charges.** Each year, as part of the Sussex County Government's fiscal year and budget process, Lessor shall prepare an estimate of the total cost required to pay for the maintenance, management, operation, repair and replacement of the common area in the Delaware Coastal Business Park, and shall assess fees against Lessee for its proportionate share of the total cost which shall be calculated based on the acreage of Lessee's Leased Premises in proportion to the total combined acreage of all sites available in the Delaware Coastal Business

Park ("Common Area Fees"). The Common Area Fees shall be invoiced to Lessee in August based on costs from the previous July to June and shall be due and payable to Lessor by Lessee within thirty (30) days of Lessee's receipt of Lessor's written invoice. The Common Area Fees shall be deemed Additional Rent hereunder.

8. **TRANSFER TAX:** This transaction is exempt from realty transfer tax.
9. **UTILITIES:** Lessor shall be responsible for extending electric, potable water, sewer and fire suppression facilities to the edge of the Leased Premises. Lessee shall be solely responsible for all permanent utility installation on and from edge of the Leased Premises. Lessee shall pay all one-time charges, for on and/or off-site improvements levied by utility providers including but not limited to: connection fees, tap-in fees, impact fees, hookup fees and deposits, for electricity, potable water, fire suppression, sewer, internet access, telephone and fire alarm land lines, etc. Lessee shall also pay for any and all recurring charges for utility services used or consumed at the Leased Premises during Lessee's use or occupancy thereof. Each year Lessor has the right to levy water usage fees to all tenants of the Delaware Coastal Business Park based on meter readings if desired.
10. **IMPROVEMENTS:**
 - a. **Condition of Leased Premises.** Subject to Lessor's responsibilities referred to herein, Lessee accepts the Leased Premises, including the Building, in "as is" condition and acknowledges that the Leased Premises and the Building are suitable for Lessee's intended use.
 - b. **Intentionally Omitted.**
 - c. **Lessee's Work.** Lessee agrees not to commence any renovations, repairs, or construction until Lessor has approved the Lessee's plans and layout. Lessee shall keep the Leased Premises and the Building free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Lessee. Any work performed by Lessee shall be completed in a good and workman like manner using new construction materials, and Lessee shall obtain all permits required for any such work.
 - d. **Stormwater Management.** Lessee shall meet all stormwater and water quality requirements, rules, laws, regulations, statutes, and ordinances, as may be amended from time-to-time by an authority having jurisdiction over the same, pertaining to the Leased Premises either by use of on-site facilities constructed at Lessee's sole expense or through use of existing

facilities within the Delaware Coastal Business Park subject to Lessor's prior written approval which may be withheld in Lessor's sole discretion.

e. **Construction, Repair, Maintenance and Alteration of Improvements.**

The Leased Premises are being leased with the Building located thereon. Lessee acknowledges that the Building shall be repaired and maintained at Lessee's sole cost and expense, and that Lessee shall maintain any and all improvements on the Leased Premises in good condition and repair during the Lease term. Any improvements or structure of any kind Lessee constructs on the Leased Premises, and any repairs, maintenance and alterations thereto or to the Building, shall be in compliance with all restrictions, conditions, ordinances, laws, regulations, Rules and Regulations, including Lessee's application for and receipt of all required permits and approvals prior to commencement of any work. All fixtures and equipment shall remain Lessee's property except as otherwise stated herein. The Building shall at all times remain property of Lessor. Lessee shall provide Lessor with a copy of all Certificates of Occupancy and Releases of Liens. At the end of the term of the Lease, all improvements to either the Leased Premises or the Building, or both, shall be the Lessor's property.

11. **LIENS:**

- a. **No Authority to Encumber.** Lessee has no authority whatsoever to encumber the Leased Premises, the Building, or any improvements located thereon.
- b. **Mechanic's Liens.** Lessee shall not permit and shall immediately remove any mechanic's liens placed against the Leased Premises which may have resulted from any work performed on Lessee's behalf. Permitting a Mechanic's Lien to be placed against the Leased Premises or the Delaware Coastal Business Park shall be a material default if not removed within thirty (30) days after notice of its entry. Any improvements by Lessee on said Leased Premises shall be constructed at the sole expense of Lessee, and Lessor and its appointed and elected officials, employees, agents, and volunteers shall not be liable in any way for any amount of money arising out of said construction. Before starting construction, Lessee shall have recorded on the public records of Sussex County, Delaware, such legal notice as may be necessary, and in the form attached hereto as Exhibit C, wherein the public is advised that Lessor and its appointed and elected officials, employees, agents, and volunteers are not in any way liable for any claims or obligations for labor and materials on said job, and that the

laborers, material men and subcontractors shall look solely to Lessee for payment and shall not be entitled to place a lien against said demised property. If any mechanic's or materialmen's lien is filed or any claim made on account of labor or other material furnished, alleged to have been furnished or to be furnished to Lessee at the Leased Premises or against Lessor as the owner thereof, in addition to all remedies at law, Lessee shall: (a) pay to Lessor the greater of a fine of \$50.00 per day or the Lessor's standard fine for similar violations in similar leases in the Delaware Coastal Business Park for every day that any such Mechanic's Lien remains shall be due, and (b) within ninety (90) days after written notice from Lessor thereof, either pay or bond the same or procure the discharge thereof in such manner as may be provided by law. Lessee will indemnify Lessor and its appointed and elected officials, employees, agents, and volunteers for its costs, legal fees and expenses in defending any action, suit or proceedings which may be brought thereon or for the enforcement of such lien, or liens and Lessee shall pay any damages and any judgment entered thereon and save harmless and indemnify Lessor and its appointed and elected officials, employees, agents, and volunteers from any claims of damages resulting there from. Failure to do so shall entitle Lessor to resort to remedies as are provided herein in the case of any default of this Lease, in addition to such as are permitted by law.

- c. **Liens.** Any liens placed on property owned by Lessee which are located on the Leased Premises must first be approved by Lessor and Lessor shall have the right, in Lessor's sole discretion, to grant or withhold consent. Lessee shall hold Lessor harmless and without risk with respect to any lien placed on Lessee's equipment or personal property within or about the Leased Premises. Prior to the expiration or earlier termination of this Lease, Lessee shall promptly remove any and all liens including any against any of Lessee's property or equipment, or with advanced written notice to Lessor, remove any such property or equipment from the Leased Premises. Lessor shall assume no risk or responsibility for any lien remaining on the Leased Premises or Lessee's equipment or property and Lessee shall indemnify Lessor from any liability whatsoever. This paragraph shall apply to any work performed by Lessee on or in the Leased Premises during the entire Term of this Lease and any renewal hereof.
- d. **Statutory Lien.** Lessor hereby claims any and all statutory or other liens which it may have upon the equipment, furniture, fixtures, real and personal property of any Lessee or Sub-Lessee placed upon the improvements, and Lessee agrees that Lessor has such a lien to the extent provided by statute or otherwise. Lessor may, at Lessor's reasonable discretion, subordinate its

lien right to the lien of any mortgage, deed of trust, or security instrument given by Lessee for the renovation of the improvements and purchase of the equipment, furniture, fixtures and personal property placed upon the Leased Premises. Lessee shall furnish the Lessor with copies of all such security instruments.

12. **INSURANCE**: Lessee shall secure and maintain, at its own expense, the following required insurance coverages:

- a. **Commercial General Liability Insurance** - Lessee shall secure and maintain, at its own expense, commercial general liability insurance that insures against bodily injury, property damage, personal and advertising injury claims arising from Lessee's occupancy of the Leased Premises or operations incidental thereto. The minimum limits of liability for this insurance are as follows:

- (1) \$1,000,000.00 combined single limit – each occurrence
- (2) \$1,000,000.00 combined single limit – personal and advertising injury
- (3) \$2,000,000.00 combined single limit – general aggregate
- (4) \$1,000,000.00 combined single limit – products / completed operations aggregate

Such insurance shall be endorsed to name Lessor and its appointed and elected officials, employees, agents and authorized volunteers as additional insureds on a primary and non-contributory basis, with respect to liability arising out of or in connection with Lessee's occupancy of the Leased Premises or operations incidental thereto under this Lease Agreement. Certificates of insurance shall be delivered prior to occupancy and annually thereafter to Lessor and the Office of Economic Development, Sussex County Delaware.

- b. **Business Auto Liability Insurance** - Lessee shall secure and maintain, at its own expense business auto liability insurance with a minimum combined single limit of \$1,000,000 per accident and including coverage for bodily injury and property damage claims arising out of the maintenance, use or operation of any auto and contractual liability protection for bodily injury and property damage claims assumed under this Lease Agreement.
- c. **Workers' Compensation & Employers' Liability** - Lessee shall secure and maintain, at its own expense, workers' compensation insurance and employers' liability insurance. The workers' compensation insurance must satisfy Lessee's workers' compensation obligation to its employees in Delaware under State or Federal law. Employers' liability insurance must be

secured with minimum limits of \$100,000.00 for bodily injury by accident, \$100,000.00 each employee for bodily injury by disease, and a \$500,000.00 policy limit for bodily injury disease. To the fullest extent permitted by law, Lessee's workers' compensation and employers' liability insurer shall not hold any right of subrogation against Lessor, and its appointed and elected officials, employees, agents, and volunteers. Lessee shall advise its insurer(s) of the foregoing and such waiver shall be permitted under any workers' compensation and employers' liability insurance policies maintained by Lessee.

- d. **Property and Business Income Insurance** - Lessee shall secure and maintain, at its own expense, all risk (special form) property insurance that insures against direct physical loss of or damage to the Building and Lessee's personal property including Lessee's improvements, fixtures, equipment and materials located in or on the Leased Premises, on a replacement cost valuation basis, with limits not less than 100% of the insurable replacement cost of all such property. Lessee shall also secure, at its own expense, all risk (special form) business income and extra expense insurance in amounts satisfactory to protect its interests as a result of direct physical loss of or damage to Lessee's covered property located on the Leased Premises. Lessor shall be an insured on Lessee's property and business income insurance as its interests may appear, in amounts sufficient to protect Lessor's interests.
- e. **Waiver of Subrogation** - To the fullest extent permitted by law, Lessee waives any right of recovery from Lessor, and its appointed and elected officials, employees, agents, and volunteers, for any loss, damage or injury to Lessee's property located on the Leased Premises (or resulting loss of income or extra expense), by reason of any peril required to be insured against under this Lease. To the fullest extent permitted by law, Lessee's property insurer shall not hold any right of subrogation against Lessor, and its appointed and elected officials, employees, agents, and volunteers. Lessee shall advise its insurer(s) of the foregoing and such waiver shall be permitted under any property and/or business income and extra expense insurance policies maintained by Lessee. Any deductible amount(s) selected by Lessee shall be the sole responsibility of Lessee.
- f. **Umbrella Excess Liability or Excess Liability Insurance** – Lessee shall secure and maintain, at its own expense, umbrella excess liability or excess liability insurance with minimum limits of \$4,000,000 combined single limit - each occurrence and \$4,000,000 combined single limit – aggregates. This insurance shall include the insurance specified in Paragraphs 12(c), 12(d) (Employers' Liability Insurance only) and 12(e) as underlying insurance. This

insurance shall follow form with the coverage provisions, including who is an insured, required for underlying insurance.

- g. **Pollution Liability Insurance** – Lessee shall secure and maintain, at its own expense, pollution liability insurance that insures claims for pollution and remediation legal liability arising out of or in connection with the Lessee's occupancy of the Leased Premises. The minimum limits of liability for this insurance are \$1,000,000 each pollution condition and \$1,000,000 annual aggregate. This insurance shall name Lessor, and its appointed and elected officials, employees, agents, and volunteers as additional insureds on a primary and non-contributory basis. The endorsement(s) evidencing the required additional insured status must be submitted in conjunction with certificates of insurance furnished to Lessor. Lessee must continue to maintain such insurance, covering incidents occurring or claims made, for a period of three (3) years after termination of this Agreement.
- h. **Evidence of Insurance / Insurers** - Lessee shall furnish certificates of insurance, acceptable to Lessor, to the Manager, Airport and Business Park Operations, Sussex County, Delaware evidencing all policies required above at execution of this Agreement and prior to each renewal thereafter. Such insurance shall be written with insurers allowed to do business in Delaware, with a Best's Financial Strength Rating of "A-" or better, and a Financial Size Category of "Class VII" or better in the latest evaluation of the A.M. Best Company, unless otherwise approved by the Lessor. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation or non-renewal in coverage until sixty (60) days prior written notice has been given to Lessor. Therefore, a copy of the endorsements to the required policies that confirm additional insured status and the insurer is obligated to send notice to Lessor as required herein, must accompany all certificates of insurance. Liability policies required herein (other than pollution liability) may not be written on a "claims made" basis without the prior written approval of Lessor. If Lessee shall fail, refuse or neglect to secure and maintain any insurance required of Lessee or to furnish satisfactory evidence of insurance, premiums paid by Lessor shall be recoverable by Lessor from Lessee, together with interest thereon, as additional rent promptly upon being billed therefore.
- i. All policy limits as stated herein shall be adjusted every five (5) years in accordance with increases in the consumer price index to levels satisfactory to Lessor.
- j. **Hold Harmless Agreement** – To the fullest extent permitted by law, Lessee agrees to indemnify and hold harmless Lessor and its appointed and elected

officials, employees, agents and authorized volunteers against all claims, damages, liabilities, or costs including reasonable attorney fees and defense costs, to the extent resulting from the negligence acts, omissions or willful misconduct of the Lessee in connection with this Lease Agreement.

13. **ENTRY BY LESSOR AND AGENTS.** At any and all reasonable times during the term of this Lease, Lessor and Lessor's duly authorized agent or agents shall have the right to enter the Leased Premises for the following purposes:
- a. To inspect the Leased Premises in the event of an emergency; and
 - b. To effect Lessee's compliance with any rule or regulation adopted by Lessor, or to effect Lessee's compliance with any restriction, covenant, law, ordinance, order or regulation of Lessor, including, but not limited to, the existence and validity of permits or other approvals for any work or activity being performed on the Leased Premises.

Lessor shall provide Lessee with at least twenty-four (24) hours advance written notice prior to entering the premises unless such notice has been waived by Lessee. Lessor will use its best efforts to inspect the premises at a time and in a manner that minimizes any interference with Lessee's business operations being conducted on the premises.

14. **LESSEE TO INDEMNIFY LESSOR.** Lessee hereby releases Lessor from any and all liability and shall hold Lessor harmless, defend and indemnify Lessor for any and all liability, claims, causes of action, damage and loss or any kind whatsoever, including but not limited to attorneys' fees and costs, for injuries sustained by any person or persons in or upon the Leased Premises (including death) or injuries to property (real or personal), unless the basis for the cause of action solely relates to the willful or negligent actions of the Lessor, its employees and agents. For purposes of this provision, "Lessor" shall include its appointed and elected officials, employees, agents, and volunteers.

15. **EXPIRATION OF LEASE TERM.**

- a. Unless this Lease is renewed pursuant to Paragraph 4 hereof, at the expiration of the Lease term, Lessee shall peaceably surrender and yield to Lessor, its successors or assigns, the Leased Premises; provided, however, that Lessee shall be responsible for any damage to the Leased Premises not covered by Lessor's insurance if such damage is caused by fire or other casualty resulting from the negligence, accidental conduct or tortuous conduct of Lessee or Lessee's employees, licensees or invitees, ordinary wear and tear excepted.

- b. Lessee may not allow any liens to be placed against any of Lessee's equipment or the improvements remaining in, about or upon the Leased Premises. Lessee agrees to defend and hold Lessor harmless against any claim, liability or loss that may result for any reason from any lien. Lessor shall have the absolute right to dispose, remove or to retain any equipment not removed from the Leased Premises at the termination or expiration of this Lease, surrender or abandonment of the Leased Premises and shall not be bound or subject to any risk, cost or liability from liens Lessee has permitted to be attached thereto. At the termination of this Lease, the improvements erected on the Leased Premises and any fixtures which are a part thereof which cannot be removed without substantial damage to said improvements, shall remain a part to the Leased Premises and shall be the property of the Lessor. Any trade fixtures which were installed on the Leased Premises by Lessee and which are removable without substantial damage to the improvements shall remain the property of the Lessee, provided that Lessee shall promptly repair any damage to the improvements on the Leased Premises caused by their removal and that Lessee is not in default of any covenant or agreement contained in this Lease Agreement; otherwise such trade fixtures shall not be removed and Lessor shall have a lien thereon to secure itself on account of its claims.
 - c. If the Lessee shall default in surrendering the Leased Premises upon the expiration or earlier termination of this Lease, the Lessee shall be deemed to be "Holding Over" without Lessor's consent and Lessee shall be liable to Lessor for all costs, losses, claims or liabilities (including attorneys' fees) that Lessor may incur as a result of Lessee's failure to surrender the Leased Premises.
- 16. **QUIET ENJOYMENT**. Lessor covenants and agrees that, so long as Lessee shall not be in default under any of the terms and conditions of this Lease, Lessee shall lawfully and quietly hold, occupy and enjoy the Leased Premises during the term of this Lease without hindrance or molestation from Lessor, or any person or persons claiming under Lessor wherein Lessor shall have previous knowledge of any actions.
- 17. **SIGNS**. Prior to installation, Lessee shall submit sign proposals to Lessor for Lessor's approval and consent as to the size, height, type, and location of any on premise sign Lessee seeks to install, such approval not to be unreasonably withheld. Electronic Messaging Centers shall be prohibited. Any sign, device, fixture or other attachment permitted to be installed by Lessee hereunder, shall be installed by Lessee at its own expense and in accordance with the Rules and

Regulations attached hereto, all governmental rules, regulations, ordinances, laws and requirements and Lessee shall obtain any and all required permits. Lessee shall be responsible for any damage resulting from the installation or removal of any such sign, device, fixture or other attachment. Lessee shall keep its sign lighted at such reasonable times as Lessor may require under its Rules and Regulations, or as may be required by ordinance, law or regulation of any governing authority. Lessee shall maintain its sign and keep it in good repair during the term of this Lease. Upon the expiration or earlier termination of this Lease or Lessor's right to possession of the Leased Premises in accordance with this Lease, Lessee shall, at Lessee's sole cost and expense, remove any signage and restore and repair that portion of the Leased Premises affected by the installation or removal of the signage to the condition satisfactory to Lessor.

18. **DEFAULT.**

- a. **Events of Default.** The occurrence of one or more of the following events shall constitute an event of default (each being referred to as an "Event of Default") pursuant to the terms of this Lease:
 - i. Lessee fails to pay when due any and all monies due hereunder, including, but not limited to Rent, Additional Rent, and/or any other sums due Lessor by Lessee, and such failure continues more than thirty (30) days after receipt by Lessee of Lessor's written notice of such failure; or
 - ii. Failure by Lessee to secure required insurance pursuant to Paragraph 13 of this Lease, or to cause renewals to be written and policies or copies thereof to be delivered to Lessor at least ten (10) days before the respective expiration thereof; or
 - iii. The failure of Lessee to comply with or to observe any other terms, provisions or conditions of this Lease performable by Lessee to Lessor's satisfaction, including, but not limited to, compliance with the Rules and Regulations, maintenance, removal, repairs and replacements, and such failure continues after Lessor gives Lessee written notice that Lessee has thirty (30) days to cure the default. If such default cannot reasonably be cured within the thirty (30) day period, Lessee shall be permitted such additional time as is needed to cure the same so long as Lessee has notified Lessor and Lessee has commenced its actions to cure within such thirty (30) day period and such cure thereafter is continuously and diligently undertaken and pursued by Lessee (or its mortgagee) and prosecuted to completion, but in no event longer than ninety (90) days, unless the cure involves repairing or correcting any structural issues

where the cure time frame shall be a commercially reasonable time frame;

- iv. The dissolution or liquidation of Lessee or the filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift or bond (if legally permissible) any execution, garnishment or attachment of such consequences as will impair its ability to carry on its operation, or the commission by Lessee of any act of bankruptcy, or adjudication of Lessee as bankrupt or assignment by Lessee for the benefit of its creditors, or the entry by Lessee into an agreement of composition with its creditors, or the approval by a Court of competent jurisdiction of a petition applicable to Lessee in any proceedings for its reorganization instituted under the provisions of the Federal Bankruptcy Statutes, as amended, or under any similar act which may hereafter be enacted. The term "dissolution or liquidation of the Lessee", as used in this subsection, shall not be construed to include the cessation of the corporate existence of Lessee resulting from a merger or consolidation of Lessee into or with another corporation or of a dissolution or liquidation of Lessee following a transfer of all or substantially all its assets as an entirety; or
 - v. Failure by Lessee to abide by any laws, statutes, rules, or regulations relating to the Leased Premises or the Delaware Coastal Airport and Delaware Coastal Business Park, which failure continues for a period of thirty (30) days after Lessee's receipt of notice by mail that the violation referred to in such notice has not been corrected;
 - vi. Lessee shall abandon the Leased Premises or suffer the Leased Premises to become vacant or deserted;
 - vii. Lessee shall remove or caused to be removed from the Leased Premises Lessee's fixtures, machines, or equipment without Lessor's prior written consent; or
 - viii. Failure by Lessee to cure immediately after receipt of notice from Lessor, any hazardous condition which Lessee has created in violation of law or this Lease.
- b. **Lessor's Remedies.** In the event Lessee has an Event of Default that has not been cured within the permitted time periods, the Lessor shall have all of the rights and remedies permitted by law, in equity, by statute and otherwise, including, without limitation, the following:

- i. **Terminate Lease.** Lessor may terminate this Lease, in which event, Lessee shall remove all personal property from the Leased Premises within sixty (60) days after termination. If Lessee fails to timely remove said personal property, Lessee will be deemed to have abandoned the property, and title for which shall revert to Lessor, and at Lessor's option, Lessor may remove the property. Lessee agrees to pay Lessor the cost of removing the personal property.
- ii. **Enter and Cure Default.** If Lessee defaults in the performance of any of its obligations under the provisions of this Lease and if such default shall continue beyond the time periods set forth herein for curing such default, then Lessor may, at its option, enter upon the Leased Premises without terminating this Lease and without being liable to prosecution or for any claim of damages, and do whatever Lessee is obligated to do under the terms of this Lease or otherwise cure any default by removal (including removal of the Improvements), repair or replacement, and cure any such default on behalf of Lessee, and any sums expended by Lessor in the performance of any such obligation of Lessee shall be repaid as Additional Rent, by Lessee to Lessor immediately upon demand, together with interest thereon, at the interest rate of eighteen percent (18%) per annum beginning from the date any such expense was incurred by Lessor. In the event that Lessor determines, in Lessor's reasonable judgment, that it is in best interest of the Lessor for Lessor to complete or perform any of Lessee's obligations under this Lease, Lessor reserves the right to complete or perform any such obligation at Lessee's cost and liability, no written notice being required. This shall not be permitted until the expiration of the time frames in Paragraph 19(a) above.
- iii. **Surrender of Premises.** Upon termination of this Lease for any reason or upon termination of Lessee's right of possession, as provided above, Lessee shall promptly surrender possession to Lessor and vacate the Leased Premises, and Lessor may re-enter the Leased Premises without further notice to Lessee and repossess the Leased Premises by force, summary of proceedings, ejectment or otherwise. Lessor may also dispossess or remove Lessee and all other persons and property from the Leased Premises, and Lessor shall have, hold and enjoy the Leased Premises and the right to receive all rental income therefrom.
- iv. **Re-letting.** At any time after the expiration of Lessee's possessory right to the Leased Premises, Lessor may re-let the Leased Premises, or any part thereof, in the name of Lessor or otherwise for such term (which may be greater or less than the period which would otherwise have constituted

the balance of the term of the Lease) and on such conditions (which may include concession or free rent) as Lessor, in its sole and absolute discretion, may determine, and Lessor may collect and receive the rental therefrom which will serve to mitigate the damages due from Lessee. Lessor shall in no way be responsible or liable to Lessee for any failure to re-let the Leased Premises or any part thereof or for any failure to collect any rent due upon such re-letting, and Lessee's liability shall not be affected or diminished in any respect by such failure. In the event Lessor re-lets the Leased Premises at a rental higher than that due from Lessee under the provisions hereof, Lessee shall not be entitled to share in any excess. Lessor, at its option, may make such alterations, repairs and changes to the Leased Premises as Lessor, in its sole judgment, considers advisable or necessary for the purpose of re-letting the Leased Premises, and the making of such alterations, repairs and changes shall not operate or be construed to release Lessee from liability.

- c. **Lessee's Obligation.** The expiration of Lessee's right to possession of the Leased Premises shall not relieve Lessee of its liabilities hereunder, and the obligations created under this Lease shall survive any such expiration. In the event of such expiration, whether or not the Leased Premises or any part thereof shall have been re- let, Lessee shall pay to Lessor all Rent and Additional Rent required to be paid by Lessee up to the time of such expiration; and thereafter, Lessee, until the end of the term of this Lease, shall be liable to Lessor and shall pay to Lessor, as and for liquidated and agreed current damages for Lessee's default(s), the equivalent of the amount of the Rent and Additional Rent which would be payable under this Lease by Lessee if Lessee were still in possession less the net proceeds of any re-letting effected pursuant to the provisions of Section (d) of this paragraph after deducting all of Lessor's expenses in connection with such re-letting including, without limitation, all repossession costs, brokerage commissions, legal expenses, reasonable attorney's fees actually incurred, alteration and repair costs and expenses of preparation for such re-letting.
- d. **Current Damages.** Lessee shall pay such current damages ("Deficiency") to Lessor in a timely manner when due under the terms of this Lease, and Lessor shall be entitled to recover from Lessee each Deficiency as such Deficiency shall arise. At any time after the expiration of Lessee's possessory right to the Leased Premises, Lessor, at its option, may demand as and for liquidated and agreed final damages for Lessee's default(s), and Lessee shall pay to Lessor an amount equal to the difference between the Rent and Additional Rent payable hereunder for the unexpired portion of the Lease Term and then fair and reasonable rental value of the Leased

Premises for the same period. Lessee shall also pay to Lessor all of Lessor's expenses incurred in connection with any re-letting including, without limitation, all repossession costs, brokerage commissions, legal expenses actually incurred of preparation for re-letting. If the Leased Premises or any part thereof is re-let by Lessor for the unexpired term of this Lease Agreement or any part thereof, the amount of rent payable upon such re-letting shall be deemed to be the fair and reasonable rental value for the part or the whole of the Leased Premises re-let. Nothing herein contained shall limit or prejudice the right of Lessor to prove and obtain as damages, by reason of any default by Lessee, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when such damages are to be proved.

- e. **Deficiency**. Any suit brought to collect the amount of the deficiency for any month shall not prejudice the right of Lessor to collect the deficiency for any subsequent month by a similar action.
- f. **Lessor's Right**. Any action taken by Lessor under this Paragraph shall not operate as a waiver of any right Lessor would otherwise have against Lessee for breach of this Lease, and Lessee shall remain liable to Lessor for any damages suffered by reason of Lessee's default or breach of this Lease. Lessor shall also be entitled to enjoin any breach or threatened breach by Lessee of any of the covenants and conditions of this Lease; and in the event of such breach, Lessor shall have all rights and remedies allowed at law and equity by statute or otherwise. Any and all remedies provided for herein are considered cumulative and not exclusive.
- g. **Waiver of Jury Trial**. TO THE EXTENT PERMITTED BY LAW, IT IS MUTUALLY AGREED BY AND BETWEEN LESSOR AND LESSEE THAT THE RESPECTIVE PARTIES HERETO SHALL, AND THEY DO HEREBY, WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BETWEEN THE PARTIES HERETO OR THEIR SUCCESSORS OR ASSIGNS ON ANY MATTERS ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS LEASE AGREEMENT, THE RELATIONSHIP OF LESSOR AND LESSEE, AND/OR LESSEE'S USE OF, OR OCCUPANCY OF, THE LEASED PREMISES AND ANY CLAIM OR INJURY OR DAMAGES RELATING THERETO. IN ANY EVICTION PROCEEDING ARISING OUT OF A DEFAULT BY LESSEE, LESSOR AND LESSEE CONSENT TO AN EXPEDITED OR SUMMARY PROCEEDING TO THE EXTENT AVAILABLE UNDER APPLICABLE LAW.

19. **EMINENT DOMAIN.** The Lessor agrees not to take the Leased Premises by Eminent Domain or similar vehicle to remove the Lessee from the Leased Premises.
20. **CONDEMNATION:** If at any time during the term hereof the whole of the Leased Premises shall be taken for any public or quasi-public use under any statute or by right of eminent domain, then and in such event, when possession shall have been taken of the Leased Premises by the condemning authority, this Lease and all rights of Lessee hereunder shall immediately cease and terminate and the rent shall be apportioned and paid to the time of such termination. If pursuant to the provisions of this article, this Lease Agreement shall have been terminated and if prior to such termination, Lessee shall have made any improvements upon the Leased Premises, Lessor shall be entitled to all of the condemnation proceeds which may be granted with respect to the land and improvements existing on the Leased Premises at the commencement of this Lease; and Lessee shall be entitled to the proceeds of any condemnation awarded on account of the value of any improvements made by Lessee.
21. **PARTIAL CONDEMNATION:** If after commencement of this Lease Agreement only a part of the Leased Premises shall be taken or condemned, Lessor shall be entitled to any award made with respect to the land and any improvements existing on the Leased Premises at the commencement of this Lease and Lessee shall be entitled to any award made for any improvements made by Lessee which are condemned. In the event such condemnation shall leave a portion of the Leased Premises which in Lessee's sole judgment is usable by Lessee, this Lease shall remain in full force and effect, but the Rent herein reserved to Lessor shall be adjusted so that Lessee shall be entitled to a reduction in Rent in the proportion that the value of land taken bears to the value of the entire Leased Premises. If a portion of the Leased Premises is taken or condemned prior to commencement of construction hereunder, the proceeds shall belong solely to Lessor and the rental hereunder shall not be abated. Notwithstanding the foregoing, Lessee shall have the right to terminate this Lease if, in its sole judgment, the Leased Premises have been rendered unsuitable for its purpose.
22. **SUBORDINATION.**
- a. This Lease shall be subject and subordinate to, and may be assigned as security for, any present and future mortgage or deed of trust on or of the Leased Premises and all renewals, modifications, extensions, consolidations or replacements thereof. If requested, Lessee agrees to execute written documents evidencing the subordination of this Lease to, and its assignment as additional security for any mortgage or deed of trust.

If Lessor requires Lessee to execute a Subordination Agreement, preparation of the Subordination Agreement shall be Lessor's sole cost and expense.

- b. In addition, upon request of any mortgagee of the Leased Premises, Lessee will execute and enter into an attornment and non-disturbance agreement with such mortgagee wherein Lessee will agree that, in the event that such mortgage is foreclosed, Lessee will attorn to the mortgagee or other owner of the Property as Lessee's Lessor and the mortgagee or other owner of the Property will, provided Lessee is not in default under the terms of this Lease, recognize the rights of Lessee under the provisions of this Lease and will not disturb the possession of Lessee hereunder.

23. **PROPERTY RIGHTS RESERVED:** This Lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which Lessor acquired the Leased Premises from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in this Lease of said lands from Lessor, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by Lessor pertaining to the Delaware Coastal Airport and the Delaware Coastal Business Park. This Lease is expressly subordinate to the terms and conditions of any grant agreement between Sussex County and the Federal Aviation Administration.

24. **ASSIGNMENT & SUBLETTING.**

- a. Lessee shall not have the right to assign this Lease Agreement or sublet the Leased Premises unless the written consent of Lessor is acquired, which consent may be granted or withheld in Lessor's sole discretion. Lessee shall not assign or sublet the Leased Premises for a use other than as specified in Paragraph 6 above and shall provide Lessor with at least thirty (30) days' prior written notice of any desired assignment or subletting. All assignments and subletting shall require Lessor's prior review and written approval, which Lessor may withhold or grant in its sole discretion. Unless otherwise agreed, such assignment or subletting shall in no way relieve Lessee of any responsibility for the payment of rent or for the performance of any of the other covenants or conditions hereof. Such assignee or Sub-Lessee shall in writing assume all of the obligations to be performed by Lessee hereunder. Lessee agrees to pay for any attorney's fees incurred by Lessor resulting from any sublease or assignment. Lessor reserves the right to require the renegotiation of the terms of the Lease in return for consenting to a sublease or assignment.

- b. If Lessee seeks to sublease the Leased Premises, Lessee shall provide Lessor with information as to the compensation Lessee will receive for the subleased portion of the Leased Premises. If Lessor consents to the sublease, the Base Rent for the Leased Premises shall increase by the greater of the rate of compensation received by Lessee and the New Market Base Rent as hereinafter defined.
- c. Upon Lessee's notification to Lessor of a potential sublease, Lessor shall conduct a market rent analysis to establish the rental value of acreage in the Delaware Coastal Business Park ("the New Market Base Rent"). If Lessor has otherwise conducted a market rent analysis in the Delaware Coastal Business Park within ten (10) years of Lessee's notification to Lessor of a potential assignment or sublease, Lessor may use the results of said analysis to establish the New Market Base Rent instead of conducting a new market rent analysis. Upon receipt of the market rent analysis, Lessor shall provide a copy of the same to Lessee and the value of the property in the Delaware Coastal Business Park as determined by said analysis shall be the rent payable by Lessee for the Leased Premises subject to yearly CPI-U increases thereafter pursuant to Paragraph 4(b) and provided said market rent is greater than the base rent received by Lessee from the subtenant. In no event shall the rent for the subleased portion of the Leased Premises be lower than the Base Rent due from Lessee.
- d. Within thirty (30) days after Lessor gives Lessee notice of the adjusted Rent and Lessee does not object to the same as provided above, then Lessee will pay the adjusted Rent retroactive to the first month of the then-current sublease period. The adjusted Rent will be the yearly Base Rent for the subleased area for the balance of the sublease period. Lessor will give Lessee written notice indicating how the adjusted Rent amount was computed.
- e. If Lessee objects to the analysis as provided in Paragraph 24(c) above, then Lessee shall be free to engage its own commercial appraiser, having no less than five (5) years' full-time commercial appraisal experience in the State of Delaware and an MAI designation to perform at Lessee's expense, the land rental analysis. The appraiser shall have a certified general license by the Delaware Council on Real Estate Appraisers or, if the appraiser is an out-of-state appraiser, the appraiser shall have a temporary license or certificate issued by the Delaware Council on Real Estate Appraisers. The Lessee's appraiser shall provide its written analysis to Lessor within forty-five (45) days of engagement by the Lessee but in no event more than sixty (60) days from the date of Lessee's objection to the analysis as provided in Paragraph

24(c) above. If the Lessor accepts the Lessee's appraiser's analysis, then it shall constitute an accepted adjustment and the New Market Base Rent. If the Lessor objects to the Lessee's appraiser's analysis within thirty (30) days of its receipt of the same and Lessee's appraiser's analysis is within twenty percent (20%) of the Lessor's appraiser's analysis, the results of both appraisals shall be averaged to determine the New Market Base Rent. If the Lessor objects to the Lessee's appraiser's analysis within thirty (30) days of its receipt of the same and the Lessee's appraiser's analysis differs from the Lessor's appraiser's analysis by greater than twenty percent (20%), then Lessor and Lessee agree that their respective appraisers shall mutually select a third appraiser who must meet the qualifications of an appraiser as set forth in this paragraph. If the Lessor's appraiser and the Lessee's appraiser are unable to agree upon the third appraiser, the Lessor shall appoint a third appraiser. The third appraiser shall review the results of both appraisals conducted by the Lessor's appraiser and the Lessee's appraiser and may request a hearing at which both the Lessor's appraiser and the Lessee's appraiser shall provide such additional information and clarification regarding their studies as the third appraiser may request. The third appraiser shall make a final determination of the land rental value based upon the data contained in the two (2) appraisals and any additional information provided by Lessor's appraiser and Lessee's appraiser provided that the third appraiser shall have the right to gather, analyze, and consider additional data as the third appraiser deems appropriate. The decision of the third appraiser regarding the land rental value shall constitute the accepted adjustment and the New Market Base Rent. All fees and expenses associated with the work of the third appraiser shall be split equally and paid by the Lessor and the Lessee. During any period of disagreement between Lessor and Lessee regarding the rent adjustment, Lessee shall be responsible for the payment of the New Market Base Rent as recommended by Lessor's appraiser. Once the disagreement is resolved, any difference between the Base Rent paid and the accepted New Market Base Rent shall be refunded or credited to Lessee (as appropriate).

- f. **Affiliate and Certain Other Transfers.** Notwithstanding anything contained in this Paragraph 24 to the contrary, Lessee may, without the consent of Lessor, assign this Lease or sublease all or any portion of the Premises to:

- (1) an affiliate, franchisor or franchisee of Lessee;
- (2) a person that acquires all or substantially all of the assets or stock of Lessee; or

- (3) an entity resulting from a merger, consolidation or reorganization with Lessee,

provided that (i) such assignee or sublessee assumes the relevant obligations of Lessee under this Lease arising after the date of such assignment or sublease, (ii) Lessee gives Lessor notice of such assignment or sublease no later than five (5) business days thereafter, and (iii) such assignee or sublessee has a net worth equal to or greater than the Lessee as of the time of such assignment. In the event of an assignment of the Lease pursuant to this Section, Lessee shall be released from all of its obligations under this Lease following the date of such assignment. In addition, the sale of stock or other equity interests in Lessee on a public stock exchange (e.g., NYSE or NASDAQ), whether in connection with an initial public offering or thereafter, shall not be deemed an assignment of this Lease and shall not require Lessor's consent.

25. **WAIVER.** Waiver by Lessor of any right or remedy available to it in the event of any default hereunder or any breach by Lessee of the terms and conditions of this Lease shall not constitute a waiver of any succeeding default of the same or other terms and conditions of this Lease.
26. **TRANSFER OF LESSOR'S INTEREST.** Lessor shall be entitled to sell, transfer or otherwise convey its interest in the Leased Premises, and any such sale, transfer or conveyance shall operate to relieve Lessor of any of its obligations and responsibilities hereunder, provided that the purchaser or other transferee of such interest shall expressly assume and agree to perform Lessor's obligations and responsibilities to Lessee hereunder.
27. **RISK OF LOSS FOR IMPROVEMENTS AND PERSONAL PROPERTY.** Lessee agrees that all improvements and personal property located in the Leased Premises shall be and remain at Lessee's sole risk, and Lessor shall not be liable for any damage to or loss of such improvements and personal property unless such damage or loss arises from any acts of negligence or willful misconduct by Lessor nor shall Lessor be liable for any damage to or loss of Lessee's personal property resulting from fire or other casualty, from the leaking of the roof or from the bursting, leaking or overflowing of water and sewer pipes or from malfunctions of the heating, plumbing or electrical systems, or from any other cause whatsoever, except if said damage or loss is caused by the acts or negligence or willful misconduct of Lessor or its agents, servants, employees, etc.
28. **APPLICATION OF PAYMENTS.** Lessor shall have the right in its sole discretion to apply any payments made by Lessee to the satisfaction of any debt or obligation

of Lessee to Lessor regardless of the instructions of Lessee as to the application of any such payment. The acceptance by Lessor of any rental payment by anyone other than Lessee shall not be deemed to constitute an approval of any assignment of this Lease by Lessee.

29. **MEMORANDUM OF LEASE**. This Lease shall be recorded in the Office of the Recorder of Deeds, in and for Sussex County, DE.
30. **NOTICES**. All notices required to be given hereunder shall be sent by registered or certified mail, return receipt requested or by a nationally recognized overnight delivery service with all charges pre-paid and sent to the address as follows:

If intended for Lessor:

Sussex County Administrator
Sussex County Administration
Building 2 The Circle
P.O. Box 589
Georgetown, DE
19947

With a copy to:

J. Everett Moore, Jr., Esquire
Moore & Rutt, P.A.
122 W. Market Street
P.O. Box 554
Georgetown, DE 19947

If intended for Lessee:

Pats, Aircraft, LLC
d/b/a Aloft Aeroarchitects
21652 Nanticoke Avenue
Georgetown, DE 19947

Either party shall be entitled to change the person or address to which notices shall be given hereunder by giving notice to the other party in accordance with the provisions set forth herein.

31. **NO PARTNERSHIP**. The relationship created by this Lease is that of Lessor and Lessee, and nothing in this Lease shall be construed to make Lessor and Lessee partners. Lessee shall have no authority to make any contract or do any act so as to bind Lessor or as to render Lessor or the Leased Premises liable therefore.

32. **PRONOUNS**. All pronouns and any variations thereof used in this Lease shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the context may require. If the Lessor or Lessee be more than one person, these provisions shall be taken to bind and apply to them jointly and severally, or if a corporation, then to its successors and assigns.
33. **COUNTERPARTS; ELECTRONIC SIGNATURES**. This Lease may be executed in two counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Electronic signatures and photocopies or facsimile copies of signatures shall be deemed to have the same force and effect as originals.
34. **BINDING EFFECT**. This Lease shall be binding upon and inure to the benefit of the parties, their respective heirs, successors and assigns.
35. **PARAGRAPH HEADINGS**. Paragraph headings relating to the contents of particular paragraphs have been inserted for the convenience of reference only and shall not be construed as parts of the particular paragraphs to which they refer.
36. **GOVERNING LAW**. This Lease shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of laws principles, and with venue lying in Sussex County. The parties acknowledge and agree that this is a Commercial Lease. Accordingly, this Lease shall NOT be governed by the Delaware Landlord-Tenant Code 25 Del. C., § 5101 et seq.
37. **ENTIRE AGREEMENT**. This Lease constitutes the entire agreement between the parties, and it supersedes any and all prior understandings or commitments concerning the subject matter of this Lease. This Lease shall not be modified or amended except by a written instrument executed by both Lessor and Lessee.
38. **PARTIAL INVALIDITY**. If any provision of this Lease or the application thereof shall to any extent be held invalid, then the remainder of this Lease or the application of such provision other than those as to which it is held invalid shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.
39. **ATTORNEYS' FEES**. Lessee shall pay upon demand all of Lessor's costs, charges, reasonable attorney's fees and expenses, incurred in enforcing Lessee's obligations hereunder or incurred by Lessor in any litigation in which Lessor, without Lessor's fault, becomes involved or concerned by reason of the existence of this Lease or the relationship hereunder of Lessor and Lessee. In addition, Lessee shall bear all costs and expenses incurred by Lessor in connection with

Lessor's review, negotiation, drafting, or any other expenses and fees, including attorney's fees, related to any amendment, sublease, or assignment of this Lease.

40. **EXHAUST AND ODORS.** Lessee shall, at its sole cost and expense, install and maintain adequate equipment for the Leased Premises so as to keep any and all unreasonable odors from entering the Common Areas or other lands of Lessor. Lessee shall not cause or permit any unreasonable odors to emanate from the Leased Premises. In the event Lessor notifies Lessee in writing that unreasonable odors are emanating from the Leased Premises, Lessee shall within five (5) days after such notice from Lessor, commence to install, at its sole cost and expense, any necessary control devices or procedures to eliminate such odors and shall complete such installation as expeditiously as possible proceeding in a good faith manner. In the event that Lessee fails to stop unreasonable odors from emanating from the Leased Premises, Lessor may proceed to cure the odor problem at Lessor's discretion and recover all costs and expenses from Lessee.
41. **CONSTRUCTION; FREELY NEGOTIATED.** Lessee and Lessor acknowledge that they have had their respective counsel review this Lease and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Lease. Lessor and Lessee agree that this Lease has been freely negotiated by both parties.
42. **LESSEE WARRANTY.** Lessee represents and warrants that Lessee is a duly formed Delaware limited liability company registered to do business in Delaware, in good standing and has full power and authority under its operating agreement to enter into this Lease. The Certificate of Good Standing from the State of Delaware and all necessary resolutions shall be provided upon Lessor's requests. Lessee has taken all legal action necessary to carry out the transaction contemplated herein, so that when executed, this Lease constitutes a valid and binding obligation enforceable in accordance with its terms.
43. **LESSOR'S RIGHT OF OFFSET.** Notwithstanding anything contained in this Lease to the contrary, Lessor shall have the absolute right to retain and use any of Lessee's funds or monies in Lessor's possession, no matter what the source of the funds or monies may be, and use any such funds or monies to off-set any payments or outstanding sums owed to Lessor.
44. **HAZARDOUS MATERIALS.** Lessee shall not permit any hazardous materials to be used or stored in the Leased Premises, unless used or stored in full compliance with any State or Federal regulations and shall hold Lessor harmless from any liability and expense from same in accordance with paragraph 15 hereof. Lessee shall comply with all Federal and State regulations related to the handling or

disposal of any materials or byproducts regulated by State or Federal rules, laws or regulations.

45. **TIME OF THE ESSENCE**: Time shall be of the essence for the performance of all terms of this Lease
46. **JOINT AND SEVERAL LIABILITY**: If the Lessee is more than one person or entity, the obligation created by this Lease is intended to be a joint and several obligation of the undersigned.
47. **COMPLIANCE WITH LAWS**: Lessee shall promptly comply with all laws, ordinances, rules, regulations, requirements and directives of the Federal, State and County Government and Public Authorities and of all their departments, bureaus and subdivisions, applicable to and affecting the said premises, their use and occupancy, for the correction, prevention and abatement of nuisances, violations or other grievances in, upon or connected with the said premises, during the term hereof; and shall promptly comply will all orders, regulations and directives of the State Fire Marshal or similar authority and of any insurance companies which have issued or are about to issue policies of insurance covering the said premises and its contents, for the prevention of fire or other casualty, damage or injury, at the Lessee's own cost and expense.
48. **NON-PERFORMANCE BY LESSOR**. This Lease and the obligation of Lessee to pay the Rent hereunder and to comply with the covenants and conditions hereof, shall not be affected, curtailed, impaired or excused because of Lessor's inability to supply any service or material called for herein, by reason of any rule, order, regulation or preemption by any governmental entity, authority, department, agency or subdivision or for any delay which may arise by reason of negotiations for the adjustment of any fire or other casualty loss or because of strikes or other labor trouble or for any cause beyond the control of Lessor.
49. **AIRPORT PROTECTION**:
- a. It shall be a condition of this lease, that Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport.
 - b. Lessee expressly agrees for itself, its successors and assigns, to restrict

the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Title 14, Code of Federal Regulations, Part 77.

- c. Lessee expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

50. **NON-DISCRIMINATION:**

- a. Lessee for its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, creed, sexual orientation, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- b. That in the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the Lease and to re-enter and as if the Lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

51. **ECONOMIC NONDISCRIMINATION.** To the extent Lessee engages in any aeronautical activity for furnishing services to the public at the Delaware Coastal Airport, Lessee shall:

- a. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
- b. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that Lessee may be allowed to make reasonable and

nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

[Signature Pages to Follow]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be duly executed as of the Effective Date (notwithstanding the actual date of execution and deliver hereof).

LESSOR

DATED: _____

By: _____
Douglas B. Hudson, President
Sussex County Council

Attest: _____

STATE OF DELAWARE :
: ss.
COUNTY OF SUSSEX :

BE IT REMEMBERED, That on this _____ day of _____, A. D. 2025, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, Douglas B. Hudson, President of Sussex County Council, a political subdivision of the State of Delaware, party to this Indenture, known to me personally to be such, and acknowledged this indenture to be his act and deed and the act and deed of the said political subdivision; that the signature of the President is in his own proper handwriting; that the seal affixed is the common and corporate seal of the said political subdivision, duly affixed by its authority; and that the act of signing, sealing, acknowledging and delivering the said indenture was first duly authorized by resolution of the members of Sussex County Council.

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

NOTARY PUBLIC

Print Name of Notary Public

My Commission Expires: _____

LESSEE:

Pats Aircraft, LLC
A Delaware limited liability company

Witness

By: _____ (SEAL)

Authorized Member

DATED: _____

STATE OF _____ :
: ss.
COUNTY OF _____:

BE IT REMEMBERED, that on this _____ day of _____, A.D. 2025, personally came before me, a Notary Public for the State and County aforesaid, _____, duly authorized Member of Pats Aircraft, LLC, a limited liability company existing under the laws of the State of Delaware, party to this Indenture, known to me personally to be such and acknowledged this Indenture to be her act and deed and the act and deed of said company, that the signature of the duly authorized Member thereto is in his / her own proper handwriting and the seal affixed is the common and corporate seal of said company, and that his / her act of sealing, executing, acknowledging and delivering said indenture was duly authorized by the Operating Agreement of said company.

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

Notary Public

Print Name of Notary Public

My commission expires: _____

LEGAL DESCRIPTION

ALL that certain lot, piece, and parcel of land situate, lying and being in Georgetown Hundred, Sussex County, Delaware, in the Delaware Coastal Business Park, being Lot 24:

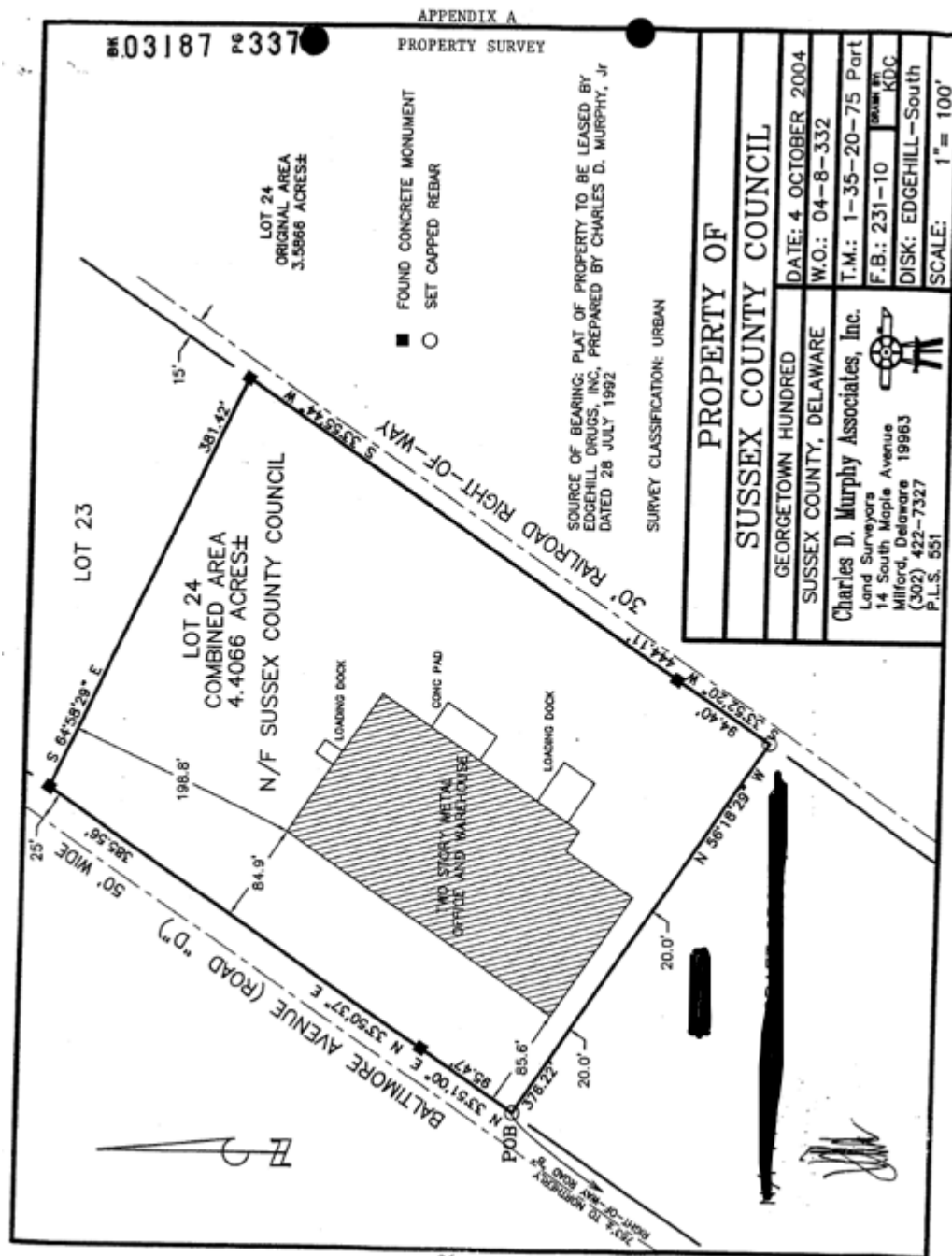


EXHIBIT B

RULES AND REGULATIONS

The Rules and Regulations entitled, "Delaware Coastal Business Park Rules, Regulations and Restrictions," shall remain in effect for the duration of this Lease unless amended in a writing executed by both parties.

The Lessee agrees as follows:

DELAWARE COASTAL BUSINESS PARK RULES, REGULATIONS AND RESTRICTIONS

I. PURPOSE

The purpose of the Delaware Coastal Business Park shall be to provide locations for the development of light to moderate industrial manufacturing, warehousing, wholesale and limited research establishments which, because of their type and nature, would be compatible with or adjacent to residential areas while still providing attractive landscaping, and a better working environment. The emphasis will be on employment rather than warehouse space. Also, the purpose is to provide guidelines and performance standards, which will control and confine any offensive features (i.e., noise, vibration, heat, smoke, glare, dust, objectionable odors, toxic wastes or unsightly storage) to the confines of the premises and within enclosed buildings or within a visually enclosed space.

II. LAND USE CRITERIA

1. Permitted uses. Permitted uses shall be as follows:

- a. Manufacturing, assembling, converting, altering, finishing, cleaning, cooking, baking or any other type of manufacturing or industrial processing of any goods, materials, products, instruments, appliances and devices, provided that the fuel or power supply shall be of an approved type. Also included shall be all incidental clinics, offices and cafeterias for the exclusive use of in-house staff and employees.
- b. Research, design, testing and development laboratories.
- c. Printing, publishing, binding, packaging, storage and warehousing.
- d. Business, medical, professional or administrative offices.

- e. Municipal and public services and facilities, such as utility supply areas (i.e., water, sewer and electric), distribution facilities and substations.
- f. Heating, ventilating, cooling and refrigeration manufacturing.
- g. General light industrial, manufacturing, warehousing and storage uses, including enclosed storage of products, materials and vehicles, and including the following uses and any similar uses which are not likely to create any more offensive noise, vibration, dust, heat, smoke, odor, glare or other objectionable influences than the minimum amount normally resulting from other uses listed, such listed uses being generally wholesale establishments, service industries and light industries that manufacture, process, assemble, store and distribute goods and materials and are, in general, dependent on raw materials refined elsewhere, and manufacture, compounding, processing, packaging or treatment, as specified, of the following products or similar products:

Agricultural, business, commercial or office uses permitted in any business or commercial district; and

Medical and dental equipment, drafting, optical and musical instruments, watches, clocks, toys, games and electrical or electronic apparatus.

- h. Wholesale merchandising or storage warehouses, provided that such uses are not objectionable by reason of odor, dust, noise or similar factors.
- i. Telephone central offices, provided that all storage of materials, all repair facilities and all housing of repair crews are within a completely enclosed area.
- j. Data centers.

All uses must be conducted within a completely enclosed building. There shall be no open storage of raw, in process or finished products, supplies or waste material, except that these items shall be shielded from public view by a landscaped screen that may include a fence or wall.

2. Prohibited Land Use:

- a. No operation or uses shall be permitted or maintained which causes or produces any of the following effects discernible outside the site or affecting any adjacent property:
 - (1) Noise or sound that is objectionable because of its volume, duration, intermittent beat, frequency or shrillness;
 - (2) Smoke;

- (3) Noxious, toxic or corrosive fumes or gases;
 - (4) Obnoxious odors;
 - (5) Dust, dirt, or fly ash; and
 - (6) Unusual fire or explosive hazards.
- b. The operation and use of drilling for and removal of oil, gas, or other hydrocarbon substances on any property subject to these Covenants shall not be permitted without the prior written consent of Sussex County.
 - c. The following operations and uses are expressly prohibited on all property subject to these Covenants:
 - (1) Residences, including trailer courts.
 - (2) Manufacturing uses involving production of the following products from raw materials: asphalt, cement, charcoal and fuel briquettes; chemicals; aniline dyes, ammonia, carbide, caustic soda, cellulose, chlorine, carbon black and bone black, creosote, hydrogen and oxygen, industrial alcohol, nitrates (both natural and manufactured) of an explosive nature, potash, petro chemical, pyroxylin, rayon yarn and hydrochloric, nitric, picric, phosphoric and sulfuric acids; coal, coke and tar products, including gas manufacturing, explosives, fertilizers, glue and size (animal); linoleum and oil cloth, matches, paint, varnishes and turpentine; rubber (natural and synthetic); and soaps, including fat rendering.
 - (3) Dumps, junkyards, automobile salvage and dismantling plants/yards, storage areas or operations for the storage or resale of used automobile or other machine parts.
 - (4) Operations involving slaughterhouses, stockyards or slag piles.
 - (5) Storage of explosives and bulk or wholesale storage of gasoline above ground.
 - (6) Quarries, stone crushers, screening plants and all associated uses.
 - (7) The following processes: refining, smelting and alloying of iron, tin, zinc and other metal or metal ores; refining petroleum products such as gasoline, kerosene, naphtha and lubricating oil; and reduction and processing of wood pulp and fiber, including paper mill operations.
 - (8) Drilling for the removal of any hydrocarbon substances.

- (9) Fertilizer or Compost Facilities.
- (10) Commercial Excavation of Building or Construction Materials.
- (11) Distillation of Bones.
- (12) Dumping, Disposal, Incineration, or Reduction of Garbage, Sewage, Offal, Dead Animals or Refuse.
- (13) Animals of any kind including the Raising of Pets or Livestock or other animals.

3. No Immoral of Unlawful Use.

No immoral, improper, offensive or unlawful use shall be made of the Property nor any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed and followed at all times.

III. SPACE ALLOCATIONS AND DIMENSIONAL STANDARDS

1. Building-to-Land Ratio:

The ratio of building coverage (building structure only) to the Site area will be subject to the review and approval of Sussex County.

2. Setbacks:

The placement of any structure or improvement and the distance to a property line on any Site will be subject to the review and approval of Sussex County.

3. Exceptions to Setback Limitations:

Any exception to a setback limitation, including Roof overhang, steps, walks, and access drives from the street, paving and associated curbing, and landscaping will be subject to the review and approval of Sussex County.

4. Off-Street Parking Areas:

Off-street parking will be subject to the review and approval of Sussex County and shall be in compliance with Sussex County Zoning Code, Article XXII. Off-Street Parking, §115-162, *et. seq.*

5. Off-Street Loading Areas:

Off-street loading will be subject to the review and approval of Sussex County and shall be in compliance with Sussex County Zoning Code, Article XXIII. Off-Street Loading, §115-167, *et. seq.*

IV. ARCHITECTURAL AND AESTHETIC STANDARDS

1. Landscaping and Limitations on Cutting Natural Growth:

- a. Every site on which a building shall have been placed shall be landscaped according to plans approved by Sussex County as specified herein and maintained thereafter in a slightly and well-kept condition.
- b. Any part or portion of the Site which is not used for buildings, other structures, loading or parking spaces and aisles, sidewalks are designated storage areas shall be planted with an all-season ground cover and shall be landscaped with trees and shrubs in accordance with an overall landscape plan and shall be in keeping with natural surroundings. A replacement program for non-surviving plants should be included.
- c. The Site Lessee, lessee or occupant shall landscape and maintain unpaved areas between the property lines and the building. The area between paved streets and the setback lines shall be used exclusively for landscaping except for walks and driveways crossing the required landscape area.
- d. The Site Lessee, lessee or occupant shall provide hose bibs in the vicinity of the landscaped areas on improved properties.
- e. Landscaping as approved by Sussex County shall be installed within ninety (90) days of occupancy or completion of the building, whichever occurs first, or as soon as weather will allow if such period falls within winter months.
- f. The Lessee or occupant of any Site shall at all times keep the landscaping in good order and condition. Should the Lessee or occupant of any Site fail to remedy and deficiency in the maintenance of the landscaping within twenty (20) days after written notification, Sussex County hereby expressly reserves the right, privilege and license and license to make any and all corrections or improvements in landscape maintenance at the expense of the Site Lessee.
- g. The Site Lessee shall preserve as much of the natural growth on a Site as practically possible. Special care should be exercised during any construction so that existing trees are not damaged.
- h. The plot plan must show a satisfactory method of irrigating all planted areas. This may be either by a permanent water system or by hose.

- i. Building interior ceiling height must be a minimum of 20 ft., floor to outside walls.

2. Exterior Construction, Permitted Materials, Prohibited Materials, Approved Construction Methods, Design:

- a. Any building erected on a Site will be subject to the review and approval of Sussex County and shall conform to the following construction practices and meet the Sussex County Building Code in effect at the time.

- (1) Exterior front and side walls must be finished on the exterior with the following:

- (a) architectural masonry units, (excluding concrete block and cinder block);
- (b) natural stone;
- (c) precast concrete with prior approval by Sussex County.
- (d) steel;
- (e) aluminum;
- (f) glass materials; or
- (g) their equivalent as approved by Sussex County. Rear exterior walls may be block masonry as defined below.

Minimum standards shall require that thirty (30) percent of the front building exterior and any front lots abutting Park Avenue be approved masonry finish as defined above. Side building walls facing interior park roadways must also have a minimum of thirty (30) percent of approved masonry finish. A masonry block wall (i.e., concrete or cinder block) may be used for a rear building wall only, if the masonry block wall is appropriately painted and meets the approval of Sussex County. These requirements also apply to any accessory building other than temporary structures as defined in paragraph 2 below.

Finish building material shall be applied to all sides of a building, which are visible to the general public as well as from neighboring property and streets. Colors shall be harmonious and compatible with colors of the natural surroundings and other adjacent buildings. Any exception to the exterior construction standards, methods, or design shall be subject to the review and approval of Sussex County.

- (2) Temporary Improvements – No temporary improvements of a temporary nature, including trailers, incomplete buildings, tents or shacks shall be permitted on the Property. Temporary improvements used solely in connection with the construction or sales of permanent approved improvements may be permitted provided they are located as inconspicuously as possible and are removed immediately after completion of such construction.

3. Signs:

Plans and specifications for the construction, installation, or alterations of all outdoor signs including traffic or directional signs shall be first submitted to and have the written approval of Sussex County.

The following signs shall be permitted:

- a. Those identifying the name of the person or firm occupying the Site subject to the following criteria:
 - (1) Signs shall be limited to one (1) per Site. Each sign may be lighted but shall not exceed thirty-two (32) square feet in size.
 - (2) Electronic Messaging Centers shall be prohibited.
 - (3) All signs mounted on a building must identify the primary company name only and shall not be an advertising vehicle. Generally, an identifying sign may be mounted on one wall except that, at the discretion of Sussex County, a smaller sign or logo may be permitted on another exposure.
 - (4) Logos: A logo for a single or multi-line sign, or a logo to be mounted separately, must be sized with the total sign area allowed.
 - (5) No logos or other signs may be mounted so as to project above the roofline of any facility nor can same be ground mounted under any circumstances.
 - (6) Prior to installation of a sign on any Site, Lessee shall submit sign proposals to Sussex County for its approval and consent as to the size, height, type, and location of any on premise sign Lessee seeks to install. Final approval will be based on reasonable architectural standards and overall balance as same applies to identification displays. It should also be understood that Sussex County must approve the manner in which the sign is constructed, lighted and mounted.
 - (7) All Lessees shall maintain its sign and keep it in good repair during the term of its Lease. Lessee shall be responsible for any damage resulting from the installation or removal of any such sign, device, fixture or other attachment.
 - (8) Lessee shall keep its sign lighted at such reasonable times as Lessor may require under these Rules and Regulations, and as may be amended from time to time.
 - (9) Upon the expiration or termination of any Site Lease or the Site Lessee's right to possession of the Site, or the Site Lessee's vacation of the Site,

Lessee shall, at Lessee's sole cost and expense, remove any signage and restore and repair that portion of the Site affected by the installation or removal of the signage to the condition satisfactory to Sussex County.

4. Outdoor Storage:

- a. Unless specifically approved by Sussex County in writing, no materials, supplies or equipment (including company owned or operated vehicles) including but not limited to trash and garbage receptacles, shall be stored in any area on a Site except inside a closed building, or behind a visual barrier screening such areas from the view of adjoining properties and/or public street.
- b. Screening of Service Containers: Garbage and refuse containers shall be concealed by means of a screening wall of material similar to and compatible with that of the building. These elements shall be integral with the concept of the building plan, be designed so as not to attract attention, and shall be located in the most inconspicuous manner possible. Unless specifically approved by Sussex County in writing, no materials, supplies or equipment shall be stored on the Property except inside a close building, or behind a visual barrier screening such areas so that they are not visible from neighboring streets and property.

5. Maintenance Requirement, Refuse Collection, and Prohibition of Junk Storage:

- a. Each Site Lessee, or occupant shall at all times keep his premises, buildings, improvements and appurtenance in a safe, clean, neat, and sanitary condition and shall comply with all laws, ordinances and regulations pertaining to health and safety. Each Site Lessee shall provide for the removal of trash and rubbish from his premises. The Sites shall not be used for storage of any scrap materials without the prior written approval of Sussex County.
- b. During construction, it shall be the responsibility of each Site Lessee to insure that the construction sites are kept free of unsightly accumulations of rubbish and scrap materials and that construction materials, trailers, shacks, and the like are kept in a neat and orderly manner.

6. Utilities Placement and Design:

Without limiting the generality of any of the foregoing, the following use restrictions shall be maintained and enforced with respect to the property:

- a. Antennas: No antenna for transmission or reception of television signals or any other form of electro-magnetic radiation shall be erected, used or maintained on the Property outside any building whether attached to an improvement or otherwise, without the prior approval of Sussex County.

- b. Utility Service: No lines, wires, or other devices for the communication of transmission of electric current or power, including telephone, television and radio signals, shall be constructed, placed or maintained anywhere in or upon the Property unless the same shall be contained in conduits or cable, constructed, placed and maintained underground or concealed in, under, or on buildings, or other improvements as approved by Sussex County, Site Lessee, provided electrical transformers may be permitted if properly screened and approved by the Sussex County. Nothing herein shall be deemed to forbid the erection and use of temporary electric or telephone services incident to the construction of approve improvements.
- c. Mail Boxes: No mail or other delivery boxes shall be permitted on the Property unless approved by Sussex County.
- d. Mechanical Equipment: All mechanical equipment, including roof mounted shall be enclosed or screened so as to be an integral part of the architectural design.

7. Repair of Buildings:

No building or other improvement shall be permitted to fall into disrepair and each improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

8. Compliance with Governmental Authorities:

Construction and alteration of all improvements shall be performed in accordance and comply with the requirements of all applicable governmental authorities.

V. IMPLEMENTATION

1. Architectural Review and Approval of Building Plans – Procedures:

Before applying for a building permit and commencing the construction or alteration of all buildings, enclosures, fences, loading areas, parking facilities, or any other structures or permanent improvements (“improvements”) on or to any Site, the Lessee of any Site shall first submit plans and specifications and landscape plans to Sussex County for its written approval, as hereinafter provided.

No improvement, as that term is hereinabove defined, shall be erected, placed, altered, maintained, or permitted to remain on any land subject to these Covenants until plans and specifications showing plot layout an all-exterior elevations, with materials and colors therefore and structural design, signs, and landscaping, shall have been submitted to and approved in writing by Sussex County, and a copy of such plans and specifications prepared by the signature of the Lessee of the Site or his authorized Agent specifying for which part of such plans and specifications approval is sought.

Approval shall be based, among other things, on adequacy of Site dimensions, storm drain considerations, conformity and harmony of external design with neighboring sites, relation of topography, grade and finished ground elevation of the Site being improved to neighboring sites; proper facing of main elevation with respect to nearby streets; and conformity of the plans and specifications to the purpose and general plan and intent of these covenants.

Sussex County shall have the right to refuse to approve any such plans or specifications or proposed use of the premises for any reason which Sussex County, in its sole discretion, may deem in the best interests of the Industrial Park and the Lessees or prospective lessees of other sites therein.

If Sussex County fails either to approve or disapprove such building and site plans and specification within sixty (60) days after the same have been submitted to it, it shall be conclusively presumed that Sussex County has disapproved said plans and specifications.

Neither Sussex County nor its successors or assigns shall be liable in damages to anyone submitting plans to them for approval, or to any Lessee of land affected by this Declaration, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans. Every person who submits plans to Sussex County for approval agrees, by submission of such plans, and every Lessee of any said Property agrees, by acquiring a leasehold interest therein, that the Lessee will not bring any action or suit against Sussex County to recover such damages. In case of conflict between plan review and the Covenants herein contained, these Covenants shall govern the rights and obligations of the parties.

Building must be constructed in accordance with the plans as approved by Sussex County. Any modification to the approved plans, during construction, which affects the intent of these Covenants, must be approved by Sussex County before the modification to the building is constructed. Lesser shall give written notice of completion of improvements to Sussex County upon completion of said improvements.

2. Enforcement:

Said Covenants shall be jointly and severally enforceable by Sussex County and its successors and assigns and by any Site Lessee and its successors and assigns, provided, however, that only Sussex County or its assignees, shall have the right to exercise the discretionary powers herein reserved to Sussex County.

Violation of any of said Covenants, or breach of any Covenant or agreement herein contained shall give Sussex County or its assignees in addition to all other remedies, the rights (but not the obligation) to enter upon the land which such violation or breach exists and summarily to abate and remove any structure or

correct any condition that may constitute such violation or breach at the expense of the then Lessee of such land, which expense shall be a lien on such land enforceable in Equity; provided, however, that no such entry shall be made unless the violation or breach has not been remedied and corrected within thirty (30) days after delivery of written notice of such violation or breach from Sussex County or its said assignees to the Lessee of the premises on which the violation or breach has occurred or in the alternative within thirty (30) days after mailing such notice, by certified or registered mail, postage prepaid, to the Lessee of such premises at his or its last known address.

Sussex County hereby claims any and all statutory or other liens which it may have upon the equipment, furniture, fixtures, real and personal property of any Lessee or Sub-Lessee placed upon the improvements, and Lessee agrees that Sussex County has such a lien to the extent provided by statute or otherwise. Sussex County agrees to subordinate its lien right to the lien of any mortgage, deed of trust, or security instrument given by Lessee for the construction of the improvements and purchase of the equipment, furniture, fixtures and personal property placed upon the property. Lessee shall furnish Sussex County copies of all such security instruments.

If Sussex County prevails in any legal or equitable proceeding seeking to restrain the violation of or enforce any provision herein, of challenging the enforceability of any provision herein, Sussex County shall be entitled to attorneys' fees in the trial and appellate court proceedings; and costs and expenses of investigation and litigation, including expert witness fees, deposition costs (appearance fees and transcript charges), injunction bond premiums, travel and lodging expenses, all fees and charges, and all other reasonable costs and expenses. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

3. Repurchase Rights:

In the event any Lessee or its assigns shall not have substantially completed the construction of a permanent building upon a Site within two (2) years of the date of the execution of the Lease by Sussex County conveying a leasehold interest in that Site said Lessee, Sussex County shall have an option to repurchase said Site for the original purchase price and enter into possession of said Site. This option to repurchase must be exercised in writing within ninety (90) days after the expiration of the two (2) year period following the execution of the Lease referred to above. Settlement of the repurchase shall take place within sixty (60) days of the exercise of the option to repurchase and shall be at location to be designated by Sussex County. All costs of recording, transfer taxes, documentary stamps and all other excise taxes arising from said Settlement, will be paid for by said Lessee or assigns.

Anything in this paragraph V.3. to the contrary notwithstanding. Sussex County, its successors and assigns may extend, in its sole discretion and in writing, the time in

which such construction must be completed by Lessee upon Sussex County's receipt of a request for extension by Lessee upon Lessee's demonstration of its diligence in pursuing completion of said construction.

VI. MISCELLANEOUS

1. Failure to Enforce Not a Waiver of Rights:

Any waiver or failure to enforce any provision of these Covenants in a particular situation shall not be deemed a waiver or abandonment of such provision as it may apply in any other situation or to the same or similar situation at any other location in the Industrial Park or of any other provision of these Covenants. The failure of Sussex County or any Site Lessee to enforce any Covenant herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other Covenant.

2. Mutuality, Reciprocity:

Runs with Land. All covenants, conditions, and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every part and parcel in favor of every other parcel; shall create reciprocal rights and obligations between the respective lessees of all parcels and privities of contract and estate between all grantees of said parcels, their heirs, successors, and assigns, operate as Covenants running with the land for the benefit of all other Sites. Sussex County reserves the right, however, from time to time hereinafter to delineate, plot, grant or reserve within the remainder of the Industrial Park not hereby conveyed such public streets, road, sidewalks, ways and appurtenances thereto, and such easements for drainage and public utilities, as it may deem necessary or desirable for the development of the Industrial Park (and from time to time to change the location of the same) free and clear of these restrictions and Covenants and to dedicate the same to public use or to grant the same to the County of Sussex and/or to appropriate public utility corporations.

3. Fee:

Each year, as part of the fiscal year and budget of the Sussex County Government, the Council shall include an estimate of the total amount which it considers necessary to pay the cost of the maintenance, management, operation, repair and replacement of and in the common area and provide for an assessment for fees against each lessee in a proportion to their respective site to the total number of sites available in the Delaware Coastal Business Park. Said assessment shall be invoiced at the same time as the annual taxes and to be paid within 30 days of invoice.

EXHIBIT C

Tax Map Number:
135-20.00-75.00

Return to:
Sussex County
2 The Circle
P.O. Box 589
Georgetown, DE
19947

NOTICE OF AGREEMENT TO RESTRICT LESSEE FROM ENCUMBERING PROPERTY

THIS NOTICE OF AGREEMENT TO RESTRICT LESSEE FROM ENCUMBERING PROPERTY (this "Notice") dated as of this _____ day of _____, 2025, by and between SUSSEX COUNTY, a political subdivision of the State of Delaware, 2 The Circle, P.O. Box 589, , Georgetown, Delaware 19947, hereinafter referred to as "Lessor", and Pats Aircraft, LLC, a Delaware limited liability company, d/b/a Aloft Aeroarchitects with a principal office located at 21652 Nanticoke Avenue, Georgetown, DE 19947, as "Lessee".

RECITALS:

WHEREAS, Lessor is the owner of certain real property and improvements known as 21583 Baltimore Avenue, Georgetown, Delaware, which is identified as Lot 24 in the Delaware Coastal Business Park and as Sussex County Tax Parcel No. 135-20.00-75.00 as improved with a 37,406 square foot building ("the Leased Premises");

WHEREAS, Lessee is a Lessee of the Leased Premises pursuant to a lease agreement dated _____, 2025 ("the Lease"); and

WHEREAS, pursuant to this Lease, Lessor and Lessee agreed that Lessor shall not be liable for debts, acts, or omissions of Lessee and that Lessee has no authority to encumber the Leased Premises; and

WHEREAS, this Notice is to provide legal notice to the public that Lessor and its appointed and elected officials, employees, agents, and volunteers are not in any way liable for any claims or obligations for labor and materials for any work performed on the Leased Premises, and that the laborers, material men and subcontractors shall look solely to Lessee for payment and shall not be entitled to place a lien against said Leased Premises.

WITNESSETH

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the parties hereby certify, consent, and agree as follows:

1. The parties acknowledge that Lessee shall not be the agent or partner of Lessor and Lessee shall have no authority to make any contract or do any act so as to bind Lessor or as to render Lessor or Lessor's interest in the Leased Premises liable therefore. Lessee will save Lessor and the Leased Premises harmless from any penalty, damages, neglect, or negligence of Lessee, property damage, illegal act or otherwise. Any improvements by Lessee on said Leased Premises shall be constructed at the sole expense of Lessee, and Lessor and its appointed and elected officials, employees, agents, and volunteers shall not be liable in any way for any amount of money arising out of said construction. No liens may be placed on the Leased Premises without Lessor's prior written approval. Lessee has no authority whatsoever to encumber the Leased Premises or any improvements located thereon.

2. The parties hereby notify the public that Lessor and its appointed and elected officials, employees, agents, and volunteers are not in any way liable for any claims or obligations for labor and materials for any work performed on the Leased Premises, and that the laborers, material men and subcontractors shall look solely to Lessee for payment and shall not be entitled to place a lien against said Leased Premises.

3. This Notice shall be governed by the laws of the State of Delaware.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY.
SIGNATURE PAGES TO FOLLOW.]

IN WITNESS WHEREOF, the undersigned has caused this Notice to be signed as a sealed document under Delaware law as of the date set forth above.

LESSOR:

SUSSEX

COUNTY

DATED: _____

By: _____

Douglas B. Hudson, President
Sussex County Council

Attest: _____

STATE OF DELAWARE :
: ss.
COUNTY OF SUSSEX :

BE IT REMEMBERED, That on this _____ day of _____, A. D. 2025, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, Douglas B. Hudson, President, Sussex County Council, a political subdivision of the State of Delaware, party to this Indenture, known to me personally to be such, and acknowledged this indenture to be his act and deed and the act and deed of the said political subdivision; that the signature of the President is in his own proper handwriting; that the seal affixed is the common and corporate seal of the said political subdivision, duly affixed by its authority; and that the act of signing, sealing, acknowledging and delivering the said indenture was first duly authorized by resolution of the members of Sussex County Council.

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

NOTARY PUBLIC

Print Name of Notary Public

My Commission Expires: _____

Pats Aircraft, LLC
A Delaware limited liability company

By: _____ (SEAL)

 Authorized Member

STATE OF _____ :
 _____ : ss.
 COUNTY OF _____ :

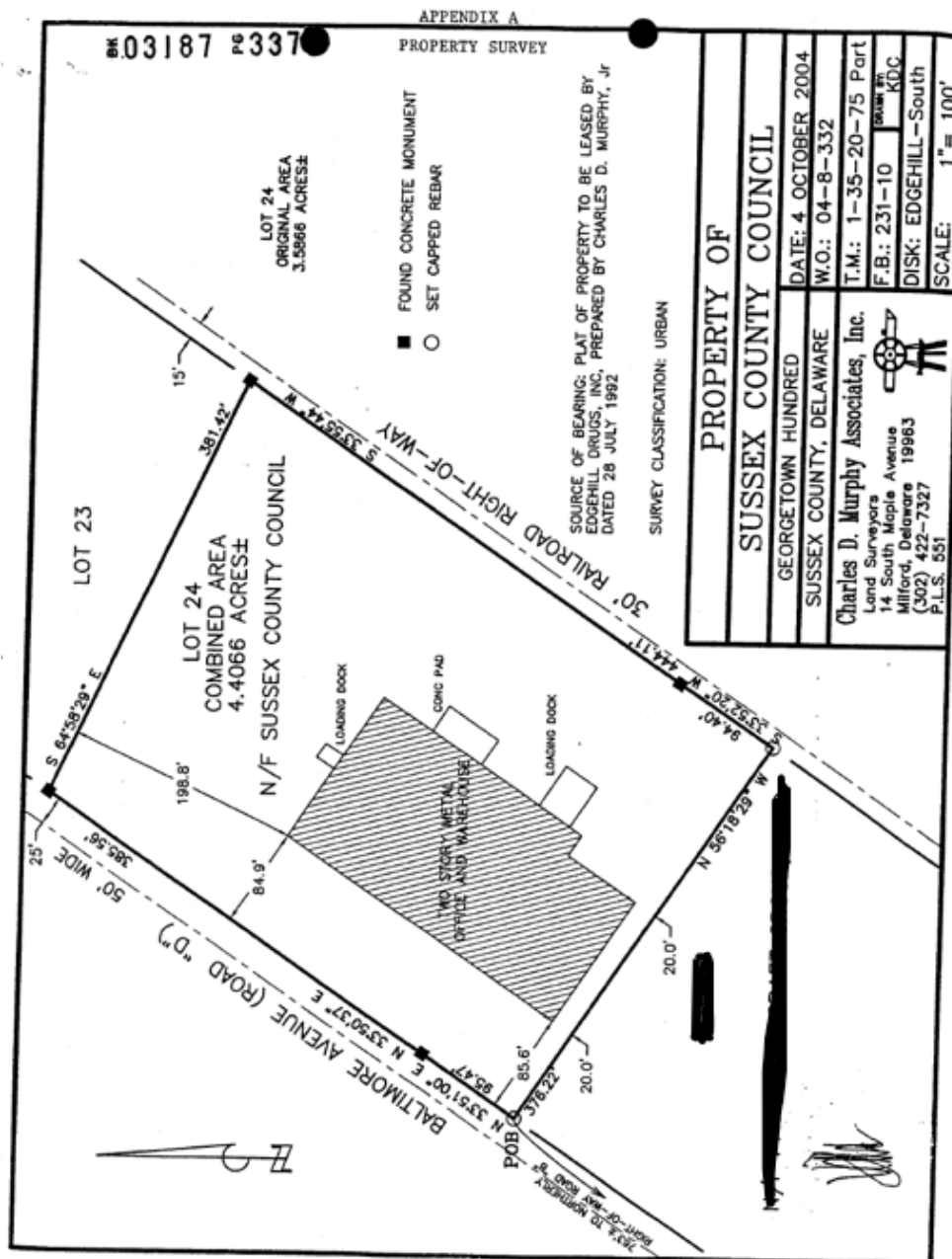
GIVEN under my Hand and Seal of Office, the day and year aforesaid.

My commission expires: _____

EXHIBIT A
TO NOTICE OF AGREEMENT TO
RESTRICT LESSEE FROM
ENCUMBERING PROPERTY

LEGAL DESCRIPTION OF PROPERTY

ALL that certain lot, piece, and parcel of land situate, lying and being in Georgetown Hundred, Sussex County, Delaware, in the Delaware Coastal Business Park, being Lot 24:



ENGINEERING DEPARTMENT

ADMINISTRATION (302) 855-7718
AIRPORT & BUSINESS PARK (302) 855-7774
ENVIRONMENTAL SERVICES (302) 855-7730
RECORDS MANAGEMENT (302) 855-5033
UTILITY ENGINEERING (302) 855-7717
UTILITY PERMITS (302) 855-7719
UTILITY PLANNING (302) 855-1299
FAX (302) 855-7773



Sussex County

DELAWARE
sussexcountye.gov

MIKE HARMER, P.E.
SUSSEX COUNTY ENGINEER
ROBERT L. BRYANT, A.A.E.
AIRPORT MANAGER

MEMORANDUM

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

FROM: Robert L. Bryant, A.A.E., Airport Manager 

DATE: June 16, 2025

REFERENCE: *Approval: Submittal FAA AIG Application and "Authority to Sign"
Construct Two (2) Taxilanes and Tie-Downs – Phase 1 (Design)*

The Engineering Department, on behalf of the Delaware Coastal Airport, is seeking approval from the Sussex County Council for the submittal of one (1) Federal Aviation Administration (FAA) Airport Infrastructure Grant (AIG) application, and the "Authority to Sign" and accept one (1) FAA Grant Agreement for work associated with the new Construct Two (2) Taxilanes and Tie-Downs – Phase 1 (Design) project.

Discussion between the Engineering Department and the FAA has indicated that when the AIG Grant offer is received by Sussex County, the FAA will require a quick signature turn around (possibly the same day). This is the reason for our seeking an "Authority to Sign" in advance of our receiving the AIG Grant offer.

Phase 1 is for work associated with the Design and Bidding of site preparation for two (2) new taxilanes that will be built in an open field just south of the existing four (4) large "box" hangars along Aviation Avenue. The taxilanes will ultimately provide access to eight (8) future hangar sites along Taxiway A. Initially, the site will be used as a turf aircraft tie-down area until those hangars are constructed. Public interest in available hangar space for aircraft larger than what can be accommodated in a T-hangar is common at the Delaware Coastal Airport. On an average of once every two, or so, months, airport management does receive telephone calls inquiring about existing hangar space capable to hangar a midsize or larger size turboprop or jet aircraft. In some cases, the aircraft owner will consider building their own aircraft hangar in return for a long-term land lease with Sussex County (acceptable to the FAA). These two (2) Taxilanes will "open up" suitable airport properties for such future hangar construction.



During its meeting held on March 4, 2025, the Sussex County Council approved a new Five (5) Year Professional Aeronautical Consultant Services Agreement with Delta Airport Consultants. It is Delta Airport Consultants who has been tasked by Sussex County administration, and through the terms and conditions included in our Professional Aeronautical Consultant Services Agreement with Delta Airport Consultants, to provide the services needed for this project.

Delta Airport Consultants is proposing a fee of \$296,000 to provide the services needed for this project. An added \$5,000 included into the FAA AIG application will cover costs associated with Sussex County's requirement for an Independent Fee Estimate/Review (IFE/R).

With Sussex County Council's approval, the County Administrator will submit one (1) FAA AIG Grant application in the amount of **\$285,950 which will pay 95% of the total project cost of \$301,000.** Sussex County is responsible for paying the remaining \$15,050 (5%) of the total project cost.

Delta Airport Consultant	\$296,000
Sussex County IFE/R	\$5,000
Application Totals	\$301,000

The Engineering Department, on behalf of the Delaware Coastal Airport, is seeking approval from the Sussex County Council for the submittal of one (1) Federal Aviation Administration (FAA) Airport Infrastructure Grant (AIG) application, and the "Authority to Sign" and accept one (1) FAA Grant Agreement for work associated with the new Construct Two (2) Taxiways and Tie-Downs – Phase 1 (Design) project.

Application for Federal Assistance SF-424

*1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*2. Type of Application

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

4. Applicant Identifier:

GED

5a. Federal Entity Identifier:

3-10-0007

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: Sussex County, Delaware

*b. Employer/Taxpayer Identification Number (EIN/TIN):

51-6001054

*c. UEI:

QNNDLPJD39L4

d. Address:

*Street 1: P.O. Box 589

Street 2: 2 The Circle

*City: Georgetown

County/Parish: Sussex

*State: DE

*Province:

*Country: USA: United States

*Zip / Postal Code 19947-0589

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. ☒ *First Name: Robert

Middle Name: L.

*Last Name: Bryant

Suffix:

Title: Airport Manager

Organizational Affiliation:

*Telephone Number: (302) 855-7775

Fax Number:

*Email: robert.bryant@sussexcountyde.gov

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

B: County Government



Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Georgetown, Sussex County, Delaware

***15. Descriptive Title of Applicant's Project:**

Construct Taxilanes and Tie-Downs, Phase I (Design)

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

*a. Applicant: DE-ALL

*b. Program/Project: DE-ALL

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 09/01/2025

*b. End Date: 09/30/2026

18. Estimated Funding (\$):

*a. Federal	\$ 285,950
*b. Applicant	\$ 15,050
*c. State	\$ 0
*d. Local	\$ 0
*e. Other	\$ 0
*f. Program Income	\$ 0
*g. TOTAL	\$ 301,000

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☒ a. This application was made available to the State under the Executive Order 12372 Process for review on 05/29/2025.
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. ☐ *First Name: J.

Middle Name: Mark

*Last Name: Parker

Suffix:

*Title: Assistant County Engineer

*Telephone Number: (302) 855-7382

Fax Number:

* Email: mark.parker@sussexcountyde.gov

*Signature of Authorized Representative:

*Date Signed:

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	
<input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
<input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
<input type="checkbox"/> Negotiated Rate equal to	% as approved by (Date) (2 CFR part 200, appendix VII).
(the Cognizant Agency)	
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

N/A

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

N/A

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

N/A

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

Yes

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

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

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

N/A

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Yes

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	20.106
2. Functional or Other Breakout:	Airport Improvement Program

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense	\$ 5,000		
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees	296,000		
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)	\$ 301,000		
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)	\$ 301,000		
19. Federal Share requested of Line 18	285,950		
20. Grantee share	15,050		
21. Other shares			
22. TOTAL PROJECT (Lines 19, 20 & 21)			

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	\$ 15,050
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 15,050
25. Other Shares	Amount
a. State	
b. Other	
c. TOTAL - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	\$ 15,050

SECTION E – REMARKS (Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Construct Taxilanes and Tie-Downs, Phase I (Design)

AIRPORT: Delaware Coastal Airport

1. Objective:

This Phase I is for the design and bidding of site preparation for two taxilanes. The taxilanes will ultimately provide access to eight future hangar sites along Taxiway A. The site will be used as a turf aircraft tie-down area until the hangars are constructed.

2. Benefits Anticipated:

This project will provide additional aircraft parking (initially as tie-downs and ultimately as hangars) and support future development of the Airport.

3. Approach: (See approved Scope of Work in Final Application)

This Phase I will include design surveys, design geotechnical investigations, schematic and final design, preparation of bidding and construction documents, permitting, and bidding phase services. Design will be completed by the County as well as their on-call engineering consultant. The project will be procured through public bid using the traditional design-bid-build delivery method.

4. Geographic Location:

Georgetown, Sussex County, Delaware

5. If Applicable, Provide Additional Information:

6. Sponsor's Representative: (include address & telephone number)

Mr. Robert L. Bryant, Airport Manager
21553 Rudder Lane, Georgetown, Delaware 19947
(302) 855-7775

PROJECT COST SUMMARY

CONSTRUCT TAXILANES AND TIE-DOWNS, PHASE I (DESIGN)

Delaware Coastal Airport
Sussex County, Delaware
AIP Project No. 3-10-0007-Pending
AIG Project No. 3-10-0007-Pending
Delta Project No. 25025

Date:

29-May-25

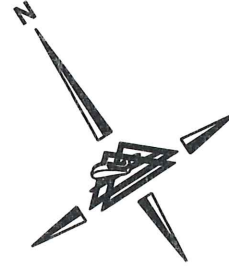
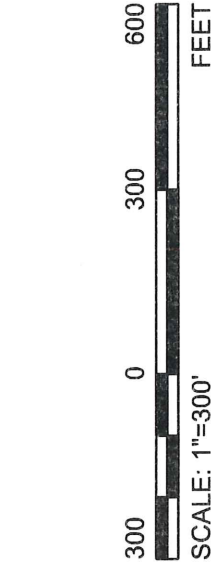
Reimbursement No.

Grant Applications

GRANT AMOUNTS	
FAA - AIG	\$285,950.00
SPONSOR	\$15,050.00
TOTAL	\$301,000.00

Line	Classification	Budget Amount	Cost to Date	% Comp	% FAA AIG	% Spon.	FAA AIG Budget Amount	Sponsor Budget Amount	FAA AIG Budget Amount	Sponsor Cost to Date
a.	Administration Bid Advertisement - Wilmington News Journal Independent Fee Estimate - MRB Group	\$1,000.00 \$4,000.00 \$5,000.00	\$0.00 \$0.00 \$0.00	0.0% 0.0% 0.0%	95% 95% 95%	5% 5% 5%	\$950.00 \$3,800.00 \$4,750.00	\$50.00 \$200.00 \$250.00	\$0.00 \$0.00 \$0.00	0.00 0.00 0.00
	Subtotal									
f.	Project inspection fees Task Order No. Seven (7) - Delta Airport Consultants, Inc. Task Order No. Eight (8) - Delta Airport Consultants, Inc.	\$21,000.00 \$275,000.00 \$296,000.00	\$0.00 \$0.00 \$0.00	0.0% 0.0% 0.0%	95% 95% 95%	5% 5% 5%	\$19,950.00 \$261,250.00 \$281,200.00	\$1,050.00 \$13,750.00 \$14,800.00	\$0.00 \$0.00 \$0.00	0.00 0.00 0.00
	Subtotal									
TOTALS		\$301,000.00	\$0.00	0.0%			\$285,950.00	\$15,050.00	\$0.00	0.00

	PHASE I - FINAL DESIGN/CONTRACT DOCUMENTS (400'x25' x2 TWS) - AIG
	PHASE II - CONSTRUCTION (400'x25' x2 TWS) -AIG



CONSTRUCT HANGAR TAXIWAYS DELAWARE COASTAL AIRPORT

EXHIBIT
1

SEPTEMBER 2023

1" = 300' DATE:

DWJ	SCALE:
-----	--------

CAD	CHECKED BY:
-----	-------------

DRAWN BY:

www.deltaairport.com

**TASK ORDER NO. EIGHT (8)
DESIGN AND BIDDING SERVICES**

for

CONSTRUCT TAXILANES AND TIE DOWNS

**DELAWARE COASTAL AIRPORT
SUSSEX COUNTY, DELAWARE**

DELTA PROJECT NO. 25025

MAY 2025

Scope of Work

Sussex County is preparing to develop the area south of the existing hangars bounded by the airport property and Taxiway A, near the end of Runway 4, to build two new paved taxilanes serving new grass tie-down positions. These taxilanes will ultimately provide access to future corporate box hangars.

This project will include design through bidding. Delta Airport Consultants, Inc. is to provide Sussex County with design and bidding services for airfield design. Wetland Permitting; Utility Coordination; Erosion and Sediment Control and Stormwater Management Design are not included. They are being provided by the Owner.

IIJA funding will be sought for the project.

1. Conduct Section 743 review
2. Conduct NEPA environmental review
 - a. No extraordinary circumstances are expected
 - b. Budget to include a CATEX
 - c. Air emissions study
3. Prepare grant application for design through bidding
4. Conduct subsurface investigation for pavement and stormwater management design – Subcontracted
5. Conduct design ground survey – Subcontracted
6. Prepare conceptual layout for coordination with Owner, review, and funding agencies
7. Prepare design engineering report
8. Prepare pavement design
9. Prepare grading and drainage for Taxilanes and grass tie down positions, other areas by Sussex County
10. Prepare erosion and sediment control plans – Sussex County
11. Prepare stormwater management plan – Sussex County
12. Estimate project construction cost
13. Prepare bid and contract documents
14. Bidding Phase services include:
 - a. Conduct a pre-bid meeting
 - b. Respond to bidder questions
 - c. Addenda preparation
 - d. Tabulate bids

CONSTRUCT TAXILANES AND TIE DOWNS

**DELAWARE COASTAL AIRPORT
SUSSEX COUNTY, DELAWARE**

DELTA PROJECT NO. 25025

Project Schedule	
Grant Offer and Execution	September 1, 2025
Notice to Proceed to A/E Firm	September 15, 2025
Final Review Documents	April 15, 2026
Bids Received	June 15, 2026
Submit Application for Construction (Seek remaining AIG funds)	June 30, 2026
Grant Closeout (Design)	September 30, 2026

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: Sussex County, Delaware

Airport: Delaware Coastal Airport

Project Number: 3-10-0007-PENDING-2025

Description of Work: Construct Taxiways and Tie-Downs, Phase I (Design)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Delaware Coastal Airport

Address: 21553 Rudder Lane, Georgetown, DE 19947

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of June , 2025 .

Name of Sponsor: Sussex County, Delaware

Name of Sponsor's Authorized Official: J. Mark Parker, P.E.

Title of Sponsor's Authorized Official: Assistant County Engineer

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: Sussex County, Delaware

Airport: Delaware Coastal Airport

Project Number: 3-10-0007-PENDING-2025

Description of Work: Construct Taxiways and Tie-Downs, Phase I (Design)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).
☒ Yes ☐ No ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).
☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).

☒ Yes ☐ No ☐ N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).

☒ Yes ☐ No ☐ N/A

5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).

☒ Yes ☐ No ☐ N/A

6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).

☒ Yes ☐ No ☐ N/A

7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).

☒ Yes ☐ No ☐ N/A

8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).

☒ Yes ☐ No ☐ N/A

9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).

☒ Yes ☐ No ☐ N/A

10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).

☒ Yes ☐ No ☐ N/A

11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)

☒ Yes ☐ No ☐ N/A

12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:

- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.

☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of June , 2025 .

Name of Sponsor: Sussex County, Delaware

Name of Sponsor's Authorized Official: J. Mark Parker, P.E.

Title of Sponsor's Authorized Official: Assistant County Engineer

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: Sussex County, Delaware

Airport: Delaware Coastal Airport

Project Number: 3-10-0007-PENDING-2025

Description of Work: Construct Taxiways and Tie-Downs, Phase I (Design)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
☒ Yes ☐ No ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
5. Sponsor has publicized or will publicize a RFQ that:
a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
☒ Yes ☐ No ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
☒ Yes ☐ No ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).
☒ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
☒ Yes ☐ No ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
☒ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
☒ Yes ☐ No ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).
☒ Yes ☐ No ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of June , 2025 .

Name of Sponsor: Sussex County, Delaware

Name of Sponsor's Authorized Official: J. Mark Parker, P.E.

Title of Sponsor's Authorized Official: Assistant County Engineer

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: Sussex County, Delaware

Airport: Delaware Coastal Airport

Project Number: 3-10-0007-PENDING-2025

Description of Work: Construct Taxilanes and Tie-Downs, Phase I (Design)

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this day of June , 2025 .

Name of Sponsor: Sussex County, Delaware

Name of Sponsor's Authorized Official: J. Mark Parker, P.E.

Title of Sponsor's Authorized Official: Assistant County Engineer

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

ENGINEERING DEPARTMENT

ADMINISTRATION (302) 855-7718
AIRPORT & BUSINESS PARK (302) 855-7774
ENVIRONMENTAL SERVICES (302) 855-7730
RECORDS MANAGEMENT (302) 855-5033
UTILITY ENGINEERING (302) 855-7717
UTILITY PERMITS (302) 855-7719
UTILITY PLANNING (302) 855-1299
FAX (302) 855-7773



Sussex County

DELAWARE
sussexcountysde.gov

MIKE HARMER, P.E.
SUSSEX COUNTY ENGINEER

ROBERT L. BRYANT, A.A.E.
AIRPORT MANAGER

MEMORANDUM

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

FROM: Robert L. Bryant, A.A.E., Airport Manager

DATE: June 16, 2025

REFERENCE: Approval: Delta Airport Consultants Task Order Six (6)

The Engineering Department, on behalf of the Delaware Coastal Airport, is seeking approval by the Sussex County Council upon the Delta Airport Consultants Task Order Six (6) for Construction Administration Services for work associated with the continuing Construct Parallel Taxiway B – Phase III (Construction) and as outlined under the Sussex County 2025-2030 Delta Airport Consultants Professional Service Agreement.

Delta Airport Consultants' proposed fee for mentioned Construction Administration Services is \$375,000.

As is required by Federal Aviation Regulations governing the Federal Aviation Administration's (FAA) administering of the Airport Improvement Program (AIP), the airport sponsor (Sussex County) must perform a price and cost analysis (Independent Fee Estimate/Review) for every consultant's Construction Administration Services. Essentially, IFE/Rs are performed by a qualified airport consultant and/or engineering with experience in similar services. FAA Advisory Circular 150/5100-14E dictates the requirements and needed details to satisfy the IFE/R and evaluating the reasonableness of a consultant's fee proposal. For contracted services greater than \$100,000 a detailed fee/cost analysis is required (Delta's fee proposed at \$375,000). When evaluating the reasonableness of a consultant's fee proposal, the general review standard used within the FAA and industry is whether the total fee proposal, as well as individual tasks within the proposal, is within +/- 10% of the total IFE/R.

Historically, Sussex County Engineering Department has sought the IFE/R services of MBB Group (a competitor to Delta Airport Consultants) as our source to perform the required IFE/R.



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

Following a review of Delta Airport Consultants' total Construct Parallel Taxiway B – Phase III (Construction) Scope of Services with Estimated Hours and Requests for Proposal and Subconsultant Services, MGB Group's IFE/R has determined similar Construction Administration Services would cost \$413,424 which Delta Airport Consultants fee of \$375,000 is within the FAA's recommended IFE/R variance of +/- 10%.

Airport Management, in coordination with the Sussex County Engineering Department recommends approval from the Sussex County Council of the Delta Airport Consultants Task Order Six (6) for Construction Administration Services for work associated with the continuing Construct Parallel Taxiway B – Phase III (Construction) in the amount of \$375,000

NOTE: Delta Airport Consultants Task Order Six (6) for Construction Administration Services for work associated with the continuing Construct Parallel Taxiway B – Phase III (Construction) in the amount of \$375,000 is an FAA AIP eligible 95% reimbursable expense and has been included as a project cost in the recent Construct Parallel Taxiway B – Phase 3 (Construction) FAA AIP Grant applications.

FAA share at (95%) =	\$356,250
Sussex County share at (5%) =	\$18,750
Total share at 100%	\$375,000

TASK ORDER NO. SIX (6)
PROFESSIONAL SERVICES AGREEMENT



PROJECT: Construct Parallel Taxiway B - Phase 2 (CA)

AIRPORT: Delaware Coastal Airport

DELTA PROJECT NO.: 24077

DATE OF ISSUANCE: March 10, 2025

ATTACHMENTS: 1) Scope of Services
2) Rate Schedule

METHOD OF PAYMENT: Bidding through Construction Administration - Unit Price + Fixed Fee

TASK ORDER AMOUNT: \$375,000

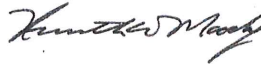
CONTRACT TIME: 150 Days Estimated Construction Contract Time

PROJECT DESCRIPTION: • Construction Administration Services

The original Agreement for Professional Services between Sussex County, Delaware (OWNER) and Delta Airport Consultants, Inc. (CONSULTANT) for Professional Services at Delaware Coastal Airport dated April 23, 2020, shall govern all TASK ORDERS executed under this Agreement unless modified in writing and agreed to by CONSULTANT and OWNER.

At the OWNER's request, and with an associated reduction in the CONSULTANT's fixed fee, the OWNER has agreed to assume a portion of the CONSULTANT's liability and business risk associated with subcontracted services provided under this Agreement. The OWNER agrees to indemnify and hold harmless the CONSULTANT against all costs arising out of or in connection with the failure of any Subconsultant to provide its services in accordance with the terms of its subcontracts. The OWNER shall be entitled to any payments received by CONSULTANT from its Subconsultants for settlement of any claims related to the Project. The OWNER assumes no liability for direct payment to the Subconsultants and CONSULTANT agrees to indemnify and hold the OWNER harmless from any and all claims by any Subconsultant which arises out of any failure of CONSULTANT to make payments to the Subconsultant provided that the OWNER has already paid CONSULTANT all amounts owed under this Agreement.

ACCEPTED BY:

Digitally signed by
 Kenneth W Moody
Date: 2025.03.06
14:57:19 -05'00'

Kenneth W. Moody, PE
Vice President
Delta Airport Consultants, Inc.
17 West High Street
Carlisle, PA 17013

APPROVED BY:

Michael H. Vincent
Council President
Sussex County, Delaware
2 The Circle, P.O. Box 589
Georgetown, DE 19947

MEMO



DATE: March 10, 2025

TO: Robert L. Bryant, AAE Delaware Coastal Airport

FROM: David W. Jones, PE Delta Airport Consultants, Inc.

RE: Reference Information

Task Order No. Six (6)
Construct Parallel Taxiway B - Phase 2 (CA)
Delaware Coastal Airport

Please find attached, for your use during review, reference information and backup calculations to support the professional services fee for the above referenced project.

Reference Information:

- 1) Fee Summary
- 2) Scope of Services with Estimated Hours
- 3) RFPs and Subconsultant Proposals

DRAFT

May __, 2025

Mr. Timothy P. DeWire, P.E., AICP
Federal Aviation Administration
Harrisburg Airports District Office
3905 Hartzdale Drive, Suite 508
Camp Hill, Pennsylvania 17011

Subject: **Task Order No. Six (6)**
Construct Parallel Taxiway B, Phase III - Bid Package 2 (CA)
Delaware Coastal Airport
Sussex County, Delaware
AIP Project No. (Pending)
Delta Project No. 24077

Dear Mr. DeWire:

Please find enclosed proposed Task Order No. Six (6) to our Agreement for Professional Services between Sussex County, Delaware and Delta Airport Consultants, Inc. The Task Order provides Construction Administration Services for the Construct Parallel Taxiway B - Bid Package 2 project.

Sussex County, Delaware received an Independent Fee Estimate (IFE) from the MRB Group on April 9, 2025 (copy enclosed) for the Task Order and has found the fees to be reasonable, as summarized below.

Work Task	Delta		IFE Consultant		Variance	
	Cost	Hours	Cost	Hours	Cost	Hours
Task Order No. Six (6)	\$ 375,000	784	\$ 413,424	971	-9.3%	-19.3%

Based on this assessment, and in accordance with the requirements outlined in Section 2.13 of AC 150/5100-14E, the overall final fee proposal costs are within the recommended IFE variance of +/- 10%, and the County considers Task Order No. Six (6) to be acceptable.

If you should have any questions concerning this matter, please do not hesitate to contact our office.

Sincerely,

Robert L. Bryant, A.A.E.
Airport Manager

Enclosure: Task Order No. Six (6)
cc: William M. Eschenfelder, Delta Airport Consultants, Inc. (w/o encl.)

**ATTACHMENT 1
SCOPE OF SERVICES**



**DELTA AIRPORT
CONSULTANTS, INC.**

Construct Parallel Taxiway B - Phase 2 (CA)
Delaware Coastal Airport
Delta Project No. 24077

March 10, 2025

PHASE	DETAILED TASKS
BIDDING (BD)	Bid Preparation, Advertisement, Distribution Pre-Bid Meeting Bidder Questions, Answers, & Addenda Bid Opening Bid Tabulation Coordinate Award
CONSTRUCTION ADMINISTRATION (CA)	Owner Coordination Release for Construction Drawings & Specs Coordinate Subconsultants Project Correspondence Preconstruction Meeting Shop Drawing Review Construction Administration Materials Testing Review Site Visits Punchlist Inspection Final Inspection Record Drawings Airport Layout Plan Update Final Project Report Reimbursement Requests

ITEMS NOT INCLUDED IN SCOPE:

Field Representative Services

**ATTACHMENT 2
RATE SCHEDULE**



**DELTA AIRPORT
CONSULTANTS, INC.**

Delta Airport Consultants, Inc.

Date: January 4, 2024

Item	2025
Work Hours Billing Rates (with overhead)	
Principal	\$315.00
Project Manager/Registered Professional	\$284.00
Design Professional (Engineer/Planner)	\$195.00
Project Production/Administration	\$150.00
Field Representative (RPR)	\$150.00
Direct Nonsalary Expenses	
Automobile (per mile)	Federal Gov. guidelines
Aircraft (per mile)	Federal Gov. guidelines
Per Diem - Field Assignments	Federal Gov. guidelines
Meals & Lodging per calendar day (long term)	
Airline, Rental Car, Charter, etc.	Direct
Printing	Direct
Bid Advertisement	Direct
Meals & Lodging (short term)	Direct
Miscellaneous	Direct

Notes:

1. Billing rates for future years will be increased by 5% annually.
2. Billing rates based on 2025 salaries.
3. Work hour rates include labor overhead, general & administrative overhead per FAA AC 150/5100-14E, paragraph 4-10.

REFERENCE INFORMATION 1
FEE SUMMARY



**DELTA AIRPORT
CONSULTANTS, INC.**

Construct Parallel Taxiway B - Phase 2 (CA)
Delaware Coastal Airport
Delta Project No. 24077

March 10, 2025

FEE SUMMARY

BIDDING THROUGH CONSTRUCTION ADMINISTRATION PHASE SERVICES

<u>LABOR</u>	\$201,000
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SUBCONSULTANTS

Davis, Bowen & Friedel, Inc.	Construction Survey	\$58,000
Hillis-Carnes Engineering Associates	Construction Material Testing	\$55,000
Ken Weeden & Associates	Construction Compliance Monitoring	\$18,000

OTHER DIRECT

Travel & Miscellaneous	\$13,000
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FIXED FEE

\$30,000

Unit Price + Fixed Fee Total:	\$375,000
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REFERENCE INFORMATION 2
SCOPE OF SERVICES WITH ESTIMATED HOURS



Construct Parallel Taxiway B - Phase 2 (CA)
Delaware Coastal Airport
Delta Project No. 24077

March 10, 2025

PHASE	DETAILED TASKS
BIDDING (BD)	Bid Preparation, Advertisement, Distribution Pre-Bid Meeting Bidder Questions, Answers, & Addenda Bid Opening Bid Tabulation Coordinate Award
CONSTRUCTION ADMINISTRATION (CA)	Owner Coordination Release for Construction Drawings & Specs Coordinate Subconsultants Project Correspondence Preconstruction Meeting Shop Drawing Review Construction Administration Materials Testing Review Site Visits Punchlist Inspection Final Inspection Record Drawings Airport Layout Plan Update Final Project Report Reimbursement Requests

ESTIMATED HOURS					
PRIN	PM	DP	PA	RPR	
2	4	4	0	0	0
0	8	0	8	0	0
0	4	8	8	0	0
0	8	8	4	0	0
0	4	4	4	0	0
0	4	4	4	0	0
2	32	28	28	0	0
4	32	12	28	0	0
0	2	4	8	0	0
0	12	12	8	0	0
0	68	24	16	0	0
0	12	16	16	0	0
0	12	24	4	0	0
8	92	32	12	0	0
0	16	20	4	0	0
0	104	52	8	0	0
0	12	4	4	0	0
0	12	8	12	0	0
0	2	4	8	0	0
0	4	2	4	0	0
0	2	8	8	0	0
0	4	8	16	0	0
12	386	230	156	0	0

ITEMS NOT INCLUDED IN SCOPE:

Field Representative Services



MRB
Group

FEE SUMMARY

Construction Phase Services

Project Title: Construct Parallel Taxiway B, Phase 2
Airport Name: Delaware Coastal Airport
Airport Location: Georgetown, DE

State Project No. Pending
Delta Project No. 24077

Date: April 9, 2025

Description	Est Hrs	Hourly Rate	Est Cost
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Work Hour Cost (w/Overhead)

A. BIDDING PHASE SERVICES (BD)

Principal	2	\$89.00	178
Proj Mgr/Registered Prof	44	\$69.00	3,036
Design Professional	34	\$52.00	1,768
Proj Production/Admin	26	\$39.00	1,014
Resident Project Representative (RPR)	0	\$54.00	0
Subtotal:	106		\$5,996.00
	Overhead =	236.85%	\$14,201.52
Total:			\$20,197.52

B. CONSTRUCTION ADMINISTRATION (CA)

Principal	55	\$89.00	4,895
Proj Mgr/Registered Prof	511	\$69.00	35,259
Design Professional	214	\$52.00	11,128
Proj Production/Admin	85	\$39.00	3,315
Resident Project Representative (RPR)	0	\$54.00	0
Subtotal:	865		\$54,597.00
	Overhead =	236.85%	\$129,312.99
Total:			\$183,909.99

C. Special Subconsultant Services

\$ 168,600

Geotechnical Expenses	\$65,100
Construction Survey	\$71,700
Construction Compliance Monitoring	\$31,800
Subtotal:	\$ 168,600

D. Reimbursables

Travel and Miscellaneous	\$8,346
Printing	\$1,760
Subtotal:	\$ 10,106

IFE



MRB
Group

FEE SUMMARY

Construction Phase Services

Project Title: Construct Parallel Taxiway B, Phase 2
Airport Name: Delaware Coastal Airport
Airport Location: Georgetown, DE

State Project No. Pending

Delta Project No. 24077

Date: April 9, 2025

E. **Total Expenses** \$ 178,706

F. **Total Labor + Overhead** \$ 204,108

G. **Fixed Fee (15%)** \$ 30,610

H. **Total Estimated Cost** \$ 413,424

Say (+/- 10%) = \$372,100 to \$454,800
971 Hours

SUBCONSULTANTS

Construction Survey

23 Trips x	90 Miles/Trip =	\$1,449 Site Trips
0 Days x	\$247 /Day =	\$0
23 Days x	\$74 /Half-Day =	\$1,702
23 Crew Days x	\$1,750 /Crew Day =	\$40,250
100 Hr (CADD) x	\$145 /Hr =	\$14,500
40 Hr (Survey Manager) x	\$200 /Hr =	\$8,000
0 Day (GPR Equip) x	\$400 /Day =	\$0 (Borings - Quality Level B)
0 Hr (GPR Oper) x	\$120 /Hour =	\$0
0 Day (EM Equip) x	\$300 /Day =	\$0 (Entire Site - Quality Level B)
0 Hr (EM Oper) x	\$120 /Hour =	\$0
0 Hr (SUE Equip) x	\$160 /Hr =	\$0 (Quality Level A)
Assume	10% =	\$5,790 (Mobiliz./Reporting/Admin.)

TOTAL \$71,691

Say; \$71,700

Construction Compliance Monitoring

5 Trips x	\$600 /Flight =	\$3,000 Site Visits
5 Days x	\$247 /Day =	\$1,235 Per Diem
5 Months x	\$5,500 /Month =	\$27,500 Monthly Monitoring

TOTAL \$31,735

Say; \$31,800

IFE



Hours Breakdown

Construction Phase Services

Project Title: Construct Parallel Taxiway B, Phase 2
 Airport Name: Delaware Coastal Airport
 Airport Location: Georgetown, DE

State Project No. Pending
 Delta Project No. 24077

Date: April 9, 2025

Description	No.	PRIN (hr)	PM (hr)	DP (hr)	PA (hr)	RPR (hr)
A. BIDDING PHASE SERVICES (BD)						
1. Bid Preparation, Advertisement, Distribution			2	2	8	
2. Pre-Bid Meeting	1		12	12	2	
3. Bid Questions, Answers & Addenda		1	16	16	4	
4. Bid Opening	1		8		2	
5. Bid Tabulation			2	2	4	
6. Coordinate Award		1	4	2	6	
Total BD:		2	44	34	26	0
B. CONSTRUCTION ADMINISTRATION (CA)						
	150	Calendar Days				
1. Owner Coordination		16	88	20	12	
2. Release for Construction Drawings & Specs			1	4	6	
3. Coordinate Subconsultants		4	24	8	2	
4. Project Correspondence		4	32		8	
5. Preconstruction Meeting	1		16	12	2	
6. Shop Drawing Review	36		18	36	9	
7. Construction Administration		8	120	40		
8. Materials Testing Review		4	24	16		
9. Site Visits	11	11	132	22	22	
10. Punchlist Inspection	1		12		1	
11. Final Inspection	1		12		1	
12. Record Drawings			4	32		
13. Airport Layout Update		1	4	12		
14. Final Project Report		1	12	12	4	
15. Reimbursement Requests	6	6	12		18	
Total CA:		55	511	214	85	0
TOTAL HOURS =						
		57	555	248	111	0



**Back-up For Non-Direct Salary Costs
Delaware Coastal Airport
Construct Parallel Taxiway B, Phase 2**

04/09/25

Direct Non-Salary Expenses

a. Mileage (Travel by Car)					
16 trips @	370 Miles/Trip @	\$0.700 /mile =		\$4,144.00	
0 trips @	10 Miles/Trip @	\$0.700 /mile =		\$0.00	
b. Travel by Air					
0 trips @	\$1,000.00 /Trip	=		\$0.00	
c. Per Diem					
16 days @	\$247.00 /Overnight x	1 people =		\$3,952.00	
0 days @	\$74.00 /Half-Day x	1 people =		\$0.00	
d. Reproduction					
ALP Update Reports					
0 Copies	0 Pages/Copy @	\$0.15 /Page =	\$0.00		
EA Reports					
0 Copies	0 Pages/Copy @	\$0.25 /Page =	\$0.00		
ALP Drawings					
0 Sets	0 Drawings/Set @	\$3.50 /Print =	\$0.00		
ALP Mylars					
0 Sets	0 Mylars/Set @	\$7.00 /Mylar =	\$0.00		
Design Reports					
5 Copies	100 Pages/Copy @	\$0.25 /Page =	\$125.00		
Contract Document Books					
6 Copies	400 Pages/Copy @	\$0.15 /Page =	\$360.00		
Engineering Drawings (11" x 17")					
12 Sets	25 Drawings/Set @	\$1.50 /Print =	\$450.00		
Engineering Drawings (22' x 34")					
6 Sets	25 Drawings/Set @	\$3.50 /Print =	\$525.00		
Engineering Mylars					
0 Sets	25 Mylars/Set @	\$7.00 /Mylar =	\$0.00		
Misc. 8-1/2" x 11" copies					
2,000 Copies	1 Pages/Copy @	\$0.15 /Page =	\$300.00		
				\$1,760.00	
e. Miscellaneous (Tolls, Photographs, Express Mailings, etc.)				\$250.00	



**Back-up For Non-Direct Salary Costs
Delaware Coastal Airport
Construct Parallel Taxiway B, Phase 2**

04/09/25

<u>Geotechnical Expenses</u>	<u>Day or Night?</u>	<u>Day</u>	<u>Night Premium</u>	<u>20%</u>
1. Mobilization/Demobilization/Reporting/Administrative Lump Sum	(20%	Percent of Testing)	\$9,253.60
2. Pavement Cores and Patching 0 Each @ \$106.00 /Each	=			\$0.00
3. Soil Borings 0 LF @ \$37.00 /LF	=			\$0.00
4. Observation Well 0 EA @ \$225.00 /EA	=			\$0.00
5. Test Pits 0 Each @ \$475.00 /Each	=			\$0.00
6. Field CBR 0 Each @ \$250.00 /Each	=			\$0.00
7. Field Density Tests (ASTM 7263) 0 Each @ \$200.00 /Each	=			\$0.00
8. Mechanical Sieve Analysis (ASTM C136) 4 Each @ \$69.00 /Each	=			\$276.00
9. Laboratory Proctor Tests (ASTM-D698 Standard / D1557 Modified) 4 Each @ \$141.00 /Each	=			\$564.00
10. Lab CBR, 1 pt. (ASTM D1883) 0 Each @ \$181.00 /Each	=			\$0.00
11. Lab CBR, 3 pt. (ASTM D1883) 0 Each @ \$435.00 /Each	=			\$0.00
12. Atterberg Limits (ASTM D4318) 4 Each @ \$82.00 /Each	=			\$328.00
13. Moisture Content (ASTM D2216) 0 Each @ \$12.00 /Each	=			\$0.00
14. Hydrometer Analysis (ASTM D422) 0 Each @ \$82.00 /Each	=			\$0.00
15. Plant Inspector (Incl. Site and Travel Time) 4 Days @ \$675.00 /Day	=			\$2,700.00



**Back-up For Non-Direct Salary Costs
Delaware Coastal Airport
Construct Parallel Taxiway B, Phase 2**

04/09/25

16. Field Inspector (Incl. Site and Travel Time)			
<u>40</u> Days @ <u>\$600.00</u> /Day	=		\$24,000.00
17. Field Inspector (Incl. Site and Travel Time)			
<u>40</u> 1/2 Days @ <u>\$350.00</u> / 1/2 Day	=		\$14,000.00
18. Nuclear Density Gauge			
<u>80</u> Visit @ <u>\$55.00</u> / Visit	=		\$4,400.00
19. Specific Gravity (ASTM D854)			
<u>0</u> Each @ <u>\$60.00</u> /Each	=		\$0.00
20. Magnesium Sulfate Soundness (ASTM C88)			
<u>0</u> Each @ <u>\$230.00</u> /Each	=		\$0.00
21. LA Abrasion (ASTM C131/C535)			
<u>0</u> Each @ <u>\$222.00</u> /Each	=		\$0.00
22. Soil Fertility Tests (ASTM D2974)			
<u>0</u> Each @ <u>\$29.00</u> /Each	=		\$0.00
23. Clay Lumps and Friable Particles (ASTM C142)			
<u>0</u> Each @ <u>\$105.00</u> /Each	=		\$0.00
24. Percentage of Fractured Particles (ASTM D5821)			
<u>0</u> Each @ <u>\$185.00</u> /Each	=		\$0.00
25. Flat and Elongated Particles (ASTM D4791)			
<u>0</u> Each @ <u>\$210.00</u> /Each	=		\$0.00
26. Sand Equivalent (ASTM D2419)			
<u>0</u> Each @ <u>\$178.00</u> /Each	=		\$0.00
27. Geoprobe			
<u>0</u> Day @ <u>\$1,200.00</u> /Day	=		\$0.00
28. Concrete Compressive Strength (ASTM C39)			
<u>0</u> Each @ <u>\$21.00</u> /Each	=		\$0.00
29. Concrete Flexural Strength (ASTM C78)			
<u>0</u> Each @ <u>\$88.00</u> /Each	=		\$0.00
30. VOC/Haz. Testing and Analysis			
<u>0</u> Each @ <u>\$950.00</u> /Each	=		\$0.00



**Back-up For Non-Direct Salary Costs
Delaware Coastal Airport
Construct Parallel Taxiway B, Phase 2**

04/09/25

31. Portable Lighting	<u>0</u> Weeks x	<u>20</u> Lights x	<u>\$360.00</u> /Week/Light =	\$0.00
32. Survey Layout	<u>0</u> Day @	<u>\$1,800.00</u> /Day	=	\$0.00
33. Unconfined Compression (ASTM D2166)	<u>0</u> Each @	<u>\$115.00</u> /Each	=	\$0.00
34. Air Void Ratio (ASTM D3203)	<u>12</u> Each @	<u>\$125.00</u> /Each	=	\$1,500.00
35. Consolidation (ASTM D2435)	<u>0</u> Each @	<u>\$588.00</u> /Each	=	\$0.00
36. Shelby Tube Sample	<u>0</u> Each @	<u>\$225.00</u> /Each	=	\$0.00
37. Rock Core	<u>0</u> LF @	<u>\$122.00</u> /LF	=	\$0.00
38. Rock Core Compression (ASTM D7012)	<u>0</u> Each @	<u>\$185.00</u> /Each	=	\$0.00
39. Engineer	<u>40</u> Hours @	<u>\$157.00</u> /Hour	=	\$6,280.00
40. Overtime	<u>0</u> Hours @	<u>\$18.00</u> /Hour	=	\$0.00
41. Asphalt Core Specific Gravity (ASTM D2726)	<u>8</u> Each @	<u>\$100.00</u> /Each	=	\$800.00
42. Trip Charge - Incl. Mileage (<u>50</u> miles/trip), Travel (<u>1</u> Hrs/trip), Per Diem (<u>\$74</u> /Day x <u>1</u> days)	<u>4</u> Trip @	<u>\$229.00</u> /Each	=	\$916.00
43. Compressive Strength of Mortar (ASTM C109 - 2" Cubes)	<u>0</u> Each @	<u>\$28.00</u> /Each	=	\$0.00
44. Compressive Strength of Mortar (ASTM C1019 Grout Prisms)	<u>0</u> Each @	<u>\$35.00</u> /Each	=	\$0.00
45. Dynamic Cone Penetration Test (ASTM D7380)	<u>0</u> Each @	<u>\$40.00</u> /Each	=	\$0.00



**Back-up For Non-Direct Salary Costs
Delaware Coastal Airport
Construct Parallel Taxiway B, Phase 2**

04/09/25

46. Water-Soluble Sulfate Soil Test (ASTM C1580)			
<u>0</u> Each @ <u>\$95.00</u> /Each	=		\$0.00
47. Split-Spoon Sampling (ASTM D1586)	3		
<u>0</u> Each @ <u>\$22.00</u> /Each	=		\$0.00
48. Double-Ring Infiltrometer Infiltration Rate of Soils (ASTM D3385)			
<u>0</u> Each @ <u>\$500.00</u> /Each	=		\$0.00
49. Asphalt Stability and Flow (ASTM D1559)			
<u>0</u> Each @ <u>\$240.00</u> /Each	=		\$0.00
50. Heavy Weight Deflectometer			
<u>0</u> Day @ <u>\$3,000.00</u> /Day	=		\$0.00
51. Specific Gravity and Absorption of Aggregates (ASTM C127)			
<u>0</u> Each @ <u>\$92.00</u> /Each	=		\$0.00
52. Extraction of Asphalt Binder and Gradation (ASTM D5444/D6307)			
<u>0</u> Each @ <u>\$215.00</u> /Each	=		\$0.00

No. of P-401 Lots =

\$65,017.60
Say; **\$65,100.00**

REFERENCE INFORMATION 3
RFPS AND SUBCONSULTANT PROPOSALS



**DELTA AIRPORT
CONSULTANTS, INC.**



December 5, 2024

Mr. Eric Tolley, PLS
Davis, Bowen & Friedel, Inc.
106 N. Washington Street, Suite 103,
Easton, Maryland 21601

Subject: Request for Proposal - Construction & Record Drawing Surveys
Taxiway B Construction, Phase III
Delaware Coastal Airport
Sussex County, Delaware
AIP Project No. 3-10-0007-040-2023

Dear Mr. Tolley:

Delta Airport Consultants, Inc., is requesting a proposal from your firm to provide construction and record drawing surveys for the referenced project at Delaware Coastal Airport in Sussex County, Delaware. The proposal should be based on the following scope of work:

SCOPE OF WORK

Item 1 - Construction Surveys

1. Provide on-call surveying services to verify design grades and resolve discrepancies for material placed during previous work periods. This may include verification of the 25-foot offset design grades on 50-foot stations, as well as survey of tighter grids to locate areas for correction. This work will typically be completed between the hours of 7:00 a.m. and 7:00 p.m. Please provide time for six (6) on-call survey visits, as well as time for office tabulation of results prior to the next work period.
2. Provide on-call surveying services to verify the Contractor's grades on subgrade, pavement subbase, base, and surface courses. Additional surveys should be anticipated to verify elevations on drainage structures, pipes, etc. to be installed as part of the project. Based on the project contract time of 120 calendar days, please plan to provide fifteen (15) days of a survey crew and associated office time for the construction surveys.

Item 2 – Record Drawings Surveys

3. Provide cross-sections on each 50-foot station for Baseline “4-22”. All station and offsets shall be reported with respect to Baseline “4-22”. Elevations shall be reported at pavement centerline, each even 25-foot offset, edge of pavement, pavement tie-in, 10-foot offset from edge of pavement, shoulder tie-in, and each break in grade. Cross sections shall extend through the grading limits shown on the enclosed plan sheets. For the preparation of your proposal, it should be assumed that the runway surveys will be completed during the day between the hours of 7:00 a.m. and 5:00 p.m.
4. Add additional baselines (taxiways, roads, etc.) as necessary.
5. Add additional record drawings requirements such as stormwater basin elevations and other elements required by local jurisdiction.
6. Locate all drainage structures installed as part of the project and report top elevations and inverts for all pipes in the structure. Horizontal locations shall be reported to center on structure with respect to Baseline “4-22”.
7. Provide elevations for the drainage ditches constructed as part of the project. Elevations shall be given at the upper and lower limits, as well as at 100-foot intervals.
8. All expenses shall be estimated based on the latest Federal guidelines for items such as mileage, meals, per-diem, etc.

FORMAT

9. All elevations shall be based upon existing PACS/SACS network at the airport (GED C, GED E). Horizontal control shall be based on state plane coordinate system NAD 83. Vertical control shall be based on NGS NAVD 88. Spot elevations shall be given to 0.01 feet for paved sections and 0.1 feet for turfed sections. Locations of permanent items within the project limits shall be shown relative to Baseline “4-22” (horizontal control 0.05’).
10. It is requested that three (3) files (AutoCAD 2000 Format or newer) containing the following information be submitted for our use:

File 1: 24077plan.dwg - Planimetrics files (All objects in this file shall have zero elevation.)
File 2: 24077cont.dwg - Contours file. This file should include contours, contour labels and spot information.
File 3: 24077bkln.dwg - Breaklines used to generate the contours.

- The drawing world shall be oriented with the State Plane Coordinate System NAD 83.
- The grid pattern on the drawings shall be based on the State Plane Coordinate System NAD 83.

- No elevations shall be assigned to any lines or objects in the planimetrics file. Only contours, breaklines and spot elevations shall have elevations assigned to them.
 - All spots shall be on the appropriate layer and contain an attribute for elevation and point description.
 - All contours shall be continuous polylines with intermediate and index layers. (Break contours for annotation only.)
 - All existing features shall be placed in the drawing files using the appropriate layers and linetypes, as specified in the attached “Standard Request for Proposal Layers” list. A digital copy of Delta’s standard drawing template file (delta.dwt) and standard linetype definition file (delta.lin) is enclosed.
 - All text in the drawing file shall be standard (Arial font), sized to match “Leroy” standard templates (80, 100, 120, etc.) scaled for a 1” = 30’ plot scale.
 - Drawing entities shall have color and linetype set “BYLAYER.”
 - If any non-standard symbols are used in the drawing, provide a copy of the necessary code required to load and edit the drawing as submitted.
 - No linework shall be broken in order to add specific “pattern” to create the look of a custom linetype. (An example of this would be breaking a line at specific intervals to add an “X” text object to distinguish a fenceline.) As stated, a copy of Delta’s standard linetype definition file is included. If the surveyor is unable to use this linetype definition file, the “continuous” linetype should be used in place of Delta’s custom linetypes. No additional text items or symbols should be placed along the line to “approximate” a custom linetype.
11. It is requested that one (1) LandXML file be provided of the as-built ground surface model, as used to generate the contours file provided in the previous section. The file should be compliant with LandXML Version 1.0 for Civil 3D software compatibility.
- File 4: 24077FG.xml - As-built Ground Surface Model in the State Plane Grid Coordinate System.
12. It is also requested that two (2) ASCII text point files be included, both should be in the format: point number, northing, easting, elevation, description (P,N,E,Z,D)
- File 5: 24077SPC.asc - All points given in the State Plane Coordinate System NAD 83.
- File 6: 24077BLC.asc - Same points as given in “File 5” translated to Baseline “4-22” station and offset coordinates.
13. All computer files (drawing files, LandXML files, and ASCII points files) shall be submitted to the Delta Project Manager via email, Delta’s Info Exchange, or digital delivery device such as a thumb drive.
14. Please prepare proposal showing separate line-item cost each for Items 1 and 2.

GENERAL

15. Your proposal shall include a fee schedule, estimated work hours, anticipated non-salary cost, and a "not-to-exceed" ceiling figure. All expenses shall be estimated based on the latest Federal guidelines for items such as mileage, meals, per-diem, etc.
16. If accepted, your proposal shall serve as a basis for a not-to-exceed unit price contract made directly with Delta Airport Consultants, Inc. Substantive deliverables from your proposal will be incorporated into Delta's subconsultant agreement (copy attached for your reference). Do not include any contractual terms or conditions in your proposal or add any verbiage that your proposal terms must be agreed to in writing by Delta; if included, we will return the proposal to you for edits before accepting. Prior to commencement of any services hereunder, the subconsultant agreement must be fully executed between your firm and Delta.
17. Carefully review the insurance requirements noted in the sample subconsultant agreement and notify us if there are any concerns with your firm meeting those requirements prior to submitting your proposal. Please also confirm that your firm meets the required Federal Contract Provisions included in Delta's subconsultant agreement and note that these provisions apply to all sub tier contractors.
18. As soon as your services are complete, your firm should invoice Delta. Your invoice will be included with the next Delta invoice submission to the Owner. Payment for your services will be forwarded within fourteen (14) days of receipt of payment from the Owner for the submitted Delta invoice which includes your invoice. To ensure your invoice is incorporated into Delta's invoice submission to the Owner in a timely fashion, your invoice should be received no later than the 25th of the month. Electronic copies of invoices should be submitted to accounting1@deltaairport.com, in addition to any other individuals that may be specified in the instructions within the subconsultant agreement.
19. Your invoice shall, at a minimum, include the following:
 - a. Project name: Construct Taxiway B – Phase III
 - b. Airport name: Delaware Coastal Airport
 - c. Delta project number: 24077
 - d. Invoice number
 - e. Workhour cost, with breakdown of hours and fees
 - f. Non-salary costs
20. All activities on the airfield shall be coordinated with the Engineer, and the Owner.

Mr. Tolley
December 5, 2024
Page 5

21. The Engineer must be contacted, who will coordinate through the Airport Manager, prior to beginning any reconnaissance and/or field work inside and outside the Airport Security fence or adjacent properties.

David W. Jones, P.E.
Project Manager (Engineer)
Delta Airport Consultants, Inc.
(717) 652-8700
djones@deltaairport.com

Robert Bryant, A.A.E.
Airport Manager
Delaware Coastal Airport
(302) 855-7775

22. Please advise if your firm is a Disadvantaged Business Enterprise (DBE) certified by the DelDOT DBE Program. The DelDOT website (deldot.gov/Business/dbe/index.shtml) should be used for verification of current eligibility for DBE Firms in the State of Delaware.

Delta is requesting your proposal on or before December 18, 2024. It is anticipated that a notice-to-proceed for your work will be given during the Spring/Summer of 2026. Upon receipt of the written notice-to-proceed for the Record Surveys, it is requested that a copy of the electronic files for the requested surveys be forwarded to our office within 30 days. On-call construction surveys will be coordinated and requested as needed and will require urgency. These requests will be needed prior to the next Contractor work period in order to avoid delaying subsequent construction activities.

If you should have any questions concerning this matter, please do not hesitate to contact our office.

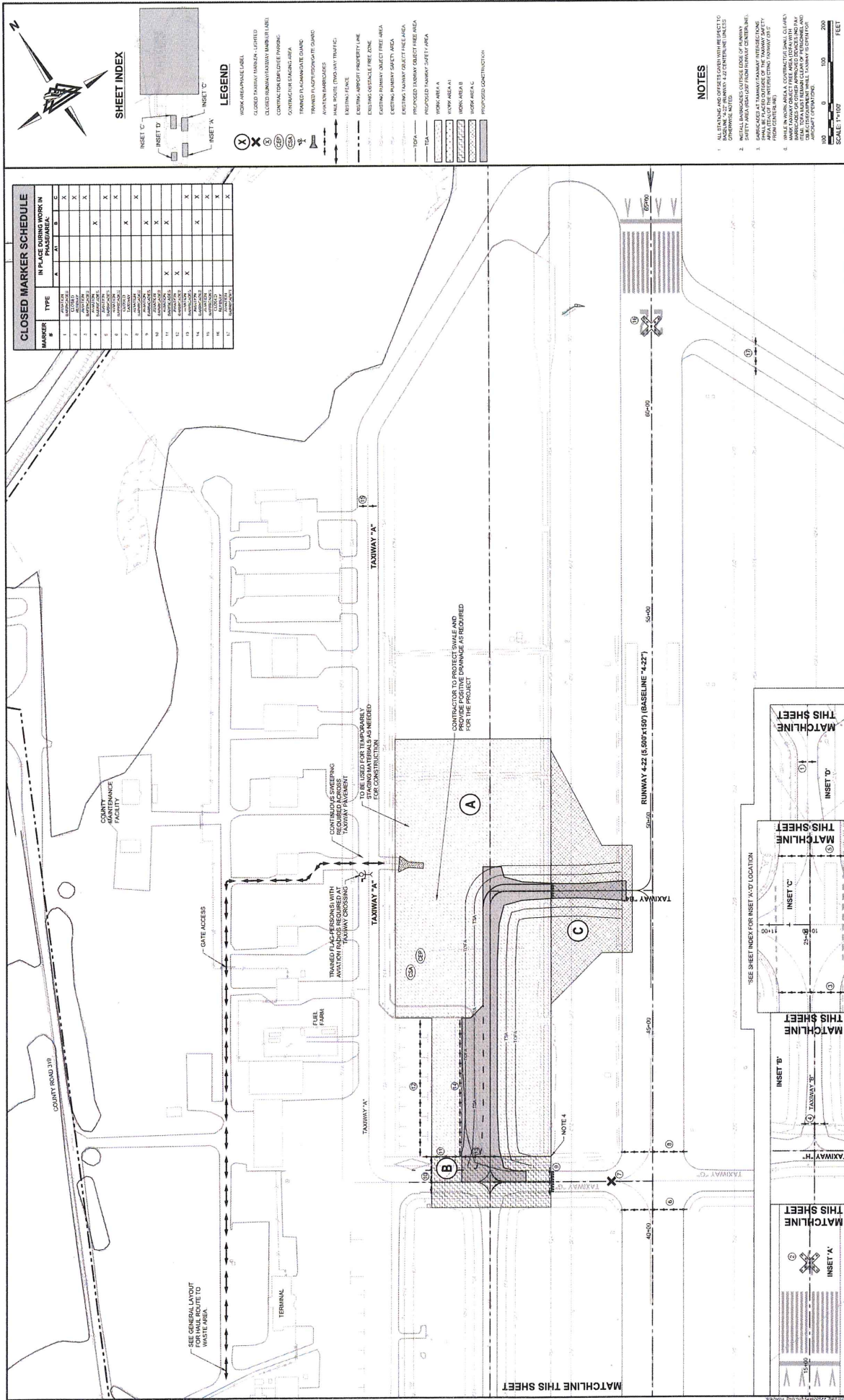
Sincerely,



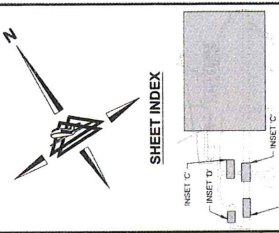
Annabelle Finck, E.I.T.

Enclosures: Standard Request for Proposal Layers
Sample Subconsultant Agreement

Reference: Delta Project No. 24077



CLOSED MARKER SCHEDULE			
MARKER #	TYPE	IN PLACE DURING WORK IN PHASE/AREA	
1	CONSTRUCTION	A	X
2	CONSTRUCTION	B	X
3	CONSTRUCTION	C	X
4	CONSTRUCTION	D	X
5	CONSTRUCTION	E	X
6	CONSTRUCTION	F	X
7	CONSTRUCTION	G	X
8	CONSTRUCTION	H	X
9	CONSTRUCTION	I	X
10	CONSTRUCTION	J	X
11	CONSTRUCTION	K	X
12	CONSTRUCTION	L	X
13	CONSTRUCTION	M	X
14	CONSTRUCTION	N	X
15	CONSTRUCTION	O	X
16	CONSTRUCTION	P	X
17	CONSTRUCTION	Q	X



- LEGEND**
- WORK AREA/PHASE LABEL
 - CLOSED TAXIWAY TAXIWAY - LIGHTED
 - CLOSED TAXIWAY TAXIWAY - UNLIGHTED
 - CONSTRUCTION/STAGING PAVING
 - CONSTRUCTION/STAGING PAVING
 - TRAINED FLIGHT/STAGING QUARD
 - TRAINED FLIGHT/STAGING QUARD
 - AVIATION BARRICADES
 - HAUL ROUTE (TWO WAY TRAFFIC)
 - EXISTING FENCE
 - EXISTING AIRPORT PROPERTY LINE
 - EXISTING OBSTACLE FREE ZONE
 - EXISTING TAXIWAY SUBJECT FREE AREA
 - EXISTING TAXIWAY SUBJECT FREE AREA
 - EXISTING TAXIWAY SUBJECT FREE AREA
 - PROPOSED TAXIWAY SUBJECT FREE AREA
 - PROPOSED TAXIWAY SUBJECT FREE AREA
 - WORK AREA A
 - WORK AREA B
 - WORK AREA C
 - PROPOSED CONSTRUCTION

NOTES

- ALL STAKING AND OFFSETS GIVEN WITH RESPECT TO CENTERLINE OF TAXIWAY 4-227 (BASELINE) UNLESS OTHERWISE NOTED.
- INSTALL BARRICADES OUTSIDE EDGE OF RUNWAY SAFETY AREA (AS SHOWN) FROM RUNWAY CENTERLINE.
- SAFETY AREA (AS SHOWN) FROM RUNWAY CENTERLINE SHALL BE PLACED OUTSIDE OF THE TAXIWAY SAFETY AREA (AS SHOWN) FROM RUNWAY CENTERLINE.
- WHILE IN WORK AREA A, CONTRACTOR SHALL CLOSELY MONITOR AND MAINTAIN EXISTING TAXIWAY 4-227 (BASELINE) AND OTHER APPROVED RUNWAYS AND TAXIWAYS. CONTRACTOR SHALL MAINTAIN TAXIWAY 4-227 (BASELINE) OPEN FOR TRAFFIC.

JOB NO.	3-10-007-040-2023
SHEET	5
OF	48
DRAWN BY:	CAD
DESIGNED BY:	DW/DP
SCALE:	DATE:
1" = 100'	JULY 2024

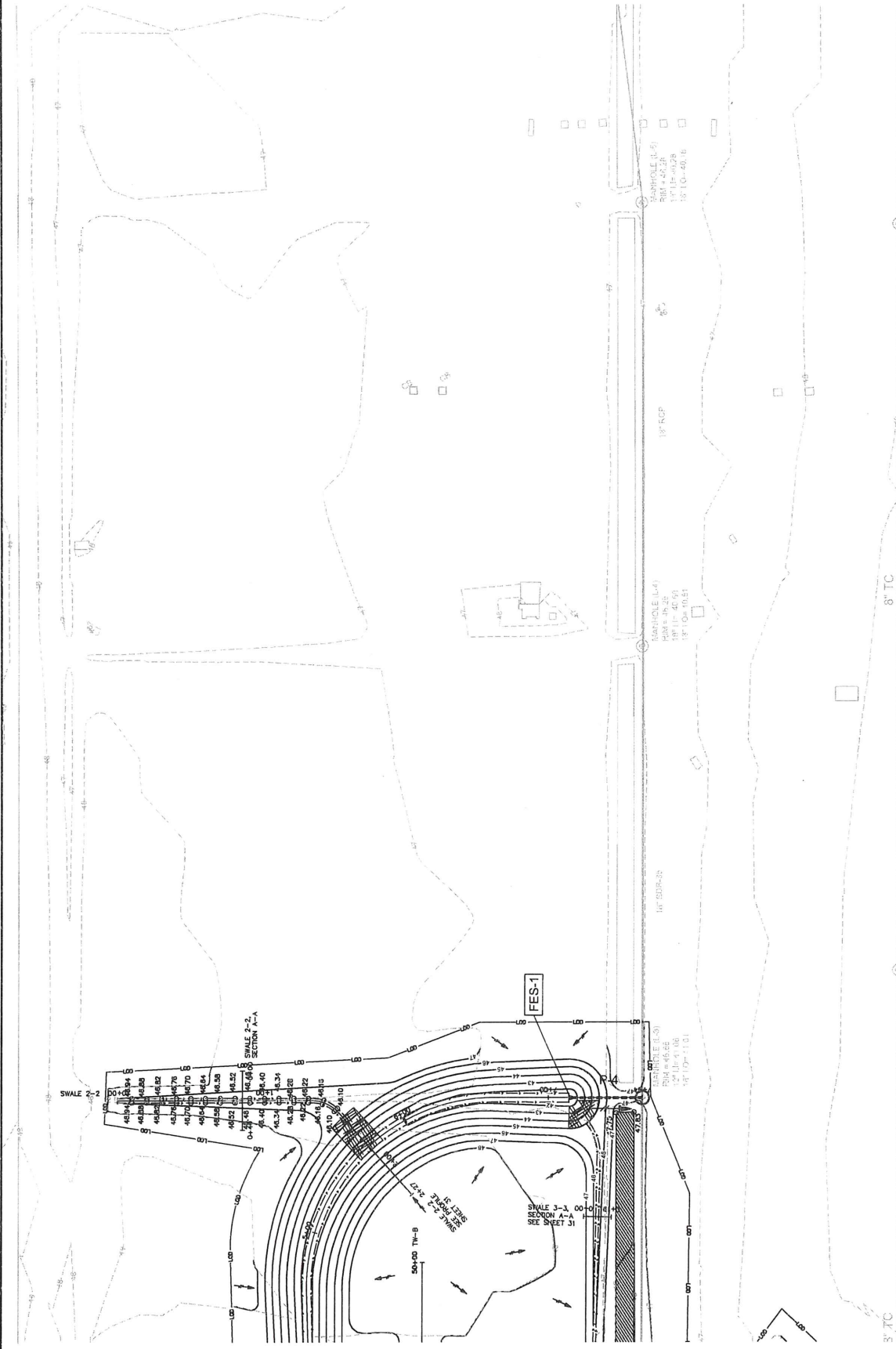
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PRELIMINARY - DO NOT USE
FOR CONSTRUCTION

**DELTA AIRPORT
CONSULTANTS, INC.**



3544 North Progress Avenue, Suite 200
Harrisburg, Pennsylvania 17110
phone: (717) 652-8700 • fax: (717) 652-8371
www.deltairport.com

NO.	REVISIONS	BY	APP.	DATE



										Sussex County Engineering Department 2 The Circle, P.O. Box 595 Camden, NJ 08104 Tel: 856-965-1984 Fax: 856-965-1985																														DELTA AIRPORT CONSULTANTS, INC.										3544 North Progress Avenue, Suite 200 • Harrisburg, Pennsylvania 17110 phone: (717) 652-8700 • fax: (717) 652-8371 • www.deltairport.com										50% REVIEW COPY PRELIMINARY - DO NOT USE FOR CONSTRUCTION										CONSTRUCT TAXIWAY B - PART B										JOB NO. 3-10-0007-040-2023										SHEET 21 OF 48										DRAWN BY: HR										DESIGNED BY: VT										SCALE: 1" = 32'										DATE: JUNE 2024																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			

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

December 19, 2024
Revised January 22, 2025

Delta Airport Consultants, Inc.
3544 North Progress Avenue
Suite 200
Harrisburg, Pennsylvania 17110

Attn: Annabelle G. Fink

Re: Surveying Services
Delaware Coastal Airport
Taxiway B, Phase III
Sussex County, Delaware

Dear Annabelle:

We are pleased to offer you this proposal for surveying services associated with the referenced project. Based on your Request for Proposal our scope of work and fees are as follows:

Item 1 – Construction Surveys

1. We will provide the required field and office work to verify design grades and resolve discrepancies for material placement consisting of 6 survey visits.
2. We will provide the required field and office work to verify contractor's grades on subgrade, pavement subbase, base and surface courses. It is anticipated that additional surveys will be required to verify elevations of drainage structures, pipes, etc. consisting of 15 survey visits.

Estimated Fee \$45,000.00

Item 2 – Record Drawings Surveys

3. We will provide the required field and office work to provide cross-sections on each 50-foot station for Baseline "4-22". All station and offsets will be reported with respect to Baseline "4-22". Elevations will be reported at pavement centerline, each even 25-foot offset, edge of pavement, pavement tie-in, 10-foot offset from edge of pavement, shoulder tie-in and break in grade. Cross sections will extend through the grading limits.
4. We will add additional baselines as necessary.

5. We will provide the required field and office work to prepare additional Record Drawings of the Stormwater Basin as required by the local jurisdiction.

6. We will provide the required field and office work to locate all drainage structures installed as part of this project. Horizontal locations will be reported to the center of the structure with respect to Baseline "4-22".

7. We will provide the required field and office work to determine the elevations for the drainage ditches constructed as part of this project. Elevations will be determined at the upper and lower limits, as well as at 100-foot intervals.

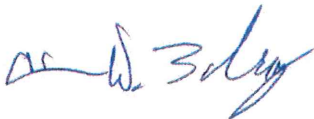
Estimated Fee \$13,000.00

Invoices will be rendered monthly, based on the percentage of work completed during the preceding month, and payment terms will be in accordance with the attached Schedule of Rates No. 50. Any additional services, not included in the above Scope of Work and direct or reimbursable expenses shall be billed in accord with the Subconsultant Agreement and attached Schedule of Rates No. 50.

This proposal does not include construction stakeout, sediment and erosion control plans, storm water management plans, architectural plans or work associated with wetlands.

We would like to thank you for the opportunity of furnishing this proposal and look forward to working with you again.

Sincerely,
DAVIS, BOWEN & FRIEDEL, INC.

A handwritten signature in blue ink, appearing to read "Eric W. Tolley".

Eric W. Tolley, PLS
Associate/Senior Surveyor

ewt

DAVIS, BOWEN & FRIEDEL, INC. ("DBF")
SCHEDULE OF RATES
SCHEDULE NO. 50
Effective January 1, 2024

CLASSIFICATION	HOURLY RATE
Principal	\$230.00
Senior Architect, Sr. Landscape Architect, Sr. Engineer, Sr. Surveyor	\$195.00
Architect, Landscape Architect, Engineer, Surveyor	\$155.00
Senior Manager: Architecture, Landscape Architecture, Engineering, Surveying	\$160.00
Manager: Architecture, Landscape Architecture, Engineering, Surveying	\$140.00
Senior Environmental Specialist	\$160.00
Environmental Specialist	\$130.00
Construction Administrator	\$145.00
Senior Designer	\$150.00
Designer	\$130.00
GIS Specialist	\$140.00
Computer Graphics Designer	\$115.00
CAD I	\$115.00
CAD II	\$100.00
1 Person Survey Crew	\$150.00
2 Person Survey Crew	\$190.00
3 Person Survey Crew & UAV Crew (Excluding Equipment Charge)	\$230.00
Resident Project Representative	\$110.00
Computer Administrator	\$110.00
Administrative Support	\$90.00
Travel	\$0.655/mile
Direct Expense	Cost + 10%
UAV Equipment Charge	\$100/mission
Prints (In-house Reproduction)	\$3.50/sheet
Overtime	(1.5xHourly Rate)
24x36 Mounted Prints	\$90 (First Board)/ \$40 (Additional Boards from the Same Order)



December 5, 2024

Mr. Joshua Miller
Project Manager
Hillis-Carnes Engineering Associates
417 Maryland Avenue
Delmar, Maryland 21875

Subject: Request for Proposal – Quality Acceptance Testing
Taxiway B Construction, Phase III
Delaware Coastal Airport
Sussex County, Delaware
AIP Project No. 3-10-0007-040-2023

Dear Mr. Miller:

Delta Airport Consultants, Inc., is preparing a contract for construction phase services for the referenced project. Delta requests that your firm submit a proposal for materials acceptance testing based on the following scope of work:

SCOPE OF WORK

1. The acceptance testing services include the following materials and approximate quantities:
 - a. Approximately 7,000 cubic yards of P-152 Unclassified Embankment
 - b. Approximately 6,700 square yards of P-152 Subgrade
 - c. Approximately 6,700 square yards of P-154 Crushed Aggregate Subbase Course
 - d. Approximately 90 tons of P-156 Cement Treated Subgrade (*if utilized, at Owner's discretion*)
 - e. Approximately 6,700 square yards of P-209 Crushed Aggregate Base Course
 - f. Approximately 2,000 tons of P-401 Bituminous Surface Course
 - g. Approximately 350 linear feet of D-701 Reinforced Concrete Pipe backfill
 - h. Other items as applicable
2. Testing of the above items shall be completed in accordance with the enclosed 90% Review Plans and Specifications.
3. Review of job mix formulas (JMFs) and material submittals for the above items.
4. Provide a plant testing technician to complete all plant quality acceptance testing during production of the mix and testing of field cores at the plant/laboratory in accordance with the requirements of P-401. No field technician will be required as the Owner's representative will provide field oversight.
5. Provide daily reports of P-401 production and field acceptance test results.

3544 NORTH PROGRESS AVENUE, SUITE 200, HARRISBURG, PENNSYLVANIA 17110

P. (717) 652-8700 F. (717) 652-8371 WWW.DELTAairport.COM

6. Provide a weekly updated summary of all acceptance test results with failing tests highlighted and cross referenced to the subsequent passing retest.
7. Provide for at least four (4) on-call site visits by a Senior Geotechnical Engineer to review and investigate unexpected site conditions such as unsuitable/muck soils. Provide reports and recommendations for procedures or repair of the areas.
8. The anticipated contract time is 120 calendar days. It is anticipated that construction will begin in the Spring/Summer of 2026. For the purpose of this proposal, please anticipate some type of on-site testing for 80 days.
9. The Contractor will not be providing an on-site trailer for use by your firm. Any on-site space required by your firm for general office use and/or testing shall be included in your fee.
10. Provide a final report summarizing all testing for the project, within 14 days of construction completion.
11. The project specifications require that testing organizations meet ASTM requirements for testing of some FAA specification materials, as noted below. This may require subcontracting to a certified firm if your firm is not certified. Please provide certification that your firm or your subconsultant firm meets the applicable requirements.
 - a. P-401 Bituminous Concrete - ASTM D3666
12. Assume that some tests will fail, and that retesting will be required for P-152, P-154, P-156, P-209, P-401, and D-701.

GENERAL

13. Your proposal shall include a fee schedule, estimated work hours, anticipated non-salary cost, and a "not-to-exceed" ceiling figure. All expenses shall be estimated based on the latest Federal guidelines for items such as mileage, meals, per-diem, etc.
14. If accepted, your proposal shall serve as a basis for a not-to-exceed unit price contract made directly with Delta Airport Consultants, Inc. Substantive deliverables from your proposal will be incorporated into Delta's subconsultant agreement (copy attached for your reference). Do not include any contractual terms or conditions in your proposal or add any verbiage that your proposal terms must be agreed to in writing by Delta; if included, we will return the proposal to you for edits before accepting. Prior to commencement of any services hereunder, the subconsultant agreement must be fully executed between your firm and Delta.
15. Carefully review the insurance requirements noted in the sample subconsultant agreement and notify us if there are any concerns with your firm meeting those requirements prior to submitting your proposal. Please also confirm that your firm meets the required Federal Contract Provisions included in Delta's subconsultant agreement and note that these provisions apply to all sub tier contractors.

16. As soon as your services are complete, your firm should invoice Delta. Your invoice will be included with the next Delta invoice submission to the Owner. Payment for your services will be forwarded within fourteen (14) days of receipt of payment from the Owner for the submitted Delta invoice which includes your invoice. To ensure your invoice is incorporated into Delta's invoice submission to the Owner in a timely fashion, your invoice should be received no later than the 25th of the month. Electronic copies of invoices should be submitted to accounting1@deltaairport.com, in addition to any other individuals that may be specified in the instructions within the subconsultant agreement.
17. Your invoice shall, at a minimum, include the following:
- a. Project name: *Construct Taxiway B – Phase III*
 - b. Airport name: *Delaware Coastal Airport*
 - c. Delta project number: *24077*
 - d. Invoice number
 - e. Workhour cost, with breakdown of hours and fees
 - f. Non-salary costs
18. All activities on the airfield shall be coordinated with the Engineer and Owner. The Owner must be contacted prior to beginning any reconnaissance and/or field work inside and outside the airport security fence or adjacent properties.
- | | |
|--|--|
| <p>David W. Jones, P.E.
Project Manager (Engineer)
Delta Airport Consultants, Inc.
(717) 652-8700
djones@deltaairport.com</p> | <p>Robert Bryant, A.A.E.
Airport Manager
Delaware Coastal Airport
(302) 855-7775</p> |
|--|--|
19. Security badging is not required by the Airport.
20. Please advise if your firm is a Disadvantaged Business Enterprise (DBE) certified by the DelDOT DBE Program. The DelDOT website (deldot.gov/Business/dbe/index.shtml) should be used for verification of current eligibility for DBE Firms in the State of Delaware.

Delta is requesting your proposal on or before December 18, 2024.

If you should have any questions, please do not hesitate to contact our office.

Annabelle Finck

Annabelle Finck, E.I.T.

Enclosures: Specifications and Plan Sheets
 Sample Subconsultant Agreement

Reference: Delta Project No. 24077

HILLIS-CARNES

ENGINEERING ASSOCIATES

417 Maryland Avenue
Delmar, MD 21875
Phone (410) 749-0940
Fax (410) 896-3478
www.hcea.com

January 23, 2025

Ms. Annabelle Finck
Delta Airport Consultants, Inc
3540 N. Progress Ave., Suite 102
Harrisburg, PA 17110

Re: Proposal to Provide Construction Materials Testing and Inspection Services
GED Construct Taxiway B - Phase III
21553 Rudder Lane, Georgetown, DE 19947
HCEA Proposal Number P240503SAL

Dear Ms. Finck:

Hillis-Carnes Engineering Associates, Inc. (HCEA) is pleased to submit this proposal to provide construction materials testing and inspection services for the above-referenced project. Our estimate is based on the documents made available to us, as well as our experience with projects of this nature.

It is our understanding that this project consists of Construction Phase services for a new Parallel Taxiway at the Delaware Coastal Airport in Sussex County, Delaware.

We trust this proposal clearly and concisely outlines our scope of services and associated fees. A project work order is included on the following pages. Should you have any questions or concerns, please do not hesitate to call us at (410) 749-0940. Thank you for the opportunity to present this proposal. We look forward to your response and the opportunity of working with your firm as team members towards the successful completion of this project.

Sincerely,
HILLIS-CARNES ENGINEERING ASSOCIATES, INC.



Joshua Miller
Project Manager
jtmiller@hcea.com



Vernon Opdyke
Assistant Vice President/Branch Manager
vopdyke@hcea.com

SCOPE OF SERVICES

1. The acceptance testing services include the following materials and approximate quantities:
 - a. Approximately 7,000 cubic yards of P-152 Unclassified Embankment
 - b. Approximately 6,700 square yards of P-152 Subgrade
 - c. Approximately 6,700 square yards of P-154 Crushed Aggregate Subbase Course
 - d. Approximately 90 tons of P-156 Cement Treated Subgrade (*if utilized, at Owner's discretion*)
 - e. Approximately 6,700 square yards of P-209 Crushed Aggregate Base Course
 - f. Approximately 2,000 tons of P-401 Bituminous Surface Course
 - g. Approximately 350 linear feet of D-701 Reinforced Concrete Pipe backfill
 - h. Other items as applicable
2. Testing of the above items shall be completed in accordance with the enclosed 90% Review Plans and Specifications.
3. Review of job mix formulas (JMFs) and material submittals for the above items.
4. Provide a plant testing technician to complete all plant quality acceptance testing during production of the mix and testing of field cores at the plant/laboratory in accordance with the requirements of P-401. No field technician will be required as the Owner's representative will provide field oversight.
5. Provide daily reports of P-401 production and field acceptance test results.
6. Provide a weekly updated summary of all acceptance test results with failing tests highlighted and cross referenced to the subsequent passing retest.
7. Provide for at least four (4) on-call site visits by a Senior Geotechnical Engineer to review and investigate unexpected site conditions such as unsuitable/muck soils. Provide reports and recommendations for procedures or repair of the areas.
8. The anticipated contract time is 120 calendar days. It is anticipated that construction will begin in the Spring/Summer of 2026. For the purpose of this proposal, please anticipate some type of onsite testing for 80 days.
9. The Contractor will not be providing an on-site trailer for use by our firm. Any on-site space required by your firm for general office use and/or testing shall be included in our fee.
10. Provide a final report summarizing all testing for the project, within 14 days of construction completion.
11. The project specifications require that testing organizations meet ASTM requirements for testing of some FAA specification materials, as noted below. This may require subcontracting to a certified firm if your firm is not certified. Please provide certification that your firm or your subconsultant firm meets the applicable requirements.
 - a. P-401 Bituminous Concrete - ASTM D3666
12. Assume that some tests will fail, and that retesting will be required for P-152, P-154, P-156, P-209, P-401, and D-701.

FEE SCHEDULE

The following estimate is for budgeting purposes and was prepared with the benefit of the project construction schedule. Actual units will be billed as they are expended on a time and materials basis, as directed by the Client, whether less than or greater than the estimate.

Budget Estimate:

DESCRIPTION	QTY	RATE	U/M	ITEM TOTAL
FIELD SERVICES				
Senior Project Engineer	32	\$ 155.00	Hour	\$ 4,960.00
Report Review	20	\$ 95.00	Hour	\$ 1,900.00
Project Manager	20	\$ 95.00	Hour	\$ 1,900.00
QA Testing 1/2 Day Rate	20	\$ 275.00	Day	\$ 5,500.00
QA Testing Daily Rate	60	\$ 450.00	Day	\$ 27,000.00
Nuclear Gauge Rental	80	\$ 50.00	Day	\$ 4,000.00
Asphalt Lab Technician (P-401)	10	\$ 600.00	Day	\$ 6,000.00
SUBTOTAL				\$ 51,260.00
LABORATORY SERVICES				
Proctor P-209	1	\$ 135.00	Each	\$ 135.00
Proctor-P156	1	\$ 145.00	Each	\$ 145.00
Sieve Analysis	4	\$ 80.00	Each	\$ 320.00
Proctor P-152	2	\$ 125.00	Each	\$ 250.00
Proctor-P154	1	\$ 135.00	Each	\$ 135.00
SUBTOTAL				\$ 985.00
REIMBURSABLES				
Trip Charge	80	\$ 30.00	Trip	\$ 2,400.00
SUBTOTAL				\$ 2,400.00
TOTAL BUDGET ESTIMATE				\$ 55,000.00



December 5, 2024

Mr. Wilfred Nixon
Ken Weeden & Associates, Inc.
PO Box 3113
Wilmington, NC 28406

Subject: Request for Proposal
Construction Compliance Monitoring
Taxiway B Construction, Phase III
Delaware Coastal Airport
Sussex County, Delaware
AIP Project No. 3-10-0007-040-2023

Dear Mr. Nixon:

Delta Airport Consultants, Inc. is preparing a contract for construction administration services for the above referenced project at the Delaware Coastal Airport. The project consists of construction of Taxiways B and B4, including all grading and drainage associated with it. The duration of the project is anticipated to be 122 calendar days. Your firm will be responsible for helping to ensure compliance with 49 CFR 26.37. Delta requests that your firm submit a proposal for the following scope of work:

SCOPE OF WORK

1. Task 1: Onsite Monitoring
 - Document (real time) active field monitoring of work sites at a minimum of two (2) visits to ensure DBE firms are performing work committed to them in approved awards and contracts in accordance with 49 CFR § 26.37(b)
 - Confirm wage/labor compliance with requirements of the Davis-Bacon Act
 - Conduct and document any other on-site labor interviews,
 - Perform CUF (commercially useful function) reviews of DBE firms working on project to ensure compliance with 49 CFR § 26.55
 - Prepare and submit reports after each round of onsite visits
2. Task 2: Payroll Review
 - Collect, retain, and review Certified Payrolls for wage/labor compliance with requirements of the Davis-Bacon Act for prime and all subcontractors
3. Task 3: Project Management/Closeout
 - Attend Pre-construction Meeting
 - Assist Delta with responding to Contractor requests for additional USDOL labor classifications
 - Compilation of a brief Final Project Summary, for:
 - DBE Program and Davis-Bacon Program compliance

3544 NORTH PROGRESS AVENUE, SUITE 200, HARRISBURG, PENNSYLVANIA 17110

P. (717) 652-8700 F. (717) 652-8371 WWW.DELTAairport.com

- o Provide full set of Certified Payrolls, labor interviews, and other compliance documents to the Engineer/Airport upon project completion

4. Please provide a separate cost for Tasks 1, 2, and 3.

GENERAL

5. Your proposal shall include a fee schedule, estimated work hours, anticipated non-salary cost, and a “not-to-exceed” ceiling figure. All expenses shall be estimated based on the latest Federal guidelines for items such as mileage, meals, per-diem, etc.
6. If accepted, your proposal shall serve as a basis for a not-to-exceed contract made directly with Delta Airport Consultants, Inc. Substantive deliverables from your proposal will be incorporated into Delta’s subconsultant agreement (copy attached for your reference). Do not include any contractual terms or conditions in your proposal or add any verbiage that your proposal terms must be agreed to in writing by Delta; if included, we will return the proposal to you for edits before accepting. Prior to commencement of any services hereunder, the subconsultant agreement must be fully executed between your firm and Delta.
7. Carefully review the insurance requirements noted in the sample subconsultant agreement and notify us if there are any concerns with your firm meeting those requirements prior to submitting your proposal. Please also confirm that your firm meets the required Federal Contract Provisions included in Delta’s subconsultant agreement and note that these provisions apply to all sub tier contractors.
8. As soon as your services are complete, your firm should invoice Delta. Your invoice will be included with the next Delta invoice submission to the Owner. Payment for your services will be forwarded within fourteen (14) days of receipt of payment from the Owner for the submitted Delta invoice which includes your invoice. To ensure your invoice is incorporated into Delta’s invoice submission to the Owner in a timely fashion, your invoice should be received no later than the 25th of the month. Electronic copies of invoices should be submitted to accounting1@deltaairport.com, in addition to any other individuals that may be specified in the instructions within the subconsultant agreement.
9. Your invoice shall, at a minimum, include the following:
 - a. Project name: *Construct Taxiway B – Phase III*
 - b. Airport name: *Delaware Coastal Airport*
 - c. Delta project number: *24077*
 - d. Invoice number
 - e. Workhour cost, with breakdown of hours and fees
 - f. Non-salary costs

Mr. Nixon
December 5, 2024
Page 3

10. All crews working in the active aircraft operation areas shall have aviation band radios and monitor the Unicom Frequency 123.0 MHZ at all times. All activities on the airfield shall be coordinated with the Owner through the Engineer prior to the start of work. The work crews shall be prepared to clear the runway and taxiway safety areas during aircraft operations as ordered by the Owner.
11. All activities on the airfield shall be coordinated with the Engineer who will coordinate with the Owner.
12. The Airport Manager must be contacted prior to beginning any reconnaissance and/or field work inside and outside the Airport Security fence or adjacent properties.

David W. Jones, P.E.
Project Manager (Engineer)
Delta Airport Consultants, Inc.
(717) 652-8700
djones@deltaairport.com

Robert Bryant, A.A.E.
Airport Manager
Delaware Coastal Airport
(302) 855-7775

13. If your firm or a member of your team is a disadvantaged business enterprise (DBE), provide a copy(s) of current certification by a State or Federal agency(s), preferably where the project is located.

Delta is requesting your proposal on or before December 18, 2024. It is anticipated that a notice-to-proceed for your work will be given during the Spring/Summer of 2026.

If you should have any questions concerning this matter, please do not hesitate to contact our office.
Sincerely,



Annabelle Finck, E.I.T.

Enclosures: Sample Subconsultant Agreement

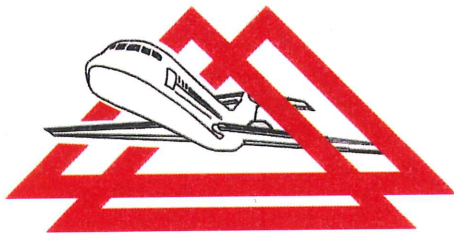
Reference: Delta Project No. 24077

DBE CONTRACT COMPLIANCE MONITORING CONSULTING SERVICES

For the

Delaware Coastal Airport
Taxiway B Construction Phase III Project
DBE Program Compliance Monitoring

submitted to



***DELTA AIRPORT
CONSULTANTS, INC.***

by



***KEN WEEDEN
& ASSOCIATES***

1989-2024: 35 Years of Quality Solutions

Ken Weeden & Associates, Inc. - Planning Consultants

WILMINGTON – RALEIGH – ATLANTA

December 2024

Ken Weeden and Associates Inc. (KWA) is pleased to submit this proposal to Delta Airport Consultants for the Delaware Coastal Airport to provide DBE program compliance monitoring services for the Taxiway B Construction Phase III project. Founded and based in Wilmington, North Carolina in 1989, KWA is a full-service DBE programs consulting firm now in our 35th year of continuous operation. Our company is nationally recognized for its expertise in USDOT DBE and ACDBE programs (49 CFR Parts 26, and 23), especially with airports. We have developed DBE and ACDBE programs for, and have provided consulting services to, airports in 36 states and three (3) U.S. territories and in all five (5) FAA airport size categories, (i.e., large-, medium-, small-, and non-hub primary, and non-primary (general aviation)). KWA is certified as a Disadvantaged Business Enterprise (DBE) in 12 states, including the Delaware Unified Certification Program.

KWA's specific and relevant areas of expertise include the following:

1. DBE and ACDBE Program Plan Development, and Goals Methodology Development - Airports, Transits, and State DOT's, as applicable.
2. Program Administration/Implementation/Consulting- On Call Services
3. **Compliance Monitoring-Onsite services, long-term, or short-term.**
4. Training and Professional Staff Development-National DBE Training Institute
5. Disparity Studies

KWA proposes to provide the following DBE contract compliance program monitoring services as requested by Delta Airport Consultants:

Task 1: Onsite Project Monitoring for DBE Compliance, and Goal Tracking

KWA proposes to perform all necessary on-site reviews for the construction phase of the Delaware Coastal Airport Taxiway B Construction Phase III project. Activities will include but are not limited to:

- Documenting (real time) active field monitoring of work sites to ensure DBE firms are performing work committed to them in approved awards and contracts in accordance with 49 CFR § 26.37(b).
- Confirming wage/labor compliance with requirements of the Davis-Bacon Act for prime contractors and subcontractors.
- Conducting and documenting any other on-site labor interviews.
- Performing commercially useful function (CUF) reviews of DBE firms working on the project to ensure compliance with 49 CFR § 26.55.
- Preparing and submitting reports after each round of on-site visits.

Task 2: Review Pay Application Request and Prompt Payment Compliance

KWA proposes to receive monthly copies of prime contractors' and subcontractors Pay Application Request to verify prompt payment and payroll/payrates compliance. KWA proposes to review relevant documents to ensure that prompt payment and contract provision requirements are met. Activities include but are not limited to:

- Collecting, reviewing, and retaining certified payrolls - for primes and all subcontracts.

Task 3: Project Management

- Review the Owner's DBE program plan and its requirements.
- Attend the pre-construction meeting.
- Assist Delta Airport Consultants with responding to contractor requests for additional USDOL labor classifications.
- Track Prime Contractor payments to subs to verify Prompt Payment Compliance.
- Compile a brief Final Project Summary for the following:
 - DBE Program and Davis-Bacon program compliance.
 - Full set of certified payrolls, labor interviews, and other compliance documents to the airport upon project completion.

Project Team and Project Management: KWA-CCMT

A select KWA Contract Compliance Monitoring Team (KWA-CCMT) shall provide services on-site to Delta Airport Consultants for Delaware Coastal Airport. KWA Senior Compliance Specialist, Jeremy R. Weeden, will lead the team in the field. Wilfred Nixon, Senior Vice President, will coordinate all services from the Wilmington office, with Kenneth Weeden serving as Overall Project Manager. Brief resumes of Team members follow:

Kenneth Weeden, Overall Project Manager

For over 43 years Mr. Weeden has directed, prepared, coordinated and served as project support for a variety of planning projects, including airport master plans, highway development plans, railway corridor studies, comprehensive urban plans, and land use/socioeconomic analysis for airport and transportation projects, and the Disadvantaged Business Enterprise (DBE) Program, under 49 CFR, parts 26 and 23. Mr. Weeden founded KWA in 1989, after working nine years for a notable engineering and planning consulting firm (Talbert, Cox & Associates), which was based in Wilmington, North Carolina. Mr. Weeden has been working with the USDOT/FTA/FAA/FHWA Disadvantaged Business Enterprise (DBE) programs since 1980 and has led in the preparation of hundreds of program documents in projects in 36 states and in three U.S. territories (i.e., Puerto Rico, the US Virgin Islands, and the Northern Mariana Islands (Saipan)) and for more than 150 different transportation entities. He is a national expert in DBE-ACDBE/MBE/SBE program development and implementation. This expertise includes program development, implementation, training, joint venture reviews, certification assistance, and

conducting program assessments and evaluations. Mr. Weeden is also the founder and lead trainer of the National DBE Training Institute (www.natdbe-ti.com).

Education

- Bachelor of Arts, Journalism and Sociology: University of Mississippi, Oxford, Mississippi (1973)
- Master of Regional Planning: University of North Carolina at Chapel Hill (1975)
- Professional Certificate in NEPA Environmental Impact Assessments for the Human Environment: Nicholas School of the Environment, Duke University
- Professional Certificate in Airport Noise, Land Use Controls: Georgia Institute of Technology (Georgia Tech)

Wilfred Nixon, Senior Vice President, KWA-Wilmington

Wilfred has worked primarily out of the KWA Wilmington NC office since 2002. He has nearly 21 years of substantial expertise in all phases of the DBE/MBE/HUB program services offered by KWA. In addition to helping to manage the Wilmington office, his experience also includes leading the KWA Wilmington team in the development of Disadvantaged Business Enterprise (DBE) and Airport Concession DBE programs and triennial goal documents for numerous airports of all sizes. His list of projects for DBE and Airport Concession DBE services include **Wilmington International Airport, Myrtle Beach International, Coastal Carolina Regional, Asheville Regional Airport, Tulsa International, Hartsfield-Jackson Atlanta International, Tampa International, Norfolk International, and Memphis International Airport**. Wilfred is also an expert in project monitoring and in the development of good faith efforts reviews, and annual accomplishment reports. He also has extensive experience in planning and implementing stakeholder outreach sessions to facilitate DBE/MBE/HUB participation in projects. Wilfred has also served as a Senior Trainer with the National DBE Training Institute, specializing in report development, good faith effort reviews, and monitoring and enforcement requirements, since its inception in 2009.

Education

- Bachelor of Science, Environmental Science: North Carolina Agricultural and Technical State University, Greensboro, North Carolina (1996)
- Master of Business Administration: University of North Carolina at Wilmington, Wilmington, North Carolina (2001)
- Certificate in Airport Planning — University of Texas (2002)

Jeremy R. Weeden - Senior Compliance Specialist – Ken Weeden & Associates, Inc.

Jeremy initially worked for KWA for two years (2006-2008) before going on to work for 10 years for the City of Charlotte NC as a Contract Compliance Specialist with the Engineering and Property Management Division. Jeremy rejoined KWA in June 2018. His 17 years of extensive work with DBE and MWBE goals programs, project monitoring and tracking of expenditures, and reporting, is an asset to KWA clients. His work experience also includes performing DBE certifications. His work with the City of Charlotte included supervising and administering contract compliance for two of the City's major public transit projects (i.e., the Gold Line Street Car Phase I (\$25 million), and Phase II- (\$95 million). His skillsets also include:

- Ensuring project compliance with city, state, and federal contract regulations for DBE, MWBE, and Davis-Bacon, wage and hour report preparation, commercially useful function (CUF) reviews, and conducting wage interviews and review of payrolls.

Education

- Bachelor of Arts, Urban Planning & African American Studies-University of North Carolina at Greensboro, (UNC-G) 2004
- Compliance Administrator Certification-Morgan State University Center for Continuing Education, 2016 (Through completion of course by American Contract Compliance Association-ACCA)
- Master of Business Administration – Johnson and Wales University, 2017 (In Progress)

Time of Performance

KWA will commence work as soon as practical after the issue of a Work Authorization for these services within a timeframe agreeable to Delta Airport Consultants. All work set forth above shall continue through the completion of the airport project construction phase, which is projected for approximately 122 days, assuming generally favorable conditions, and timely submission of any data needed from prime contractors and sub-contractors.

FEE PROPOSAL/COMPENSATION

KWA proposes to provide the services described above based on the hourly fee schedule/rates contained in the chart shown below: Invoices will be submitted monthly.

Personnel	Hourly Rates
Jeremy Weeden, Senior Compliance Specialist	\$133
Wilfred Nixon, Senior Vice President	\$176
Kenneth Weeden, Overall Project Manager	\$253

A detailed projection of estimated labor costs and any direct costs is shown in the attached Table 1: The intensity of the actual on-site reviews will necessarily vary depending on the numbers and layers of subcontracts, i.e., Tier 1, Tier 2, etc., and all will have to comply with payroll and DBE requirements. The budget projection captures an overall weekly and monthly average for the entire estimated 122-day period.

Fee/Budget

	Project Activity Personnel	MONTHLY Average Estimated Hours	Project Manager Kenneth Weeden	Senior Compliance Specialist Jeremy R. Weeden	Senior Vice President Wilfred Nixon
	Hourly Rates:		\$253	\$133	\$176
1	Task 1: Onsite Project Monitoring for DBE Compliance, and Goal Tracking	12.00	0.00	12.00	0.00
2	Task Set 2: Review Pay Application Request and Prompt Payment Compliance	8.00	0.00	6.00	2.00
3	Task 3: Project Management	8.00	2.00	2.00	4.00
	TOTALS:	28.00	2.00	20.00	6.00

Monthly Average:	\$4,222	\$506	\$2,660	\$1,056
122-day Total	\$16,888			
Mileage (220 miles) (2 round trips)	\$442			
Grand Total	\$17,330			
Rounded	\$18,000			



U.S. Department
of Transportation
**Federal Aviation
Administration**

Advisory Circular

Consolidated AC Includes Change 1

Subject: Architectural, Engineering, and Planning
Consultant Services for Airport Grant Projects

Date: 9/25/2015

AC No: 150/5100-14E

Initiated By: AAS-100

Change: 1

1

Purpose.

This advisory circular (AC) provides guidance for airport Sponsors in the selection and engagement of architectural, engineering, and planning consultants. It also discusses services that normally would be included in an airport grant project, types of contracts for these services, contract format and provisions, and guidelines for determining the reasonableness of consultant fees.

2

Cancellation.

This AC cancels AC 150/5100-14D, *Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects*, dated August 30, 2005.

3

Applicability.

A Sponsor is required to award each contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, land acquisition services, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 (40 U.S.C. Chapter 11, Selection of Architects and Engineers), or an equivalent qualifications-based requirement prescribed for or by the Sponsor of the airport. See 49 U.S.C. § 47107(a) (17) and the grant assurances.

Title 2 of the Code of Federal Regulations (C.F.R.), part 200, establishes uniform administrative rules for Federal grants. The FAA prepared this guidance to assist Sponsor compliance with the procurement requirements of §§200.317-200.326.

This AC does not apply to airport projects that are fully funded with passenger facility charge (PFC) funds.

13. Quality control during design.
14. Coordination with other consultants and agencies.
15. Deliverables.
16. Data and material furnished by the Sponsor.
17. Testing and commissioning requirements.
18. City/county requirements.
19. Number of bid packages.
20. Complexity of construction phasing to minimize impacts on airport operations.
21. Public Outreach.



2.13 **Independent Fee Estimate.**

2.13.1 A Sponsor must perform a price or cost analysis for every A/E contract (2 CFR § 200.323). The method and degree of analysis is dependent on the facts surrounding the contract. To properly evaluate the cost of professional services an independent fee estimate (IFE) is required, prior to receiving the consultant's proposal, as part of the cost analysis for all A/E contracts and contract modifications. The IFE is intended to be used as a negotiation tool by the Sponsor. The word "independent" does not imply that the IFE has to be performed by someone other than the Sponsor. Preparation of an IFE can be completed in a number of ways, such as the following, or as approved by your local ADO:

1. A Sponsor having a staff with experience in estimating the professional services and negotiating contracts for these services can develop its own IFE for the services, based on the scope of services agreed upon in paragraph 2.12.
2. Sponsors having no staff with this expertise or having minimal or no previous experience may engage the services of a consultant on retainer for preparation of the IFE provided the consultant has experience with the services involved and who is not being considered for the project.
3. Alternatively, an independent engineering, architecture, or planning consultant may be retained to prepare an IFE provided this consultant was not on the pre-selection short-list. The consultant must have recent experience in airport work similar to that proposed and be familiar with FAA requirements and procedures. The Sponsor should request evidence that the consultant meets the above requirements.

2.13.2 State aviation personnel who have experience with the services involved may also prepare the IFE for the Sponsor's use.

2.13.3 The level of detail needed to satisfy the requirements of an IFE varies and is dependent on the anticipated value of the A/E contract. For contracts with an anticipated value less than \$100,000 the Sponsor can satisfy the IFE requirement by comparing the A/E contract with previous contracts of a similar nature, or preparing a detailed fee/cost



analysis (see Appendix E). At a minimum, the independent estimate must address direct labor work hours, labor rates, general and administrative overhead, non-salary expenses and a reasonable profit. For contracts anticipated to be greater than \$100,000 a detailed fee/cost analysis is required.

2.13.4 If the Sponsor hires a consultant to perform any of these functions, that consultant may be retained using informal or non-competitive qualifications based procedures (see paragraphs 2.10.2 and 2.9.3) as applicable; however, the IFE consultant will not be eligible for consideration to perform work on the project.



2.13.5 Another source on estimating consultant's cost can be found in ASCE Manuals and Reports on Engineering Practice No. 45, "How to Work Effectively with Consulting Engineers." However, these graphs must be used with judgment and within their stated limitations. Other resources include project history files, previous contracts, etc.

2.13.6 Sponsors have an obligation to obtain a fair and reasonable fee in all cases. Prior to initiating further discussions with the first-ranked consultant, the Sponsor must accept the IFE and retain it for their records. Appendices D and E present sample formats for consultant services fee/cost and detailed fee/cost analysis respectively, however any format that meets this purpose is acceptable. The FAA retains the right to disallow negotiated fees that the FAA determines to be unreasonable.

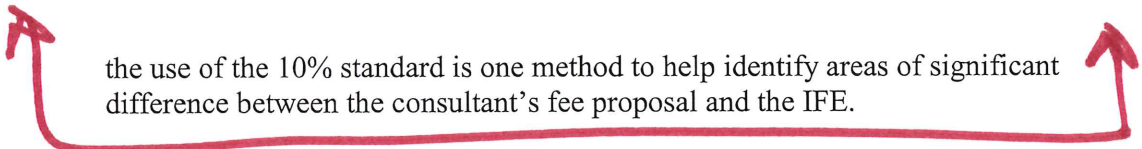
2.14 **Negotiations.**

2.14.1 After developing a detailed scope of services and after the IFE requirements have been satisfied per Par. 2.12, the Sponsor may enter into negotiations with the consultant given first preference by the selection board. Once the rankings have been established, the Sponsor shall inform the other firms on the pre-selection shortlist that negotiations have been initiated with the first ranked firm. If an independent firm has been retained by the Sponsor for the purpose of preparing an independent fee estimate, the firm may be consulted by the Sponsor during negotiations, to clarify problem areas, but not to review the consultant's fee proposal or attend any negotiating sessions.

2.14.2 Based on the scope of services agreed upon in paragraph 2.12, the Sponsor must request the consultant to submit the proposed fee and supporting cost breakdown. The consultant must prepare a detailed estimate of the hours and cost required for each of the major tasks. In addition to charges for labor, the consultant should, if appropriate, indicate the costs for subcontractors, travel, living expenses, reproduction, and other out-of-pocket expenses expected to be incurred.



2.14.3 When evaluating the reasonableness of a consultant's fee proposal, a general review standard used within the FAA and industry is whether the total fee proposal, as well as individual tasks within the proposal, is within 10% of the IFE. When differences exceed 10%, the Sponsor and IFE preparer should review those areas with the consultant to determine if there is a misunderstanding of the scope of services or level of effort required to complete the work. While this should not be construed as policy,



the use of the 10% standard is one method to help identify areas of significant difference between the consultant's fee proposal and the IFE.

- 2.14.4 Negotiations should be based upon the data submitted by the consultant and an evaluation of the specific work hours required for each task. The Sponsor should subject the consultant's data to a technical/engineering analysis. Based on this analysis, the Sponsor should identify differences in the work-hour estimates. Significant differences, either positive or negative, between the estimate submitted by the consultant and the estimate developed by the Sponsor should be resolved, and revisions should be made to the work hours or scope of services as required. The fee should then be evaluated, taking into consideration the experience level required by the engineer working on each task. A sample fee/cost analysis form is shown in Appendix E.
- 2.14.5 If a mutually satisfactory contract cannot be negotiated with the first-ranked consultant, the negotiations must be terminated and the consultant notified. Negotiations must then be initiated with the consultant given second preference by the selection board. This procedure must be continued with recommended consultants in the sequence of ranking established by the selection board until a mutually satisfactory contract has been negotiated. Once negotiations have been terminated with a firm and begun with another, they cannot be reopened with the former firm.
- 2.14.6 A record of negotiations must be prepared by the Sponsor and included in the contract file. This record must contain sufficient detail to reflect any changes in the scope of services controlling the establishment of the cost and other terms of the contract. An explanation must be provided for any significant differences between the Sponsor's original estimate and the final fee agreed upon. The scope of services, draft contract, Sponsor's independent fee estimate, consultant's fee proposal with any revisions, and detailed fee analysis must be attached to the report. A sample Record of Negotiations is contained in Appendix F.
- 2.14.7 Upon completion of successful negotiations, all consultants interviewed by the selection board should be informed of the consultant selected for the project.
- 2.14.8 FAA personnel will not be present and will not participate in the negotiation process. The FAA's role is to make a judgment on the reasonableness of the compensation for the services to be furnished and to ensure that all services required for a particular project have been included in the proposal.
- 2.14.9 If requested by the FAA, the Sponsor must submit the record of negotiations and all attachments to the FAA for a reasonableness of cost determination (Order 5100.38, Chapter 3, Section 14).



Federal Aviation Administration

Questions/Answers on Grant Assurance 40, Access to Leaded Aviation Gasoline

1. Can a federally obligated airport prohibit sale/self-fueling of 100-octane low lead (100LL)?

If 100LL was made available at an airport, any time during 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100LL.

An airport sponsor may not take action (or fail to take action) that would directly or indirectly prohibit or restrict access by airport users to 100LL. This includes but is not limited to adopting or changing municipal codes, airport rules and regulations, minimum standards, leasing policies, permits, licenses, and airport planning actions. An airport sponsor's actions shall not result in unreasonable or unjustly discriminatory requirements (including fees) that have the effect of restricting a service provider or an operator from acquiring, storing, transporting, dispensing, or selling 100LL, as the case may be (commercially or self-service).

2. What about banning 100LL at an airport that discontinued prior to 2022?

Prohibition of an FAA authorized fuel at a federally obligated airport may place the sponsor in violation of Grant Assurance 22, Economic Nondiscrimination or 23, Exclusive Rights.

Long-held FAA policy and precedent is that airport sponsors are not required to offer any particular or specific aeronautical service, including fueling. However, that discretion does not extend to airport sponsors banning the use or sale of FAA authorized fuels. Likewise, a sponsor must also reasonably consider a proposal by an existing or potential aeronautical user seeking to provide services at the airport.

3. What airports does Section 770 and Grant Assurance 40 apply?

Section 770 creates a statutory grant assurance that applies to all airport sponsors that accept federal airport development grant funding as of the date the updated grant assurances are published in the Federal Register and/or as included as a condition in a grant agreement already entered into by the sponsor with the FAA.

4. Do any of the high-octane unleaded fuels meet the criteria in Section 770?

No. As of April 2025, there is no fuel that meets the criteria of 47107(22)(B)(i) and (ii). For example, a fuel would have to be authorized for all aircraft and no fuel has been authorized for the rotorcraft fleet. The FAA will provide additional information when the criteria is met.

5. How will the FAA enforce the grant assurance?

Education is the primary tool for achieving sponsor compliance with all grant assurances. In order to maintain Airport Compliance Program integrity, FAA personnel may participate in limited oversight to detect recurring deficiencies, system weaknesses, or prohibited actions by sponsors. After education, investigation and resolution of complaints are the most prominent compliance program tools. For Grant Assurance 40, specifically, Congress included a civil penalty option to be considered during any alleged violation investigation.

Robert Bryant

Subject: GED RWY Extension EA & Prelim Design; T-Hangars Fees
Location: Admin Caucus Room - Basement

Start: Wed 6/4/2025 1:00 PM
End: Wed 6/4/2025 2:00 PM

Recurrence: (none)

Meeting Status: Meeting organizer

Organizer: Robert Bryant
Required Attendees: Todd F. Lawson; Gina Jennings; Mark Parker
Optional Attendees: Mike Harmer
Resources: Admin Caucus Room - Basement

Meeting will be held in Caucus Room Basement to discuss next steps for use of \$1.0M CDS and T-Hangar Fees (and any other airport topics)

Microsoft Teams [Need help?](#)

Join the meeting now

Meeting ID: 296 206 831 821
Passcode: 93wD2KC3

Dial in by phone

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For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

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 Matthew R. Lloyd
The Honorable Steven C. McCarron

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

RE: ***King's Highway Advanced Utility Relocation, Project S25-46***
A. Approval of DelDOT Letter Agreement T202512901 – Kings Highway
Sussex County Sewer Relocation, Phase I

DATE: June 17, 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 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. 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 entails routing 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 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.



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.

For the northern initial phase of the DelDOT project it would include rerouting the main 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 recommended considering an extension to the bend of Gills Neck Road by eliminating two expensive jack & bore road crossings. Under the final phase 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.

Initially two agreements were considered. The first one with DelDOT for the advance forcemain relocation reimbursement of initial rerouting and a second one with the developer of the Village Center for actual construction as part of the development project.

On February 11, 2025, Council approved Amendment 2 to DBF's 2024 Base Agreement in the not to exceed the amount of \$144,500.00 as well as the development of the DelDOT advance relocation agreement and construction agreement with the Village Center developer.

Since then, two (2) alignment options with step-by-step scope details were developed for the relocation of the County forcemain from the Clay Road north and presented to DelDOT as well as Christiana Excavating, Co. the site contractor for the Village Center project. The contractor submitted separate firm cost proposals for both options. The DelDOT eligible direct replacement option was significantly more expensive. DelDOT was then and still is now in support to have the FM realigned in accordance with the County's proposal. Since then, DelDOT completed the evaluation of the cultural resources potentially located in the initial phase. Without any findings they were able to present the attached agreement between DelDOT and Sussex County for Council review and approval.

With the site construction progress at the Village Center approaching a critical scheduling point, the County had to authorize the initial work before the window of opportunity closed. In discussions with the Finance Department, it was decided that a standard County construction agreement with Christiana Excavating Co. would be the preferred approach for this phase of the relocation. The final phase was priced out by Christiana as well as the County's General Labor & Equipment contractor since no specific private site development coordination was required. That aggregate price was compared to DelDOT's relocation estimate in the determination of the final reimbursement amounts.

On April 29, 2025, the Council approved the standard County construction agreement with Christiana Excavating Co. in the amount of \$2,210,880.00 for the initial advanced relocation

of County owned infrastructure in direct conflict with DelDOT's King's Highway from SR-1 to Freeman Highway Road Improvement Project.

The Engineering Department recommends Council's approval of the DelDOT Letter Agreement T202512901 – Kings Highway Sussex County Sewer Relocation, Phase I as presented.



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

SHANTÉ A. HASTINGS
SECRETARY

June 11, 2025

VIA EMAIL

Michael Harmer
County Engineer
C/O Mark Parker
Sussex County Engineering Department
2 The Circle, P.O. Box 589
Georgetown, DE 19947

Dear Mr. Harmer,

Enclosed is DelDOT Utilities Letter Agreement T202512901-SCE-07 for:


**LETTER AGREEMENT, RELOCATION AND ADJUSTMENT UNDER
STATE CONTRACT NO. T202512901
PROJECT ID NO. 2025-00159
F.A.P. NO. N/A
KINGS HIGHWAY SUSSEX COUNTY SEWER RELOCATION, PHASE I
SUSSEX COUNTY**

Please sign and return to **the attention of Ms. Becky Patchett, Fiscal Advisor III**, DelDOT/Utilities – 800 Bay Road, P.O. Box 778, Dover, DE 19903, or via email at rebecca.patchett@delaware.gov, for execution by personnel of the Department of Transportation.

Please ensure that this agreement is signed and signature attested before returning to prevent delaying the execution process.

When execution is completed, a scanned copy will be forwarded to you. If you have any questions, or require additional information, please call Department of Transportation, Utilities section, at 302-760-2515.

Sincerely,


for Eric C. Cimo, P.E.
Utilities Engineer

EC:mf

Enclosure

cc: Richard Larkin, Utility Coordinator, DelDOT
Becky Patchett, Fiscal Advisor III, DelDOT Utilities
Hans Medlarz, Sussex County Engineering Department





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

SHANTÉ A. HASTINGS
SECRETARY

June 11, 2025

VIA EMAIL

Michael Harmer
County Engineer
C/O Mark Parker
Sussex County Engineering Department
2 The Circle, P.O. Box 589
Georgetown, DE 19947

**RE: LETTER AGREEMENT, RELOCATION AND ADJUSTMENT UNDER
STATE CONTRACT NO. T202512901
F.A.P. NO.: N/A
PROJECT ID NO. 2025-00159
KINGS HIGHWAY SUSSEX COUNTY SEWER RELOCATION, PHASE I
SUSSEX COUNTY**

Dear Mr. Harmer,

This letter constitutes an **AGREEMENT** between the **Department of Transportation of the State of Delaware**, hereinafter designated as "**STATE**", and **SUSSEX COUNTY ENGINEERING DEPARTMENT**, hereinafter designated as "**UTILITY**". The subject of this **AGREEMENT**, as hereinafter set forth, shall sometimes be referred to as the "**PROJECT**". **STATE** and **UTILITY** shall sometimes be referred to herein collectively as the "**Parties**" or individually as a "**Party**".

In consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, and intending to be legally bound, the parties hereto agree as follows:

Description of Utility Facilities

The **UTILITY** maintains facilities within the **PROJECT** limits as described in **Exhibit 'A'**, attached hereto and made a part hereof.

Reimbursable Work

In accordance with its Master Franchise Agreement, the Delaware Utility Manual Regulations, and the Delaware Code, the **UTILITY** understands it is obligated to relocate those portions of its facilities in conflict with proposed roadway, bridge and related transportation infrastructure improvements, including, but not limited to, signals, signage, lighting, sidewalks, pathways, at its sole expense, subject at all times to the following exceptions provided in Delaware Code and case law when **UTILITY** facilities are:

(Check all that apply)

- ☐ Located outside of **STATE** rights-of-way on privately held land or easement [*Del. Power & Light Co. v. Terry*, 194 A.2d 553 (Del. Ch. 1963)]
- ☐ Prior Rights [*Del. Power & Light Co. v. Terry*, 194 A.2d 553 (Del. Ch. 1963)]
- ☐ Located within the limits of **STATE** projects funded at least 90% by the federal government [17 Del. C. §132 (b) (5)]
- ☒ Owned by a municipality or of any governmental body or political subdivision of the State of Delaware [17 Del. C. §143 (b)]
- ☐ Part of a major economic development project, recovery from natural disaster, or compelling benefit to the traveling public – eligible for up to 50% reimbursement only upon approval by Department Secretary. [17 Del. C. §143 (c) and (d)]
- ☐ Required to be made from unique materials and/or require storage in advance of the **STATE** project [17 Del. C. §143 (e)]
- ☐ Required to be relocated in advance of the **STATE** project [17 Del. C. §143 (f)] where the **STATE** agrees to reimburse the **UTILITY** for increased expenses incurred as a result of the advanced move, including, but not limited to, expenses for the maintenance of traffic, tree and vegetation removal, grubbing, grading, test holes, and surveying.
- ☐ Required to be moved a second time within 10 years of a previous **STATE** project [17 Del. C. §143 (g) (1) a.]
- ☐ Required to be altered or relocated due to the **STATE** altering its plan of construction for the **PROJECT** at any time before its completion in a manner that requires the public utility to alter or relocate its facility that has already been fully or partially altered or relocated in connection with the **PROJECT** [17 Del. C. §143 (g) (1) b.]
- ☐ Required to relocate temporarily [17 Del. C. §143 (g) (1) d.]
- ☐ Required to be enhanced for public benefit and convenience such as net costs savings or expediting the completion schedule of the **STATE** project [17 Del. C. §143 (j)]

The Parties hereto agree, for the specific facilities described in **Exhibit 'B1'**, under the exception(s) checked above, the **STATE** agrees to pay the appropriate, allowable and actual expenses associated with the relocation and/or adjustment of the **UTILITY's** facilities to conform to the **PROJECT**, meaning the cost to the **UTILITY** properly attributable to such relocation and/or adjustment after deducting any increase in the value of the new or adjusted facilities and any salvage value derived from the old facilities.

The Parties hereto agree, for the specific facilities described in **Exhibit 'B2'**, under the circumstance checked below, the **UTILITY** agrees to pay to the **STATE** the appropriate, allowable and actual expenses associated with the relocation and/or adjustment of the **UTILITY's** facilities when the **UTILITY** facilities are:

(Check if applicable)

- ☐ To be included in a **STATE** construction contract and constructed by the **STATE's** contractor or subcontractor instead of the **UTILITY** with costs being incurred by the **STATE**. [17 Del. C. §143 (h)]
- ☐ J-funds – Work being done by the **STATE's** contractor that is reimbursable to the **STATE**. This includes a Betterment (upgrade to a facility) for public utility companies (Municipalities) and any work not reimbursable to a private utility where they are required to reimburse the **STATE** because they are located within the **STATE's** right-of-way. [17 Del. C. §143 (h)] [23 CFR 645]

Itemized relocation costs eligible for reimbursement by the **STATE** to the **UTILITY** under this **AGREEMENT** as a result of the **PROJECT** are described as depicted on **Exhibit 'C1'**, attached hereto and made a part hereof.

Itemized relocation costs eligible for reimbursement by the **UTILITY** to the **STATE** under this **AGREEMENT** as a result of the **PROJECT** are described and depicted on **Exhibit 'C2'**, attached hereto and made a part hereof.

Prior Rights

When applicable, the **UTILITY** is determined to have legally occupied private property, typically in the form of a private easement designated as the "**PROPERTY**", as described in **Exhibit 'C3'**, prior to the time the property was conveyed to or acquired by the **STATE**. As part of this **AGREEMENT**, the **UTILITY** hereby conveys all of its rights in the **PROPERTY** that is impacted by acquisition associated with the **PROJECT** in exchange for the right of compensation should the **UTILITY** facilities described in **Exhibit 'C4'** need to be relocated again due to future **STATE** projects.

- a. If determined to be applicable, a summary of prior rights will be included within **Exhibit 'C4'** and will entitle the **UTILITY** to compensation for the actual costs of one future alteration, adjustment, or relocation, to each component of the **UTILITY's** facilities as described within said **Exhibit 'C4'**, resulting from future **STATE** projects.

To claim the rights held under this prior rights portion outlined by **Exhibit 'C4'** of the **AGREEMENT**, it shall be the **UTILITY's** responsibility to furnish an official signed copy of this **AGREEMENT** to the **STATE** during the design phase of future **STATE** projects.

Non-Reimbursable Work

For tracking and documentation purposes, the relocation work not eligible for reimbursement at the time of execution of this **AGREEMENT** by the **STATE** to the **UTILITY** as a result of the **PROJECT** is described and depicted on **Exhibit 'D'**, attached hereto and made a part hereof. In accordance with 17 Del. C. §143 (g) (1) c., should the **STATE** cancel or otherwise fail to commence the **PROJECT** within 2 years of the date of authorization of the relocation work the costs documented in **Exhibit 'D'**, the sufficiency of which is hereby acknowledged, shall become reimbursable to the **UTILITY** by the **STATE**. The **UTILITY** shall keep cost records contemporaneously with the non-reimbursable work and modify **Exhibit 'D'** accordingly at the conclusion of the work as a change order under the terms of this **AGREEMENT**. The **STATE** will only consider, and will only accept for payment, those costs so documented.

Any relocation work not shown or otherwise not specifically described herein and shown as reimbursable in **Exhibits 'B'** and **'C'**, shall be construed as non-reimbursable under the **AGREEMENT** unless the Parties have executed a written and signed amendment to this **AGREEMENT**.

Construction Schedule

The anticipated construction schedule for the **STATE** project and for the **UTILITY** work contemplated under this agreement, both reimbursable and non-reimbursable, is described in **Exhibit 'E'**.

Accommodation within STATE Rights-of-Way

The **STATE** shall make sufficient rights-of-way available to the **UTILITY** to accommodate the relocation of its facilities within the **STATE** rights-of-way, including temporary construction easements necessary for the installation of the **UTILITY** facilities, as well as permanent easements or rights-of-way needed for the maintenance of the **UTILITY** facilities.

Such property rights shall be acquired by the **STATE** at its expense only after coordination between the Parties to minimize the footprint and impact to adjacent owners while meeting the mutual needs of the Parties. Accommodation of the **UTILITY** facilities within **STATE** rights-of-way and easements shall be subject at all times to the requirements found in the Delaware Utility Manual Regulations in effect as of the date of execution of this **AGREEMENT**, as such requirements relate to the placement of such **UTILITY** facility.

The rights-of-way acquired under the **PROJECT** and the proposed location of the **UTILITY** facilities within such rights-of-way are depicted on the **PROJECT** plans, incorporated by reference hereto and made a part hereof.

Ingress & Egress

To the extent the **UTILITY** must maintain access to remnant parcels owned by the **UTILITY** from the **PROJECT** limits, the **STATE** will approve entrances at locations mutually acceptable to both the **UTILITY** and the **STATE**, which approval shall not be unreasonably withheld or conditioned, affording each party sufficient access to its property as needed to carry out its business.

Acceptance of Payment as Settlement of all Claims

The **UTILITY** agrees that acceptance of final payment by the **STATE** made pursuant to this **AGREEMENT** shall constitute full and fair compensation of all claims, damages of any kind, actions, causes of action, suits, rights, demands, losses, debts, penalties, fees, wages, expenses, attorneys' fees, or costs known or unknown, which either Party has, or may have had, against the other Party, whether or not apparent or yet to be discovered, or which may hereafter develop, for any acts or omissions related to or arising from the **PROJECT**.

Preparation of Plans, Specifications and Cost Estimates

The **STATE** shall prepare plans of the **PROJECT**, and furnish advance copies of the plans to the **UTILITY**. The plans shall be supplied by the **STATE** in the formats requested by the **UTILITY**, either hard copy or electronic file, or as they are available.

The **UTILITY** shall prepare plans, specifications, and estimates of the expense for the relocation and/or adjustments of the **UTILITY** facilities caused by the **PROJECT** and shall submit the same to the **STATE**, through the **STATE's Utilities Engineer** for the **STATE's** review and approval pursuant to the terms and conditions of this **AGREEMENT**.

All plans, specifications and estimates of expenses submitted by the **UTILITY** shall be prepared in accordance with, and shall be subject to, the applicable 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 by this **AGREEMENT**. 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.

Buy America

All work to be performed under this **AGREEMENT** shall conform to all applicable state and federal laws, rules, and regulations, including all the requirements and provisions of Buy America and the Build America, Buy America Act (BABA) including, but not limited to, 23 USC §313, 49 USC §5323, 23 CFR §635.410, and 49 CFR §661 and any revisions as per the Infrastructure Investment and Jobs Act (H.R. 3684),

hereinafter designated as "**BUY AMERICA**", which includes, but may not be limited to, all iron and steel, manufactured products, and construction materials permanently incorporated into the **PROJECT**. The **UTILITY** must maintain a list of materials and products used for the project and certifications that all products, permanently incorporated into the project adhere to the **BUY AMERICA** requirements, including products taken from company stock. The **UTILITY** hereby certifies that in the performance of this **AGREEMENT**, for products where **BUY AMERICA** requirements apply, it shall use only such products for which it has received a certification from its supplier, or provider of construction services that procures the product certifying **BUY AMERICA** compliance and shall submit an executed **BUY AMERICA** certification upon completion of work. This does not include products for which waivers have been granted under 23 CFR §635.410 or other applicable provisions, as amended. In some circumstances, a waiver of **BUY AMERICA** requirements may be granted by the federal government, to be determined on a project-by-project basis. The **UTILITY** shall maintain a list of materials and products used for the project and certifications that any which are permanently incorporated into the project adhere to the **BUY AMERICA** requirements, including products taken from company stock. The **UTILITY** shall submit an executed **BUY AMERICA** certification, using the **STATE's** certification form, prior to submitting an invoice. Reimbursement to the **UTILITY** may be withheld until the **STATE** receives said executed **BUY AMERICA** certification for the **PROJECT**.

The **STATE** reserves the right to audit the **UTILITY** to further ensure **BUY AMERICA** provisions were met during and following completion of the **PROJECT**. If the **UTILITY** is unable to provide required justification, documentation, and certifications or if it is determined that **UTILITY** supplied products do not comply with **BUY AMERICA** requirements, then the **UTILITY** shall replace non-compliant products with compliant products at the **UTILITY's** sole cost. The **STATE** may take additional measures as necessary to ensure **BUY AMERICA** compliance. The measures may include withholding reimbursement; seeking monetary compensation; holding utility permits for any active or proposed work; or as otherwise outlined in the DelDOT Utilities Manual regulation (2401 of DE Administrative Code).

In the event the **STATE's** contractor procures materials for the **UTILITY**, it is the sole responsibility of the **STATE's** contractor to ensure all **BUY AMERICA** requirements have been satisfied in connection with the materials procured by said contractor, as per their contract with the **STATE**. In the event the **UTILITY** is supplying the **STATE's** contractor with materials, the **UTILITY** is responsible to certify **BUY AMERICA** compliance in connection with such materials as outlined above.

Time is of the Essence

The Parties hereto agree to abide by the response times as stipulated in the Delaware Utility Manual Regulations.

Design phase submissions will be made to the **UTILITY** by the **STATE** at the various phases of plan development. The **UTILITY** shall return requested information to the **STATE** within 30 days of receipt unless a later date is agreed upon by the appropriate representatives of each Party.

Construction time frames and dates in the schedules are of the essence, unless the context clearly and unequivocally allows otherwise. The Parties will notify each other promptly of any circumstances that may adversely affect the construction schedules, specifying the causes of delay and expected duration of it, as well as all proposed measures to reduce the delay as much as practicable.

Notice to Proceed with Relocation Work

The **UTILITY** shall not proceed with any relocation, maintenance of traffic, or other construction related work on the **PROJECT** unless it shall first obtain prior written approval from the **STATE** in the form of a **Notice to Proceed**, which approval shall not be unreasonably conditioned or delayed. Upon orders from the **STATE**, the **UTILITY** shall proceed to perform the work described in the approved plans, specifications, and estimates. If such work is to be performed by contract, the **UTILITY** shall let the

contract in accordance with the applicable 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 or to the **STATE** shall be subject to the conditions and limitations as set forth therein.

Cooperation and Coordination of Work

The **UTILITY** shall cooperate with the **STATE's** contractor in performance of its work so that the **PROJECT** will not be impeded. The **UTILITY** shall perform its work in accordance with the provisions of the **STATE's "Standard Specifications"**, and all amendments thereto in effect at the time the work is performed. Additionally, the **STATE** and the **STATE's** contractor shall cooperate with the **UTILITY** to allow necessary relocation work to be performed in accordance with this **AGREEMENT**.

Protection as specified in the **Delaware Manual on Uniform Traffic Control Devices for Street and Highway Construction and Maintenance Operations**, and all amendments thereto, in effect at the time the work is performed, shall be provided for by the **UTILITY** unless otherwise agreed upon by the appropriate representatives of each Party.

Change Orders

The work and costs contemplated under this **AGREEMENT** are captured in the **Exhibits** attached hereto. The **Exhibits** may be modified by the Parties to accommodate changes required during the life of the **PROJECT** necessary to complete the work. An authorized representative of each Party, by initialing and dating the modified **Exhibit**, acknowledges and accepts the modified **Exhibit** as sufficient documentation of their agreement with the proposed change to the terms of the **AGREEMENT**. The most recent version of each **Exhibit**, so initialed and dated, shall be deemed the official **Exhibit** for payment purposes under this **AGREEMENT**.

Notice of Claim

"Claim" means a written demand or assertion by either Party seeking, as a legal or equitable right; payment of money, adjustment or interpretation of **AGREEMENT** terms, or other relief.

Each Party shall immediately notify the other in writing or by electronic mail of intention to make a claim under this **AGREEMENT**.

No further work shall be performed or costs incurred without the other Party being afforded the opportunity to first review and observe the changed condition to assess whether work may proceed. The other Party shall promptly review the claim so as to not delay the prosecution of the work.

Within five (5) business days of the initial notification, the claiming Party shall provide to the other Party the following information in writing:

1. The date of occurrence and the nature and circumstances of the occurrence that constituted the alleged change or basis of the claim.
2. The name, title, and activity of each Party's representative knowledgeable of the alleged change or basis of the claim.
3. Copies or descriptions of any documents and the substance of any communications involved in the alleged change or claim and the basis of an alleged Schedule change, if applicable.
4. The basis for an allegation that the work is not required by the **AGREEMENT**, if applicable.

5. The particular elements of **AGREEMENT** performance for which additional compensation may be sought including:
- a. Plan changes that have been or may be affected by the alleged change or claim
 - b. Schedule delay and disruption to the manner and sequence of performance that has been or will be caused by the alleged change or claim.
 - c. The claiming Party's contractor and/or subcontractor claims for adjustment under the **PROJECT** resulting from the changed condition, if applicable.
 - d. Materials that were/will be added, deleted, or wasted by the alleged change or claim.
 - e. Equipment costs that was/will be idled or increased by the alleged change or claim.
 - f. Labor costs that was/will be idled or increased as a result of the alleged change or claim.
 - g. Estimated adjustments to material price(s), delivery schedules(s), staging, and storage time necessary due to the alleged change or claim.
 - h. Estimate of the time within which the other Party must respond to the notice to minimize cost, delay, or disruption of performance.

The failure of either Party to provide required notice in accordance with this **AGREEMENT** shall constitute a waiver of any and all entitlement to additional compensation as a result of the alleged change or claim.

Enforcement

The Parties hereto agree that in the event of the **UTILITY's** noncompliance with the provisions of the **AGREEMENT** due solely to the actions or inactions of **UTILITY** and not based upon events or circumstances outside of its control, the **STATE** may impose such reasonable contract sanctions as it may deem appropriate, including, but not limited to, withholding of reimbursement payments; withholding **STATE** issued utility construction permits being sought by the **UTILITY** in other locations on **STATE** roadways until the **UTILITY** complies; or seeks compensation for damages resulting from said noncompliance.

The Parties also hereto agree that in the event of the **STATE's** noncompliance with the provision of this **AGREEMENT** due solely to the actions or inactions of the **STATE** or the **STATE's** contractor, the **UTILITY** may seek additional reimbursement for the actual costs resulting from and attributable to said noncompliance and which may otherwise have been non-reimbursable.

Insurance Requirement

1. The **UTILITY** agrees to carry sufficient insurance (or have its contractor carry sufficient insurance) for the **PROJECT** as required by the **STATE**. The **UTILITY (or its contractor)** shall pay all costs of said insurance. The **UTILITY** shall maintain the following insurance during the term of this **AGREEMENT**:

A. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law, and

- B. Commercial General Liability - \$1,000,000.00 per occurrence/\$3,000,000 general aggregate, and
 - C. Medical/Professional Liability - \$1,000,000.00 per occurrence/\$3,000,000 general aggregate, or
 - D. Miscellaneous Errors and Omissions - \$1,000,000.00 per occurrence/\$3,000,000 general aggregate, or
 - E. Product Liability - \$1,000,000.00 per occurrence/\$3,000,000 general aggregate, and
 - F. If required to transport state employees, Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.
2. The **STATE** must be named a certificate holder on each of the certificates of insurance named above. The insurance company shall be authorized to do business in the State of Delaware. The **UTILITY** shall provide the **STATE** with thirty (30) days written notice in the event any policy is cancelled or not renewed. Nothing contained in this section shall be construed as limiting or otherwise altering **UTILITY's** obligation to indemnify the **STATE** due to the **UTILITY's** the **UTILITY's** agents, assignees, servants, or employees negligence.
 3. In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.
 4. In the event the **STATE's** contractor performs any work for the **UTILITY**, it is the sole responsibility of the **STATE's** contractor to ensure all insurance requirements have been satisfied, for any and all work to be performed by said contractor, as per their contract with the **STATE**.

Indemnification

The **UTILITY** shall indemnify and save harmless the **STATE of Delaware** and its agencies, its officer, 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 **UTILITY**, its officers, agents, employees, assigns, independent contractors, or the like undertaken within the scope of this **PROJECT**.

Should the **UTILITY** choose to hire a contractor to complete the work, the **UTILITY** shall cause to have its contractors indemnify and save harmless the **STATE** from and against all claims, demands and causes of actions of every kind and character arising in favor of the contractors' employees or third party on account of personal injuries or death or damages to property, which may arise out of the exercise of this **AGREEMENT**.

In addition, should the **UTILITY's** work be included in the **STATE** contract and be performed by the **STATE's** contractor or subcontractor, the **STATE** shall cause to have its contractors indemnify and save harmless the **UTILITY** from and against all claims, demands and causes of actions of every kind and character arising in favor of the contractors' employees or third party on account of personal injuries or death or damages to property, which may arise out of the contractors' negligence or willful misconduct.

Nothing contained within this **AGREEMENT** is intended to or shall waive any immunity a County or Municipality has under the County and Municipal Tort Claims Act, *10 Del. C. §4010*, et seq. as applicable to the claims of third parties who are not signatories to this **AGREEMENT**. Nothing contained within the **AGREEMENT** shall create any rights or causes of action for the benefit of third parties who are not signatories to this **AGREEMENT**. Nothing contained within this **AGREEMENT** may be the basis of any third-party claim, challenge, or appeal.

Maintenance

Upon completion of the relocation and/or adjustments, the **UTILITY** shall thereafter maintain said installation in accordance with accepted industry standards and all applicable laws, rules and regulations including the Delaware Utility Manual Regulations.

Invoicing and Payment

Within one (1) year following the completion of the reimbursable work outlined in the **AGREEMENT**, the **UTILITY** 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 applicable provisions of **US DOT, Federal Highway Administration, Federal-Aid Policy Guide (FAPG), 23 CFR, Part 645**. The final invoice shall specify "final" and contain a summary of total project costs performed. **STATE** shall reimburse **UTILITY** for the costs incurred under this **AGREEMENT** within 90 days of the submission of final invoices to **STATE**. In the case of betterment to the **UTILITY's** system or when the **STATE** has performed any other work on behalf of the **UTILITY** that requires reimbursement to the **STATE**, the **STATE** shall submit to the **UTILITY** 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**.

The **UTILITY** shall submit a certification of Buy America compliance with the final invoice. Final payment will not be made by the **STATE** if the certification is not received.

Records Retention

The **UTILITY** 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 written request for inspection and audit by the **STATE**.

Similarly, the **STATE** 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 and shall make such material available upon request for inspection and audit by the **UTILITY**.

Civil Rights Requirements

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 'F'**. The **UTILITY** agrees that these provisions shall apply to it and/or and subcontractor(s).

If the **UTILITY** 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 **UTILITY** 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 **Exhibit 'F', Civil Rights Act of 1964**.

Entire Agreement

This **AGREEMENT** embodies and constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes any prior oral or written agreements between the Parties with respect to the transaction contemplated hereby. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants, and conditions herein set forth and that no modification of this **AGREEMENT** and no waiver of any of its terms and/or conditions shall be effective unless made in writing and duly executed by the parties hereto. This **AGREEMENT** may not be altered, changed, or amended except by an instrument in writing, executed by the Parties.

Interpretation

The fact that one Party has drafted certain provisions of this **AGREEMENT** shall in no way be used against that Party in construing the terms, conditions, and obligations hereunder and all Parties acknowledge that each Party has had the opportunity to participate in drafting this **AGREEMENT**.

Captions and Headings

Captions and headings are for convenience of reference only and shall not be used to interpret the provision for this **AGREEMENT**.

Severability

If any one or more of the provisions contained in this **AGREEMENT** shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this **AGREEMENT** shall be construed as is such invalid, illegal or unenforceable provision had never been contained herein.

Termination

The **STATE** may cancel this **AGREEMENT** by written notification to the **UTILITY**, at any time prior to notification to the **UTILITY** to proceed with its work, in which event the **STATE** shall compensate the **UTILITY** for the total expenses incurred by the **UTILITY** as of the date of notification of termination.

Notice

Any notice pursuant to this **AGREEMENT** shall be conclusively deemed to have been received by a Party hereto and to be effective on the date of confirmed delivery to such Party sent by electronic mail set forth below:

DelDOT: Delaware Department of Transportation
Attention: Becky Patchett, Fiscal Advisor III, Utilities Section
Email: rebecca.patchett@delaware.gov

Name of Utility: Sussex County Engineering Department
Attention: Michael Harmer C/O Mark Parker
Email: mark.parker@sussexcountype.gov

Choice of Law

This **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of Delaware. **UTILITY** consents to jurisdiction and venue in the State of Delaware.

Manner of Execution

This **AGREEMENT** may be executed in counterparts, each of which shall be an original, and such counterparts shall be construed together as one instrument. Facsimile or pdf signatures shall be deemed original signatures.

Representative Capacity

Each person executing this **AGREEMENT** in a representative capacity represents and warrants that he or she is empowered to do so.

-----Signature Page Follows-----

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

ATTEST

**DELAWARE DEPARTMENT OF
TRANSPORTATION**

Anne Brown
Director, Finance

Shanté A. Hastings P.E.
Secretary of Transportation

ATTEST

**APPROVED FOR:
SUSSEX COUNTY ENGINEERING
DEPARTMENT**

Michael Harmer
County Engineer

Attached: Exhibit 'A' – Description of Existing **UTILITY** facilities within project limits
Exhibit 'B1' – Description of work reimbursable to the **UTILITY**
Exhibit 'B2' – Description of work reimbursable to the **STATE**
Exhibit 'C1' – Itemized cost estimate of work reimbursable to the **UTILITY**
Exhibit 'C2' – Itemized cost estimate of work reimbursable to the **STATE**
Exhibit 'C3' – **UTILITY** private easements or property description documents
Exhibit 'C4' – List of **UTILITY** facilities in area of Prior Rights
Exhibit 'D' – Description of non-reimbursable **UTILITY** work
Exhibit 'E' – **STATE** and **UTILITY** construction schedule
Exhibit 'F' – Civil Rights Act of 1964

Exhibit A

Description of existing **UTILITY** facilities within project limits

Sussex County owns, operates and maintains several sanitary sewer facilities within the DelDOT project limits as shown in the DelDOT construction plan set for contract T202212901 and outlined below.

- There is an existing 30" ductile iron (DIP) sanitary sewer forcemain running from the grassed shoulder of northbound Coastal Highway (SR 1) and turning onto US 9. The forcemain runs within the existing right-of-way of US 9 outside of the existing pavement from approx. station 201+00 (also referenced as 32+00) on the left offset to approx. station 211+85 (also referenced as 108+85). From there the 30" DIP forcemain turns and crosses under US 9 perpendicular to the road in a 42" casing pipe. Once out from under the existing pavement it continues outside of existing right-of-way on the right offset of US 9. The main runs parallel to US 9 outside of existing right-of-way to approx. station 241+35 (also referenced as 137+45) where it bends at roughly 45 degrees crossing under Gills Neck Rd to approx. station 65+50 on the right offset. The 30" DIP forcemain continues in the right offset heading east in the grassed shoulder parallel to Gills Neck Rd to the end of the project limits. There are three (3) air release valves (contained in manholes) along the forcemain alignment within the DelDOT project limits.
- There is an existing 18" PVC gravity sanitary sewer system that runs from the US 1 right-of-way into the US 9 ROW. The system runs within existing grassed area outside of the existing pavement of US 9 shifting under the existing pavement along the alignment. The facilities cross under Savannah East Drive and continue northeast to approx. station 227+50. From this station, there an 8" gravity sewer main runs up Clay Rd in the left offset to the end of the project limits. There are 13 sanitary sewer manholes along this alignment.
- There is an existing 8" gravity sanitary sewer system that starts at the intersection of US 1 and Kings Highway. The system generally runs in the right offset of the Kings Highway alignment until the roadway merges with US 9 and the main turns and crosses under US 9 perpendicular to the road. The 8" PVC main ties into the 18" PVC gravity sanitary sewer system at approx. station 211+65. There are nine (9) sanitary sewer manholes along this alignment.

Exhibit B1

Description of work reimbursable to the UTILITY

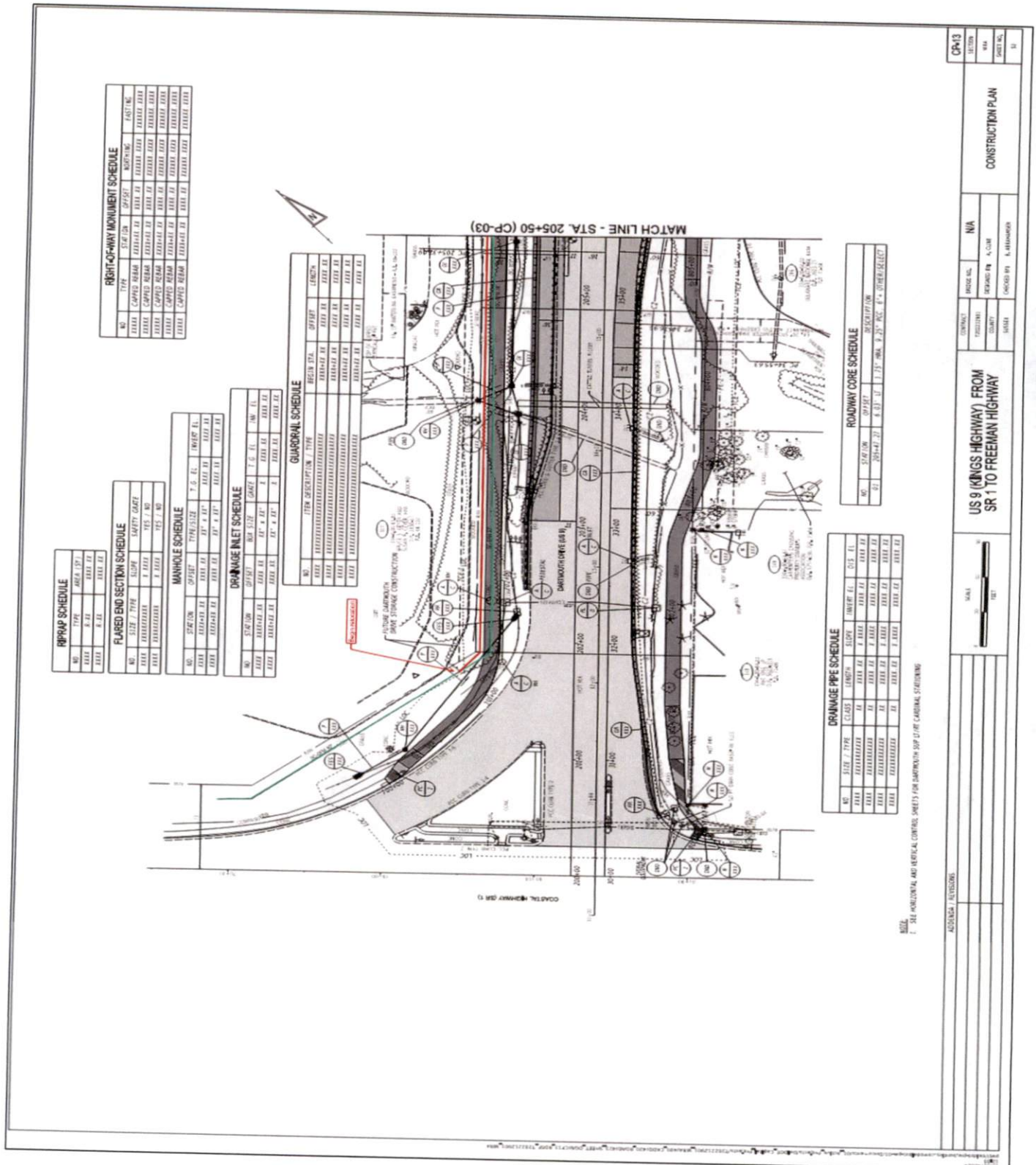
The proposed DelDOT project (T202212901) will create several impacts to the Sussex County sanitary sewer facilities outlined in **Exhibit A1**. All impacts are reimbursable per DE Code. The proposed relocation work is outlined in the DelDOT construction plans. This agreement is specific to DelDOT contract T202512901. This contract was created by DelDOT specific for Phase 1 of the advanced relocation of Sussex County's 30" sanitary sewer forcemain.

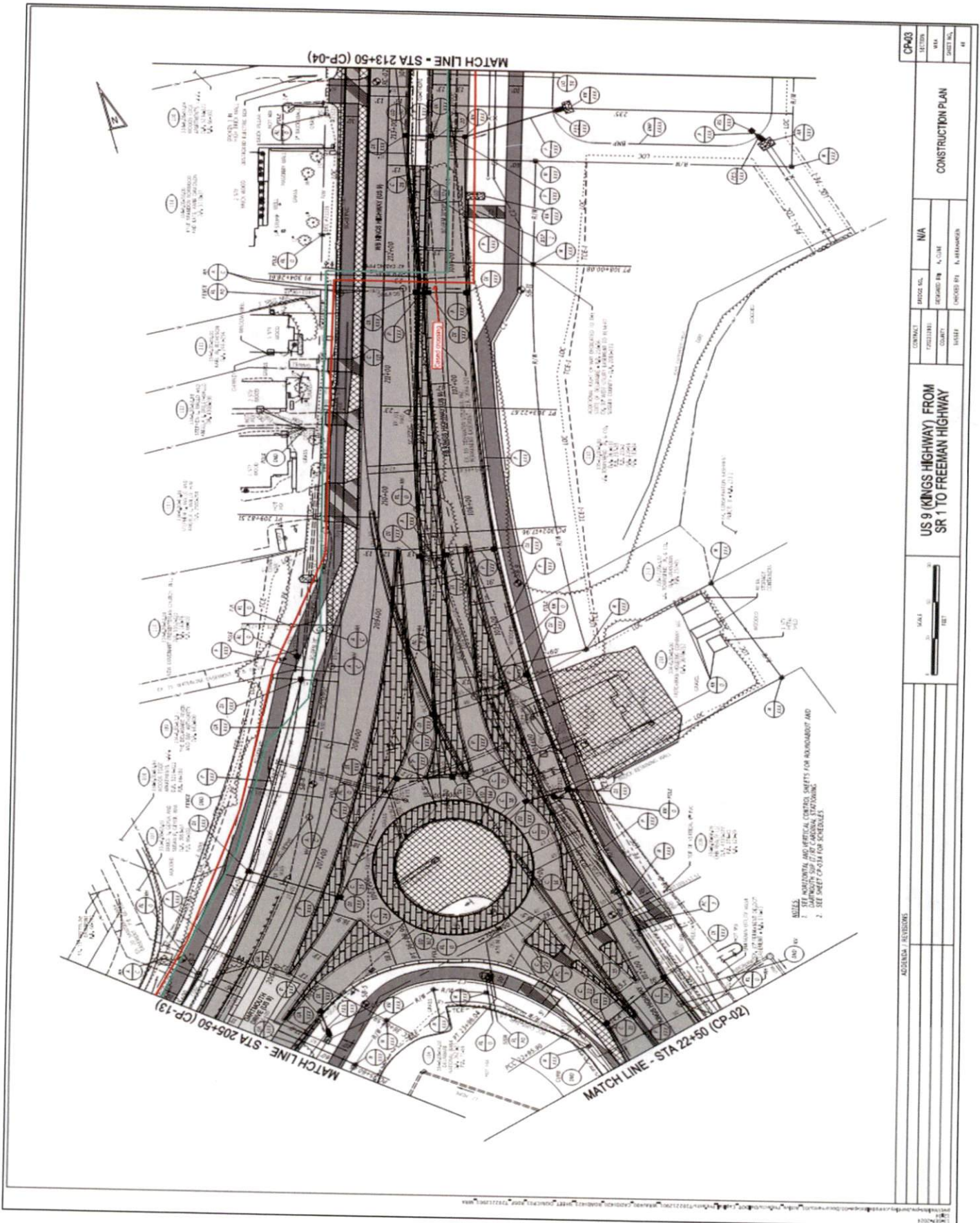
The 30" sanitary forcemain relocation offers some complex challenges due, in part, to the congestion of utilities and the high cost associated with hot tapping the existing main. As such, the County elected to handle the design work associated with the off-alignment relocation at their cost without reimbursement from DelDOT. Their proposed relocation design proposes use of a 24" PVC pipe and extends down Gills Neck Rd to alleviate a road crossing. Estimates have been prepared to show the off alignment relocation options. The preferred options are anticipated to be cheaper than an in-kind relocation within the project limits. DelDOT created a proposed alignment and engineer's estimate for relocation of the forcemain within the project limits. DelDOT's proposed relocation alignment is provided later in this exhibit and the estimate is provided in **Exhibit C1** for reference.

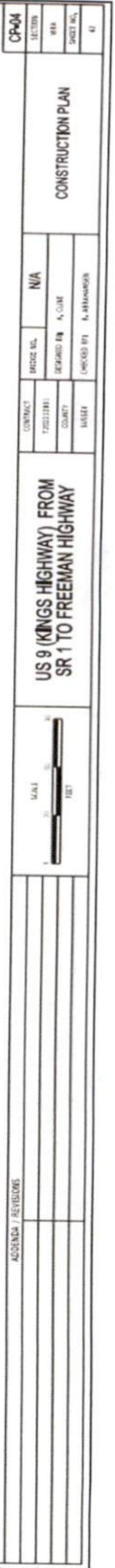
The relocation design is broken out into two separate plan sets and separate estimates. The design plans and conceptual alignment are provided at the end of the exhibit. The County estimates for the off-alignment relocation are provided in **Exhibit C1** for reference along with a summary.

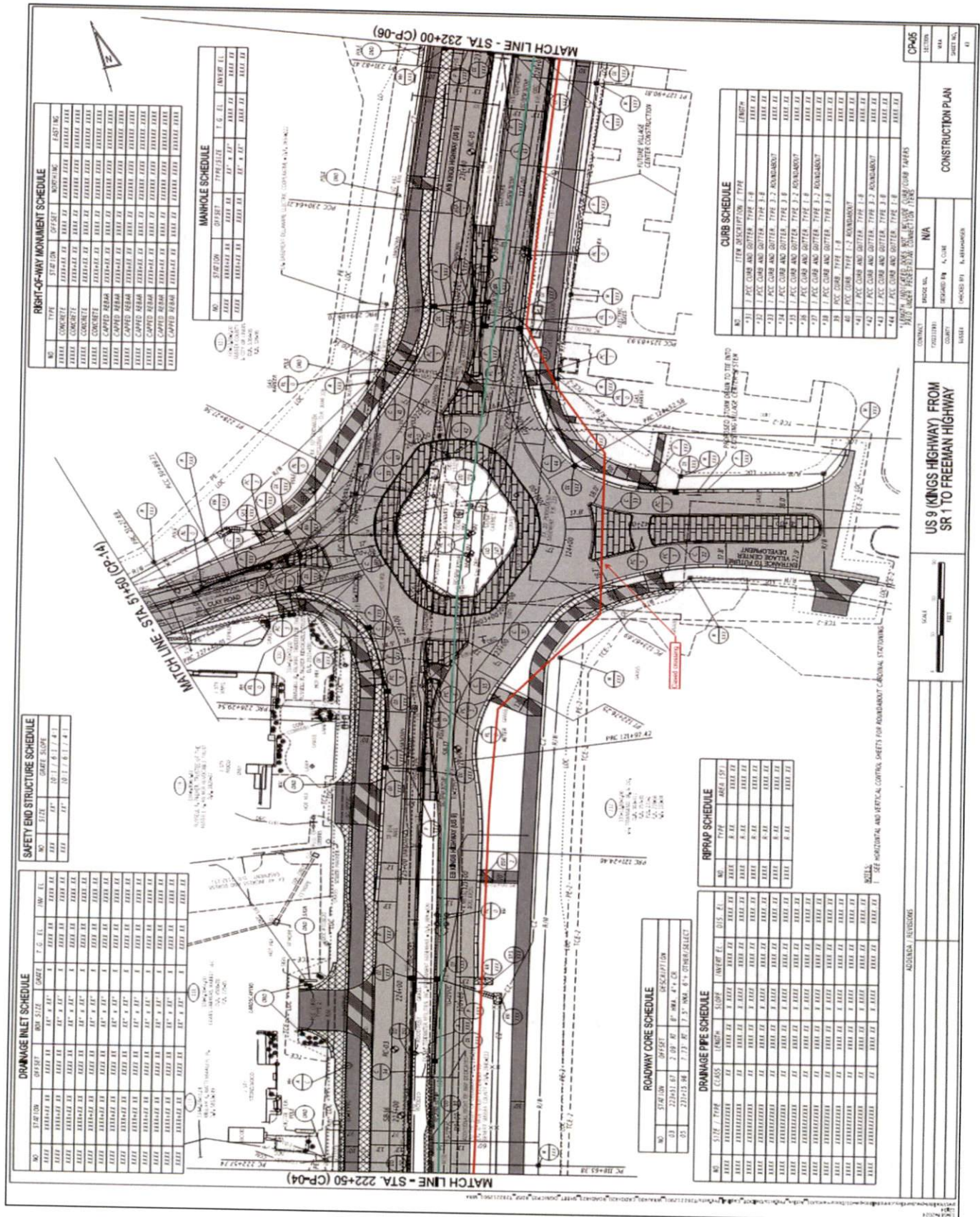
The 30" DIP forcemain relocation work will be accomplished by a contractor selected by Sussex County in advance of the DelDOT project. The County will not be seeking reimbursement for engineering costs, including construction engineering, inspection and oversight, associated with the advanced relocation of the 30" forcemain. The County is responsible to obtain any necessary permits and easements for the proposed forcemain alignment and shall not seek reimbursement for said costs from DelDOT.

DelDOT Proposed 30" Sanitary Sewer Forcemain Alignment (Within Project Limits & In-Kind):
 6 Sheets - Note, the green line is the existing 30" DIP forcemain and the red line is the alignment selected for proposed relocation.









A222M24 / A1016506				US 9 (KINGS HIGHWAY) FROM SR 1 TO FREEMAN HIGHWAY		<table><tr><td>CONTRACT</td><td>PROJECT NO.</td><td>N/A</td></tr><tr><td>DESIGNER</td><td>ENGINEER</td><td>N.C.M.</td></tr><tr><td>COUNTY</td><td>DISTRICT</td><td></td></tr><tr><td>SHEET</td><td>DISTRICT PT.</td><td>N. APPROACH</td></tr></table>		CONTRACT	PROJECT NO.	N/A	DESIGNER	ENGINEER	N.C.M.	COUNTY	DISTRICT		SHEET	DISTRICT PT.	N. APPROACH	CONSTRUCTION PLAN
CONTRACT	PROJECT NO.	N/A																		
DESIGNER	ENGINEER	N.C.M.																		
COUNTY	DISTRICT																			
SHEET	DISTRICT PT.	N. APPROACH																		
PROJECT NO. A222M24 / A1016506								DATE: 10/1/2024												



Exhibit 'B1' continued:

Sussex County Conceptual Off-Alignment Overview:

Red line shows conceptual alignment. Phase 1 is the portion roughly shown in the yellow box from US 9 to Gills Neck Rd.

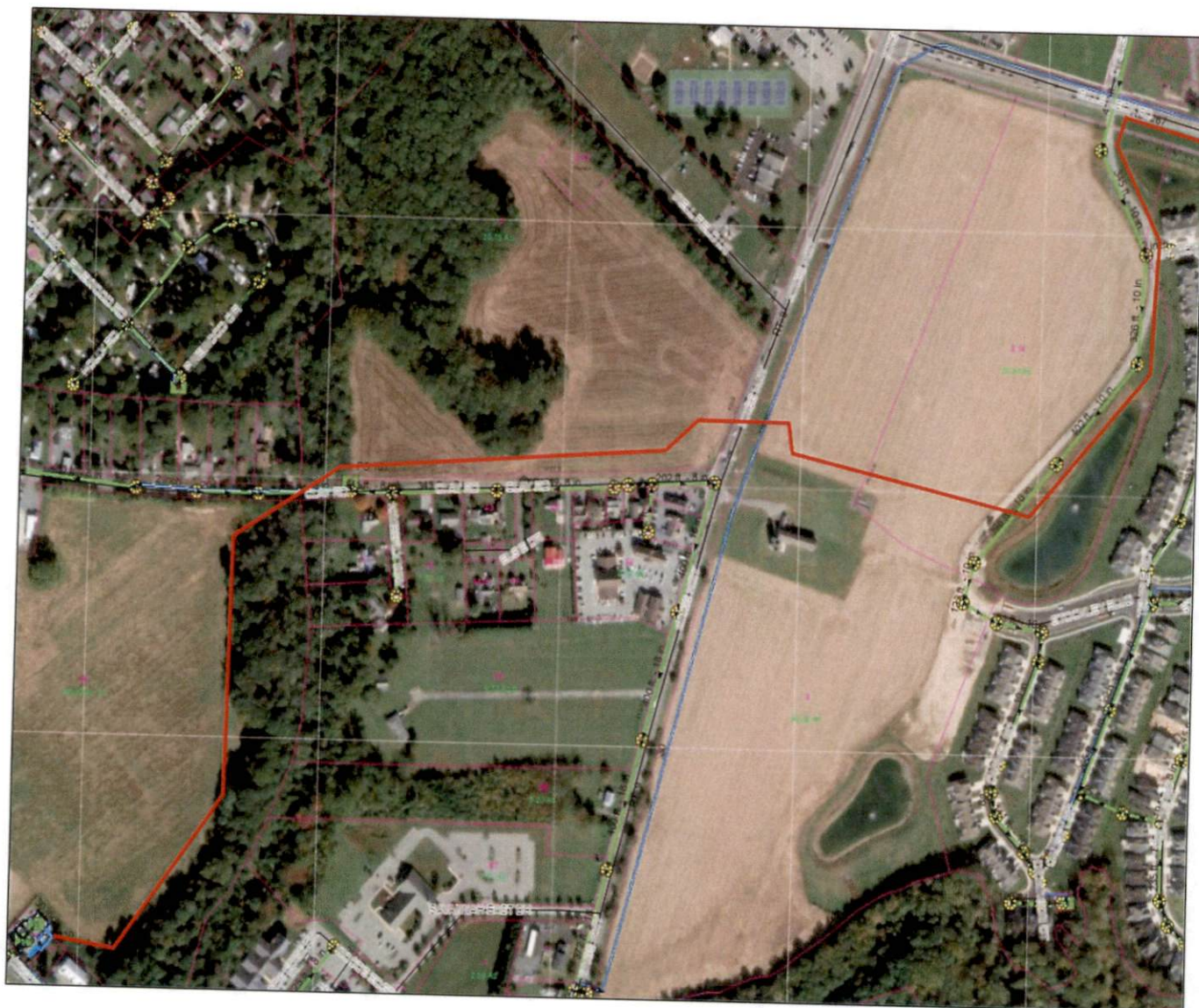
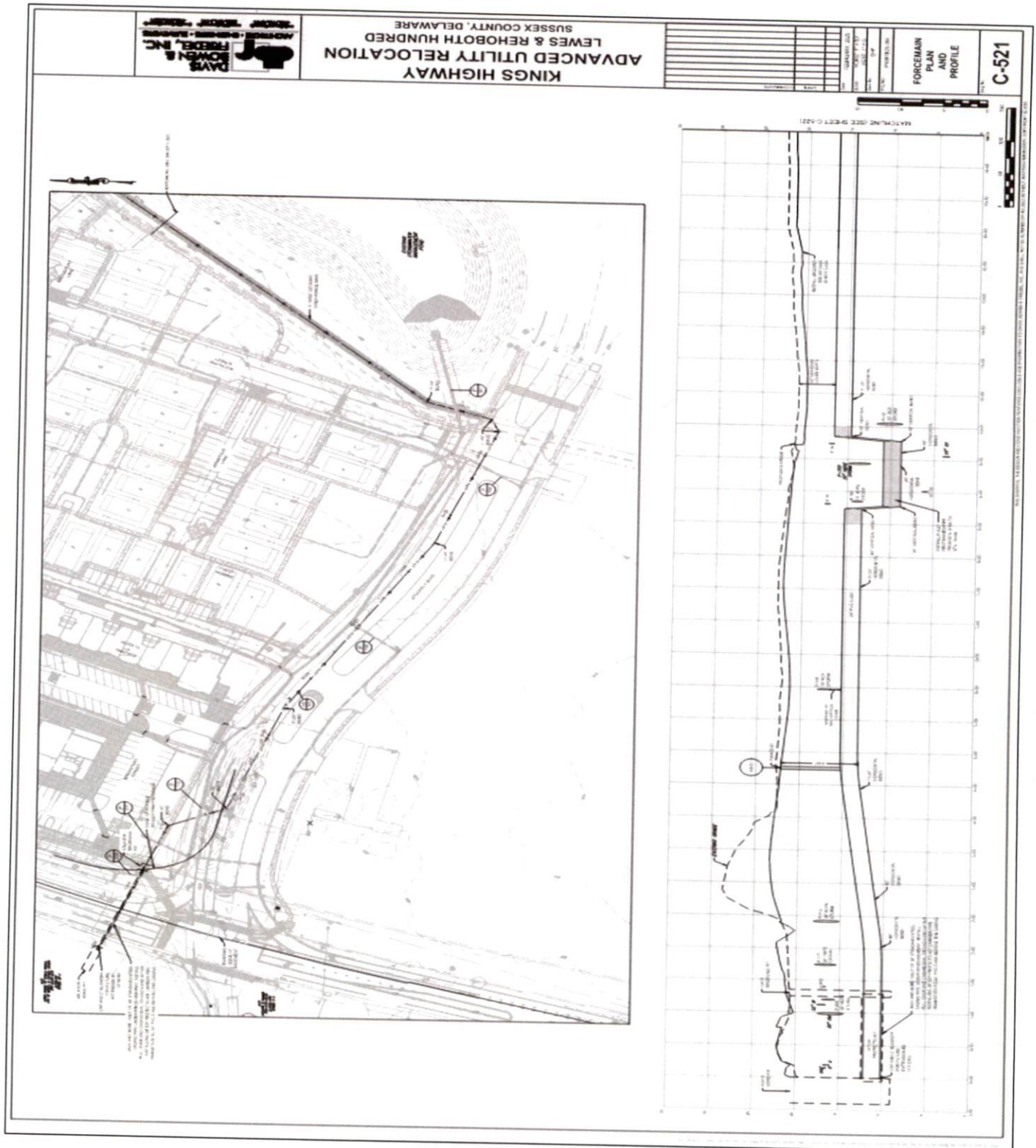


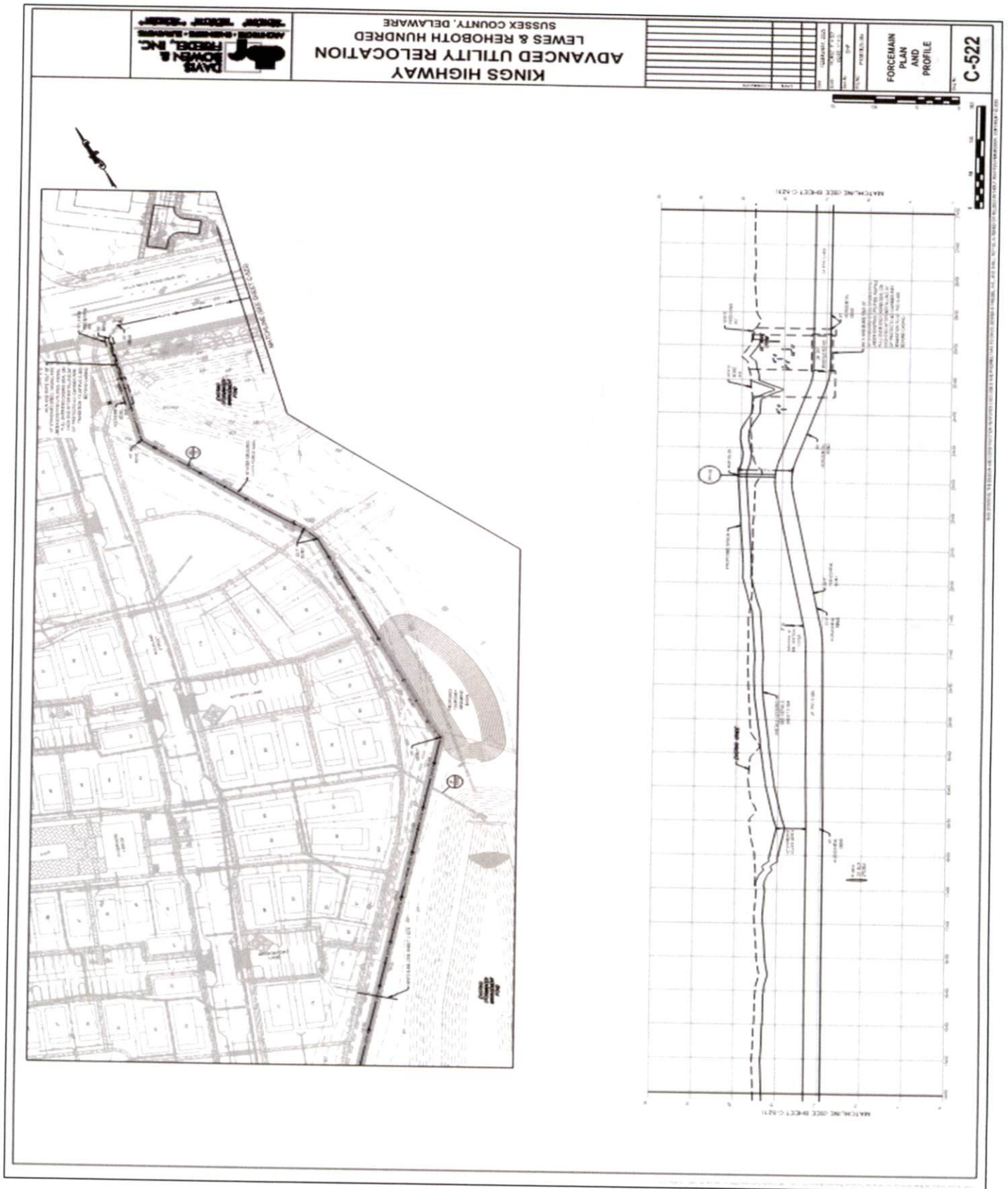
Exhibit 'B1' continued:

Sussex County 30" Sanitary Sewer Forcemain Relocation Design (East Side & Crossing US 9 – Phase

1)

3 sheets





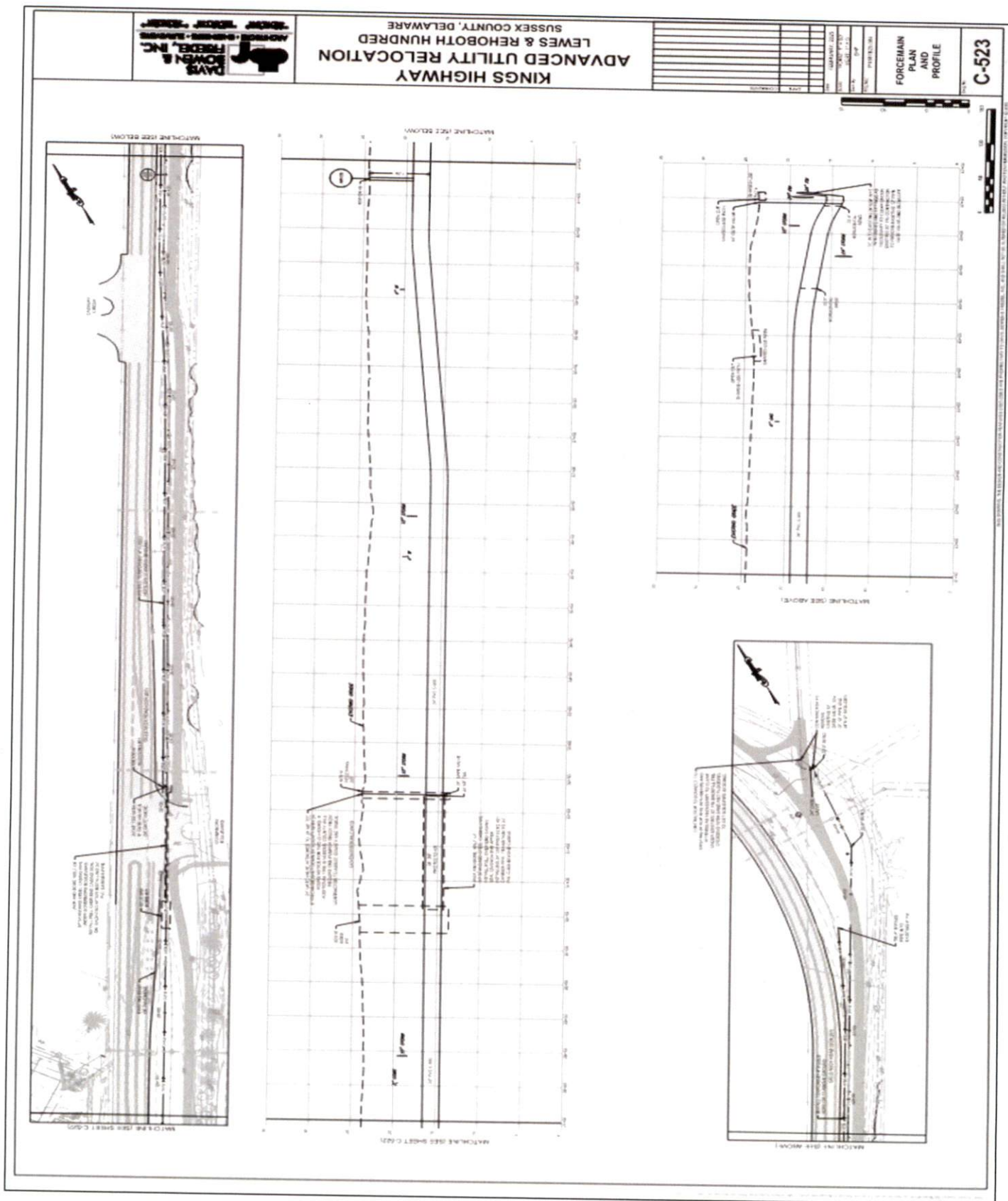


Exhibit B2

Description of work reimbursable to the STATE

N/A

Exhibit C1

Itemized cost estimate of work reimbursable to the **UTILITY**

The 30" DIP sanitary sewer forcemain relocation will be performed by the County's contractor in advance of the DelDOT project. Below is a breakdown of the cost estimates previously discussed in **Exhibit B1**.

It is agreed that Sussex County will not seek reimbursement from DelDOT for any of the qualifying work outlined in this agreement until state fiscal year 2028.

Overall Summary of Estimates:

DelDOT Engineer's Estimate:	\$5,733,198.00
Sussex County Off-Alignment Estimate:	\$3,612,195.34
Estimated Savings:	\$2,121,002.66

Sussex County Ph 1 Estimated Cost: \$2,210,880.00 (Portion covered by this agreement)

DelDOT Engineering Estimate for 30" Sanitary Sewer Forcemain Relocation Within Project Limits:

Item No.	Item Description	Qty	Unit	Unit Price	Ext Amount
1	CLEARING & GRUBBING	1	LS	\$20,000.00	\$ 20,000.00
2	FURNISH AND INSTALL SANITARY SEWER, DIP, 30" (OPEN CUT)	4,230	LF	\$750.00	\$ 3,172,500.00
3	AIR RELEASE VALVES WITH MANHOLES	4	EA	\$15,000.00	\$ 60,000.00
4	ROADWAY CROSSINGS WITH CASING PIPES	3	EA	\$300,000.00	\$ 900,000.00
5	TEMPORARY BYPASS	2	EA	\$400,000.00	\$ 800,000.00
6	TOPSOIL, SEEDING & MULCHING	2,198	SY	\$15.00	\$ 32,970.00
7	DRIVEWAY/SHARED USE PATH RESTORATION	388	SY	\$65.00	\$ 25,220.00
8	DRAINING OF ABANDONED PIPE (PUMP AND HAUL)	1	LS	\$300,000.00	\$ 300,000.00
9	MAINTENANCE OF TRAFFIC (2%)	1	LS	\$101,000.00	\$ 101,000.00
10	EROSION & SEDIMENT CONTROL (2%)	1	LS	\$101,000.00	\$ 101,000.00
					\$ -
					\$ -
CONTRACTOR ITEMS SUBTOTAL					\$ 5,512,690.00
CONSTRUCTION SUBTOTAL					\$ 5,512,690.00
2% CONSTRUCTION ENGINEERING					\$ 110,254.00
2% INITIAL EXPENSE					\$ 110,254.00
TOTAL ENGINEER'S ESTIMATE					\$ 5,733,198.00

Notes:

1. Cost estimate does not include acquisition of right-of-way or easements.
2. Cost estimate assumes existing force main will be abandoned in place after draining and removed by roadway contractor.
3. 30" DIP includes stone bedding/backfill, fittings, joint restraints, and thrust blocks.

Sussex County Estimate for 30" Sanitary Sewer Forcemain Relocation

ENGINEERING DEPARTMENT

MIKE HARMER, P.E.
SUSSEX COUNTY ENGINEER
(302) 855-7370 T
(302) 854-5391 F
mike.harmer@sussexcountysde.gov



Sussex County
DELAWARE
sussexcountysde.gov

DelDOT
800 South Bay Road
Dover, DE 19901

May 16, 2025

Attn: Eric Cimo, P.E., DelDOT Utility Engineer

RE: US-9 (Kings Hwy.) from SR-1 to Freeman Hwy.
Advance Wastewater Utility Relocation Request

Dear Eric:

The US-9 (Kings Hwy.) from SR-1 to Freeman Hwy. improvement plans developed by DelDOT's consultant conflict with the Sussex County's forcemains throughout the limits of the project, specifically a 30-inch diameter forcemain extending north-south through the entire project limits creating storm drainage conflicts at several locations. The relocation of the forcemain must occur prior to the road construction due to the conflicts between it and the proposed drainage and other improvements associated with the road project.

Therefore, on February 11, 2025, Sussex County Council approved Davis, Bowen & Friedel, Inc.'s (DBF) Amendment 2 under their on-call services base agreement for the King's Highway Advanced Utility Relocation Project. The design routes a new 24-inch forcemain from PS-210 on Wescoats Road to the existing forcemain near the curve along Gills Neck Road (boundary of Governors and Senators subdivisions) completely eliminating all conflicts with DelDOT's capital improvement project along US-9 (Kings Hwy.) from SR-1 to Freeman Hwy.

In the first phase of the rerouting effort starts at the future traffic circle at Clay Road and Kings Highway and reconnecting at the bend of Gills Neck Road under the Village Center project using Christiana Excavating Co., the Developer's site contractor. The second phase extends from PS 210 to the future traffic circle at Clay Road. It was priced out by Christiana Excavating Co. and George & Lynch the County's General Labor and Equipment Contractor.

The construction cost proposals and award status are as follows:

Phase 1- Christiana Excavating Co. for \$2,210,880.00
Awarded by the County Council on April 29th.

Phase 2 - George & Lynch, Inc. for \$1,401,315.34
Award pending after County Council approval



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

Exhibit 'C1' continued:

King's Highway Advanced Utility Relocation

May 16, 2025

Please note that the proposals do not include removing the wastewater from the existing forcemain after it is abandoned. It is our understanding that task as well as the partial removal of this main would be accomplished on the DelDOT road construction contract.

On February 11, 2025, Sussex County Council also authorized the Engineering Department to proceed with the development of a DelDOT advance relocation agreement associated with the DelDOT improvement project for US-9 (Kings Hwy.) from SR-1 to Freeman Hwy.

Therefore, the Department is officially requesting the advance relocation construction funding as soon as possible. Sussex County proposes funding the associated design and construction services and will not seek reimbursement of these expenses. However, the County request DelDOT's assistance in securing the key phase 2 easement from the Department of Agriculture across parcel 334-6.00-39.00.

Furthermore, the County understands that the DelDOT road project will possibly straddle two fiscal years and not start for a couple of years. The County is prepared to temporarily advance the costs to accommodate DelDOT's funding constraints.

In summary, the collaboration on the advance relocation is advantageous to both the State and Sussex County. We appreciate DelDOT's excellent cooperation on this important project.

Sincerely,

Hans Medlarz

Hans Medlarz, P.E. Director of Special Projects

Exhibit 'C1' continued:

Sussex County Supporting Contractor Estimates

County alignment on east side and under US 9 (Phase 1):

CHRISTIANA EXCAVATING COMPANY

2016 Sunset Lake Rd., Newark, DE. 19702
(Newark) 302-738-8660 (Milford) 302-424-8343 FAX 302-738-3515

April 8, 2025

Jack Lingo Asset Management
246 Rehoboth Avenue
Rehoboth Beach, De 19971

PROPOSAL

Attn: Zachary Rhoad

PVC Force Main Relocate
Lewes, De
Tax Parcels #335-12.00-3.00

Bid From Plans Prepared by Davis Bowen & Fridel Inc. Dated February 2025 with No Revisions

- Forcemain Plan & Profile, Sheets C-521 to C-522
- Forcemain Details, Sheet C-523

We hereby propose to provide all labor, materials, and equipment necessary to perform the following scope of work per attached Bid Form:

Sanitary Sewer Force Main – Sussex County

\$2,210,880.00

- Provide Traffic Control, Flaggers & TMA as Required
- Test Digging to verify Existing Utilities
- Remove ~40 LF Existing 24" PVC Force Main & Tie into Existing Tee Wye
- Install 4,380 LF 24" PVC C-900 Force Main pipe w/ 57 Stone Bedding
- Install 1 ea. 24"x8" Tee, 1 ea. 24" Valve & 1 ea. 8" Valve
- Install various 24" Bends w/ 1 ea. 24" Cap w/ 2" BO
- Install 3 ea. 24" depressions
- Install 3 ea. Air Release Valves w/ Manholes
- Install 24" Mcgs & Kickers as Required
- Install 3 ea. Jack & Bores w/ 30" Steel Casing & 24" DIP Carrier Pipe
 - 165' Jack & Bore
 - 55' Jack & Bore
 - 135' Jack & Bore
- Install temporary bypass 1,260 LF 4" HDPE pipe (above ground) with fusions
- Tie in 8" Existing force main into proposed 24" Force Main
- Remove Temporary 4" HDPE
- Install 1,600' Green Paving over Force Main
 - Geogrid Fabric
 - Cell Tech Grid, 4"
 - GABC, 4"
 - Topsoil, Seed & Straw
- Install Detection Tape & Wire
- Testing for Sussex County Engineering Acceptance
- Replace Existing SUP 10'w as Needed for Force Main Alignment
- Topsoil, Seed & Mat Disturbed Areas

SITEWORK TOTAL:

\$2,210,880.00

Two Million Two Hundred Ten Thousand Eight Hundred Eighty Dollars and No Cents

Exhibit C2

Itemized cost estimate for work reimbursable to the STATE

N/A

Exhibit C3

UTILITY private easements or property description documents

Sussex County has sanitary sewer facilities that are outside of the existing right-of-way as shown in the DelDOT construction plans, but the easement agreements are not considered in this agreement since impacts are reimbursable to the County under DE Code.

Exhibit C4

List of **UTILITY** facilities in area of Prior Rights

N/A

Exhibit D

Description on non-reimbursable **UTILITY** work

N/A

Exhibit E

STATE and UTILITY construction schedule

The County's 30" forcemain will be relocated by the County's contractor in advance of the DelDOT project. Phase 1 is anticipated to start in July 2025 and be completed October 2025.

Exhibit F

Civil Rights Act of 1964

Agreement, Relocation and Adjustment
Department of Transportation, Division of Transportation Solutions, Engineering Support, Utilities

2 pages

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, here-in-after sometimes referred to as the "contract", the contractor, in this contract that being the "Utilities", for itself, its assignees and successors in interest (here-in-after 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 (49 CFR, Part 21) as they may be amended from time to time, here-in-after 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 grounds 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 the contract, the State of Delaware, Department of 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 the Exhibit "F" 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.

To Be Introduced: 6/17/25

Council District 4: Mr. Hudson

Tax I.D. No.: 533-6.00-19.00

911 Address: 35082 Roxana Road, Frankford

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO ALLOW FOR A SITE DEVELOPMENT BUSINESS WITH OFFICE AND OUTDOOR STORAGE AND PARKING TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 0.45 ACRES, MORE OR LESS

WHEREAS, on the 13th day of November 2023, a Conditional Use Application, denominated Conditional Use No. 2493 was filed on behalf of Rennie Hunt; 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. 2493 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, Subsection 115-22, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2493 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 Sussex County, Delaware, and lying on the northwest side of Roxana Road (Route 17), approximately 0.07 mile northeast of Pyle Center Road (Route 20) and being more particularly described in the attached legal description prepared by Procino-Wells & Woodland, LLC, said parcel containing 0.45 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: 6/17/25

Council District 4: Mr. Hudson

Tax I.D. No.: 533-10.00-46.02

911 Address: 36215 Little Creek Lane, Frankford

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO ALLOW FOR A SITE DEVELOPMENT BUSINESS WITH OFFICE AND OUTDOOR STORAGE AND PARKING TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 1.38 ACRES, MORE OR LESS

WHEREAS, on the 13th day of November 2023, a Conditional Use Application, denominated Conditional Use No. 2494 was filed on behalf of Rennie Hunt; 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. 2494 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, Subsection 115-22, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2494 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 Sussex County, Delaware, and lying on the north side of Gum Road (S.C.R. 392), approximately 0.12 mile west of Roxana Road (Route 17) and being more particularly described in the attached legal description prepared by Ridgway Law Group, LLC, said parcel containing 1.38 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: 6/17/25

**Council District 2: Mr. McCarron
Tax I.D. No.: 230-5.00-6.00
911 Address: 8848 September Way, Lincoln**

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A PROFESSIONAL OFFICE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 10.48 ACRES, MORE OR LESS

WHEREAS, on the 26th day of June 2024, a Conditional Use application, denominated Conditional Use No. 2538 was filed on behalf of Jeffrey Baughman; 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. 2538 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. 2538 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 Sussex County, Delaware, and lying on the east and west side of September Way, a private lane accessed from the south side of Fitzgeralds Road (S.C.R. 207), approximately 677 feet west of DuPont Boulevard (Route 113), and being more particularly described in the attached legal description prepared by Adkins Law Firm, P.A. said parcel containing 10.48 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: June 11, 2025

RE: County Council Report for C/U 2524 filed on behalf of Brian Rowe

The Planning and Zoning Department received an application (C/U 2524 filed on behalf of Brian Rowe) for a Conditional Use for a landscaping business, to be located in an AR-1 Agricultural Residential Zoning District at Tax Parcels 533-17.00-164.08 and 164.09. The property is located at 32190 and 32198 Lynch Road, Selbyville. The parcel size is 5.41 ac. +/-

The Planning & Zoning Commission held a Public Hearing on the application on April 16, 2025. At the meeting of May 21, 2025, the Planning & Zoning Commission recommended approval of the application for the 6 reasons and 11 recommended conditions of approval as outlined within the motion (copied below).

Below are the minutes from the Planning & Zoning Commission meeting on April 16, 2025, and May 21, 2025.

Minutes of the April 16, 2025, Planning & Zoning Commission Meeting

C/U 2524 Brian Rowe

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. The properties are lying on the south side of Lynch Road (S.C.R. 387A), approximately 0.18 mile southeast of Lighthouse Road (Rt. 54). 911 Address: 32190 & 32198 Lynch Road, Selbyville. Tax Map Parcels: 533-17.00-164.08 & 164.09.



Mr. Whitehouse advised the Commission that submitted into the record are the Applicant's conceptual site plan, the Staff Analysis report, the Applicant's boundary survey; the DelDOT service level evaluation response letter, a letter received from the Sussex County Engineering Department Utility Planning division, and that there were no comments.

The Commission found that Mr. Brian Rowe and Ms. Caitlin Rowe were present on behalf of their application.

Mr. Rowe stated that he and his wife own and operate Rowe Property Maintenance, LLC, a small family business located on the same property as our residence; that the reason for applying did not arise from any known complaints from our neighbors or community and are simply asking permission to continue operating the business as it has been; that a tremendous amount of time and money was spent in recent years to mitigate any impacts the business has on neighbors and expanding community; that the property was originally an active poultry farm that his parents operated throughout his childhood until about 1998; that his father started the original business as poultry repair and farm maintenance business and it morphed into a landscape maintenance company in the following years until health reasons forced him to take a position with the Sussex County Engineering Department where he worked until his passing; that in his senior year of high school, he decided to restart the landscaping business operating out of a retired manure shed after his father's passing; that his mother subdivided the property, affording him the opportunity to build his house next to the shop; that his mother still resides in the original house; that the company has grown with the recent growth in our area; that he wants to follow all the proper rules and laws which lead to submitting the conditional use application; that he currently operates 12 trucks, 6 trailers and various pieces of equipment with the current staff of 15 employees as shown on our site plan; that there is ample parking for our current employees and business assets in addition with room to expand; that some employees carpool, some take home company vehicles, and on larger commercial projects employees will meet directly at the job site; that the typical hours of operation are 6:30 AM to 6:30 PM Monday through Friday; that they do offer commercial snow removal and also hold contracts with the state, particularly DelDOT that require some night operations; that he would ask for some flexibility within our typical hours of operation since our business is largely dependent on the weather, we work some Saturdays when inclement weather during the week disrupts our schedule; that there is the ability to turn off back alarm backup alarms while in our yard; that there is on site fuel for our vehicles and equipment and the tanks are properly labeled and contained as required; that they perform MPM services on vehicles and equipment in the shop; that all fluids and chemicals are properly stored and a waste management company dispose of, said fluids and chemicals; that palletized and bulk materials are stored on the property to be used in daily operation; that bulk material is stored in concrete landscape bins located at the rear of the property; that most palletized material is stored in our repurposed poultry house; that yard waste that we move from jobs is stored in a separate concrete bin wall enclosure where it is loaded into a roll off dumpster and hauled to a recycling facility as needed; that there is no grinding or burning of yard waste on site; that there is a properly stabilized topsoil stockpile that we periodically screen and use for projects; that the bulk of the soil is used to create additional landscape berms to better mitigate any impact we may have on our neighbors; that there are several large landscape berms installed to reduce visibility, noise and light pollution; that the barn at the rear of the property and the Northwest property line have been planted with rows of Green Giant arborvitae trees to help further reduce our operations impact on the community; that the existing berm along the road has also been landscaped to provide neighbors with a more aesthetically pleasing view; that if approved, the current building shown on the site plan with no future office will be demolished and a new building will be erected in its place; that they do not currently offer any retail

or wholesale sales and do not plan to offer in the future; that the proposed office will be for our employees only, with the occasional client or sales representative meeting; that a single 32 square foot lighted sign meeting the requirements set forth by the Commission is requested; and that the ability to have the family business located on the same property as our home provides the unique opportunity to incorporate our young children into the ins and outs of entrepreneurship, even if it's just a quick lunch break with them before heading out to the next job.

The Commission found that no one appeared in support of or in opposition to the application.

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 2524 Brian Rowe. Motion by Mr. Mears to defer action for further consideration, seconded by Ms. Wingate and carried unanimously. Motion carried 4-0.

Minutes of the May 21, 2025, Planning & Zoning Commission Meeting

The Commission discussed this application which has been deferred since April 16, 2025.

Mr. Mears requested that Mr. Roberston read the motion on his behalf.

Mr. Mears moved the Commission to recommend the approval of C/U #2524 BRIAN ROWE for a landscaping business based on the record made during the public hearing and for the following reasons:

1. The property is located on a 5.41-acre parcel of land where the Applicant resides. The property was an active poultry farm operated by the Applicant's family that evolved into a poultry and farming equipment repair business. The Applicant is seeking to continue that business with a conditional use for his landscaping business.
2. The site is located within the Town Center Area according to the Sussex County Comprehensive Plan. This type of use is appropriate within this Area.
3. The property is zoned AR-1 Agricultural Residential. The use of the property as a landscaping business is consistent with the underlying agricultural zoning of the property and the prior agricultural use of the property.
4. The use will not adversely affect area roadways or neighboring properties.
5. A landscaping company provides a service to a wide variety of Sussex County residents and businesses, and it has a public or semi-public character that will benefit the residents and businesses of Sussex County.
6. There was no opposition to this application.
7. This recommendation is subject to the following conditions:
 - A. This use shall be limited to a landscaping business that performs off-site landscaping work.
 - B. No manufacturing shall occur on the site. This prohibition includes the shredding or grinding of any materials and also includes the dyeing of mulch or similar materials.

- C. As stated by the Applicant, there shall not be any retail sales occurring from the site.
- D. One lighted sign, not to exceed 32 square feet per side, shall be permitted.
- E. The hours of operation shall be limited to 6:30 a.m. through 6:30 p.m., Monday through Friday. There shall not be any Saturday or Sunday hours. However, the Applicant shall be able to operate beyond these hours on an as-needed basis for the DelDOT contract work that he performs and for limited situations such as snow removal, storm damage cleanup and similar events.
- F. The Applicant shall comply with all DelDOT requirements, including any entrance or roadway improvements.
- G. Since this property also includes the Applicant's residence, the Final Site Plan shall clearly show the area where this landscaping business will be located on the property.
- H. The Final Site Plan shall clearly show all areas for vehicle and equipment storage and parking, and these areas shall be clearly marked on the site itself. There shall not be any parking or storage within the property's setbacks.
- I. All vehicle and equipment repairs shall occur indoors on the site, with all fuel, oils, and other liquids appropriately stored and disposed of.
- J. Failure to comply with any of these conditions may be grounds for termination of the Conditional Use approval.
- K. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning and Zoning Commission.

Motion by Mr. Mears, seconded by Ms. Wingate and carried unanimously to recommend APPROVAL of C/U 2524 Brian Rowe for the reasons and the conditions stated in the motion. Motion carried 5-0.

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

PLANNING & ZONING COMMISSION

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



Sussex County

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sussexcountysde.gov
302-855-7878

JAMIE WHITEHOUSE, MRTPI, AICP
DIRECTOR OF PLANNING & ZONING

PLANNING AND ZONING AND COUNTY COUNCIL INFORMATION SHEET

Planning Commission Public Hearing Date: April 16, 2025

Application: CU 2524 Brian Rowe

Applicant: Brian Rowe
32190 Lynch Road
Selbyville, DE 19975

Owner: Brian Rowe
32190 Lynch Road
Selbyville, DE 19975

Site Location: Located on the south side of Lynch Road (S.C.R. 387A), approximately 0.18 mile southeast of Lighthouse Road (Rt. 54).

Current Zoning: Agricultural Residential (AR-1) Zoning District

Proposed Use: Landscaping Business

Comprehensive Land
Use Plan Reference: Town Center

Councilmanic
District: District 4 - Mr. Hudson

School District: Indian River School District

Fire District: Selbyville Fire Company

Sewer: Private Septic

Water: Private Well

Site Area: 5.41-acre(s) +/-

Tax Map ID.: 533-17.00-164.08 & 164.09



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



Sussex County

DELAWARE
sussexcountype.gov

Memorandum

To: Sussex County Planning Commission Members
From: Ms. Ann Lepore, Planner I
CC: Mr. Vince Robertson, Assistant County Attorney and Applicant
Date: March 11, 2025
RE: Staff Analysis for C/U 2524 Brian Rowe

This memo is to provide background and analysis for the Planning Commission to consider as a part of Application C/U 2524 Brian Rowe to be reviewed during the April 16, 2025, Planning Commission Meeting. This analysis should be included in the record of this Application and is subject to comments and information that may be presented during the Public Hearing.

Please note that the following Staff Analysis is for informational purposes only and does not prejudice any decision that the Sussex County Planning & Zoning Commission or Sussex County Council may wish to make as part of any Application submitted to the Department.

Tax Parcel ID: 533-17.00-164.08 & 164.09

Proposal: The request is for a Conditional Use for Tax Parcels 533-17.00-164.08 & 164.09 to allow for a landscaping business to be located in an Agricultural Residential (AR-1) District. The property is lying on the south side of Lynch Road (S.C.R. 387A), approximately 0.18 mile southeast of Lighthouse Road (Rt. 54). The Parcels consist of 5.41 acres +/-.

Zoning: The Parcel is zoned Agricultural Residential (AR-1) District. The adjacent parcels to the east, north, west, and south are zoned Agricultural Residential (AR-1) District.

Future Land Use Map Designation w/in Comprehensive Plan: The subject property is located within the "Town Center Area" as outlined in the Sussex County's 2018 Comprehensive Plan.

Applicability to Comprehensive Plan: 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 "Town Center Area." All surrounding properties to the south, east, and west of the subject site contain the Future Land Use Map designation of "Town Center Area". The area to the north across Lynch Road has the land use designation of "Municipalities" and is within the incorporated town limits of Selbyville.

As outlined in the 2018 Sussex County Comprehensive Plan, Town Center Areas are areas that the County envisions "Significant growth is proposed to be concentrated around municipalities in unincorporated areas just beyond municipal borders. Many of these locations are part of areas that municipalities have formally designated as future annexation areas in their local comprehensive



plans, where the municipality would be receptive to annexation requests in the future. (Sussex County Comprehensive Plan, 4-13).

The Plan also notes that “Institutional and commercial uses may be appropriate depending on surrounding uses. Some smaller scale, low-impact industrial operations may be appropriate” (Sussex County Comprehensive Plan, 4-13).

Further Site Considerations:

- **Density:** N/A
- **Open Space Provisions:** N/A
- **Agricultural Areas:** The site is within the vicinity of active agricultural lands.
- **Interconnectivity:** N/A
- **Transportation Improvement District (TID):** N/A
- **Wetlands Buffers/Waterways:** N/A
- **Other Site Considerations (ie: Flood Zones, Tax Ditches, Groundwater Recharge Potential, etc.):** The White Oak Swamp Prong Tax Ditch is located on the south and east of Parcel 164.08.

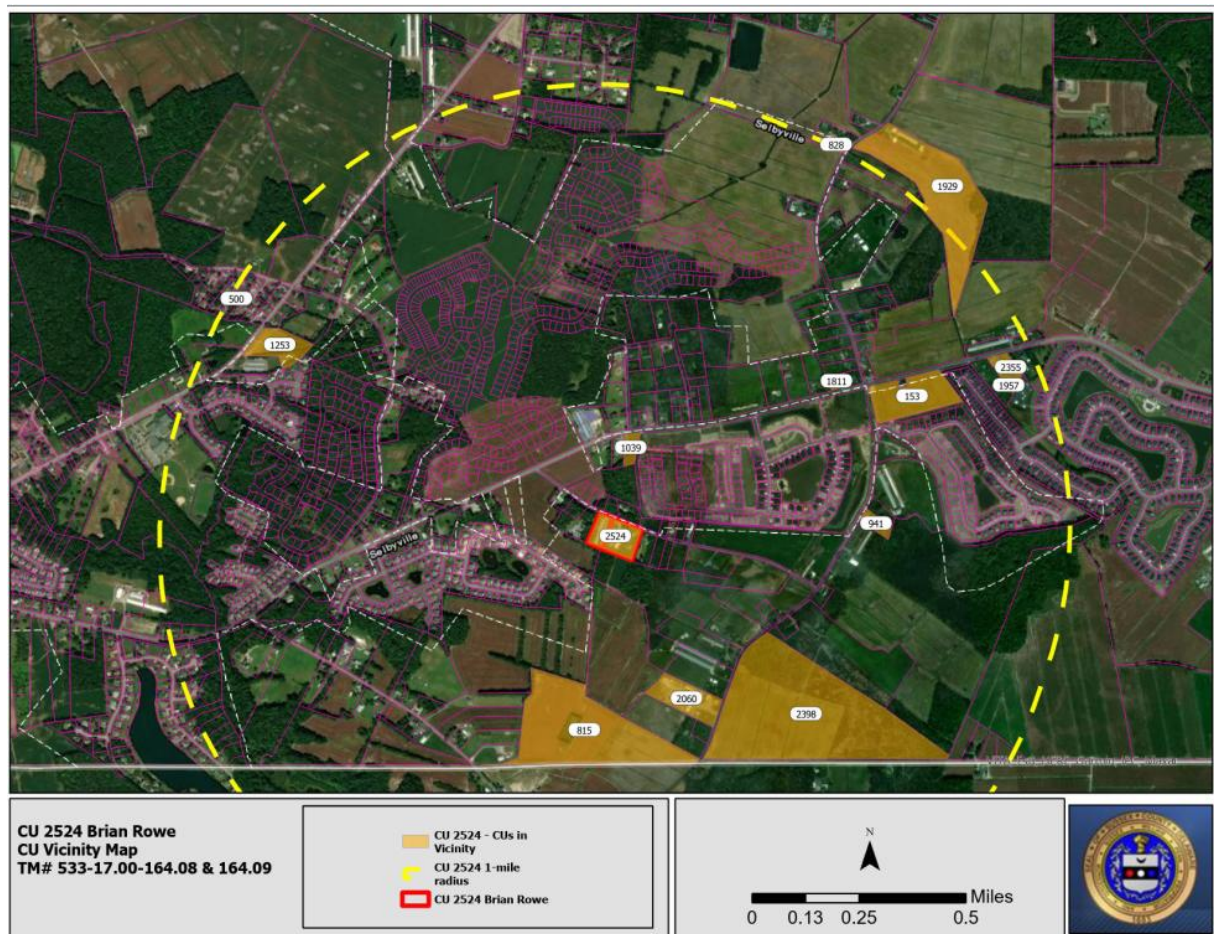
Based on the analysis of the land use, surrounding zoning and uses, a Conditional Use Application to allow for a landscaping business and associated site improvements, subject to considerations of scale and impact, could be considered as being consistent with the land use, area zoning and surrounding 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.

Since 1970, there have been 14 Conditional Use Applications within a 1-mile radius of the Application Site.

CU No.	Applicant	Tax Parcel	Zoning	Proposed Use	CC Date	CC Decision	Ord. No.
153	Chesapeake Services	533-17.00-182.00	AR-1	Borrow Pit		Withdrawn	
500	Frank Bland	533-17.00-208.00	GR	Fish & Veg. Market	11/14/1978	Approved	
815	Showell Growers	533-17.00-158.00	AR-1	Borrow Pit w/Fire Protection	4/30/1985	Approved	244
828	Everett Dennis	533-17.00-120.00	AR-1	Borrow Pit	8/27/1985	Approved	289

941	Edward Hiekman	533-17.00-183.01	AR-1	Auto Repair	7/10/1990	Approved	699
1039	William Hudson	533-17.00-166.00	AR-1	Auto Repair	6/1/1993	Approved	891
1253	Robert Davis	533-17.00-11.10	AR-1	Mini-Storage Boat/RV Storage	9/1/1998	Approved	1258
1811	Lawman Properties	533-17.00-74.00	AR-1	Office	1/12/2010	Approved	2096
1929	Everett Dennis & David Harbin	533-17.00-179.00	AR-1	Tractor & Auto Repair	6/5/2012	Approved	2258
1957	George VanFleet	533-17.00-35.04	AR-1	Storage Units	3/19/2013	Denied	
2060	Shelby Trucking	533-17.00-160.00	AR-1	Heavy Equipment Storage, Trucking & Construction	11/29/2016	Approved	2477
2355	Dan Velez/Maricryst Birao	533-17.00-35.03	AR-1	Physical Therapy Office		Withdrawn	
2398	Chaberton Energy	533-17.00-187.00	AR-1	Solar Farm	2/20/2024	Approved	2986
2524	Brian Rowe	533-17.00-164.08 & 164.09	AR-1	Landscaping Business		Pending	





CU 2524 Brian Rowe
Aerial Map
TM# 533-17.00-164.08 & 164.09

 CU 2524 Brian Rowe

0 125 250 500 Feet





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

CU 2524 Brian Rowe
Streets Map
TM# 533-17.00-164.08 & 164.09

 CU 2524 Brian Rowe

0 125 250 500 Feet





 CU 2524 Brian Rowe

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

CU 2524 Brian Rowe
Zoning Map
TM# 134-17.00-15.00 & 15.03

0 250 500 1,000 Feet



Maxar, Microsoft, VITA, Esri, HERE, Garmin, IFC

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.



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: June 11, 2025

RE: County Council Report for C/U 2484 filed on behalf of Dick Ennis, Inc.

The Planning and Zoning Department received an application (C/U 2484 filed on behalf of Dick Ennis, Inc.) for a Conditional Use for a boat repair facility with outdoor boat and RV storage, a landscape business, and a construction business, to be located in an GR General Residential Zoning District at Tax Parcel 234-34.00-53.00. The property is located on the southwest side of Layton Davis Road (SCR 312-A), approximately 0.82-mile southeast of John J. Williams Highway (Rt.24). The parcel size is 5.371 ac. +/-

The Planning & Zoning Commission held a Public Hearing on the application on April 16, 2025. At the meeting of May 21, 2025, the Planning & Zoning Commission recommended approval of the application for the 8 reasons and 13 recommended conditions of approval as outlined within the motion (copied below).

Below are the minutes from the Planning & Zoning Commission meeting on April 16, 2025, and May 21, 2025.

Minutes of the April 16, 2025, Planning & Zoning Commission Meeting

C/U 2484 Dick Ennis, Inc.

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A GR GENERAL RESIDENTIAL DISTRICT FOR A BOAT REPAIR FACILITY WITH OUTDOOR BOAT AND RV STORAGE, A LANDSCAPE BUSINESS, AND A CONSTRUCTION BUSINESS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 5.371 ACRES, MORE OR LESS. The property is lying on the southwest side of Layton Davis Road (S.C.R. 312-A),



approximately 0.82-mile southeast of John J Williams Highway (Rt. 24). 911 Address: N/A. Tax Map Parcel: 234-34.00-53.00.

Mr. Whitehouse advised the Commission that submitted into the record were a copy of the staff analysis, a copy of the DelDOT Service Level Evaluation response letter, and 20 written comments. The Commission found that Ms. Shannon Carmean Burton, Esq. was present on behalf of the Applicant, Dick Ennis, Inc. who has applied for an ordinance to grand a Conditional Use in a General Residential (GR) District for the purposes of operating a boat repair and sales facility with outdoor boat and RV storage, a landscape business, and a construction business; that also in attendance are Dick Ennis, Chris Ennis, and Ken Christenbury, P.E. with Axiom Engineering, LLC.; that exhibit booklets have been submitted into the record which include an amended deed for the property, the staff analysis showing other approved conditional uses in close proximity to the property, the proposed conditional use site plan, the DelDOT service level evaluation response, and the proposed findings of fact and conditions of approval; that the Applicant has received multiple letters in support of the application which have been submitted into the record; that the property is located on the southwest side of Layton Davis Road approximately .85 miles southeast of John J. Williams Highway; that it contains approximately 5.371 acres and is currently unimproved; that it is owned by Marshall and Geneva Harris who have entered into a contract to sell the property to the Applicant; that the contract is contingent upon the County Council's approval of this Conditional Use Application in addition to all agency approvals of the Conditional Use Site Plan; that the Applicant proposes to develop the property in three phases which is depicted on the Site Plan; that the proposed use of the property is a permitted conditional use under the zoning code, and it is consistent with the purposes and the goals of the comprehensive land use plan; the 2018 Sussex County Comprehensive Plan update future land use map indicates that this property has a land use designation of coastal area; that the coastal area is a growth area and stated that appropriate mixed-use development should be allowed and doing so however, careful mixtures of homes with like commercial office and institutional uses can be appropriate to provide for convenience services and to allow people to work close from home; that the proposed project is appropriate and compatible with the goals and directions of the coastal area of the comprehensive plan, as its purpose is to provide convenient areas for businesses that will serve and address the needs of this rapidly growing area; that there is a need for the uses proposed by the Applicant in this area of Sussex County; that there are many nearby residential developments as well as apartment complexes that prohibit the storage or parking of boats and RV's within the communities; that there is always a need for our lawn care and landscape services as well as construction services; that this property provides an appropriate and convenient location to address all of those needs on one property; that the proposed use is also consistent with the character and the commercial trend of development in this area; that there have been 30 conditional use applications within a one mile radius of this site, including but not limited to one that was recently approved and that conditional use is on Layton Davis Road; that for other uses, such as office storage, multifamily residential recreation and other uses with the conditions and limitations that are being proposed by the Applicant, the proposed uses will not have an adverse impact on neighboring properties or the community; that the proposed uses are of a public or a semipublic care, and it is desirable for the general welfare and convenience of neighboring properties and uses in the area; that the 2020 Delaware Strategies for State Policies and spending identify their property as being located in an investment level 2 area where the state does support growth in the near future and indicates that state investments and policies should support and encourage a wide range of uses and investment level 2 areas; that the proposed conditional use does not require any public funds for the use, and it is consistent with the state policies and spending for this area; that the proposed use will have no significant impact on traffic and DelDOT did not recommend that a traffic study traffic impact study

be performed for the proposed uses; that based on the flood insurance rate map, the entire property is located in an area designated as Zone X, which is an area determined to be outside the 500 year floodplain; that the property will also be served by an on-site well and on-site wastewater treatment disposal system; that the Applicant has also proposed conditions of approval; that the Applicant proposes that the conditional use be limited to the following land uses of lawn care and landscape business repair and maintenance of boats and recreational vehicles, boat and outboard engine sales, outdoor storage of boats and recreational vehicles, Custom Home Builder, office and indoor storage, and one single family detached dwelling is proposed the above land; that the Applicant is proposing 3 phases of development; that building permits shall not be issued until the phase, including the building has received final site plan review and approval from the following agencies. Delaware Department of Transportation Sussex Conservation District, Delaware State Fire, Marshall's office, Delaware Department of Natural Resources and Environmental Control, and the Sussex County Planning and Zoning Commission; that the hours of operation shall be from sunrise to sunset; that all security lighting shall be shielded and downward screened so that it does not shine on neighboring properties; that the storage areas shall be covered with a pervious stabilizing material. The location and type of material shall be shown on the final site plan; that the conditional use shall be subject to all DelDOT requirements regarding the entrance and roadway improvements necessary to provide access to this site; that the entrance drive from Layton Davis Road to the property shall have a paved width of at least 24 feet to accommodate vehicles with boat trailers and RV's, and to allow sufficient space for such vehicles to safely wait to exit the property onto the state road; that any boat, fuel or hazardous materials shall be stored in accordance with all applicable regulations; that one sign shall be permitted on the property and it shall not exceed 32 square feet in size; that the perimeter of the property shall be fenced with a 6-foot high chain link security fence; that there shall be a landscape buffer between the outside of the fence and the perimeter of the property to screen views from adjoining properties and the landscape buffer shall be 20 feet wide; that the final site plan shall indicate the plantings to be provided in the buffer areas; that the final site plan for each phase shall depict or note these conditions and shall be subject to the review and approval of the Sussex County Planning and Zoning Commission; that for the reasons presented tonight and based on the public record, the proposed conditional use is appropriate under the comprehensive plan as it is consistent with the surrounding land uses, the character and the trend of development in this area, the zoning and it does provide a convenient and central location to services that will benefit the present and future inhabitants of our County, it also meets the general purpose of the zoning ordinance as a public or semipublic use essential and desirable for the general convenience, growth, order, prosperity and welfare of our County; and that for these reasons, we respectfully request that the Commission recommend approval of this conditional use application.

Ms. Carmean Burton introduced Mr. Ken Christenbury to provide an overview of the project.

Mr. Christenbury stated that it's an agricultural use; that there are some residential properties in the surrounding area; that the entire area is zoned GR; that it's not an AR property that's being proposed for this conditional use; that the deed is in the application; that the staff analysis indicates the conditional uses in the area; that the use of conditional use to provide for businesses in rural areas is not uncommon and the growth in this area certainly has increased the need for all kinds of businesses and boat storage certainly is in demand in this part of Sussex County; that the Applicant is proposing a 20-foot forested buffer; that Phase 1 is going to be the boat repair building here, a small rental office, and just inside the perimeter buffer will be a security fence for the outdoor boat storage; that Phase 2 is simply a single family home for a site manager; that Phase 3 would be the home building contractor

office; that the boat storage in this area is in high demand; and that there would be about five employees at the end of Phase 1 and ten employees by the end of Phase 3.

Mr. Dick Ennis stated that there will be very little material stored on the property; that there will be a truck and small bobcat to move boats; that there may be some mulch or stone stored on the property; that the hours of operation would be seven days a week; that the hours may vary for snow removal situations; and that there will be a portable fuel tank for trucks.

The Commission found that no one appeared in support of or in opposition to the application.

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 2484 Dick Ennis, Inc. Motion by Mr. Mears to defer action for further consideration, seconded by Ms. Wingate and carried unanimously. Motion carried 4-0.

Minutes of the May 21, 2025, Planning & Zoning Commission Meeting

The Commission discussed this application which has been deferred since April 16, 2025.

Mr. Mears requested that Mr. Robertson read the motion on his behalf.

Mr. Mears moved the Commission to recommend an approval of C/U #2484 DICK ENNIS, INC. for an outdoor boat storage and repair facility, RV storage, landscaping business, and a construction business within the GR General Residential District based upon the record made during the public hearing and for the following reasons:

1. The Applicant seeks approval for an RV and boat storage and boat repair facility along with his landscaping and construction businesses on approximately 5.37 acres of land.
2. There is a need for the use proposed by the Applicant in this area of Sussex County. There are many nearby residential developments that prohibit the storage or parking of boats and RVs within them. This is an appropriate, convenient location that addresses the need for off-site storage of their boats and RVs.
3. The Applicant's landscaping and construction companies also provide a service to a wide variety of Sussex County residents and businesses, and it has a public or semi-public character that will benefit the residents and businesses of Sussex County.
4. The site is located within the Coastal Area according to the Sussex County Comprehensive Plan and its Future Land Use Map. This use is appropriate in that area according to the Plan.
5. The project, with the conditions and stipulations imposed upon it, will not have an adverse impact upon the neighboring properties or community.
6. There are a variety of residential and small business users in the vicinity of this site, including a similar storage facility nearby on Layton Davis Road. This proposed use is compatible with these other area uses.
7. No parties appeared in opposition to this Application and there are several letters in support of the Application that are part of the public record.

8. This recommendation for approval is subject to the following conditions:

- A. The use shall be limited to the repair and storage of boats, RV storage and the Applicant's landscaping and construction businesses. No other storage of vehicles or equipment shall occur on the site. The boat repairs shall include work such as marine motor repair, fiberglass work and bottom scraping and painting.
- B. The facility shall only be accessible from 6:00 am until dusk and access to the site shall be locked to prevent after-hours access.
- C. All security lighting shall be shielded and downward screened so that it does not shine on neighboring properties or roadways.
- D. No more than 133 boats and RVs shall be permitted on the site. The storage spaces for these boats and RVs shall be shown on the Final Site Plan and clearly marked on the site itself. In addition, the storage areas shall be covered with pervious stabilizing material.
- E. The use shall be subject to all DelDOT requirements regarding the entrance and roadway improvements necessary to provide access to the site. The entrance drive from Layton Davis Road to the site shall have a paved width of at least 24-feet to accommodate vehicles with boat trailers and RVs.
- F. All chemicals, oils, hazardous materials and fuel shall be stored in accordance with all applicable regulations.
- G. One lighted sign shall be permitted on the site. It shall not exceed 32 square feet in size.
- H. No junked or unregistered boats, trailers or RVs shall be stored on the site.
- I. There shall be a 20-foot-wide forested or vegetated buffer on the outside of the perimeter fencing around the entire site to screen it from the view of neighboring properties and roadways. The location and type of trees and vegetation within this buffer shall be shown on the Final Site Plan. This buffer must be installed as part of the initial phase of operation of this Conditional Use.
- J. No manufacturing shall occur on the site. This prohibition includes the shredding or grinding of any materials and also includes the dyeing of mulch or similar materials.
- K. The Final Site Plan shall clearly show all areas where the boat repair work will occur as well as the areas for boat and RV storage and the parking associated with the landscaping and construction businesses. These areas shall also be clearly marked on the site itself. There shall not be any parking, storage or repair work permitted within the property's setbacks.
- L. Failure to comply with any of these conditions may be grounds for termination of the Conditional Use approval.
- M. The final site plan shall be subject to the review and approval of the Sussex County Planning & Zoning Commission.

Motion by Mr. Mears, seconded by Ms. Wingate and carried unanimously to recommend APPROVAL of C/U 2484 Dick Ennis, Inc., for the reasons and the conditions stated in the motion. Motion carried 5-0.

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

PLANNING & ZONING COMMISSION

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



Sussex County

DELAWARE
sussexcountyde.gov
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JAMIE WHITEHOUSE, MRTPI, AICP
DIRECTOR OF PLANNING & ZONING

PLANNING AND ZONING AND COUNTY COUNCIL INFORMATION SHEET

Planning Commission Public Hearing Date: April 16th, 2025

Sussex County Council Public Hearing Date: June 17th, 2025

Application: C/U 2484 Dick Ennis, Inc.

Applicant: Dick Ennis, Inc.
22357 John J. Williams Highway
Lewes, DE 19958

Owner: Marshall & Geneva V. Harris
3709 N. Sydenham Street
Philadelphia, PA 19140

Site Location: The property is located on the southwest side of Layton Davis Road (S.C.R. 312-A), approximately 0.82-mile southeast of John J Williams Highway (Rt. 24).

Current Zoning: General Residential (GR) District

Proposed Use: Boat repair facility with outdoor boat and RV Storage, lawn care, landscaping and construction business consisting of 18,860 square feet of commercial buildings.

Comprehensive Land
Use Plan Reference: Coastal Area

Councilmanic
District: District 4 – Mr. Hudson

School District: Indian River School District

Fire District: Indian River Fire Company

Sewer: On-site Septic

Water: Private well

Site Area: 5.31-acre(s) +/-

Tax Map ID.: 234-34.00-53.00



JAMIE WHITEHOUSE, AICP MRTPI
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Sussex County

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Memorandum

To: Sussex County Planning and Zoning Commission Members
From: Ms. Lauren DeVore, AICP, Planner III
CC: Mr. Vince Robertson, Assistant County Attorney and Applicant
Date: March 17th, 2025
RE: Staff Analysis for C/U 2484 Dick Ennis, Inc.

The purpose of this Memo is to provide background and analysis for the Planning and Zoning Commission to consider as a part of Application for C/U 2484 Dick Ennis, Inc. to be reviewed at the April 16th, 2025, Planning and 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.

Please note that the following Staff Analysis is for informational purposes only and does not prejudice any decision that the Sussex County Planning & Zoning Commission or Sussex County Council may wish to make as part of any Application submitted to the Department.

Tax Parcel ID: 234-34.00-53.00

Proposal: The request is for a Conditional Use for Tax Parcel: 234-34.00-53.00 to allow for a boat repair facility with outdoor boat and RV storage, lawn care, landscaping and a construction business consisting of 18,860 square feet of commercial buildings to be located on a 5.31-acre parcel of land lying on the southwest side of Layton Davis Road (S.C.R. 312A), approximately 0.82-mile southeast of John J. Williams Highway (Route 24).

Zoning: The Parcel is zoned General Residential (GR) District. The Parcels to the north on the opposite side of Layton Davis Road (S.C.R. 312A) as well as the Parcels immediately to the east, west and south of the subject property are also zoned General Residential (GR) District. The majority of the Parcels located to the south on the south side of River Road are zoned Medium Density (MR) District.

Future Land Use Map Designation w/in Comprehensive Plan: Coastal Area

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 parcel has a designation of “Coastal Area” with all adjacent parcels also categorized under the Future Land Use Map designation of “Coastal Area.”

As outlined within the 2018 Sussex County Comprehensive Plan, “Coastal Areas” are growth areas that the County encourages only the appropriate forms of concentrated new development,



especially when environmental features are in play. The “Coastal Area” designation is intended to recognize the characteristics of both anticipated growth and ecologically important and sensitive characteristics. The Plan notes, “this region contains ecologically important and sensitive characteristics as well as other coastal lands which help to absorb floodwaters and provide extensive habitat for native flora and fauna. This area also has significant impact upon water quality within the adjacent bays and inlets as well as upon natural the region’s various habitats. And, these factors are themselves part of the reason that this Area is so desirable - making the protection of them important to both the environment and the economy” (2018 Sussex County Comprehensive Plan, 4-15).

Compliance with Comprehensive Plan

Table 4.5-2 “Zoning Districts Applicable to Future Land Use Categories” in the 2018 Sussex County Comprehensive Plan notes that the existing zoning of General Residential (GR) District is an applicable Zoning Districts within the “Coastal Area” Future Land Use Map Designation.

Further Site Considerations:

- **Density:** N/A
- **Open Space Provisions:** N/A
- **Agricultural Areas:** Staff note that aerial imagery indicates that the project site is within the vicinity of lands in active agricultural use.
- **Interconnectivity:** Staff appreciate efforts to provide interconnectivity in order to prevent one-way-in, one-way-out access only to the property in an event an emergency should occur on the Parcel. Please add an easement or other means of providing alternative access to the property.

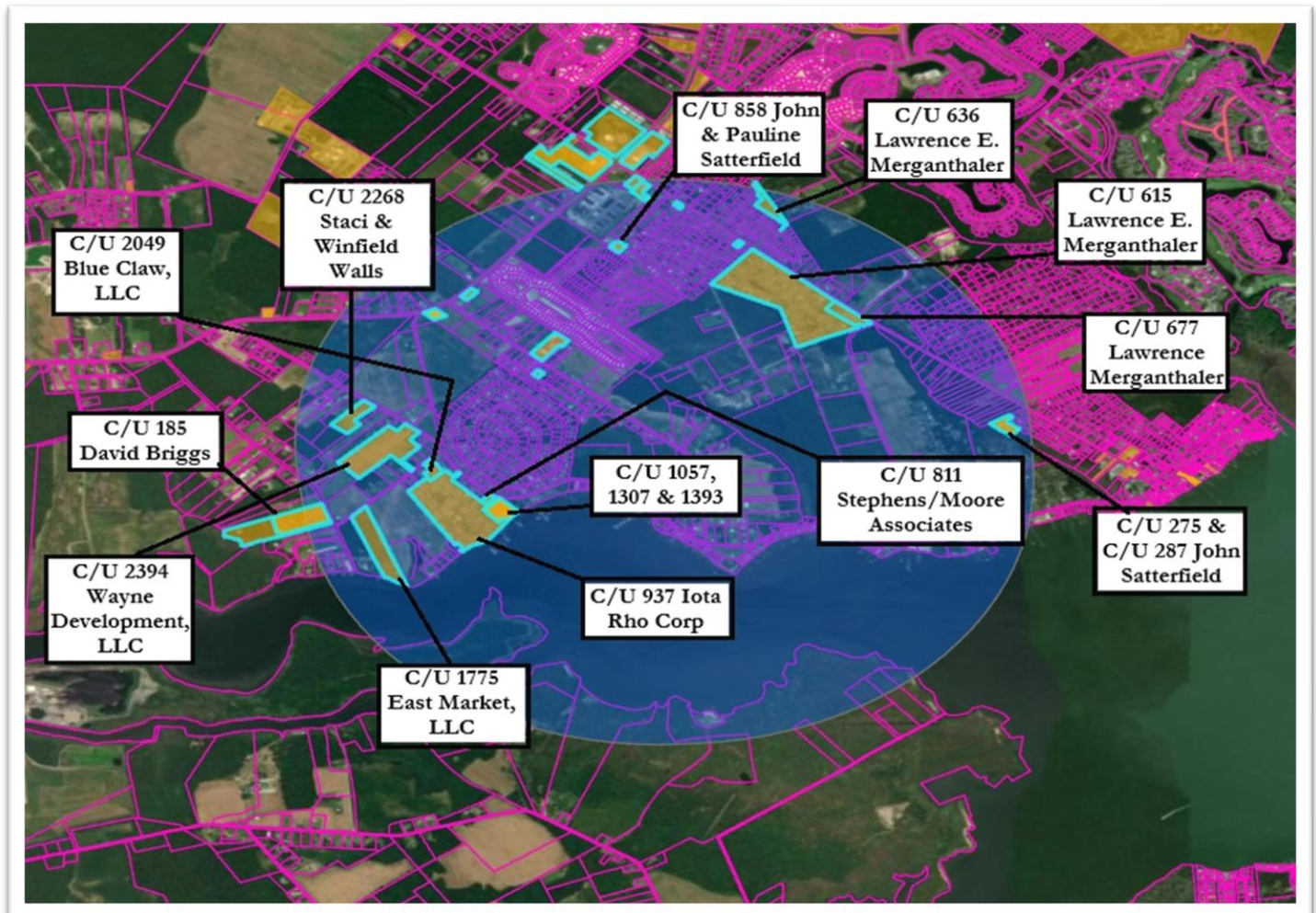
Staff note that §115-221 “Final Site Plan Requirements” notes that interconnectivity be provided where proposed development of “*business and office buildings, commercial buildings or industrial buildings*” is “*occurring or may occur in the future*” (§115-221(B)(16)).

- **Transportation Improvement District (TID):** The subject property is not located within any established Transportation Improvement Districts (TIDs).
- **Forested Areas:** Staff note that a 20-ft Landscape Buffer is proposed to be provided as part of the project. Though not Conditional Use for single-family or multi-family dwellings, Staff request that a 30-ft buffer be provided in accordance with the recent approval of Ordinance No. 3038 “Perimeter Buffers Around Residential Developments” as the property is both adjacent and in proximity to existing residential uses (§115-218(E)).
- **Wetlands Buffers/Waterways:** There do not appear to be wetlands on or in immediate proximity to the subject property according to the County’s Online Mapping System and available FirstMap datasets.

- **Other Site Considerations (ie: Flood Zones, Tax Ditches, Groundwater Recharge Potential, etc.):** The Parcels are located within Flood Zones “X” – Areas determined to be outside the 1% annual chance flood. Staff note there are no Wellhead Protection Areas on the project site. The Parcel is classified as within an area of “Poor” Groundwater Recharge Potential on the site per data from the State of Delaware. Staff note that there are no Tax Ditch Areas or related Tax Ditch Rights-Of-Way (ROW) on the subject property.
-

Based on the analysis provided, the Conditional Use to allow a boat repair facility with outdoor boat and RV storage, lawn care, landscaping and a construction business consisting of 18,860 square feet of commercial buildings at the site, could be considered as being consistent with the surrounding land use, zoning, and uses, subject to considerations of scale and impact.

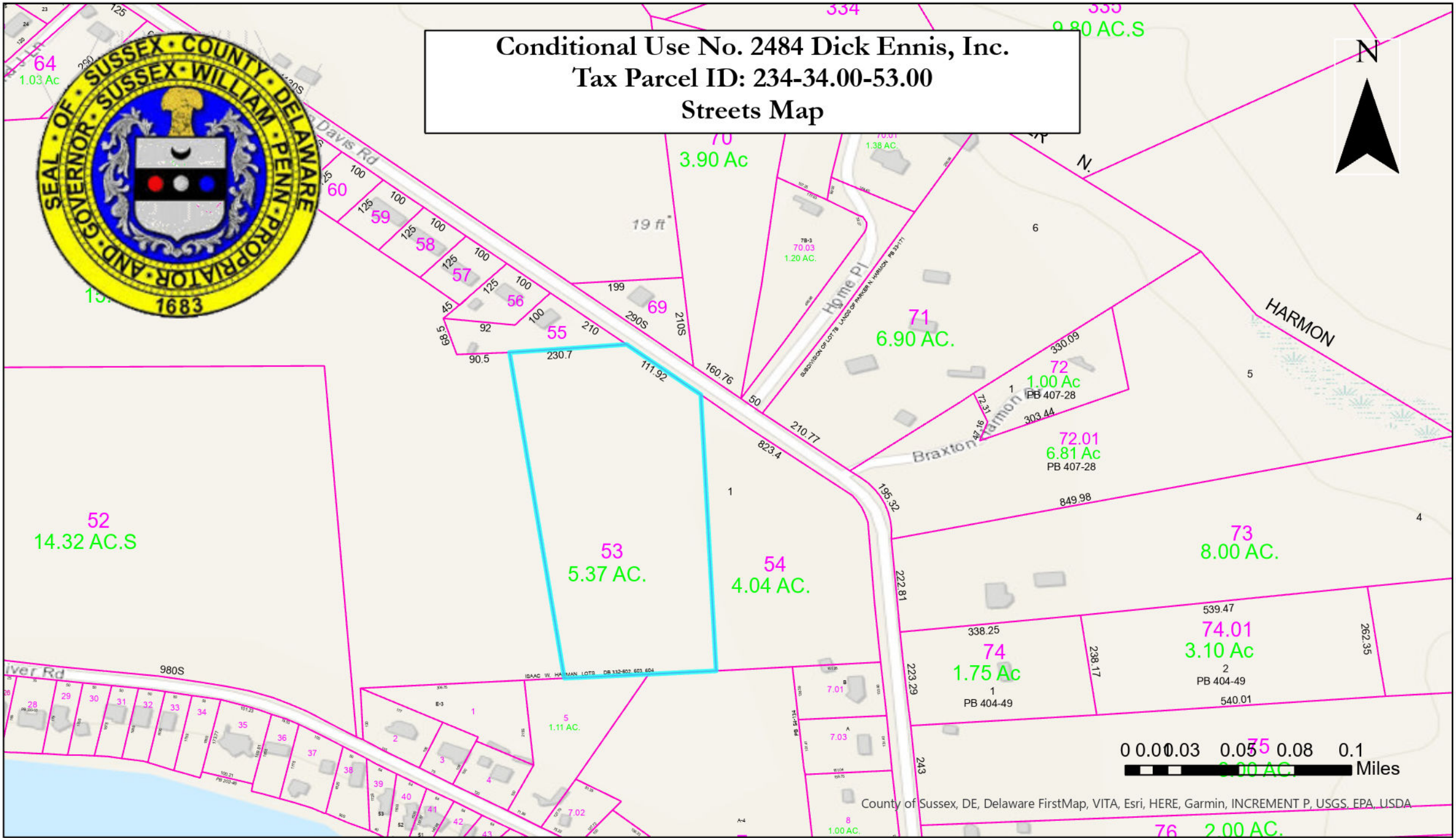
Existing Conditional Uses within the Vicinity of the Subject Site: Staff notes there have been thirty (30) Conditional Use Applications within a one (1) mile radius of the application site. A Data Table and Supplemental Map have been supplied to provide additional background regarding the approval status of Applications in the area to include the location of all other Conditional Use Applications since 2011 that are less than 1 mile distance from the subject site.

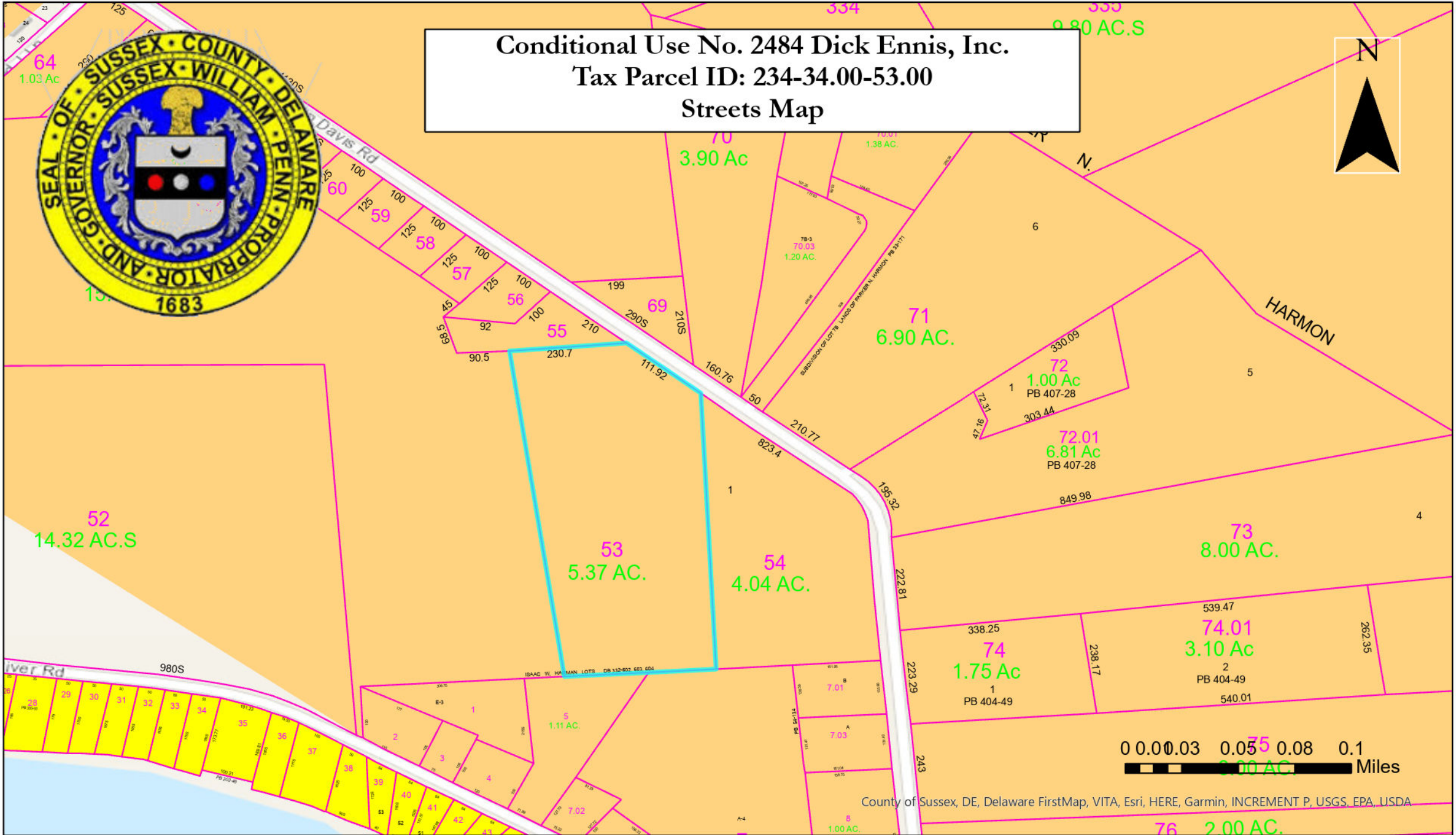


Conditional Use Applications (Within a 1-mile radius of the subject site)						
Conditional Use Number	APPLICANT	Zoning District	Proposed Use	CC Decision Date	CC Decision	Ordinance Number
185	David Briggs	AR-1	small machine repair & sales shop	N/A	Approved	N/A
2268	Staci C. and Winfield S. Walls Jr.	AR-1	Boat Shrink Wrapping Business	11/9/2021	Approved	2810
937	Iota Rho Corp	M	real estate office for 5 years	6/19/1990	Approved	692
2115	Nanticoke Indian Association, Inc.	AR-1	amend condition of approval	3/13/2018	Approved	2554
837	Tunnell Companies, L.P.	GR	manufactured home park	12/30/1985	Approved	335
1305	Short's Marine, Inc.	AR-1	boat storage	10/12/1999	Approved	1343
677	Lawrence Mergenthaler	GR	manufactured home park	N/A	Approved	N/A
1417	Boys & Girls Club of Delaware, Inc.	AR-1	recreation facility for children	10/16/2001	Approved	1494
1775	East Market, LLC	MR	Multi-Family	7/29/2008	Approved	1987
811	Stephens/Moore Associates	AR-1	tennis court	12/4/1984	Approved	N/A
1393	Gull Point Trust	MR	multi-family /amend CU 1307	4/24/2001	Approved	1447
1303	David R. Briggs	AR-1	mini-storage	8/31/1999	Approved	1341
615	Lawrence E. Mergenthaler	GR	Manufactured Home Park	N/A	Denied	N/A
858	John T. Satterfield & Pauline	AR-1	public water utility	9/30/1986	Approved	380
284	John Satterfield	GR	water system	N/A	Approved	N/A
1631	Design Consultants	CR-1	multi-family	3/21/2006	Approved	1834
83	Manufactured Homes INC	AR-1	manufactured home park	N/A	Denied	N/A
636	Lawrence E. Mergenthaler	GR	Manufactured Home Park	N/A	Withdrawn	N/A
2049	Blue Claw, LLC	AR-1	Boat Storage Facility	9/20/2016	Denied	N/A
2148	Sussex Farms, LLC c/o Samuel Connors	AR-1	Ministorage with caretaker residence and office	11/13/2018	Approved	2615
2045	Robert & Deborah Reed Remax	B-1	142 Townhouses (Riverview Plaza)	5/3/2016	Approved	2447
1018	Nanticoke Indian Assoc.	AR-1	Indian Meeting Center	10/13/1992	Approved	859
1057	Gull Point Trust	MR	Multi-Family	10/12/1993	Approved	929
1307	Gull Point Trust	MR	multi-family	10/19/1999	Approved	1347
275	John Satterfield	GR	Water System	N/A	Withdrawn	N/A
498	Marguerite & David Briggs	AR-1	Mobile Home Park	10/31/1978	Approved	N/A
2394	Wayne Development, LLC	AR-1	RV/Boat Storage	1/23/2024	Approved	2974
2418	Nanticoke Indian Association	AR-1	Amend Conditions of Approval for Conditional Use No. 1018	7/16/2024	Approved	3029
2418	Nanticoke Indian Association	AR-1	Community Center (Amendment to CU 1018)	7/16/2024	Approved	3029
2460	Jose M Hernandez Perez	GR	N/A	N/A	Pending	N/A



Conditional Use No. 2484 Dick Ennis, Inc.
Tax Parcel ID: 234-34.00-53.00
Streets Map





Conditional Use No. 2484 Dick Ennis, Inc.
Tax Parcel ID: 234-34.00-53.00
Streets Map

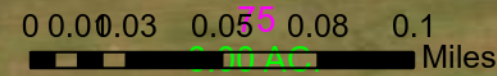


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0.00 AC. Miles

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



Conditional Use No. 2484 Dick Ennis, Inc.
Tax Parcel ID: 234-34.00-53.00
Aerial Map



Maxar, Microsoft

Introduced: 12/10/24

Council District 4: Mr. Hudson

Tax I.D. No.: 234-34.00-53.00

911 Address: N/A

ORDINANCE NO. _____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A GR GENERAL RESIDENTIAL DISTRICT FOR A BOAT REPAIR FACILITY WITH OUTDOOR BOAT AND RV STORAGE, A LANDSCAPE BUSINESS, AND A CONSTRUCTION BUSINESS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 5.371 ACRES, MORE OR LESS

WHEREAS, on the 26th day of September 2023, a Conditional Use application, denominated Conditional Use No. 2484 was filed on behalf of Dick Ennis, Inc.; 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. 2484 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 VI, Subsections 115-39, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2484 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 Indian River Hundred, Sussex County, Delaware, and lying on the southwest side of Layton Davis Road (S.C.R. 312-A), approximately 0.82-mile southeast of John J Williams Highway (Rt. 24) and being more particularly described in the attached legal description prepared by Moore & Rutt, PA., said parcel containing 5.371 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: June 11, 2025

RE: County Council Report for C/U 2503 filed on behalf of Hastings Community Energy Initiative, LLC

The Planning and Zoning Department received an application (C/U 2503 filed on behalf of Hastings Community Energy Initiative, LLC) for a Conditional Use for a solar energy facility, to be located in an AR-1 Agricultural Residential Zoning District at Tax Parcel 132-1.00-11.00. The property is located on the east side of Normandy Lane, a private lane accessed off of E. Seventh Street. The parcel size is 5.371 ac. +/-

The Planning & Zoning Commission held a Public Hearing on the application on April 16, 2025. At the meeting of May 21, 2025, the Planning & Zoning Commission recommended approval of the application for the 8 reasons and 10 recommended conditions of approval as outlined within the motion (copied below).

Below are the minutes from the Planning & Zoning Commission meeting on April 16, 2025, and May 21, 2025.

Minutes of the April 16, 2025, Planning & Zoning Commission Meeting

C/U 2503 Hastings Community Energy Initiative, LLC

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A SOLAR ENERGY FACILITY TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BROAD CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 33.69 ACRES, MORE OR LESS.

The property is lying on the east side of Normandy Lane, a private lane accessed off E. Seventh Street.
911 Address: N/A. Tax Map Parcel: Tax I.D. No.: 132-1.00-11.00.



Mr. Whitehouse advised the Commission that submitted into the record are the Applicant's conceptual site plan, the Applicants exhibit booklet and exhibits, the Applicant's presentation, the Staff Analysis report, the DelDOT service level evaluation response letter, a letter received from the Sussex County Engineering Department Utility Planning division, and four comments which are included in your paperless packet.

The Commission found that Mr. David Hutt, Esq. was present on behalf of the Applicant, Hasting Community Energy Initiative, LLC.; that also in attendance are Todd Fryult, C.E.O. and founder of EC Solar which is the affiliate of the Applicant, Michael Redding, Director of Civil Engineering, John Falkowski, P.E. with Becker Morgan, and Whitney Pogwist who is a representative of the family ownership group of this property.

Mr. Hutt stated that this application deals with renewable energy, which is a primary focus of national, local, and state governments; that in 2021 Governor Carney signed a law requiring Delaware's renewable standards to increase to 40% by 2035, which basically means that's the percentage of Delaware's energy that must come from renewable energy sources such as solar energy; that as part of the laws that were enacted in 2021 as part of that renewable portfolio standard, a process was established in Delaware for what is designated in that statute as Community owned energy facilities; that this Planning Commission is familiar with these application as there have been many of them over the past year or two; that in addition to the governmental mandates, businesses are making similar pledges and promises; that many Fortune 500 companies have promised to their shareholders and consumers that they're going to decrease their environmental footprint by becoming carbon free energy users by year 2035; that in order for governments, businesses and even individuals to accomplish these goals to convert renewable energy sources like sunlight into energy, applications like this are necessary; that this afternoon's application is for a 3.75 MW facility on approximately 15 1/2 acres of a property that's a little more than 33 acres just south of the town of Blades; and that this application is a Community Energy facility of the kind of the nature I just described from Title 26, Chapter 10 of the Delaware Code.

Mr. Hutt introduced Mr. John Falkowski to provide an overview of the project.

Mr. Falkowski stated that Normandy Lane will not be used for either construction or permanent maintenance access and nothing will be disturbed on that road; that all access will be taken off the highway, through the existing entrance; that it is a paved access that eventually quits and will be extending that road into the site for both construction and permanent access with a 16 foot wide gravel road; that the road will continue down the 40 foot easement to where the property starts; that the property is mostly wooded; that the fenced array area will be fenced and planted with a pollinator Meadow mix to help reduce stormwater runoff; that it will be a typical agricultural fence with four inch openings and it would have the mesh screening, although in this property we would propose that that mesh screening be on the north side and the west side, where it is in close proximity to the neighbors; that the Applicant requests that the south side not receive that mesh screening as it's directly adjacent to wooded property in Morgan's branch; that the woods would be cleared with the area of the array and an area outside the array which will be left stumped and with vegetation to grow back; that there will be a vegetated buffer along the north side approximately 60 foot in width on that north side; that there is 150-foot buffer that is between the subject property and the adjacent neighborhood, so that will remain in place as well, although we do not control it as it is a connective easement; that the Applicant is working with Sussex Conservation District on the proposed stormwater management; that there is no increase in traffic with these types of facilities, typically one

to two vehicles a month just to maintain the property; that it is a renewable energy source that does not produce odors, dust, gas, smoke or fumes; that any inverters will be centrally located and very low to no noise coming from those that equipment; that runoff reduction that will be required of the project, whether that's through a pond and a combination of the Meadow grass will be provided; that at the gated access to the facility, there will be a Knox box provided with a turnaround for the fire department for those emergency provisions to the facility; that there will be decommissioning plan provided for the project; that about 3 weeks ago we had a community meeting with residents from the community and we answered questions for them; and that because there will be clearing of 15 plus acres of woods, ECA and the Applicant is committed to providing a conservation easement on another parcel within the Nanticoke watershed.

Ms. Whitney Hastings Pogwist stated that she is one of the property owners; that the property has been in her family for a long time; that her grandfather planted the trees before 1964; that the considered storage or townhomes; that she was interested in the concept of solar as the property will stay in their ownership and eventually their children would inherit it; and that there are 30 acres but only 15-17 acres will be disturbed; that the solar farm will be contributing to sustainable use in the Community and offering the town of Blades the opportunity for energy credits for their bills; that because of the proposed buffer, the solar farm will not be visible from Little Meadows; and that this is the least invasive way to develop the property.

Mr. Hutt stated that these Community energy solar facilities are a of a public or semi-public character that are desirable for the general convenience and welfare of Sussex County and meets the conditional use standard set forth in section 115-171; that this is consistent with goals 7.3 of the county's comprehensive plan, which encourages the use of renewable energy options like solar arrays and facilities; that because this proposal that is a bit unique proposed findings of fact and conditions are being submitted by the Applicant; that there are the two conditions that are unique to this application; that proposed condition C is that mesh covered screening be on the northern side and the western side which is the closest sides of the solar facility to the residential uses and not on the other sides where there's a larger expanse of woods next to the solar facility; that the Applicant will create a landscape buffer along those areas; that the second condition that I wanted to focus on is condition I and condition I is regarding a conservation easement and the details are there, but the conservation easement that the Applicant would be required to be placed under this proposed condition is an easement for at least 25 year, the projected lifespan of this facility; that this easement be placed on a minimum of 30 acres within the Nanticoke River watershed; that the goal is to have a positive impact on the environment; that condition I states that the final site plan shall identify the property subjected to the conservation easement.

Mr. Michael Redding stated that a few universities have completed studies to try to quantify the carbon release into the atmosphere; that when you compare to shutting down a coal plant, it is roughly for every one acre of solar would be equivalent to planting 10,000 trees and shutting down a natural gas plant it would be equivalent to planting 1,000 trees; that there are no issues with nuclear as far as greenhouse gases; and that the inverters are centrally located to maximize the efficiency of the electricity; and that it is approximately 200 feet away from the nearest dwelling; that studies show that inverters beyond 50 feet are similar to a whisper; and that they sound like a commercial air conditioner.

The Commission found that Mr. Bill Andrew spoke in support of the Application.

Mr. Andrew stated that he is the retired CEO of Delaware Electric Cooperative, where we built several of these type of facilities to serve the COOP members; that he is concerned that people feel that solar energy cost and renewable energy cost so much more, and that is causing electric bills to go up; that is false; that problem that we have is that we live on Peninsula and do not have any local generation support the load we have here; that we import it all in on transmission system from other power plants out of state or in the northern part of New Castle County; that Community Solar offers a 10% reduction in the cost of the energy for those subscribers, but that's not the only benefit that we receive here with respect to the local generation and is going to stay on Delmarva Power customers; that another benefit that we have is you reduce the loads that we have on our system and it gives us the advantage of being able to add additional loads and some growth in the area, but in the same time we reduce the losses associated with that and it precludes the any premature upgrades of these lines because it reduces the transmission; that it also has a positive benefit for congestion when the lines load up; that as a summer peaking area, the solar energy works the best during the summer time because the sun's out longer; and that this is a benefit for the entire community.

The Commission found that Mr. Keith Redmond spoke in support of the Application.

Mr. Redmond stated that he represents the Little Meadow community adjacent to the subject property; that the Community is in favor of this project; and that they are away of the closing of the coal plan and are to get benefit from this project to lower electric bills.

The Commission found that no one appeared in opposition to the application.

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 2503 Hastings Community Energy Initiative, LLC. Motion by Mr. Collins to defer action for further consideration, seconded by Ms. Wingate and carried unanimously. Motion carried 4-0.

Minutes of the May 21, 2025, Planning & Zoning Commission Meeting

The Commission discussed this application which has been deferred since April 16, 2025.

Mr. Butler requested that Mr. Roberston read the motion on his behalf.

Mr. Butler moved the Commission to recommend the approval of C/U #2503 HASTINGS COMMUNITY ENERGY INITIATIVE, LLC, for a solar energy facility in the AR-1 District based on the record made during the public hearing and for the following reasons:

1. The proposed facility is a public utility use under the Sussex County Zoning Code, and it meets the purposes of a Conditional Use because it has a public or semi-public character that is essential and desirable for the general convenience and welfare of Sussex County residents.
2. The solar array will be located on approximately 15.46 acres of a larger 33.69-acre tract.

3. The proposed facility promotes Goal 7.3 of the Sussex County Comprehensive Plan which encourages the use of renewable energy options such as solar arrays. There was testimony that this solar array will benefit residential, business, and municipal subscribers with lower power costs.
4. The proposed solar array is located on a parcel of land that is surrounded on two sides by land used for agricultural purposes, including poultry houses. Although there are residential properties to the north of this site, the arrays are at least 200 feet from the closest dwelling and the nearby properties will also be protected by the conditions set forth in the Code and in this recommendation. None of the residents along the northern boundary of the site objected to the proposed use.
5. The land is designated as being within the “Developing Area” according to Sussex County’s Future Land Use Map. The Developing Area is considered a “Growth Area” and this is an appropriate location for a solar array with a minimal need for infrastructure or other governmental-related services.
6. This Application generally complies with Ordinance No. 2920 regarding solar arrays.
7. The proposed solar generation facility will not result in any noticeable increase in traffic on area roadways, and DelDOT has stated that the traffic impact will be “Diminutive”. There are no regular employees at the site, only periodic visits for inspections, maintenance, or repair of the solar panels.
8. The proposed use provides a renewable energy source that is a benefit to the residents and businesses of Sussex County.
9. This recommendation is subject to the conditions set forth in Ordinance No. 2920 and the following additional conditions:
 - A. The use shall be for a ground-mounted solar array. No other types of electric generation shall be permitted at the site.
 - B. The Final Site Plan shall clearly show the limits of the Conditional Use area for this solar array as well as the remaining acreage that is not part of this Conditional Use.
 - C. The entire area of the solar array shall be surrounded by an 8-foot-tall fence to comply with the height requirement of the National Electric Code. The fencing shall include interwoven screening. The fence location and type of screening shall be shown on the Final Site Plan. There shall be a landscaped buffer that is at least 50 feet wide along the common boundary with the residential properties along the northern boundary of the site. The landscaped buffer shall be achieved by keeping the existing wooded area and not disturbing these areas. Wherever trees exist within the buffer areas, they shall be preserved, and these non-disturbed forested areas shall be shown on the Final Site Plan. The Final Site Plan shall also include a landscape plan confirming these planting requirements.
 - D. Any lighting on the facility shall only consist of perimeter lighting needed for security purposes. Any lighting shall be downward screened so that it does not shine on neighboring properties or roadways.
 - E. One unlit sign, not to exceed 32 square feet in size, shall be permitted. The sign shall identify the operator of the solar array and shall provide contact information in case of emergency.
 - F. All transformers or similar equipment or structures shall be centrally located within the solar array, and they shall be shown on the Final Site Plan. In addition, a sound barrier shall be installed along the northern side of this equipment to reduce the noise that may travel to nearby neighboring properties.

- G. Stormwater management and erosion and sedimentation control facilities shall be constructed in accordance with all applicable State and County requirements. These facilities shall be operated using Best Management Practices.
- H. The Final Site Plan shall include a Decommissioning Plan that includes a financial security to ensure that funds are available for decommissioning and removal of the solar farm in its entirety throughout the life of the Conditional Use.
- I. As proffered by the Applicant, a recorded conservation easement for at least twenty-five years shall be placed on a minimum of 30-acres within the Nanticoke River Watershed. This easement area shall consist of existing wooded acreage or, if the easement acreage is not wooded, the property shall be re-forested by the Applicant with a mixture of native species. The Final Site Plan shall identify and show the property subjected to the conservation easement and the details and terms of the easement.
- J. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning & Zoning Commission.

Motion by Mr. Butler, seconded by Mr. Collins and carried unanimously to recommend APPROVAL of C/U 2503 Hastings Community Energy Initiative, LLC, for the reasons and the conditions stated in the motion. Motion carried 5-0.

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

PLANNING & ZONING COMMISSION

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



Sussex County

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JAMIE WHITEHOUSE, MRTPI, AICP
DIRECTOR OF PLANNING & ZONING

PLANNING AND ZONING AND COUNTY COUNCIL INFORMATION SHEET

Planning Commission Public Hearing Date: April 16, 2025

Application: CU 2503 Hastings Community Energy Initiative, LLC

Applicant: Hastings Community Energy Initiative, LLC
c/o Michael Redding, P.E.
203 Crescent Street, Suite 106
Waltham, MA 02453

Owner: Thomas E. Pettyjohn & Debora A. Siebert Co-Trustees
26126 Sussex Highway
Seaford, DE 19973

Site Location: Located on the east side of Normandy Lane, a private lane accessed off
of E. Seventh Street

Current Zoning: Agricultural Residential (AR-1) Zoning District

Proposed Use: Solar Facility

Comprehensive Land
Use Plan Reference: Developing Area

Councilmanic
District: District 1 - Mr. Lloyd

School District: Seaford School District

Fire District: Blades Volunteer Fire Company

Sewer: N/A

Water: N/A

Site Area: 33.69-acre(s) +/-

Tax Map ID.: 132-1.00-11.00



JAMIE WHITEHOUSE, AICP MRTPI
PLANNING & ZONING DIRECTOR
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Sussex County

DELAWARE
sussexcountype.gov

Memorandum

To: Sussex County Planning Commission Members
From: Mrs. Susan Isaacs, Planner I
CC: Mr. Vince Robertson, Assistant County Attorney and Applicant
Date: April 7, 2025
RE: Staff Analysis for C/U 2503 Hastings Community Energy Initiative, LLC

This memo is to provide background and analysis for the Planning Commission to consider as a part of Application C/U 2503 Hastings Community Energy Initiative, LLC to be reviewed during the April 16, 2025, Planning Commission Meeting. This analysis should be included in the record of this application and is subject to comments and information that may be presented during the public hearing.

Please note that the following staff analysis is for informational purposes only and does not prejudice any decision that the Sussex County Planning & Zoning Commission or Sussex County Council may wish to make as part of any Application submitted to the Department.

Tax Parcel ID: 132-1.00-11.00

Proposal: The request is for a Conditional Use for Tax Parcel 132-1.00-11.00 to allow for solar energy facility on a parcel lying on the east side of Normandy Lane, a private lane accessed off of E. Seventh Street in Seaford. The portion of the Parcel subject of this application is 17.15 +/- acres of the Parcel comprised of a total of 35.84 acres +/-.

Zoning: The Parcel is zoned Agricultural Residential (AR-1) District. The parcels immediately adjacent to the south subject property are all Agricultural Residential (AR-1) District and parcels to the east along the Route 13 corridor zoned General Commercial (C-1) District. Adjacent Parcels to the north of the subject Parcel are within the municipal boundary of the Town of Blades.

Future Land Use Map Designation w/in Comprehensive Plan: Low Density Area

Applicability to Comprehensive Plan: 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 is designated as a Rural Area and has land use designations of "Developing Area" and "Low Density Area." The properties to the north and west of the subject Parcel are categorized as "Municipalities" (Town of Blades), with the parcels to the east categorized "Commercial Area" along the Route 13 corridor, and parcels to the south within the "Low Density" category.

As outlined in the 2018 Sussex County Comprehensive Plan, Developing Areas are areas which are "newer, emerging growth areas that demonstrate the characteristics of developmental pressures.



Most of the proposed Developing Areas are adjacent to municipalities, within or adjacent to potential future annexation areas of a municipality, or adjacent to Town Centers” (Sussex County Comprehensive Plan, 4-18). Additionally, the Comprehensive Plan notes that in Developing Areas “selected areas and at appropriate intersections, commercial uses should be allowed,” also noting that “a variety of office uses would be appropriate in many areas” and “portions of the Developing Areas with good road access and few nearby homes should allow for business and industrial parks (Sussex County Comprehensive Plan, 4-14).

In terms of Low Density Areas, the Plan notes that “Sussex County hopes to retain the rural environment and set aside significant open space” and where the County “supports State and local land use policies that will preserve the value of farmland” (Sussex County Comprehensive Plan, 4-18). Additionally, the Comprehensive Plan notes landscaped buffer requirements as a policy to be emphasized in Low Density areas when new development occur, and Staff note that the Site Plan includes buffers for the solar improvements (Sussex County Comprehensive Plan, 4-18).

Further Site Considerations:

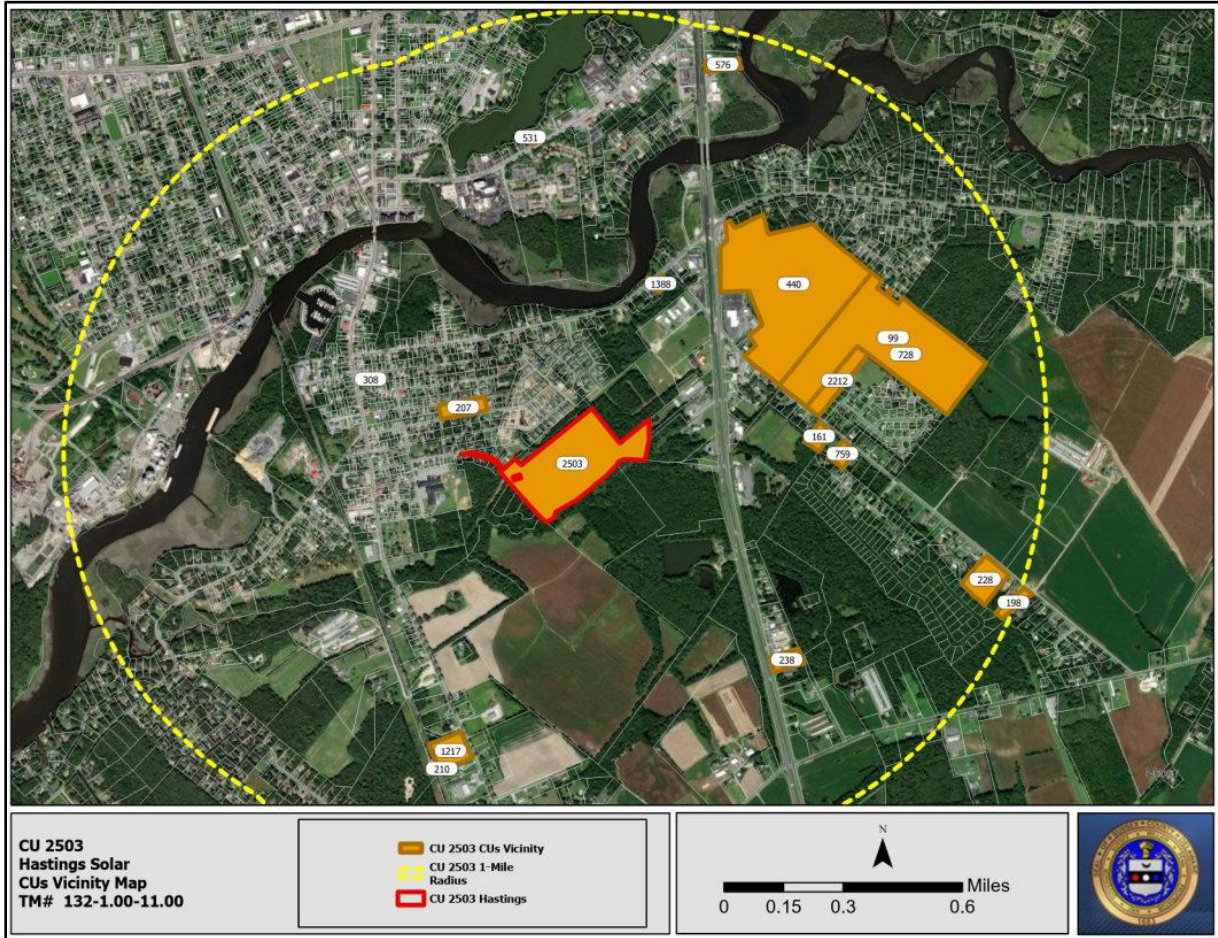
- **Density: N/A**
- **Open Space Provisions: N/A**
- **Agricultural Areas:** The site is within the vicinity of active agricultural lands.
- **Interconnectivity: N/A**
- **Transportation Improvement District (TID):** The parcels are not within the Henlopen Transportation Improvement District.
- **Forested Areas:** The site is located within the vicinity of forested areas.
- **Wetlands Buffers/Waterways: N/A**
- **Other Site Considerations (ie: Flood Zones, Tax Ditch, Groundwater Recharge Potential, etc.):** The property is located within Flood Zones “X”, within an area of “Good” Groundwater Recharge Potential, and Staff note there are no Wellhead Protection Areas on the site.

Based on the analysis of the land use, surrounding zoning and uses, a Conditional Use Application to allow for a solar energy facility, 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 CU Number	Application Name	Zoning District	Proposed Use	CC Decision	CC Decision Date	Ordinance Number
99	Mobile Gardens Trailer Park	AR-1	Manufactured Home Park	Approved	1/23/1973	N/A
161	Clayton Hamilton	GR	Travel Trailer Repair Shop	Approved	9/25/1973	N/A
198	Jack Meloney	GR	Beauty Shop	Approved	3/26/1974	N/A
207	Blades Volunteer Fire Co	UR	Fire House	Approved	5/21/1974	N/A
210	US Plywood Division	AR-1	Warehouse & Wholesale of Wood Products	Approved	5/21/1974	N/A
228	Lester C Newton Trucking Co	GR	Addition To Truck Freight Company Office & Service Facilities	Approved	8/27/1974	N/A
238	Betty Walmsley	AR-1	Ceramic Shop	Approved	10/15/1974	N/A
308	Elwood Waldridge	UR	Convert Fire House into Auto Body Shop & 2 Apartments	Approved	12/9/1975	N/A
440	Colonial Development	AR-1	Manufactured Home Park	Withdrawn	Withdrawn	N/A
531	Dr. Roberto Villasenor	AR-1	Medical Office Building	Approved	6/12/1979	N/A
576	Cargill, Inc.	C-1	Poultry Health Laboratory	Approved	N/A	N/A

728	Mobile Gardens Trailer Park	AR-1	Amend CU 99 For Mobile Home Park	Withdrawn	Withdrawn	N/A
759	Clayton Hammond	GR	Wrecker Service & Storage of Vehicles	Approved	11/1/1983	N/A
1217	Trinity Land Company	AR-1	Warehousing, Light Manufacturing, Welding, Prefab & Metal Duct	Approved	1/6/1998	1202
1388	Advanced Motorsports Inc.	AR-1	Retail & Wholesale Racing Parts	Approved	3/27/2001	1439
2212	Brickyard Apartments, LLC	GR	Multi-Family (48 Units)	Denied	12/5/2023	N/A

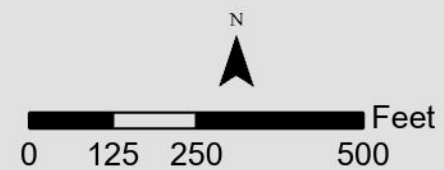


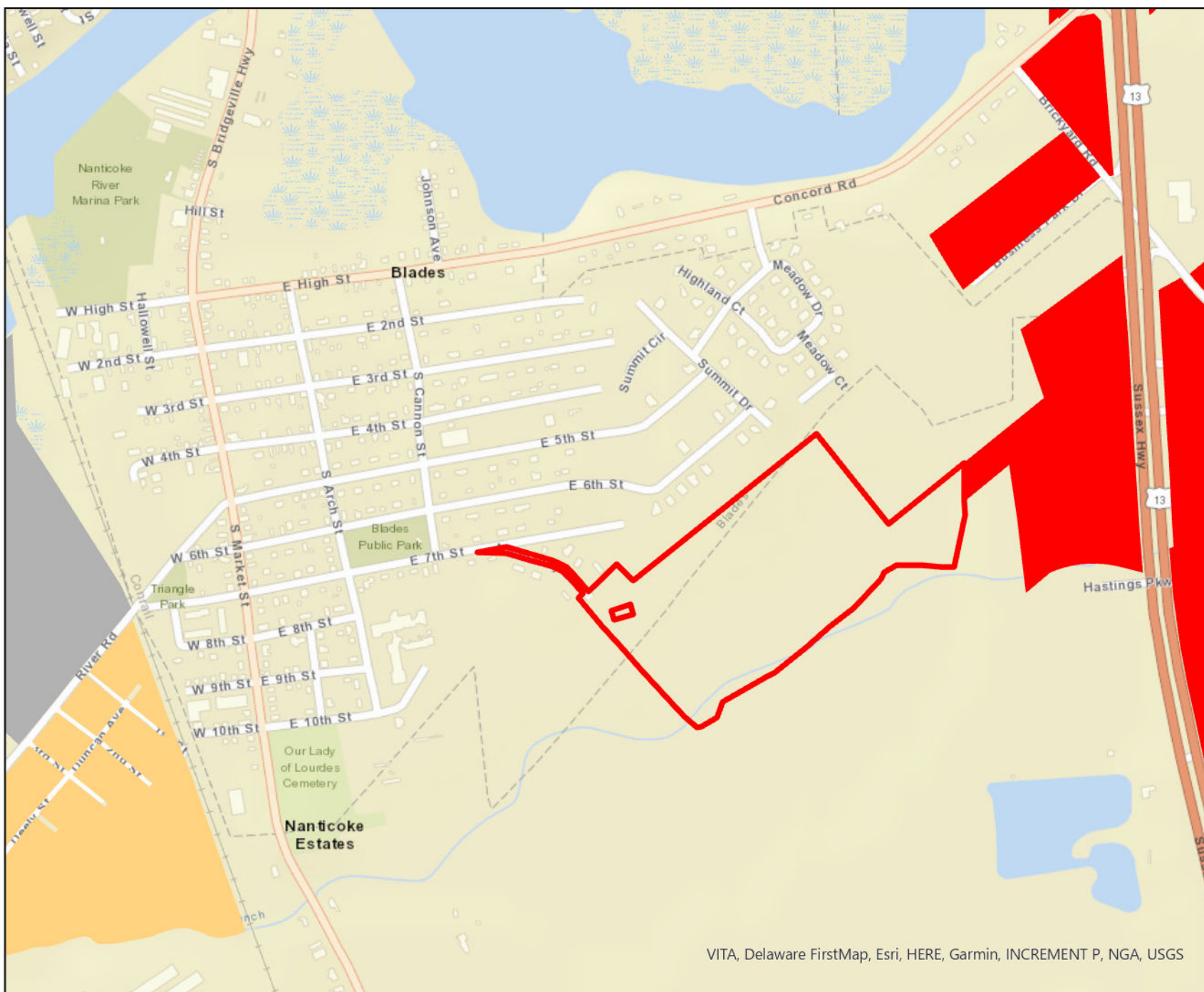


VITA, Delaware FirstMap, Esri, HERE, Garmin, INCREMENT P, NGA, USGS

**CU 2503 Hastings Community Energy
Street Map
TM# 132-1.00-11.00**

 CU 2503 - Hastings





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
-  Neighborhood Business - B-1
-  Business Research - B-3
-  General Commercial - C-1
-  Commercial Residential - CR-1
-  Institutional - I-1
-  Marine - M
-  Limited Industrial - LI-1
-  Light Industrial - LI-2
-  Heavy Industrial - HI-1
-  Medium Commercial District-C-2
-  Heavy Commercial District-C-3
-  Planned Commercial District-C-4
-  Service/Limited Manufacturing District-C-5
-  Business Community District-B-2
-  Vacation-Retirement-Residential Park District - VRP

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**CU 5203 Hastings Community
Zoning Map
TM# 132-1.00-11.00**

 CU 5203 - Hastings



0 500 1,000 2,000 Feet

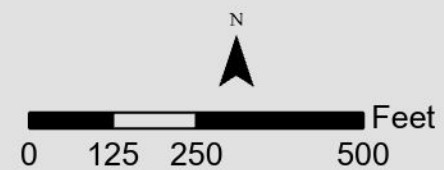




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**CU 2503 Hastings Community Energy
Street Map
TM# 132-1.00-11.00**

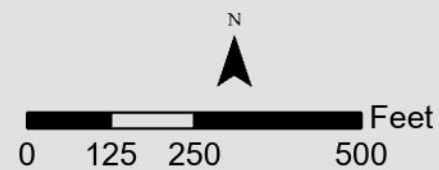
 CU 2503 - Hastings





**CU 2503 Hastings Community Energy
Aerial Map
TM# 132-1.00-11.00**

 CU 2503 - Hastings



Introduced: 3/25/25

Council District 1: Mr. Lloyd

Tax I.D. No.: 132-1.00-11.00

911 Address: N/A

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A SOLAR ENERGY FACILITY TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BROAD CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 33.69 ACRES, MORE OR LESS

WHEREAS, on the 21st day of December 2023, a Conditional Use application, denominated Conditional Use No. 2503 was filed on behalf of Hastings Community Energy Initiative, LLC; 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. 2503 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. 2503 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 the east side of Normandy Lane, a private lane accessed off of E. Seventh Street, and being more particularly described in the attached legal description prepared by Tunnell & Raysor said parcel containing 33.69 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: June 11, 2025

RE: County Council Report for C/U 2583 filed on behalf of Tharros Village (C/O Code Purple at The Cape)

The Planning and Zoning Department received an application (C/U 2583 filed on behalf of Tharros Village (C/O Code Purple at The Cape) for a Conditional Use for a campground for the unhoused, to be located in a C-1 General Commercial Zoning District at Tax Parcel 334-6.00-526.01. The property is located at 17996 Coastal Highway, Lewes. The parcel size is 7.16 ac. +/-

The Planning & Zoning Commission held a Public Hearing on the application on April 16, 2025. At the meeting of May 7, 2025, the Planning & Zoning Commission recommended approval of the application for the 9 reasons and 15 recommended conditions of approval as outlined within the motion (copied below).

Below are the minutes from the Planning & Zoning Commission meetings on April 16, 2025, and May 7, 2025.

Minutes of the April 16, 2025, Planning & Zoning Commission Meeting

C/U 2583 Tharros Village (C/O Code Purple at The Cape)

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A C-1 GENERAL COMMERCIAL DISTRICT FOR A CAMPGROUND FOR THE UNHOUSED TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES & REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 7.16 ACRES, MORE OR LESS. The property is lying the south side of Coastal Highway (Rt. 1), approximately 0.2-mile northwest of the intersection of Coastal Highway (Rt. 1) and Dartmouth Drive (Rt. 9). 911 Address: 17996 Coastal Highway, Lewes. Tax Map Parcel: 334-6.00-526.01.



Mr. Whitehouse advised the Commission that submitted into the record were the Applicants conceptual site plan, the Applicants revised site plan, the DelDOT Service Level Evaluation Response letter, a letter received from the Sussex County Engineering Department Utility Planning Division, the Staff analysis report, the Applicant's exhibit booklets and the Applicant's PowerPoint presentation, and 23 comments which are included in the paperless packet.

Mr. Robertson stated that initially Staff had a concern that the submitted site plan that was not feasible because as we know this was the former state police barracks area; that is currently being used by DelDOT as a material storage and equipment storage facility with a fence around the asphalt portions of the property; that the site plan that was submitted included access that would have required the access to go through that permanent fenced area and locked gate; that the County reached out to the state of Delaware and specifically the Office of Management and Budget (OMB), which has control over state owned properties; that yesterday they sent a letter to the County saying that they don't approve the site plan that was submitted by the Applicant; that the State provided an alternate plan that could have been used for this site plan: that there's a concern that it was different and was not part of the record or was not the Applicant's plan; that there were also some issues with that site plan in terms of accessibility, the points of ingress and egress or actual roads; that today the OMB and DelDOT have agreed and have taken another look at it and agreed to the original site plan that was submitted by the Applicant; that they will reduce the footprint of their fenced area to just around the immediate location of the storage facility and they do not have any objection to the site plan that was previously submitted; that the letter from the OMB with their alternate site plan should be made part of the docket as it needs to be part of the record; and that Mr. Mandalas, the Applicants attorney, submitted a letter dated today signed by Brian Maxwell, who's the director of the OMB.

The Commission found that Mr. Glenn Mandalas was present on behalf of the Applicant, that also present is Mr. Michael Agnew, President of Tharros Village.

Mr. Mandalas thanked Director Whitehouse and the Planning and Zoning Staff for the extra hours worked to help facilitate this application; that Tharros Village is a low-cost, self-governed village for the unsheltered in Lewes; that it is designed to offer a safe, structured environment for individuals transitioning out of homelessness; that it provides critical public health benefits by partnering with organizations including Beebe Healthcare and First Aid Community Action Agency; that Tharros Village operated at the same location during the 2024 season, and that was without incident or injury; that today the Applicant wishes to continue the operations for the 2025 season, but this time under all the proper permitting and proper approvals; that the issues are with property ownership and emergency access; that in the record is a letter from Director Maxwell, OMB indicating that the State is prepared to move forward with the site plan submitted by the Applicant and not the alternative site plan that OMB had submitted; that the Applicant has received a letter from Transportation Secretary Shante Hastings, stating that DelDOT is willing to relocate portions of the fence to facilitate access to the site; that the last issue is that the code does require that Tharros village be 400 feet from any existing dwelling on adjacent properties; that it is only about 275 feet from the Savannah West neighborhood and the conditions at the site will not accommodate that as there is a ridge that kind of drops off in the back; that the Applicant cannot move the site further away to meet that 400 foot distance requirement; that the Applicant is committed to resolving that issue whether it be through a Board of Adjustment application or some other mechanism; and that the application does have broad support with 23 comments submitted in support of and none in opposition.

The Commission found that Mr. Michael Agnew spoke about his application.

Mr. Agnew stated that Tharros is rooted in the values, dignity, stability, and community building; that it is not only responsive to local needs but is a responsible use of existing resources and partnerships; that the property is 7.2 acres with roughly two acres of wetlands and it's divided in half, east and west; that the west side is completely covered in trees; that the east side has about three acres that are not covered by canopy around roughly one of those three acres is the frontage on the front of the property; that DelDOT uses approximately one-half acre; that Tharros Village will utilize the other half-acre; that there are 28 tents arranged in rows of seven, like a military camp; that there is a proposed fence to define the perimeter and for safety; that this use will complement the DelDOT use as Tharros Village will be closed in the winter when DelDOT will be using it for salt storage and distribution; that there is an increase in homelessness in Sussex County; that just last winter there was more than a 50% increase in the number at St. Jude the Apostle for men and Lutheran Church of our Savior for women; that moving back into being housed requires some steps; that Bernice Edwards, Executive Director of First State Community Action provides case management for all guests which is a requirement at Tharros Village; that there have been Federal budget cuts which affects homeless programs; that there is a housing shortage in Sussex County; that most of the people in rental units are at extreme low income spending more than 50% of their income on housing; that many of the homeless population is working and usually in minimum wage jobs during the tourist season; that Tharros Village is a fair weather shelter and would close on November 30th; that Code Purple is the indoor shelter that would open on December 1st so Tharros Village guests would be indoors in the winter; that Code Purple would close on March 15th and Tharros Village would open again; that storage became a problem, that Casella provided new trash cans which are stored in a garage and guests have access three days a week; that the guests can keep personal papers and items in storage; that there are now 300 volunteers who help with this program; that this property is over seven acres so there is a large buffer; that it is State owned with a lease for \$1.00 and a Memorandum of Understanding to continue; that the property allows for some limited growth and flexibility; that the natural buffers ensure minimal impact on neighboring communities while maintaining privacy for residents; that it is close to necessary services and employment opportunities; that all the restaurants, shops and accommodation along coastal highway require low income workers, those workers need to commute long distances from other parts of the state if they could afford to live in those parts, then they need a car, insurance and gas to make that commute; this site is suitable for temporary and semi-permanent structures; that we have partnerships with First Aid Community Action, Beebe Healthcare, Casella Waste Systems who has provided trash services at Tharros Village and half the cost of the Porta Potties; that Sussex County is paying for remainder of the cost of the Porta Potties; that Troop & and Commander, Mary Maguire have been a big part of the program and gives training to all the volunteers; that United Church brings portable showers to the site and the water is brought from St. Jude Church which allows for 20 showers and it is at the site a few times a week; that Beebe has a mobile unit which comes to the site with nurse practitioners and a doctor on board to address wellness and mental health; that there are only 29 guests who are vetted and helped with getting employed and back on their feet; and that there are surveillance cameras in cooperation with Delaware State Police; that there will be screening from the road; that the city of Lewes provided a grant to pay for the fence; that more than 30 groups provide meals for the guests; and that Tharros is the Greek word for courage.

Mr. Mandalas stated that people have been here for a long time this evening; that they recognize the need for the services and are more interested in why this location on coastal highway; that it is a sanitary

facility; that it is well managed and organized; that it is safe and in the right location for the services that we're trying to provide.

The Commission found that there are 39 people present who are in support of the application.

The Commission found that Mr. Jean Trainor spoke in support of the application.

Mr. Trainor stated that he is a volunteer with Code Purple; that the mature trees do provide a buffer; that this is self-governing community; that where else could you find a paved area with access to Route 1 between Lewes and Rehoboth Beach for \$1 and provide fencing; that he asked the Commission to consider the dignity of the guests and asked them not to put a 12-month time on this so that it becomes a seamless process.

Mr. Robertson stated that it is not a 12-month approval period, but an annual report would be required to know what is happening on the property.

The Commission found that Mr. John Urbanski spoke in support of the application.

Mr. Urbanski stated that he serves on the board for Camp Tharros; that this is something that can grow in Sussex County; and that it could be duplicated elsewhere.

The Commission found that Ms. Sue Early spoke in support of the application.

Ms. Early stated that this is a program that many people would say that they don't want this in their backyard; that there are no neighbors in the backyard; that the location is ideal as it has access to the central corridor between Lewes and Rehoboth Beach; and that public transportation is available giving guests access to the Community Resource Center for meals and a place to stay during inclement weather.

The Commission found that Mr. John McGinty spoke in support of the application.

Mr. McGinty stated that he is a volunteer with Code Purple; that he lives in close proximity to this site; that the tents will not be visible from Route 1; that the goal is to move the homeless into housing; that there have been success stories and that will continue; and that the commitment is total and very professional.

The Commission found that Mr. Tully, the bus driver, spoke in support of the application.

Mr. Tully stated that there are 300 volunteers; that they are people who are concerned about others; and that is what we need in our country.

The Commission found that Ms. Pat Smidt spoke in support of the application.

Ms. Smidt stated that she is a volunteer with Code Purple; that you know that there is a need; that the Route 1 site is convenient for the volunteers and for guests; that it will take a village to get Tharros Village on its feet and sustain its well-being until December 2025; and that we ask for your approval.

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 2583 Tharros Village (C/O Code Purple at The Cape). Motion by Mr. Collins to defer action for further consideration, seconded by Mr. Mears and carried unanimously. Motion carried 4-0.

Minutes of the May 7, 2025, Planning & Zoning Commission Meeting

The Commission discussed this application which has been deferred since April 16, 2025.

Mr. Collins moved the Commission to recommend approval of Conditional Use 2583 for THARROS VILLAGE (C/O CODE PURPLE AT THE CAPE) for a campground for the unhoused based upon the record made during the public hearing and for the following reasons:

1. This Application seeks approval for a campground for unhoused citizens of Sussex County by providing a location for essential shelter and services in a dignified and supportive space with community support. The ultimate goal of this facility is to provide a pathway for individuals to obtain housing independence.
2. It is undisputed that there is a homelessness crisis in Sussex County. This is recognized in Chapter 8 of Sussex County's Comprehensive Plan. At the time the Plan was drafted in 2017 and 2018, more than 1,000 people were homeless in Sussex County, with many of those individuals sleeping in shelters or on the street. This number has increased since that time. To address this, Objective 8.1.3 of the Comprehensive Plan states that the County should, "reduce homelessness and displacement in Sussex County", with Strategies for doing so including 8.1.3.1 and 8.1.3.4, which state that the County should "Coordinate with non-profit and other stakeholders working to reduce homelessness in Sussex County" and "Consider ways to reduce homelessness and displacement in the County". These Objectives and Strategies are addressed by this Application.
3. There was testimony in the record that this program will be structured, with programming and on-site supervision. It is also assisted through meals provided by its various support organizations.
4. This location is appropriate for this use. It is the adaptive re-use of a vacant state-owned property at little cost to the Applicant. The site is located along Route One with the employment opportunities and the various transit options that exist there, including DART. It is also conveniently located near its support facilities including healthcare and the voluntary community support organization.
5. The use compliments the existing cold-weather shelters that operated in the Cape Region during the colder months, but not the warmer months. This facility will be open from early spring until the fall.
6. This location is within the Coastal Area according to the Comprehensive Plan's Future Land Use Map. This is an appropriate location for this type of facility.
7. There was no opposition to this Application during the public hearing and there is no compelling evidence in the record that the use will have a negative effect on area roadways or nearby properties.

8. There was substantial public support for this Application through letters and testimony addressing the need for it, the appropriate location, the existing support system and other relevant factors.
9. This use satisfies the purpose of a conditional use under our Sussex County Zoning Code. Because it addresses homelessness in Sussex County, it has a public or semipublic character and is essential and desirable for the general convenience and welfare of Sussex County and its residents.
10. This recommendation is subject to the following conditions:
 - A. The property shall be operated as a seasonal campground for the unhoused. There shall be no more than 28 tents with no more than 28 adults residing at the facility at any one time. No other improvements (other than DelDOT improvements) shall be permitted on the site. No vehicles shall be used for shelters on the site.
 - B. The facility shall be supervised at all times, with only authorized individuals permitted to reside at the location. As stated by the Applicant, there is a list of the individuals who are authorized to reside at the location. This list shall be kept by the Applicant and maintained on the site at all times for inspection by first responders, EMS and other organizations supporting the Applicant's efforts.
 - C. The use shall comply with any applicable state agency requirements that may apply, including, but not limited to those required by DelDOT, DNREC, DSHA, the Sussex Conservation District, and the State Fire Marshall's Office.
 - D. There shall be sufficient sanitary facilities on the site for the use, with regular cleaning and maintenance. These facilities shall be shown on the Final Site Plan.
 - E. Any security lighting shall be downward screened so that it does not shine on neighboring properties or roadways.
 - F. All sanitary facilities, dumpsters and trash receptacles shall be enclosed and screened from the view of neighboring properties or roadways. No trash shall accumulate on the site, and the dumpsters and trash receptacles shall be regularly emptied.
 - G. As stated by the Applicant, off-site lockers or storage facilities shall be provided for the occupants of the site to prevent an accumulation of personal articles outside of the individual tents.
 - H. All entrance and roadway improvements and any other DelDOT requirements shall be completed as required by DelDOT.
 - I. The campground shall be surrounded by a 50-foot landscaped buffer.
 - J. As stated by the Applicant, there shall be a 6-foot tall, galvanized fence around the site, incorporating the existing DelDOT chain-link fencing as necessary. Although gates are shown on the preliminary drawings, these gates shall not prevent access by EMS vehicles and first responders or vehicles needing to access the sanitary facilities or trash receptacles. The location of this fencing with unimpeded access to the site as described here shall be shown on the final site plan.
 - K. The entire facility may open no earlier than March 1st of each year and shall close no later than November 30th of each year. All tents, sanitary facilities, trash containers and other items supporting the use of the property by the Applicant shall be removed from the property when it is not permitted to be in use.
 - L. The Applicant shall identify all "dwellings" in the vicinity of the property that require a 400-foot buffer pursuant to Section 115-172H(3) of the Sussex County Code. All campsites and cabins shall be a minimum of 400-feet from any dwelling that exists at

the time of Final Site Plan approval, or a variance from this request shall be obtained from the Board of Adjustment.

- M. The failure to comply with any of these conditions may be grounds for the termination of this Conditional Use.
- N. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning & Zoning Commission.
- O. The Applicant shall provide the Sussex County Planning and Zoning Commission and County Council with a report on the program at this site prior to January 15, 2026. The report shall include verified data about the number of residents at the site during 2025, the success rate of residents finding more permanent housing, the number of EMS and/or police calls to the site while occupied, and any other information that the applicant deems relevant. This report, along with any additional information provided by County Staff regarding the site, shall be provided to the Sussex County Planning & Zoning Commission and County Council prior to February 1, 2026.

Motion by Mr. Collins, seconded by Ms. Wingate and carried unanimously to recommend APPROVAL of C/U 2583 Tharros Village (C/O Code Purple at The Cape) for the reasons and the conditions stated in the motion. Motion carried 5-0.

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

PLANNING & ZONING COMMISSION

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



Sussex County

DELAWARE
sussexcountysde.gov
302-855-7878

JAMIE WHITEHOUSE, MRTPI, AICP
DIRECTOR OF PLANNING & ZONING

PLANNING AND ZONING AND COUNTY COUNCIL INFORMATION SHEET

Planning Commission Public Hearing Date: April 16, 2025

Application: CU 2583 Tharros Village

Applicant: St. Jude the Apostle Church D/B/S Code Purple
152 Tulip Drive
Lewes, DE 19958

Owner: State of Delaware
122 Martin Luther King Jr. Blvd. S
Dover, DE 19901

Site Location: Located on the south side of Coastal Highway (Rt. 1), approximately
0.2 mile northwest of the intersection of Coastal Highway (Rt. 1) and
Dartmouth Drive (Rt. 9).

Current Zoning: General Commercial (C-1) Zoning District

Proposed Use: Campground

Comprehensive Land
Use Plan Reference: Commercial

Councilmanic
District: District 3 – Ms. Gruenebaum

School District: Cape Henlopen School District

Fire District: Lewes Fire Department

Sewer: Sussex County

Water: Tidewater

Site Area: 7.16-acre(s) +/-

Tax Map ID.: 334-6.00-526.01



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Sussex County

DELAWARE
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Memorandum

To: Sussex County Planning Commission Members
From: Mrs. Susan Isaacs, Planner I
CC: Mr. Vince Robertson, Assistant County Attorney and Applicant
Date: April 7, 2025
RE: Staff Analysis for C/U 2538 Tharros Village

This memo is to provide background and analysis for the Planning Commission to consider as a part of Application C/U 2583 Tharros Village to be reviewed during the April 16, 2025, Planning Commission Meeting. This analysis should be included in the record of this application and is subject to comments and information that may be presented during the public hearing.

Please note that the following staff analysis is for informational purposes only and does not prejudice any decision that the Sussex County Planning & Zoning Commission or Sussex County Council may wish to make as part of any Application submitted to the Department.

Tax Parcel ID: 334-6.00-526.01

Proposal: The request is for a Conditional Use for Tax Parcel 334-6.00-526.01 to allow for a campground for the unhoused on a parcel lying on the south side of Coastal Highway (Route 1), approximately 0.2 -mile northwest of the intersection of Coastal Highway (Route 1) and Dartmouth Drive in Lewes. The property is comprised of 7.16 acres +/-.

Zoning: The Parcel is zoned General Commercial (C-1) District. The surrounding parcels of the subject property are all General Commercial (C-1) District with parcels to the south, east and west being zoned High Density (HR-1) Residential District, Agricultural (AR-1) Residential District and Medium (MR) Residential District.

Future Land Use Map Designation w/in Comprehensive Plan: Commercial

Applicability to Comprehensive Plan: 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 land use designation of "Commercial Area." All surrounding properties to the north, south, east, and west of the subject site contain a Growth Area Future Land Use Map designation of "Commercial Area" as well as "Coastal Area".

Recommendations/Guidelines for land categorized as *Commercial Area* per the Future land Use Classification in the Comprehensive Plan – Page 4-17

Commercial Areas include concentrations of retail and service uses that are mainly located along arterials, and highways. As opposed to small, traditional downtown areas that are



often historic and pedestrian-friendly, Commercial Areas include commercial corridors, shopping centers, and other medium and large commercial vicinities geared towards vehicular traffic. In addition to primary shopping destinations, this area would also be the appropriate place to locate hotels, motels, car washes, auto dealerships, and other medium and larger scale commercial uses not primarily targeted to the residents of immediately adjacent residential areas. These more intense uses should be located along main roads or near major intersections. Institutional and commercial uses may be appropriate depending on surrounding uses. Mixed-use buildings may also be appropriate for these areas. (Sussex County Comprehensive Plan, 4-17).

As outlined in the 2018 Sussex County Comprehensive Plan, Coastal Areas are “areas that can accommodate development provided that special environmental concerns are addressed” (2018 Sussex County Comprehensive Plan, 4-15.) The Plan further notes that “a range of housing types should be permitted in Coastal Areas, including single-family homes, townhouses, and multi-family units” and that “appropriate mixed-use development should all be allowed” (2018 Sussex County Comprehensive Plan, 4-15).

Further Site Considerations:

- **Density:** N/A
- **Open Space Provisions:** N/A
- **Agricultural Areas:** The site is within the vicinity of active agricultural areas to the north.
- **Interconnectivity:** N/A
- **Transportation Improvement District (TID):** The parcel is located within the Henlopen Transportation Improvement District.
- **Forested Areas:** The site is located within the vicinity of forested areas.
- **Wetlands Buffers/Waterways:** There are potential wetlands located on the property per the Sussex County on-line mapping site, and the property is not adjacent to any waterways.
- **Other Site Considerations (ie: Flood Zones, Tax Ditch, Groundwater Recharge Potential, etc.):** The property is located within Flood Zone “X”, within an area of “Good” Groundwater Recharge Potential, and Staff note there are no Wellhead Protection Areas on the site.

Based on the analysis of the land use, surrounding zoning and uses, a Conditional Use Application to allow for a campground for the unhoused, subject to considerations of scale and impact, could be considered as being consistent with the land use, area zoning and surrounding uses.

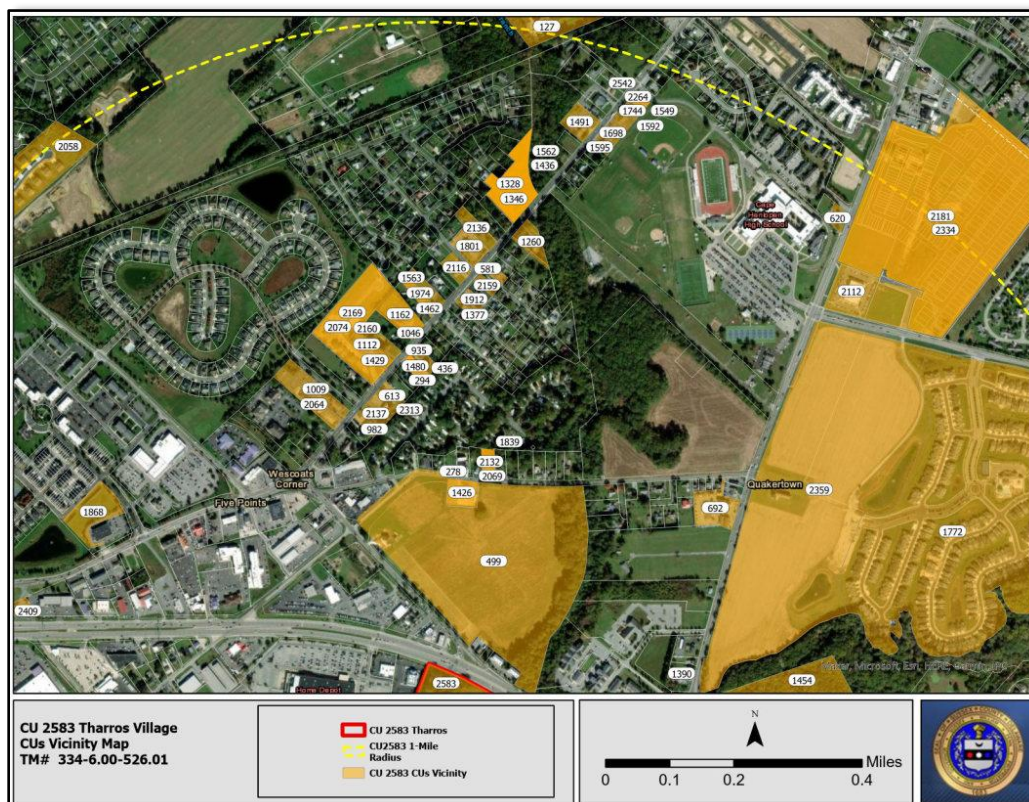
Existing Conditional Uses within the Vicinity of the Subject Site: A Data Table has been supplied which provides further background regarding the approval status of Applications in the area, including the location of all other Conditional Use Applications that are less than 1 mile distance from the subject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

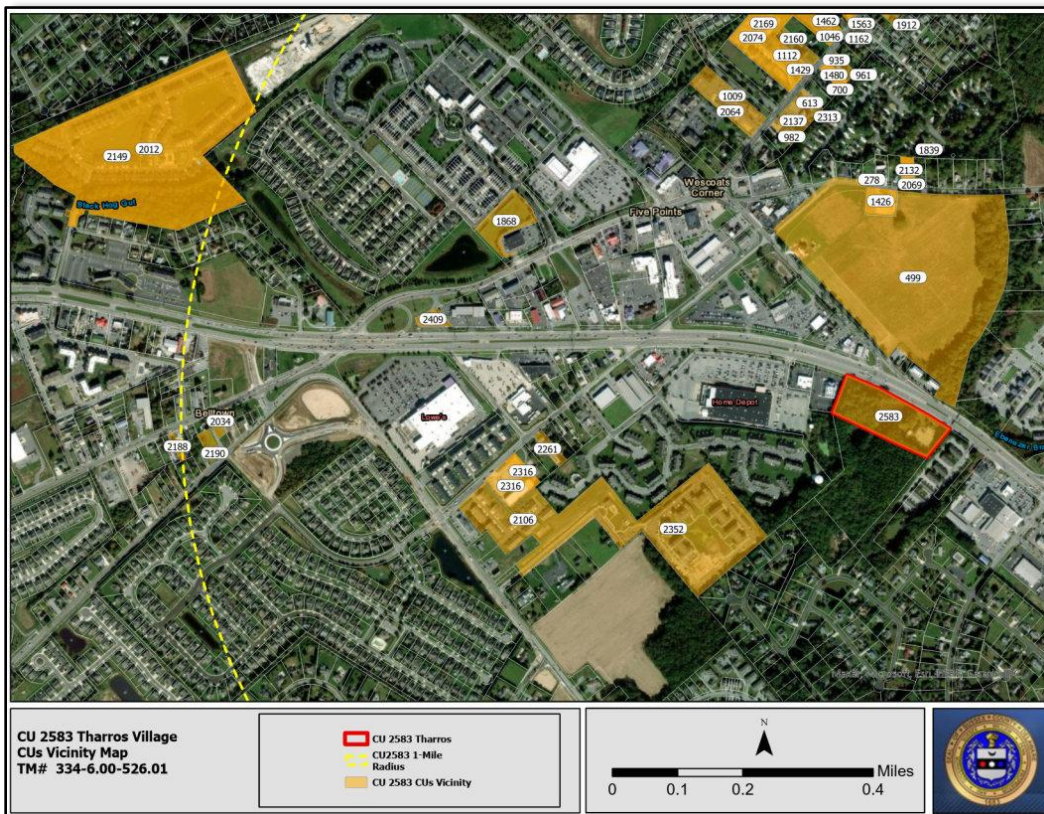
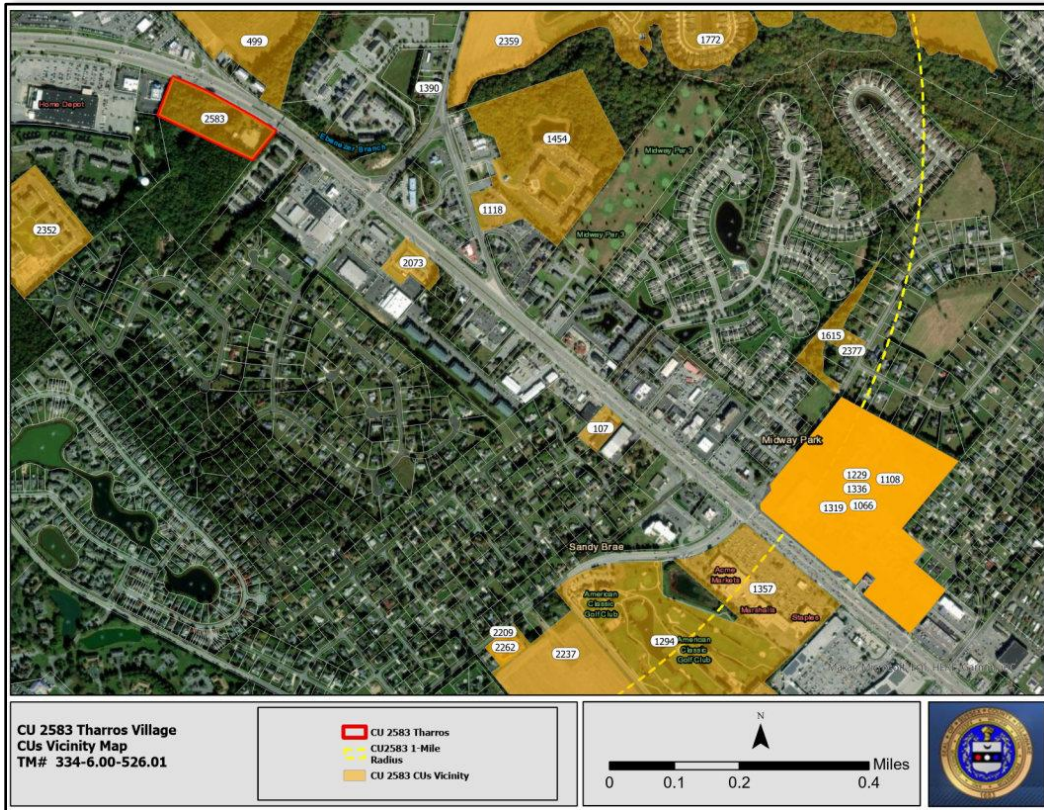
Conditional Use Applications (Within a 1-mile radius of the subject site) (Since 2010)						
Application CU Number	Application Name	Zoning District	Proposed Use	CC Decision	CC Decision Date	Ordinance Number
1848	Todd Bariglio	B-1	Business/Office Complex	Approved	3/16/2010	2108
1868	Old Towne Pointe, L.L.C.	AR-1	Pharmacy/Community Service	Approved	5/24/2011	2196
1912	Wm. A. Bell & Kathleen M. Sperl-Bell	AR-1	Professional Office	Approved	11/8/2011	2226
1974	Sara Kay I. Phillips	AR-1	Hair Salon	Approved	1/14/2014	2334
2012	Ocean Atlantic Communities (Covered Bridge Trails)	MR	Multi-Family - Townhouses and Condo Units	Approved	12/15/2015	2430
2034	Beachfire Brewery Co., LLC	AR-1	Restaurant And Brewery	Approved	3/8/2016	2438
2058	Old Orchard Ventures - Oyster Cove	MR	Multi-Family (Duplex) Dwelling Structures (24 Units)	Approved	10/25/2016	2472
2064	R & K Partners	AR-1	Medical Offices	Approved	3/7/2017	2484

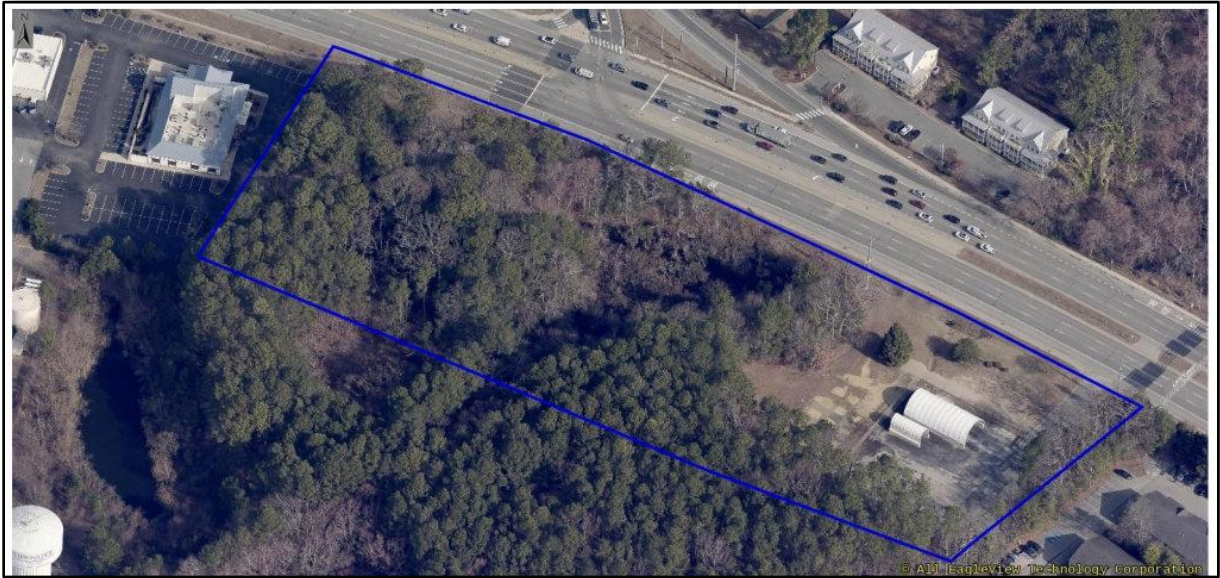
2069	Rudolph Joseph Johnson	AR-1	Workout Studio	Approved	4/25/2017	2494
2073	Delmarva Power & Light Co.	C-1	Expansion To an Existing Electrical Station	Approved	3/7/2017	2486
2074	Quail Valley 1525, LLC (Midway Fitness)	AR-1	Commercial Use as A Therapy and Fitness Center	Denied	8/8/2017	N/A
2106	MDI Investment Group, LLC (C/O Doug Compher)	MR	Multi-Family (52 Townhouses)	Approved	3/20/2018	2566
2112	Mitchell Family Limited Partnership	AR-1	Medical Office and Ancillary Medical Uses	Approved	3/20/2018	2567
2116	William and Stacey Smith	AR-1	Professional Offices	Approved	3/20/2018	2569
2132	Dorothy Darley	AR-1	Hair Studio	Approved	7/31/2018	2590
2136	Christine Degnon	AR-1	Medical Offices	Approved	10/23/2018	2608
2137	John W. Ford	AR-1	Professional Offices	Approved	7/31/2018	2592
2149	Covered Bridge Trails, LLC	MR	Amended Condition of Approval of CU 2012	Approved	7/24/2018	2588
2074	Elisabeth Ann Burkhardt	AR-1	Professional Office	Approved	1/15/2019	2628
2106	Procino, Wells, and	AR-1	Professional Office	Approved	3/19/2019	2638

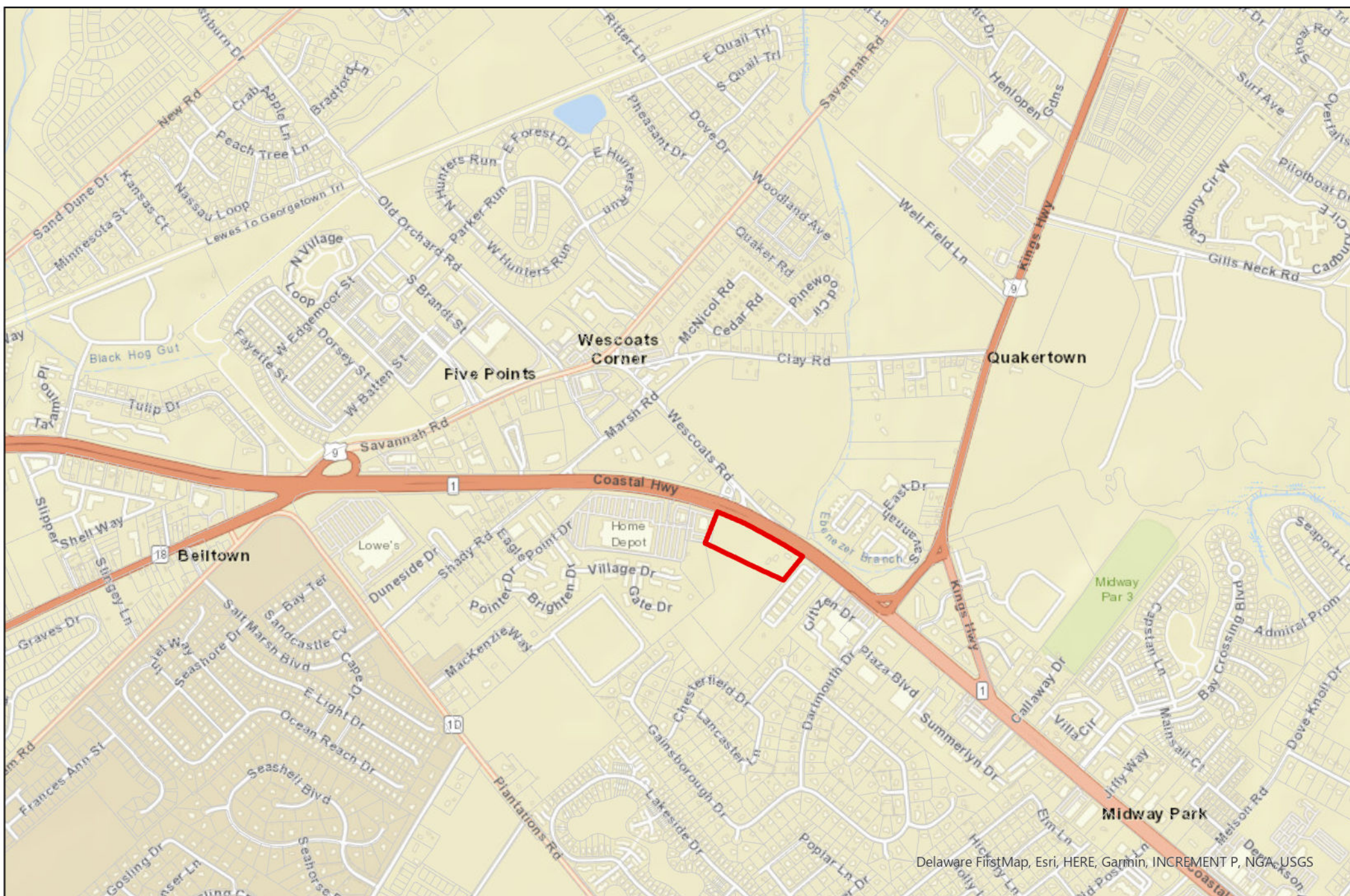
	Woodland, P.A.					
2169	Robert & Debora Reed	AR-1	Multi-Family	Approved	6/18/2019	2663
2181	Mitchell Family, LLC	MR	Multi-Family (209)	Withdrawn	Withdrawn	N/A
2188	Donovan's Painting and Drywall, LLC	AR-1	Contractor's Office with Storage	Approved	10/29/2019	2686
2190	Steven & Helene Falcone	AR-1	Office	Approved	1/7/2020	2699
2209	Matthew C. Hete	MR	Multi-Family (14 Units)	Denied	7/28/2020	N/A
2237	Sam Warrington II	AR-1	Outside Boat & Rv Storage	Approved	12/1/2020	2756
2252	Delaware Electric Co- Op	MR	Substation	Approved	7/13/2021	2788
2169	What Is Your Voice, Inc.	AR-1	Use Existing Garage for Office Uses and One-Story Pole Building for Rental Storage Facilities (4 Units) In Connection W/ Applicant's Non-Profit Corporation	Approved	9/14/2021	2800
2181	Matthew Hete	AR-1	Multi-Family (4-Units)	Approved	11/16/2021	2812
2188	Laudan Investments, LLC	AR-1	General Office Use	Approved	11/16/2021	2813
2281	Susan Riter	AR-1	Borrow Pit	Withdrawn	6/8/2021	N/A
2313	John Ford	AR-1	Realty Office	Approved	9/20/2022	2885

2316	Lighthouse Construction, Inc.	AR-1	Office Building	Approved	9/27/2022	2888
2316	Southern Delaware Medical Center	AR-1	Medical Office Building	Approved	9/27/2022	2888
2327	Howard L. Ritter & Sons, Inc.	AR-1	Expansion of a Non-Conforming Borrow Pit	Approved	1/24/2023	2901
2334	Henlopen Properties, LLC	MR	Multi-Family	Approved	7/26/2022	2876
2352	CB Lewes, LLC	MR	Multi-Family (30 Units)	Approved	6/14/2022	2866
2359	JG Townsend Jr. & Co.	Ar-1	Multi-Family (102 Units)	Approved	12/5/2023	2964
2377	John W. Hocker, IV	AR-1	Amendment of Subdivision Plan	Withdrawn	Withdrawn	N/A
2409	Bryan Stewart	C-1	Crab Shack Vendor	Approved	2/24/2024	2991
2542	Lauden Investments, LLC	AR-1	Professional Office	Approved	12/17/2024	3067





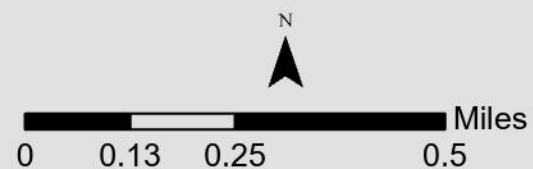


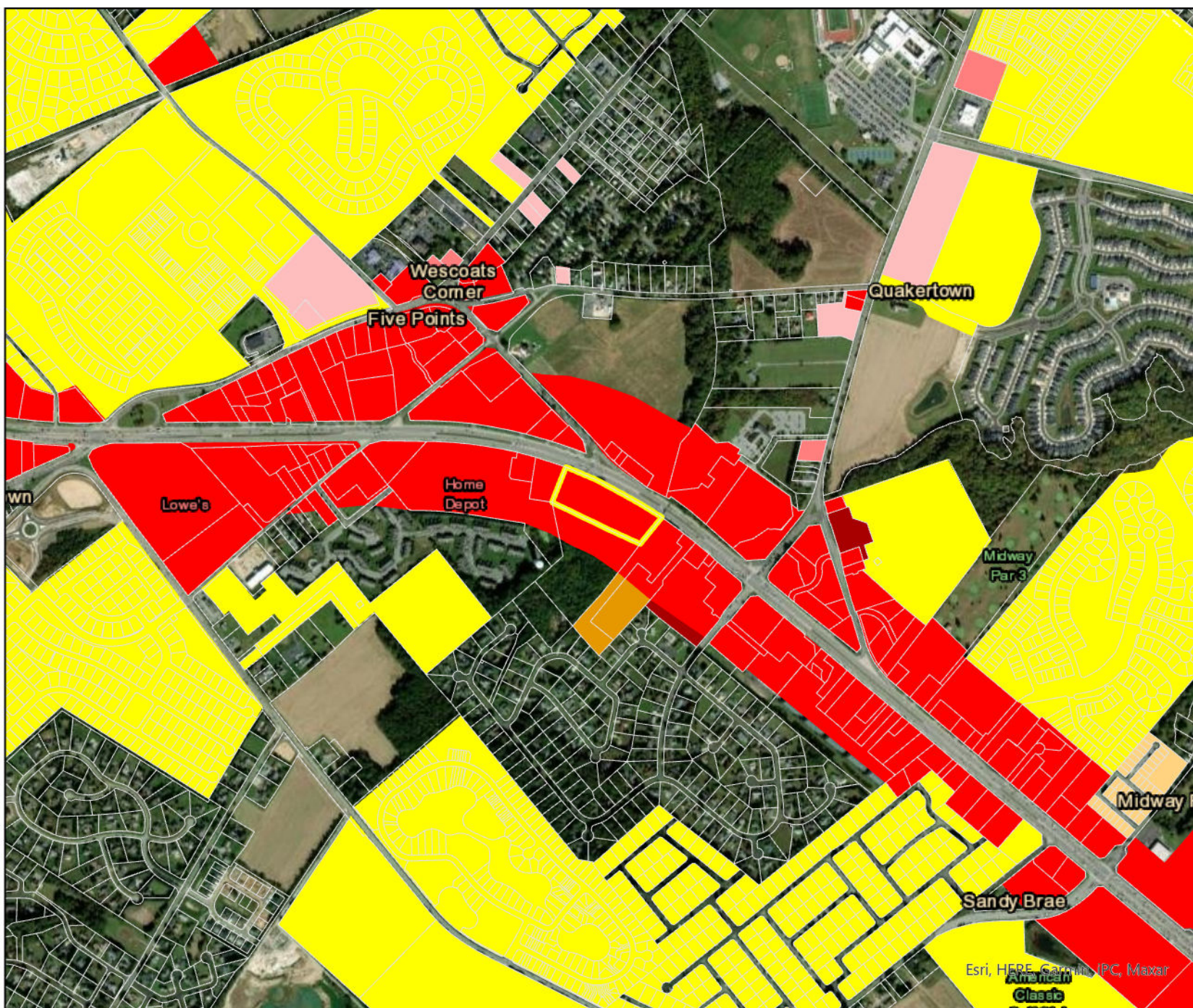


Delaware FirstMap, Esri, HERE, Garmin, INCREMENT P, NGI, USGS


**CU 2583 Tharros Village
Street Map
TM# 334-6.00-526.01**

 **CU 2583 Tharros**




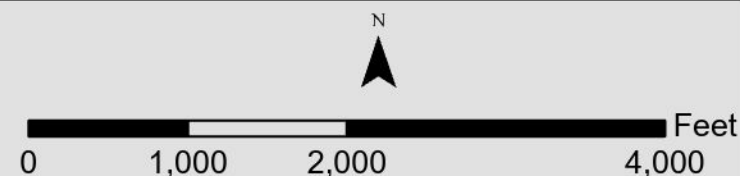


Zoning

-  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


**CU 2583 Tharros Village
Zoning Map
TM# 334-6.00-526.01**


 CU 2583 Tharros






CU 2583 Tharros Village
Aerial Map
TM# 334-6.00-526.01

 CU 2583 Tharros



N



0 75 150 300 Feet









CU 2583 Tharros Village
Aerial Map
TM# 334-6.00-526.01



0 0.25 0.5 1 Miles

Introduced: 3/25/25

**Council District 3: Ms. Gruenebaum
Tax I.D. No.: 334-6.00-526.01
911 Address: 17996 Coastal Highway, Lewes**

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN C-1 GENERAL COMMERCIAL DISTRICT FOR A CAMPGROUND FOR THE UNHOUSED TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES & REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 7.16 ACRES, MORE OR LESS

WHEREAS, on the 19th day of March 2025, a Conditional Use application, denominated Conditional Use No. 2583 was filed on behalf of Tharros Village (c/o Code Purple at the Cape); 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. 2583 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 115-79, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2583 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 Lewes & Rehoboth Hundred, Sussex County, Delaware, and lying the south side of Coastal Highway (Rt. 1), approximately 0.2 mile northwest of the intersection of Coastal Highway (Rt. 1) and Dartmouth Drive (Rt. 9), and being more particularly described in the attached legal description prepared by St. Jude the Apostle Church D/B/A Code Purple said parcel containing 7.16 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: June 11, 2025

RE: County Council Report for C/U 2557 filed on behalf of Stockley Materials, LLC

The Planning and Zoning Department received an application (C/U 2557 filed on behalf of Stockley Materials, LLC) for a Conditional Use for the preparation, processing and storage of material in relation to an existing borrow pit, to be located in an AR-1 Agricultural Residential Zoning District at Tax Parcel 133-3.00-6.00. The property is located on the east side of Cedar Lane (SCR 318) and the west side of Peterkins Road (SCR 317), approximately 500 feet south of Governor Stockley Road (SCR 432). The parcel size is 82.32 ac. +/-

The Planning & Zoning Commission held a Public Hearing on the application on April 16, 2025. At the meeting of May 21, 2025, the Planning & Zoning Commission recommended approval of the application for the 8 reasons and 13 recommended conditions of approval as outlined within the motion (copied below).

Below are the minutes from the Planning & Zoning Commission meeting on April 16, 2025, and May 21, 2025.

Minutes of the April 16, 2025, Planning & Zoning Commission Meeting

C/U 2557 Stockley Materials, LLC

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR THE PREPARATION, PROCESSING AND STORAGE OF MATERIAL IN RELATION TO AN EXISTING BORROW PIT TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN DAGSBORO HUNDRED, SUSSEX COUNTY, CONTAINING 82.32 ACRES, MORE OR LESS. The property is lying on the east side of Cedar Lane (S.C.R. 318) and the west



side of Peterkins Road (S.C.R. 317), approximately 500 feet south of Governor Stockley Road (S.C.R. 432). 911 Addresses: N/A. Tax Map Parcels: 133-3.00-6.00

Mr. Whitehouse advised the Commission that submitted into the record are the Applicant's conceptual site plan, the Applicant's exhibit booklet and exhibits, the Staff Analysis report, the DelDOT service level evaluation response letter, a letter received from the Sussex County Engineering Department Utility Planning division, and no comments.

The Commission found that Mr. David Hutt, Esq. was present on behalf of the Applicant, Stockley Materials, LLC, that also in attendance are Mr. Ken Adams, a principal of Stockley Materials and Mr. Mark Davidson, Principal Land Planner with the Pennoni Group.

Mr. Hutt stated that this application is for approximately a six-acre portion of an 82-acre site; that this Conditional Use seeks to allow wood, whether that's in the form of a tree, shrubbery, root mass, similar organics to be brought to this six-acre site to be recycled; that when clearing or site work in done, there is a need for a location to take those materials to be recycle; that there is currently a borrow pit on this property which was approved on April 21, 2009 – CU 1770 and Ordinance No. 2045; that the CU 1770 application was to expand a pre-existing Borrow Pit; that there are special requirements for a Borrow Pit and one is that no material may be brought from off the site for processing, mixing or similar use; that this is a separate application because it proposes to allow materials to be brought to the site for processing and recycling; that the properties that surround this facility are all in the Low Density Area, except the property immediately to the north of that property which is in the Developing Area on the future land use map; that the Georgetown's wastewater treatment plant to the north is within the Developing Area; that this property and all the surrounding properties are zoned AR-1; that the same entrance to the borrow pit would be utilized for this conditional use; that it is approximately six acres back from the entrance; that the Applicant is proposing a 30-ft. wide landscaped buffer including a berm between this six-acre area and the four residential lots on Cedar Lane; that the Applicant proposes to surround the site with a reinforced silt fence to distinguish between the uses and make sure the recycling process stays within the six-acre area; that it is not in a flood zone area; that an on-site porta potty would be provided for employees; that water would be provided; that there is an irrigation system with water from the borrow pit which would be used to keep dust down; that in DelDOT's response to the service level request the impact on traffic would be diminutive, meaning less than 50 trips per day; that there is a screener on the site; that the screener has a volume of 85 decibels at 10 ft. which is about the same as a vacuum cleaner; that the noise diminishes over space and there is over 440 feet to the nearest dwelling; that a grinder is proposed for this conditional use but would be used on a limited basis and would operate less frequently than the screening machine; that this project is of a semi-public or public character because the service that Stockley Materials provides is a necessity; that under Delaware law several years ago, zero waste principles were adopted and then codified within the Delaware Code; that they are found in Title 7 and Chapter 60, and one of those sections is section 6056; that the goal is to keep things out of the landfill and have them processed so that they are reused and recycled; that the Applicant has to file an annual report stating the quantity of materials recycled; that the recycled materials are sold at the Stockley retail facility

The Commission found that there were no people present who spoke in support of the application and there were 28 people present in opposition to the application, with seven people speaking.

The Commission found that Mr. Larry Sheridan spoke in opposition to the Application.

Mr. Sheridan stated that he did not receive notice of this hearing; that he did not see the sign as it was not placed at the entrance to the property; and that he heard about this hearing from a neighbor.

The Commission found that Mr. Dave Rementer spoke in opposition to the Application. Mr. Rementer stated that his property is adjacent to the Borrow Pit; that he agrees with recycling, but the traffic is unbearable; that there is so much noise and abuse of the roads; and that the dust is bad, and the irrigation system does not work.

The Commission found that Mr. Gary Thompson spoke in opposition to the Application.

Mr. Thompson asked that the Commission not even consider recommending approval; that there were 21 conditions of approval for the original conditional use that the Applicant does not adhere to; that they have blocked the natural drainage from surrounding properties as all the waste from the screener is placed around the edge of the property; that he is concerned that the County allowing this to continue; that the complaints were submitted about this property before this application was submitted; that

The Commission found that Mr. Travis George spoke in opposition to the Application.

Mr. George stated that a traffic assessment should be completed because there are more trucks than you would think; that it will impact the community; that there is a drainage problem, and the road has been washed out; and that he has concerns about the contamination of the water supply.

The Commission found that Mr. John Farrace spoke in opposition to the Application.

Mr. Farrace stated that his home is getting sandblasted; that he has video of his windowsills covered in sand; that you can hear the machines; that its non-stop of the backhoes and now they want to add dump trucks and a grinder; and that there are recycling places in the area, Millville Organics, Blue Hen Organics, and Stockley on the highway.

The Commission found that Ms. Robin Fries spoke in opposition to the Application.

Ms. Fries stated that the Applicant is asking for six acres but that will grow in the future; that the dust storm that came across the neighborhood today was horrendous; that when she moved here nine years ago, it was barely visible from Peterkins Road, now it is becoming an eyesore; that there is no buffer; and that even if they planted trees today it would take 15-20 years for those to mature.

The Commission found that Mr. Bill Nieto spoke in opposition to the Application.

Mr. Nieto stated that he is the president of the Black Creek Cove Homeowners Association; that he is concerned about the dust issue when it is windy; that what is the definition of a buffer zone because it does not exist today; there is not even a fence; that there is a flooding issue; and that until the issues are corrected there should not be further growth of the borrow pit.

The Commission found that Mr. Ken Adams was present and spoke regarding the application.

Mr. Adams stated that they were required to build the buffer in phases as the borrow pit grew and that if they get stone or concrete in the load it is taken to another site to be crushed.

The Commission found that Mr. John Sheridan spoke in opposition to the Application.

Mr. Sheridan stated that the dust is not coming from the farm operations in the area and that the amount of traffic is not safe with school buses and schools in the area.

Mr. Whitehouse stated that 30 postcards were mailed to homes within 200 feet of the subject property; that any returned mail is scanned into the record; that to comply with Title 9, public hearings must be noticed in two newspapers within 15 days of the hearing; and that a large format sign was placed on the property; and that for the record, at no point in any of my telephone conversations with Mr. Thompson have I ever said that I'm going to push the application through for the Applicant..

Mr. Robertson noted that Mr. & Mrs. Sheridan's name was on the mailing list for this application in addition to others on Cedar Lane; that while not diminishing the issues that Mr. Thompson has with the previous ordinance, today's hearing is for the application before the Commission; that the County inspectors go down a checklist and make sure that the ordinance is being complied with; that there may be a condition to make sure that the current ordinance is being complied with before any new operations can happen on the site; that the Commission is being asked to amend or add to the prior conditional use, but there's really two issues; that there's one the enforcement side of the prior conditional use and all those conditions and dealing with not only the county requirements but also Sussex Conservation District; that the Commission has to decide whether it's appropriate to recommend approval of this particular ordinance to County Council because there will be another hearing at County Council;

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 2557 Stockley Materials, LLC. Motion by Ms. Wingate to defer action and leave the record open for County Staff to investigate if the current Conditional Use is in compliance with the conditions set forth and report back to the Commission, seconded by Mr. Collins and carried unanimously. Motion carried 4-0.

Minutes of the May 21, 2025, Planning & Zoning Commission Meeting

The Commission discussed this application which has been deferred since April 16, 2025.

Ms. Wingate moved the Commission to recommend approval of Conditional Use # 2557 STOCKLEY MATERIALS, LLC for an amendment to Conditional Use #1770 adopted as Ordinance # 2045 to allow the preparation, processing and storage of materials in relation to and part of an existing borrow pit based on the record made during the public hearing and for the following reasons:

1. This property was approved under Conditional Use #1770 and Ordinance #2045 "for a 53-acre expansion of an existing borrow pit on the same property". This application seeks to

allow organic material storage and recycling operations, soil screening and similar outdoor and landscaping items to be located on the subject property.

2. The property is currently used as a borrow pit. It is located just to the north of the Town of Georgetown wastewater treatment and disposal facility. This is an appropriate location for this use.
3. DelDOT has indicated that this additional use of the property will result in a “Diminutive” impact upon area roadways, which means that it will create less than 50 vehicle trips per day.
4. This use will occur within the borrow pit property and will use the existing borrow pit entrance on Cedar Lane.
5. The recycling of soil and wood, including trees, shrubs, root mass and similar organics, is in furtherance of the State’s “Zero Waste Principles” and keeps these organic materials out of landfills. Pursuant to Title 7, Chapter 60 of the Delaware Code, the Applicant is also required to provide an annual report of its recycling activity to DNREC.
6. During the public hearing, there were concerns stated about the applicant’s compliance with the existing conditions of approval for Ordinance # 2045. As a result, the Commission requested an inspection of the site to determine whether it complies with the established conditions of approval. The inspection occurred and a report was issued on April 29, 2025, that confirms that the conditions of approval have been complied with, including the establishment of required berms and buffers and dust control measures, with the possible exception of a fully compliant berm area near the entrance to the site. Also, fuel tanks that were previously located on the site had been removed. However, as a condition of this approval, regular inspections by county staff will be required to verify compliance with the prior conditions as well as those imposed by this recommendation.
7. The County is in receipt of 26 letters of support for this Conditional Use.
8. The proposed use with the conditions imposed upon it provides a location that is part of an existing borrow pit for the storage and recycling which meets the general purpose of the Zoning Code as a public or semi-public use that is essential and desirable for the general convenience and welfare, orderly growth, prosperity and convenience of Sussex County.
9. This recommendation is subject to the following conditions:
 - A. All of the conditions of approval of Ordinance # 2045 shall remain in effect for the property that is the subject of this Conditional Use unless specifically modified by these conditions. The berm area at the entrance area to the site required by Ordinance # 2045 shall be improved to ensure compliance with that Ordinance.
 - B. This Conditional Use shall allow the six acres depicted on the Preliminary Site Plan (as subsequently confirmed on the Final Site Plan) to be used for the storage, processing, recycling and grinding of wood including trees, shrubs, root mass and similar organics and for the screening and mixing of soil. No other materials or processing shall occur on the site. No mulch shall be dyed on the site. The area where these activities will occur shall be surrounded by a reinforced site fence.
 - C. No concrete, asphalt, stone or similar materials shall be brought onto the site for storage, processing, recycling, grinding or similar purposes.
 - D. No retail sales shall occur from this site or the larger property that is the subject of Ordinance #2045.
 - E. A 30-foot-wide vegetated buffer shall of native species trees with a berm that is at least three feet in height shall be installed by the Applicant between the area of this Conditional Use and the lots along Cedar Lane. These plantings (including the size, type and location of them) shall be shown on the Final Site Plan and be subject to the

approval of Sussex County Planning & Zoning Staff followed by the Planning & Zoning Commission as part of the Final Site plan review and approval process. This berm and the plantings shall be installed and verified by County staff before any storage or recycling of materials occurs on the site. There shall not be any storage of materials on or within the berms at any time.

- F. Water or a water truck shall be available and used to control dust from the storage and processing of the permitted materials on the site.
- G. The entrance to this Conditional Use area shall be the existing entrance to the borrow pit. No additional entrances shall be permitted. The entrance shall be secured at all times that the borrow pit operations and the processing of materials are not occurring.
- H. Any additional roadway or entrance improvements required by DelDOT shall be completed by the Applicant.
- I. The hours of operation for the recycling, grinding and screening activities shall be the same as the hours approved by Ordinance #2045: 6:30am until 6:00 pm Monday through Friday and 6:3 am until noon on Saturdays. No Sunday hours shall be permitted.
- J. The Applicant shall comply with all State and County erosion and sedimentation control requirements.
- K. In addition to the existing five-year reporting requirements of Condition #17 of Ordinance #2045, County staff shall periodically inspect the entire site, including the borrow pit operations, for compliance with these conditions of approval as well as those imposed by Ordinance #2045 that are not modified by this approval. Staff shall provide a report describing the results of these inspections to the Planning & Zoning Commission during the first meeting of May of each year for consideration under the “Other Business” category of agenda items.
- L. A violation of these conditions or the conditions of Ordinance #2045 may result in the termination of both Conditional Uses.
- M. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning & Zoning Commission.

Motion by Ms. Wingate, seconded by Mr. Mears and carried unanimously to recommend APPROVAL of C/U 2557 Stockley Materials, LLC, for the reasons and the conditions stated in the motion. Motion carried 5-0.

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

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

JAMIE WHITEHOUSE, AICP MRTPI
PLANNING & ZONING DIRECTOR

Memorandum

To: Sussex County Planning Commission Members
From: Ann Lepore, Planner I
CC: Mr. Vince Robertson, Assistant County Attorney and Applicant
Date: March 20, 2025
RE: Staff Analysis for C/U 2557 Stockley Materials, LLC

This memo is to provide background and analysis for the Planning Commission to consider as a part of Application C/U 2557 Stockley Materials, LLC to be reviewed during the April 16, 2025, Planning Commission Meeting. This analysis should be included in the record of this application and is subject to comments and information that may be presented during the public hearing.

Please note that the following staff analysis is for informational purposes only and does not prejudice any decision that the Sussex County Planning & Zoning Commission or Sussex County Council may wish to make as part of any Application submitted to the Department.

Tax Parcel ID: 133-3.00-6.00 (P/O)

Proposal: The request is for a Conditional Use for Tax Parcel 133-3.00-6.00 (P/O) to allow for a preparation, processing, and storage of material business on a parcel lying on the east side of Cedar Lane (S.C.R. 318) and the west side of Peterkins Road (S.C.R. 317). The parcel is comprised of 82.32 acres +/-.

Zoning: The Parcel is zoned Agricultural Residential (AR-1) District. The adjacent parcels to the east, north, west, and south are zoned Agricultural Residential (AR-1) District.

Future Land Use Map Designation w/in Comprehensive Plan: Low Density Area

Applicability to Comprehensive Plan: 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 is designated as a Rural Area and has a land use designation of "Low Density Area." All surrounding properties to the north, south, east, and west of the subject site contain the 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 also notes that commercial uses "should be limited in their location, size and hours of operation" and "more intense commercial uses should be avoided" and commercial uses "may be appropriate depending on surrounding uses" (Sussex County Comprehensive Plan, 4-19).



Further Site Considerations:

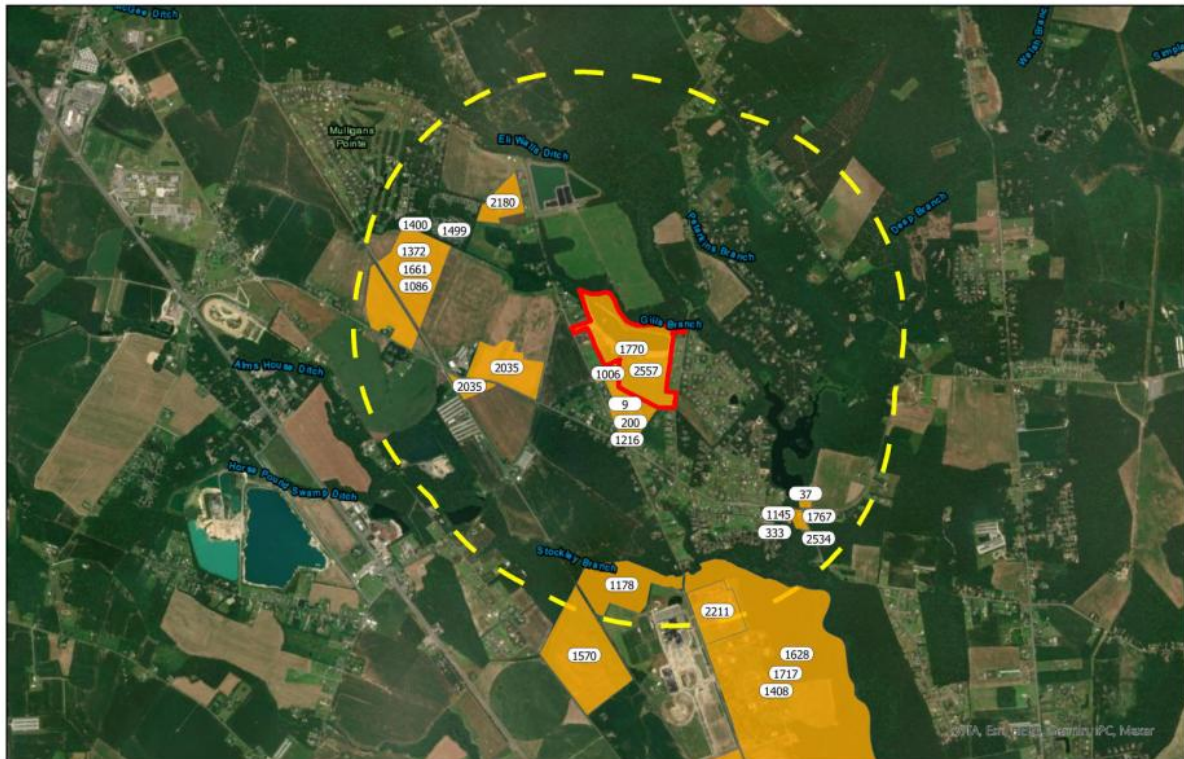
- **Density:** N/A
- **Open Space Provisions:** N/A
- **Agricultural Areas:** The site is within the vicinity of active agricultural lands.
- **Interconnectivity:** N/A
- **Transportation Improvement District (TID):** The parcel is not within the Henlopen Transportation Improvement District.
- **Wetlands Buffers/Waterways:** N/A
- **Other Site Considerations (ie: Flood Zones, Tax Ditches, Groundwater Recharge Potential, etc.):** The parcel is in an area of fair and poor Groundwater Recharge Potential area.

Based on the analysis of the land use, surrounding zoning and uses, a Conditional Use Application to allow for a preparation, processing, and storage of material business, 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: There have been twenty-four (24) Conditional Use applications within a 1-mile radius of the application site.

CU	APPLICANT	Tax Parcel #	Zoning	Proposed Use	CC Date	CC Decision	Ord. No.
9	R Dale Short	133-7.00-13.00	AR-1	Manufactured home park/Fish Hook	4/27/1971	Approved	N/A
37	Merrill G Calloway	234-20.00-1.00	AR-1	Manufactured home park	1/4/1972	Approved	N/A
200	R Dale Short	133-7.00-13.00	AR-1	Extend Manufactured Home Park	4/9/1974	Approved	N/A
333	Preston L. McIlvaine Inc.	133-7.00-15.01	AR-1	Office Warehouse & Retail Sales	4/13/1976	Approved	N/A
1006	Briggs Enterprises, Inc.	133-7.00-13.00	AR-1	14 Lot Expansion of Existing MHP	8/17/1992	Approved	852
1086	Wheelabrator Clean Water Systems	133-2.00-54.00	AR-1	Land application of treated sludge	9/13/1994	Approved	984
1145	Preson Louis McIlvaine	133-7.00-15.01	AR-1	Professional services & repairs	2/13/1996	Approved	1078
1178	Delaware Commission of Veterans Affairs	133-7.00-8.00	AR-1	Cemetery	5/13/1997	Approved	1134
1216	Briggs Family Enterprises	133-7.00-13.00	AR-1	25 Lot Expansion to MHP	12/30/1997	Approved	1200
1372	Synagro-WWT, Inc.	133-2.00-54.00	AR-1	Sludge application	1/2/2001	Approved	1423
1400	Synagro-WFT Inc.	133-2.00-54.00	AR-1	Wastewater Treatment Biosolids	6/5/2001	Approved	1466
1408	Indian River School District (Stockley Site)	133-7.00-8.00	AR-1	Public school	7/24/2001	Approved	1481

1499	Synagro-WWT, Inc.	133-2.00-54.00	AR-1	Amend CU 1372 & 1400	8/26/2003	Approved	1629
1570	Mountaire (Colony Tract)	133-7.00-7.00	AR-1	Biosolids from wastewater treatment		Withdrawn	
1628	State of Delaware	133-7.00-8.00	AR-1	Government Building	6/14/2005	Approved	1782
1661	Synagro-WWT, Inc.	133-2.00-54.00	AR-1	Sludge application	7/18/2006	Approved	1862
1717	State of Delaware Division of Facilities	133-7.00-8.00	AR-1	State Health Care Facility	12/5/2006	Approved	1880
1767	Advanced Fiberglass Tech.	234-20.00-9.03	AR-1	Boat Repair	2/10/2009	Approved	2030
1770	Stockley Materials, LLC	133-3.00-6.00	AR-1	Borrow Pit Expansion	4/21/2009	Approved	2045
2035	Synagro Central, LLC	133-3.00-4.00	AR-1	Land application of bio-solids as agricultural fertilizer	12/15/2015	Approved	2433
2180	Robert Palmer & Laura Hudson	133-3.00-1.00	AR-1	Professional office	8/13/2019	Approved	2675
2211	Indian River School District	133-7.00-8.01	AR-1	Special Needs School	3/17/2020	Approved	2711
2534	Hardscapes Jiminez, LLC	234-20.00-11.01 & 9.01	GR	Small Business with Office, Showroom, Commercial Inventory & Parking		Pending	
2557	Stockley Materials, LLC	133-3.00-6.00	AR-1	Preparation, Processing & Material Storage in relation to the existing borrow pit		Pending	




CU2557 Stockley Materials, LLC
CU Vicinity Map
TM#133-3.00-6.00

 CU 2557 Stockley Materials
 CU 2557 CU Vicinity Map
 CU 2557 1-mile radius





CU 2557 Stockley Materials, LLC
Aerial Map
TM# 133-3.00-6.00

 CU 2557 Stockley
Materials



0 500 1,000 2,000 Feet



PLANNING & ZONING COMMISSION

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JAMIE WHITEHOUSE, MRTPI, AICP
DIRECTOR OF PLANNING & ZONING

PLANNING AND ZONING AND COUNTY COUNCIL INFORMATION SHEET

Planning Commission Public Hearing Date: April 16, 2025

Application: C/U 2557 Stockley Materials, LLC

Applicant: Stockley Materials, LLC
25154 DuPont Boulevard
Georgetown, DE 19947

Owner: Stockley Materials, LLC
25154 DuPont Boulevard
Georgetown, DE 19947

Site Location: The property is lying on the east side of Cedar Lane (S.C.R. 318) and the west side of Peterkins Road (S.C.R. 317), approximately 500 feet south of Governor Stockley Road (S.C.R. 432).

Current Zoning: Agricultural Residential (AR-1) Zoning District

Proposed Use: Preparation, processing & material storage relating to the existing borrow pit

Comprehensive Land
Use Plan Reference: Low Density Area

Councilmanic District: District 5 – Mr. John Rieley

School District: Indian River School District

Fire District: Georgetown Fire Department

Sewer: Private Septic

Water: Private Well


Site Area: 6.0 acres +/-

Tax Map ID.: 133-3.00-6.00





CU 2557 Stockley Materials, LLC
Street Map
TM# 133-3.00-6.00

 CU 2557 Stockley
 Materials



0 500 1,000 2,000 Feet





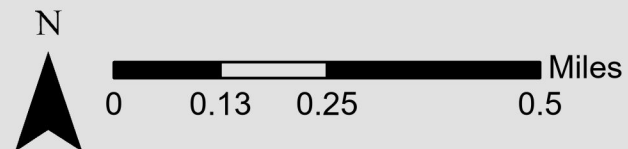
VITA, Esri, HERE, Garmin, IPC, Maxar

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
-  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

CU 2557 Stockley Materials, LLC
Zoning Map
TM# 133-3.00-6.00

 CU 2557 Stockley
 Materials



Introduced: 3/25/25

**Council District 5: Mr. Rieley
Tax I.D. No.: 133-3.00-6.00 (P/O)
911 Address: N/A**

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR THE PREPARATION, PROCESSING AND STORAGE OF MATERIAL IN RELATION TO AN EXISTING BORROW PIT TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN DAGSBORO HUNDRED, SUSSEX COUNTY, CONTAINING 82.32 ACRES, MORE OR LESS

WHEREAS, on the 4th day of October 2024, a Conditional Use application, denominated Conditional Use No. 2557 was filed on behalf of Stockley Materials, LLC; 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. 2557 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. 2557 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 Dagsboro Hundred, Sussex County, Delaware, and lying on the east side of Cedar Lane (S.C.R. 318) and the west side of Peterkins Road (S.C.R. 317), approximately 500 feet south of Governor Stockley Road (S.C.R. 432) and being more particularly described in the attached legal description prepared by Moore & Rutt said parcel containing 82.32 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.