

COUNTY COUNCIL

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



Sussex County

DELAWARE
sussexcountyde.gov
(302) 855-7743

SUSSEX COUNTY COUNCIL

AGENDA

February 24, 2026

10:00 AM

***** AMENDED on February 18, 2026 at 10:30 a.m.**

Call to Order

Approval of Agenda

Approval of Minutes - February 10, 2026

[Draft Minutes 021026](#)

Reading of Correspondence

Public Comments

Presentation – Mimi DuPont, University of Delaware Aquaculture & Hatchery

Todd Lawson, County Administrator

1. **Recognition of Retiree – Robert D. Mauch, III**
2. **Review and approval of the Property Management Agreement with the Sussex County Land Trust for the Pepper Fork Preserve**
[SCLT Agreement Pepper Fork Preserve](#)
3. **Library Advisory Board Appointment**
4. **Administrator's Report**



Kristen McAfee, Logistics Manager

1. **Discussion and Possible Action for a Request for Relocation of Paramedic Station 114**

A. **Termination of Current Lease**

B. **Approval for New Lease**

[Station 114 Relocation](#)

Paul Mauser, Assistant County Engineer

1. **Briarwood Estates Septic Elimination, Project S23-11**

A. **Recommendation to Award**

B. **Johnson, Mirmiran, & Thompson, Inc. - Amendment 5 - CA/CM Services**

[JMT Amd 5](#)

Bob Bryant, Airport Manager

1. **Taxiway B Construction – Phases V, VI and VII**

A. **Delta Airport Consultants Task Order No. 4 – Design**

[Delta Task Four](#)

2. **Runway 4 Obstruction Study**

A. **Delta Airport Consultants Task 3 - Aeronautical Obstruction Action Plan Update**

[Delta Task Three](#)

Old Business

1. **[Conditional Use No. 2530 filed on behalf of Whitney Price](#)**

“AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR SEASONAL BUNGALOWS (2 UNITS) FOR THE PURPOSE OF SHORT-TERM RENTAL TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 0.8 ACRE, MORE OR LESS” (property is located on the east side of Roxanna Road [Rt. 17] and the south side of Lucinda Drive, approximately 600 feet north of Burbage Road [S.C.R. 353]) (911 Address: 32293 Roxanna Road, Ocean View) (Tax Map Parcel: 134-12.00-379.01) ***TO ANNOUNCE P&Z RECOMMENDATION****

[Old Business CU2530](#)

2. [Change of Zone No. 2033 filed on behalf of Springpoint at Lewes, Inc. c/o Garrett T. Midgett](#)

“AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN MR-RPC MEDIUM DENSITY RESIDENTIAL - RESIDENTIAL PLANNED COMMUNITY DISTRICT TO AN MR-RPC MEDIUM DENSITY RESIDENTIAL - RESIDENTIAL PLANNED COMMUNITY DISTRICT AND TO AMEND CONDITIONS OF APPROVAL FOR C/Z 1528 (ORDINANCE NO. 1679) AND FOR C/Z 1753 (ORDINANCE NO. 2361) FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 37.97 ACRES, MORE OR LESS” (property is and lying on the northerly and northwesterly right-of-way line of Gills Neck Road [S.C.R. 267] and approximately 0.20-mile east of Kings Highway [Route 9]) (911 Address: N/A) (Tax Map Parcel: 335-8.00-43.01) TO ANNOUNCE CLOSURE OF THE RECORD

[Old Business CZ2033](#)

3. [Ordinance No. 25-02](#)

“AN ORDINANCE TO AMEND CHAPTER 90, §§90-3, 90-6 AND TO ADD NEW §§90-8, 90-9 AND 90-10; TO AMEND CHAPTER 99, ARTICLES I, II, IV, V AND VI, §§99-5, 99-7, 99-9, 99-23, 99-26 AND 99-29; TO AMEND CHAPTER 110, ARTICLES I AND III, §§110-1 AND 110-12; AND TO AMEND CHAPTER 115, ARTICLES I AND XXV, §§115-4 AND 115-193 OF THE CODE OF SUSSEX COUNTY REGARDING SEDIMENT RELEASES AND SEDIMENT CONTROL AND STORMWATER MANAGEMENT”

[Old Business Ord 25-02](#)

Jamie Whitehouse, Planning & Zoning Director

1. Update and Discussion related to County Code Ordinances focused on Land Use Reforms

Grant Requests

1. Heritage Shores Military Group for their Supporting Veterans project
[Heritage Shores Military Group](#)
2. The Shaffer Foundation of Delaware for the 5th Annual Rally for our First Responders event
[The Shaffer Foundation of Delaware](#)
3. Town of Laurel for their first annual Laurel Heritage Day
[Town of Laurel](#)

Introduction of Proposed Zoning Ordinances

[Ord Intros CU2631 CU2563 CU2551 CU2540 CU2554 CU2604 CZ2057](#)

Council Members' Comments

Executive Session - Land Acquisition & 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. 2534 filed on behalf of Hardscapes Jimenez, LLC](#)**

“AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A GR GENERAL RESIDENTIAL DISTRICT FOR A HARDSCAPE BUSINESS WITH AN OFFICE, SHOWROOM, STORAGE, AND PARKING TO BE LOCATED ON CERTAIN PARCELS OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 3.14 ACRES, MORE OR LESS” (properties are lying southwest of the intersection of Morris Mill Road [S.C.R. 297] and Zoar Road [S.C.R. 48], approximately 0.6 mile east of Peterkins Road [S.C.R. 371]) (911 Address: N/A & 25064 Morris Mill Road, Millsboro) (Tax Map Parcel: 234-20.00-9.01 & 11.01)

[Public Hearing CU2534](#)

2. **[Conditional Use No. 2538 filed on behalf of Jeffrey Baughman](#)**

“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” (property is 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]) (911 Address: 8848 September Way, Lincoln) (Tax Map Parcel: 230-5.00-6.00)

[Public Hearing CU2538](#)

3. **[Conditional Use No. 2612 filed on behalf of Brian P. Lessard](#)**

“AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A GR GENERAL RESIDENTIAL DISTRICT AND AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO AMEND CONDITION “A” OF CONDITIONAL USE NO. 2129 (ORDINANCE NO. 2603) AND CONDITIONAL USE NO. 2235 (ORDINANCE NO. 2773) AND FOR THE ADDITION OF 41 RV PARKING SPACES TO THE EXISTING MINI STORAGE FACILITY TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 11.70 ACRES, MORE OR LESS” (property is lying on the southeast corner of Argos Corner Road [S.C.R. 14E] and Coastal Highway [Route 1]) (911 Address: 22692 & 22754 Argos Corner Road, Milford) (Tax Map Parcel: 230-7.00-95.00)

[Public Hearing CU2612](#)

4. **[Conditional Use No. 2480 filed on behalf of DJ Tire Center, LLC](#)**

“AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR AN AUTO TIRE CENTER TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 1.0 ACRE, MORE OR LESS” (property is lying on the east side of Downs Road [S.C.R. 243], approximately 0.45 mile northeast of Wilson Road [S.C.R. 244]) (911 Address: 18651 Downs Road, Georgetown) (Tax Map Parcel: 135-9.00-280.00)

[Public Hearing CU2480](#)

5. [Conditional Use No. 2622 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 TO AMEND CONDITION K OF CONDITIONAL USE NO. 2583 (ORDINANCE NO. 4003) TO ALLOW FOR YEAR-ROUND OUTDOOR STORAGE TO REMAIN ON THE PROPERTY AS PART OF A CAMPGROUND FOR THE UNHOUSED TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 7.16 ACRES, MORE OR LESS” (property is lying 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]) (911 Address: 17996 Coastal Highway, Lewes) (Tax Map Parcel: 334-6.00-526.01)

[Public Hearing CU2622](#)

*****Per 29 Del. C. §10004 (e) (5) and Attorney General Opinion No. 13-IB02, this agenda was amended to provide additional clarification for Conditional Use No. 2530 filed on behalf of Whitney Price**

Adjourn

-MEETING DETAILS-

In accordance with 29 Del.C. §10004(e)(2), this Agenda was posted on February 17, 2026 at 3:15 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://sussexcountyde.gov/council-chamber-broadcast>.

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

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

To join the meeting via telephone, please dial:

Conference Number: 1-302-394-5036

Conference Code: 570176

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

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

Any person who intends to present a digital presentation or document, including PowerPoint files, for electronic display during County meetings shall submit said file(s) in advance, no later than one (1) business day before the respective public meeting. Files may be sent electronically to councilpackets@sussexcountyde.gov or delivered by hand to County Administration, located in the Sussex County Administrative Offices, 2 The Circle, in Georgetown. No external storage devices shall be permitted to connect to County equipment.

SUSSEX COUNTY COUNCIL - GEORGETOWN, DELAWARE, FEBRUARY 10, 2026

A regularly scheduled meeting of the Sussex County Council was held on Tuesday, February 10, 2026, at 1:00 p.m., in Council Chambers, with the following present:

Douglas B. Hudson	President
John L. Rieley	Vice President
Jane Gruenebaum	Councilwoman
Matt Lloyd	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 052 26
Approve
Agenda**

Mr. Lawson reported that Executive Session – Land Acquisition and possible action on Executive Session Items could be removed. A Motion was made by Mr. Rieley, seconded by Mr. Lloyd, to approve the Agenda, as amended.

Motion Adopted: 4 Yeas, 1 Absent

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

Minutes

The minutes from February 3, 2026 were approved by consensus.

**Corre-
spondence**

Mr. Moore reported that correspondence was received from Boy Scouts of America thanking Council for their support.

**Public
Comments**

There were no public comments.

**M 053 26
Approve
Consent
Agenda**

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

**Use of Existing Infrastructure Agreement, IUA-1289
Heritage Shores, Phase 7B, Western Sussex Area**

Motion Adopted: 4 Yeas, 1 Absent

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

Recognition Mr. Lawson recognized those that donated and contributed for the Caroling on the Circle Food Drive. Mr. Chad Robinson, Vice President of External Affairs for the Food Bank of Delaware provided Council with an update of their services.

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

1. Projects Receiving Substantial Completion

Per the attached Engineering Department Fact Sheets, Silver Woods Villas Phase 2C (Construction Record) and Phase 2D (Construction Record) received substantial completion effective February 2, 2026.

2. Council Meeting Schedule

A reminder that Council will not meet on Tuesday, February 17th. The next regularly scheduled Council meeting will be held on Tuesday, February 24th.

3. Beatrice Wright

It is with great sadness that we inform you that pensioner, Beatrice Wright, passed away on Wednesday, February 4, 2026. Mrs. Wright began her career with Sussex County in December 1991 where she worked until July 2009 for a total of 17 years of service. Her last position with the County was Accountant II. We would like to extend our condolences to the Wright family.

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

BOAR Appointment Gina Jennings, Finance Director, reported that an appointment is needed for the Board of Assessment Review.

M 054 26 Approve BOAR Appointment A Motion was made by Mr. Rieley, seconded by Ms. Gruenebaum, be it moved that Sussex County Council appoints Mr. Geoffrey Howard to the Board of Assessment Review for a term ending in December 2028.

Motion Adopted: 4 Yeas, 1 Absent

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

EOP Resolution Robbie Murray, Director of Public Safety presented a Resolution related to the Emergency Operations Plan for Council's consideration.

M 055 26 **A Motion was made by Mr. Lloyd, seconded by Ms. Gruenebaum to Adopt**
Adopt **Resolution No. R 001 26 entitled “TO APPROVE THE 2026 SUSSEX**
Resolution **COUNTY EMERGENCY OPERATIONS PLAN AND GRANT THE**
No. R 001 26 **DIVISION OF EMERGENCY MANAGEMENT WITHIN THE SUSSEX**
EOP **COUNTY DEPARTMENT OF PUBLIC SAFETY THE AUTHORITY TO**
 ADMINISTER THE PLAN AFTER THE SUSSEX COUNTY COUNCIL
 PRESIDENT AND/OR DESIGNEE ACTIVATES THE PLAN”.

Motion Adopted: 4 Yeas, 1 Absent

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

Ord Intro **There were no Ordinances for Introduction.**

SCUSSD **John Ashman, Director of Utility Planning & Design Review presented an**
Expansion **approval of Unified Sanitary sewer district expansion for Council’s**
Request **consideration.**

M 056 26 **A Motion was made by Mr. Rieley, seconded by Mr. Lloyd to Adopt**
Adopt **Resolution No. R 002 26 entitled “THE OAK ROAD AREA OF THE**
Resolution **SUSSEX COUNTY UNIFIED SANITARY SEWER DISTRICT**
No. R 002 26 **DECLARED UNDER THE PROVISIONS OF TITLE 9, CHAPTER 65 OF**
SCUSSD **THE DELAWARE CODE”**
Expansion

Motion Adopted: 4 Yeas, 1 Absent

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

CM
Comments **There were no Council Member comments.**

M 057 26 **At 1:25 p.m., a Motion was made by Mr. Lloyd, seconded by Ms.**
Recess **Gruenebaum to recess until 1:30 p.m. Public Hearings.**

Motion Adopted: 4 Yeas, 1 Absent

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

M 058 26 **At 1:31 p.m., a Motion was made by Mr. Lloyd, seconded by Ms.**
Reconvene **Gruenebaum to reconvene.**

Motion Adopted: 4 Yeas, 1 Absent

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

Rules

Mr. Moore read the rules of procedure for zoning matters.

**Public
Hearing/
CU2607**

A Public Hearing was held on a Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR AN EMERGENCY VEHICLE OPERATIONS COURSE, VEHICLE STORAGE, CLASSROOM, AND PAVILLION TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 839.05 ACRES, MORE OR LESS” (property is located on the east side of Patriots Way [S.C.R. 318], approximately 0.66 mile south of Zoar Road [S.C.R. 48]) (911 Address: N/A) (Tax Map Parcel: 133-7.00-8.00) filed on behalf of State of Delaware Office of Management & Budget.

Jamie Whitehouse, Planning & Zoning Director, presented application.

The Planning & Zoning Commission held a Public Hearing on the application on January 7, 2026. At the meeting of January 7, 2026, the Planning & Zoning Commission recommended approval of the application for the 5 reasons of approval and subject to the 3 recommended conditions of approval as outlined.

The Council found that Mr. Jonathan Richard, P.E. with Becker Morgan Group, spoke on behalf of the Applicant, State of Delaware Office of Management & Budget; that also present was Captain Windish with the Delaware State Police. Mr. Richard stated that the requested Conditional Use is for the Delaware State Police, Troop 4 Emergency Vehicle Operation Course, also known as EVOC for short; that the property is located on the west side of Patriots Way, across from the new Troop 4 police barracks that is currently under construction; that the site is zoned AR-1 (Agriculture Residential); that the total area proposed to be utilized is 21.5 acres; that the EVOC was on the original Troop 4 portion of the project; that there was a curveball thrown during construction, immediately as shovels were placed into the ground, with the Delaware Commission of Veteran Affairs; that the State Police pivoted with the Office of Management and Budget, proposing the EVOC to be placed across the street, on the west side of Patriots Way; that the previous Conditional Use application was approved by the Sussex County Council in January 2024; that the EVOC is an emergency vehicle operation course, which provides training; that there is a large paved area; that proposed is a three-sided pavilion that is dedicated as a classroom for teaching purposes; that they propose approximately 24 spaces for troopers who come to train at the facility.

There were no public comments.

The Public Hearing and public record were closed.

**M 059 26
Adopt
Ordinance
No. 4040/
CU2607**

A Motion was made by Mr. Rieley, seconded by Ms. Gruenebaum to Adopt Ordinance No. 4040 entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR AN EMERGENCY VEHICLE OPERATIONS COURSE, VEHICLE STORAGE, CLASSROOM, AND PAVILLION TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 839.05 ACRES, MORE OR LESS” for the reasons and conditions given by the Planning & Zoning Commission as follows:

- 1. The use is for a very public purpose- the Delaware State Police.**
- 2. The training course will promote the health, safety, and welfare of Sussex County residents and visitors.**
- 3. The site is appropriate for this use. It is next to the new Delaware State Police Troop 4 site, and there are other State facilities and public uses in this immediate area. It is in a location that provides centralized access to many points in Sussex County.**
- 4. The use will not adversely affect neighboring properties or roadways.**
- 5. No parties appeared in opposition to this application.**
- 6. This recommendation is subject to the following conditions:**
 - a. The site shall comply with all DelDOT entrance and roadway improvement requirements.**
 - b. The site shall comply with all requirements of the Sussex Conservation District.**
 - c. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning and Zoning Commission.**

Motion Adopted: 4 Yeas, 1 Absent

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

**Public
Hearing/
CU2603**

A Public Hearing was held on a Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A B-1 NEIGHBORHOOD BUSINESS AND MR MEDIUM DENSITY RESIDENTIAL DISTRICT FOR IMPROVEMENTS TO AN EXISTING WATER TREATMENT FACILITY TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 0.91 ACRES, MORE OR LESS” (property is located south of Maryland Avenue and east of North Bay Shore Drive [Rt. 16], approximately 430 feet north of Broadkill Road [S.C.R. 5]) (911 Address: 103 Maryland Avenue, Milton) (Tax Map Parcel: 235-4.13-64.00) filed on behalf of Tidewater Utilities, Inc.

**Public
Hearing/
CU2603
(continued)**

Jamie Whitehouse, Planning & Zoning Director, presented the application.

The Planning & Zoning Commission held a Public Hearing on the application on January 7, 2026. At the meeting of January 7, 2026, the Planning & Zoning Commission recommended approval of the application for the 5 reasons of approval and subject to the 5 recommended conditions of approval as outlined.

The Council found that Mr. Brian Miller, P.E., with Pennoni, spoke on behalf of the Applicant, Tidewater Utilities, Inc.; that also present was Mr. Eugene Catipay, Project Engineer. Mr. Miller stated that their Conditional Use was to request the extension of the existing Conditional Use for the existing water treatment plant; that Tidewater has the goal of updating the water treatment facility to address both the existing need and the projected needs; that currently there is an existing 30,000 gallon, horizontal storage tank, which is the maximum volume permitted to be stored on the site; that with the 731 existing units they are currently serving, they do not have enough storage at the site for their full average of operations, when considering 210 gallons per day as an average for each unit; that they propose a 36 foot diameter storage tank be placed to increase their capacity for storage at the site, in order to meet their future needs for up to approximately 1,040 units, and upwards of 218,000 gallons; that the new tank would be constructed on the site within the required setbacks; that the existing tank would be removed once the other tank was in place and ready for operations; that Mr. Miller presented illustrations of the proposed tank; that he believed it to be less than 40 feet in height, but stated that the height would be within the required height dimensions and requirements of the Zoning Code; and that the basis of their request was to replace the facility to meet the needs of the community.

There were no public comments.

The Public Hearing and public record were closed.

**M 060 26
Adopt
Ordinance
No. 4041/
CU2603**

A Motion was made by Ms. Gruenebaum, seconded by Mr. Rieley to Adopt Ordinance No. 4041 entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A B-1 NEIGHBORHOOD BUSINESS AND MR MEDIUM DENSITY RESIDENTIAL DISTRICT FOR IMPROVEMENTS TO AN EXISTING WATER TREATMENT FACILITY TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 0.91 ACRES, MORE OR LESS” for the reasons and conditions given by the Planning & Zoning Commission as follows:

- 1. This project benefits the health, safety, and welfare of the residents in the area.**
- 2. The improvements will provide for water supply to current and future area residents by replacing the existing tank with a larger one**

**M 060 26
Adopt
Ordinance
No. 4041/
CU2603
(continued)**

- that provides the capacity needed for additional fire flow and additional average demand.
3. Fire protection capabilities will be further enhanced in the area.
 4. The project will not have an adverse impact on neighboring properties or community.
 5. Water utility operations, like those in this project, are subject to substantial regulations by the Public Service Commission, DNREC, Public Health, State Fire Marshal, FAA, and among others.
 6. This recommendation for approval is subject to the following conditions:
 - a. The water tank shall remain under 42 feet in height and 40 feet in diameter.
 - b. The tank shall be painted in a neutral color, and no signage or other lettering shall be permitted on it.
 - c. Structural design and operation of the water facility shall comply at a minimum with industry standards, such as the American Water Works Association.
 - d. One lighted ground-level sign shall be permitted, identifying the owner and providing emergency contact information.
 - e. The Site Plan shall be subject to review and approval by the Planning & Zoning Commission, upon receipt of all applicable agency approvals.

Motion Adopted: 4 Yeas, 1 Absent

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

**Public
Hearing/
CU2509**

A Public Hearing was held on a Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A PROFESSIONAL OFFICE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 1.00 ACRE, MORE OR LESS” (property is lying on the west side of John J. Williams Highway [Rt. 24], approximately 100 feet north of Legion Road [S.C.R. 298]) (911 Address: 26406 John J. Williams Hwy., Millsboro) (Tax Map Parcel: 234-29.00-45.00) filed on behalf of Juan Edward Johnson.

Jamie Whitehouse, Planning & Zoning Director, presented the application.

The Planning & Zoning Commission held a Public Hearing on the application on December 10, 2025. At the meeting of January 7, 2026, the Planning & Zoning Commission recommended approval of the application for the 6 reasons of approval and subject to the 9 recommended conditions of approval as outlined.

The Council found that Mr. Juan Johnson spoke on behalf of his

**Public
Hearing/
CU2509
(continued)**

application. Mr. Johnson stated that he purchased the property and wants to put his business there; that he read all of the conditions given by the Commission and they are acceptable to him; that there were no requirements from DelDOT; that there are only about 10 people in and out a day including employees; that the current house on the property is what is planned to be used for the business.

There were no public comments.

The Public Hearing and public record were closed.

**M 061 26
Adopt
Ordinance
No. 4042/
CU2509**

A Motion was made by Mr. Rieley, seconded by Ms. Gruenebaum to Adopt Ordinance No. 4042 entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A PROFESSIONAL OFFICE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 1.00 ACRE, MORE OR LESS” for the reasons and conditions given by the Planning & Zoning Commission as follows:

- 1. There is a home that currently exists on the property. This application seeks to allow the conversion of the existing home into a professional office.**
- 2. The property is located along Route 24 and is to be used by the Applicant in his insurance business. Route 24 is one of the main north-south roadways in Sussex County. It is in an area where a variety of business and commercial uses exist. This location is appropriate for this use as a small professional office.**
- 3. The Applicant has stated that this site will only be used as a small office. There will not be any retail sales or other types of uses that generate excessive traffic to or from the site.**
- 4. There is no evidence in the record that the use would have any adverse effect on area roadways or neighboring properties.**
- 5. The property is located within the Coastal Area according to the Sussex County Comprehensive Plan. Professional Offices like this are appropriate in this Area according to the Plan.**
- 6. No parties appeared in opposition to the application.**
- 7. This recommendation is subject to the following conditions:**
 - a. The use shall be limited to use as a professional office.**
 - b. One lighted sign shall be permitted. It shall not exceed 32 square feet per side.**
 - c. The applicant shall comply with any DelDOT entrance and roadway improvement requirements.**
 - d. Parking areas for all vehicles and equipment shall be shown on the Final Site plan and clearly marked on the site itself. No parking shall be allowed in the front yard setback.**
 - e. All dumpsters shall be screened from view of neighboring properties and roadways.**

**M 061 26
Adopt
Ordinance
No. 4042/
CU2509
(continued)**

- f. All security lighting shall be directed downward so that it does not shine on neighboring properties or roadways.**
- g. The hours of operation shall be limited to 8:30 a.m. until 5:00 p.m., Monday through Friday, and 8:30 a.m. until noon on Saturdays. No Sunday hours shall be permitted.**
- h. Failure to comply with these conditions may result in the revocation of the Conditional Use approval.**
- i. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning and Zoning Commission.**

Motion Adopted: 4 Yeas, 1 Absent

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

**Public
Hearing/
CU2530**

A Public Hearing was held on a Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR SEASONAL BUNGALOWS (2 UNITS) FOR THE PURPOSE OF SHORT-TERM RENTAL TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 0.8 ACRE, MORE OR LESS” (property is located on the east side of Roxanna Road [Rt. 17] and the south side of Lucinda Drive, approximately 600 feet north of Burbage Road [S.C.R. 353]) (911 Address: 32293 Roxanna Road, Ocean View) (Tax Map Parcel: 134-12.00-379.01) filed on behalf of Whitney Price.

Jamie Whitehouse, Planning & Zoning Director, presented the application.

The Planning & Zoning Commission held a Public Hearing on the application on January 7, 2026. At the meeting of February 4, 2026, the Planning & Zoning Commission discussed the application and deferred action on the application for further consideration.

The Council found that Ms. Whitney Price spoke on behalf of her application. Ms. Price stated that she operates an Airbnb called Bohemian Rhapsody; that she has two sheds in her backyard as well as outdoor plumbing, gardening; that she only rents to one booking at a time, for up to six people at a time; that the Airbnb is located in her backyard, and is a part of her home; that she does not accept automatic bookings; that her guests must request to stay, at which point she looks to see if the guest has any reviews from Airbnb; that she only operates from May 1st to October 31st each year; that it is a summer side hustle; that she did not realize she had to get a Conditional Use to operate this business on her property; that in the Fall of 2023, a Constable showed up at her property to tell her that she needed to apply for a Conditional Use permit; that she immediately began working on the items needed; that DeIDOT stated that there was nothing she needed to do; that her neighbor wrote a letter that

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CU2530
(continued)**

stated that he had no problem with her Air BNB being within 5 feet of his property shed; that she was told that it would take 12-18 months before she would receive a hearing date; that she was informed that she could continue her operation until her hearing date; that DelDOT sent Mr. Whitehouse a letter that stated that they considered the traffic impact to be diminutive and they did not recommend a TIS; that she reached out to DNREC regarding using her existing system; that she has applied for a variance regarding the one property shed being too close to the property line; that she has located information that shows she has access to use Lucinda Drive; that she has done everything that has been asked from her; that she requested permission to open up reservations for the 2026 season; that she has a petition with neighbors in support; that there is one neighbor opposing her application due to their concern of safety for her guests; that she has a fire extinguisher and carbon monoxide detector in both sheds; that there are no cooking appliances or open flames permitted; that emergency vehicles have access to two entrances on her property; that there is only 1/3 of Lucinda Drive being used by her clients; that one of her neighbors collects money from everyone and takes care of the road; that she contributes annually to fill in the potholes for the entire drive; that part of her appeal for her place is that they have their own driveway; that if operating her proposed schedule is too long for the complaining neighbor, she is open to shortening up her schedule; that she has concerns about her property being viewed and referenced as a campground as discussed during the Planning & Zoning meeting; that this is part of her home and it is not a campground; that she is only requesting to keep what she has to remain the same; that guests have the whole backyard when they book; that she believes that her business is appropriate according to the Comprehensive Plan; that guests visit local businesses; that they choose her spot because of privacy; that her guests love the outdoors and nature; that she requests that her Conditional Use application be approved.

Mr. Whitehouse discussed how the language of campground relates to the County Code.

Mr. Ben Price spoke in favor of the application.

Ms. Alora Spenceson spoke in favor of the application.

**M 062 26
Defer
Action/
CU2530**

A Motion was made by Mr. Rieley, seconded by Mr. Lloyd, to defer action on a Proposed Ordinance entitled "AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR SEASONAL BUNGALOWS (2 UNITS) FOR THE PURPOSE OF SHORT-TERM RENTAL TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 0.8 ACRE, MORE OR LESS" and to leave the record open for the purpose of receiving the recommendation of the Planning & Zoning Commission and allow the 5 business day comment period in writing after the recommendation is received from the

Commission.

Motion Adopted: 4 Yeas, 1 Absent

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

**Public
Hearing/
CU2544**

A Public Hearing was held on a Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR THE EXTENSION OF EMPLOYEE PARKING, SELF-STORAGE, AND CONTAINER STORAGE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY CONTAINING 5.23 ACRES, MORE OR LESS” (property is located on the west side of Old Stage Road [S.C.R. 461] at the intersection of Old Stage Road [S.C.R. 461] and Trussum Pond Road [S.C.R. 462]) (911 Address: 32120 Old Stage Rd., Laurel) (Tax Map Parcel: 332-2.00-79.01) filed on behalf of Waste Management Delaware, Inc.

Jamie Whitehouse, Planning & Zoning Director, presented the application.

The Planning & Zoning Commission held a Public Hearing on the application on January 7, 2026. At the meeting of January 21, 2025, the Planning & Zoning Commission recommended approval of the application for the 5 reasons of approval and subject to the 11 recommended conditions of approval as outlined.

The Council found that Mr. James Fuqua, Esq., with Fuqua, Willard & Schab P.A., spoke on behalf of the Applicant, Waste Management of Delaware, Inc.; that also present was Mr. Pete Grim, District Manager for Waste Management of Delaware, Inc. Mr. Fuqua stated that an exhibit packet was submitted for the record; that the application is requesting a Conditional Use for a 5.2 acre parcel; that the site is located on the northwest corner of the intersection of Trussum Pond Road and Old Stage Road; that the 5.2 acre parcel is located adjacent to a 12 acre parcel that is also owned by Waste Management; that the 12 acre parcel is the location of site for the company’s maintenance and repair facility and is zoned C-1; that the current Conditional Use requests an expansion of the existing uses that are located on the 12 acre parcel to allow the business to expand onto the five acre parcel; that the expanded use would basically be for employee parking; that two additional self-storage facilities are proposed; that there are two self-storage facilities currently located on the 12 acre parcel; that the Conditional Use also requests the storage of trucks and containers; that the site is located along Trussum Pond Road, just southeast of the Johnny Janosik furniture store; that along the road there are a number of different businesses and commercial uses; that Waste Management purchased the 12 acre parcel in 2018, at which time they converted an existing shop on the

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(continued)

site to their maintenance and repair shop; that there are also two storage buildings that were located on the property; that at that time, they operated under the name Trussum Pond Self Storage; that in 2021, the owner of the five acre parcel contacted Waste Management to inquire about their interest in purchasing their property; that Waste Management subsequently purchased the five acre property; that at the time of purchase, there was an old house on the property, which was demolished; that there were very old, large chicken house on the property which were also demolished; that there was a security fence erected around the perimeter of the five acre parcel; that the current application request is for a Conditional Use for the expansion of the existing uses of the 12 acre parcel onto the five acre parcel; that a Zoning Map and Future Land Use Map were submitted as part of the Applicant's Exhibit Book; that when coming down Trussum Pond Road, most of the land located on the south side is zoned C-1 (General Commercial); that basically, all the land on the north side, with the exception of the subject five acre parcel, is zoned C-1 (General Commercial); that the land located directly across the road is zoned AR-1 (Agricultural Residential); that there are two nearby properties to the site designated as an Industrial Area, according to the Sussex County Future Land Use Map; that the property catty-corner from the site is also zoned C-1 (General Commercial); that when Waste Management first contacted him in 2022, they had to decide whether to request for a Conditional Use or a Change of Zone; that the Conditional Use is generally easier, yet a Change of Zone is generally more valuable and adds value to the land; that based on the zoning of the area and the nature of the Future Land Use Map, they felt it was appropriate to request a Change of Zone; that at that time they applied for a C-3 (Heavy Commercial); that they would have requested C-1 (General Commercial) at the time, however the C-1 District is now closed, and can longer be requested for rezoning; that they felt the C-3 (Heavy Commercial) District was the closest thing to a C-1 (General Commercial) District, and seemed appropriate; that the Change of Zone application was filed; that at that time the Commission unanimously recommended approval of the C-3 (Heavy Commercial) re-zoning; that the application went before the Sussex County Council on January 24, 2025; that County Council, after deferring for several months, denied the application; that within the Council's denial decision, it was stated that they felt the C-3 (Heavy Commercial) Zoning was too great of a zone, allowing too many permitted uses, and they stated that the C-2 (Medium Commercial) or B-2 (Business Community District) would be appropriate; that they have now returned with a Conditional Use requesting the expansion of parking, self-storage, and the storage area for the trucks and containers; that the application went before the Planning & Zoning Commission on January 7, 2026; that the Commission recommended approval subject to several conditions; that he reviewed the conditions recommended by the Commission; that there is one possible change that they would like to consider; that the Commission did not authorize the additional two self-storage buildings; that this is a successful business that is expanding; that

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from the prior record previously submitted, the PLUS review indicated that the rezoning was consistent with the 2020 State Strategies Plan, and that it was an appropriate use to be located within an Investment Level 3, since it was an expansion of an existing business; that DelDOT indicated that even the C-3 (Heavy Commercial) rezoning would not have resulted in any traffic impact or at least an impact they considered to be diminutive; that based on the information provided they felt the Conditional Use request was appropriate for the area.

A discussion was held about the two storage buildings.

There were no public comments.

The Public Hearing and public record were closed.

**M 063 26
Add
Condition L/
CU2544**

A Motion was made by Mr. Lloyd, seconded by Ms. Gruenebaum to add Condition L to read “This application includes the ability to construct two mini-storage buildings as the application was submitted”.

Motion Adopted: 3 Yeas, 2 Absent

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

**M 064 26
Adopt
Ordinance
No. 4043/
CU2544**

A Motion was made by Mr. Lloyd, seconded by Mr. Rieley to Adopt Ordinance No. 4043 entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR THE EXTENSION OF EMPLOYEE PARKING, SELF-STORAGE, AND CONTAINER STORAGE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY CONTAINING 5.23 ACRES, MORE OR LESS” for the reasons and conditions given by the Planning & Zoning Commission as follows and as amended by this Council:

1. This property is located along Trussum Pond Road, a short distance from Route 13, one of the most heavily travelled roads in Sussex County. This is an appropriate location for the limited expansion of the Applicant’s existing use on the adjacent property through this conditional use.
2. The parcel is in an area where there are many business and commercial zonings and uses. All of the land on the north side of Trussum Pond Road from Route 13 to Old Stage Road, except for this property, is Zoned C-1. All of the land on the south side of Trussum Pond Road is also Zoned C-1. This use will be consistent with the surrounding area and uses.
3. The property is intended as an expansion of the Applicant’s uses that currently exist on its adjacent C-1 property just to the west of this

**M 064 26
Adopt
Ordinance
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(continued)**

- site. Although there were comments made during the hearing about the possible impacts of the Applicant's business, these uses can already occur on the Applicant's C-1 land. This conditional use allows a reasonable expansion of the Applicant's use but protects the neighboring properties through appropriate conditions.
4. This property is located in the Developing Area according to the current Sussex County Land Use Plan. This proposed conditional use is appropriate in this Area according to the Plan.
 5. The proposed rezoning meets the general purpose of the Zoning Code by promoting the orderly growth, convenience, order, prosperity, and welfare of the County.
 6. This recommendation is subject to the following uses:
 - a. The use of this site shall be limited to employee parking and empty container storage. No trash trucks or filled containers shall be stored or temporarily parked on the site at any time. No cleaning of equipment, trucks or containers shall occur on this site.
 - b. All lighting on the site shall be downward screened so that it does not shine on neighboring properties or roadways.
 - c. There is an existing fence with screening installed around the site along Trussum Pond Road and Old Stage Road. This fence, and the screening it provides, shall be maintained at all times. In addition, there shall be a vegetated buffer planted along the outside perimeter of this fence along these roads to further screen the facility from the view of the roadways and the residential properties across the street. This buffer will also help block noise that may come from the site. These plantings shall comply with the requirements of Section 99-21A A (2) and (3) of the Sussex County Code. The details of the buffer shall be shown on the Final Site Plan.
 - d. There shall not be an entrance or exit from this site directly onto either Trussum Pond Road or Old Stage Road. Instead, this site shall be accessed entirely through the Applicant's existing property next to this site.
 - e. No signage for the Applicant's business shall be permitted on this site. Any signage for the use shall be limited to the Applicant's adjacent property.
 - f. All vehicle parking and container storage areas shall be clearly marked on the final site plan and on the site itself.
 - g. No trash or other debris shall be permitted to accumulate on the site.
 - h. Any lighting on the site shall be downward screened so that it does not shine on neighboring properties or roadways.
 - i. No trucks or other vehicles associated with the use or the Applicant's business shall be permitted to park or idle along Trussum Pond Road or Old Stage Road at any time. The Applicant shall install signage along both of these roadways prohibiting such parking or idling. The location of these signs

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- shall be shown on the Final Site Plan.
- j. Failure to comply with any of these conditions may be grounds for the 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.**
 - l. This application includes the ability to construct two mini-storage buildings as the application was submitted.**

Motion Adopted: 3 Yeas, 1 Absent, 1 Nay

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

**Public
Hearing/
CZ2033**

A Public Hearing was held on a Proposed Ordinance entitled “AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN MR-RPC MEDIUM DENSITY RESIDENTIAL - RESIDENTIAL PLANNED COMMUNITY DISTRICT TO AN MR-RPC MEDIUM DENSITY RESIDENTIAL - RESIDENTIAL PLANNED COMMUNITY DISTRICT AND TO AMEND CONDITIONS OF APPROVAL FOR C/Z 1528 (ORDINANCE NO. 1679) AND FOR C/Z 1753 (ORDINANCE NO. 2361) FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 37.97 ACRES, MORE OR LESS” (property is and lying on the northerly and northwesterly right-of-way line of Gills Neck Road [S.C.R. 267] and approximately 0.20-mile east of Kings Highway [Route 9]) (911 Address: N/A) (Tax Map Parcel: 335-8.00-43.01) filed on behalf of Springpoint at Lewes, Inc. c/o Garrett T. Midgett.

Jamie Whitehouse, Planning & Zoning Director, presented the application.

The Planning & Zoning Commission held a Public Hearing on the application on December 10, 2025. At the meeting of January 21, 2026, the Planning & Zoning Commission recommended approval of the application for the 11 reasons of approval and subject to the 7 recommended conditions of approval as outlined.

The Council found that Ms. Mackenzie Sindelar, Esq. with Saul Ewing, LLP, spoke on behalf of the Applicant, Springpoint at Lewes, Inc.; that also present were Mr. Garrett Midgett, Senior Vice President, Treasurer and Chief Financial Officer of Springpoint at Lewes Inc., Mr. Michael Locurrcio, Corporate Director of Project Planning & Facilities Management and Mr. Steven Fortunato, P.E. with Bohler. Mrs. Sindelar stated that the Applicant proposes an amendment to the Comprehensive Zoning Map of Sussex County, Delaware, for the property located on the northern side of Gills Neck Road, the southern side of East Cadbury Circle, and east of Kings Highway; that property is identified as Tax Map Parcel No. 335-8.00-43.01; that specifically, the Applicant seeks to change the

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designation from an MR-RPC (Medium Density Residential – Residential Planned Community) to an MR-RPC (Medium Density Residential – Residential Planned Community), with the objective of increasing the total number of units to 273 for a net gain of 56 units, adding new amenities, expanding the community center, and permitting the total number of units within the healthcare center at 85 units; that additionally, in connection with the request, the Applicant’s proposing amendments to the Conditions of Approval for C/Z 1528, which was approved under Ordinance No. 1679 and C/Z 1753, which was approved under Ordinance No. 2361; that the need for improvements and facilities is evident; that the demand for senior living and care facilities in the County is on the rise, which is driven by demographic trends and the increasing need for specialized care options for an aging population; that several key indicators illustrate the growing demand in the area, and specifically at The Moorings at Lewes; that an example of this is that prospective residents currently wait 12 to 18 months for units; that the submitted Exhibit Booklet included 20 exhibits; that since then, a revised plan was submitted which designated an area that was previously meant solely for pickleball courts as a multi-use recreational area; that a buffer exhibit was submitted into the area; that previously the property had existed within the AR-1 (Agricultural Residential) Zoning District, in relation to the two prior MR-RPC approval requests; that historically, the lands had been agricultural lands; that as part of the approval of C/Z 1528, there was a MR-RPC approval for a total of 95.2 acres, with Parcel A, for the retirement community, which was previously known as Cadbury; that the retirement community is now referred to as The Moorings at Lewes; that Parcel B was approved for a residential development, now known as Breakwater; that the prior Ordinances were included within the submitted record; that on April 5, 2014, the Sussex County Council approved C/Z 1753 by the adoption of Ordinance No. 2361, which expanded Cadbury at Lewes by five acres, to allow for an additional 32 units, bringing the total number of units to 215; that The Moorings at Lewes, previously known as Cadbury at Lewes, is a life plan community in Sussex County, located near the City of Lewes; that it is a continuing care retirement community (known as CCRC), which offers independent living, assisted living, memory care, skilled nursing, and rehabilitation services; that The Moorings at Lewes is owned and operated by the Applicant; that surrounding uses include area such as Henlopen Gardens, The Lodge, which was recently approved for senior living, Showfield, Jefferson Apartments, Hawkseye, Mitchell’s Corner, Governors, and Senators, which are all residential; that there are nearby commercial uses consisting of Lane Builders, Big Oyster Brewery, and across the street from Cape Henlopen High School; that the project consists of approximately 37.97 acres; that the site is zoned MR (Medium Density Residential) with an RPC (Residential Planned Community) overlay; that surrounding properties are zoned similarly, being AR-1 (Agricultural Residential), CR-1 (Commercial Residential), C-1 (General Commercial), C-2 (Medium Commercial), C-3 (Heavy Commercial) and B-1 (Neighborhood Business); that the site is

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located within the Coastal Area according to the Future Land Use Map; that the Coastal Area is a designated Growth Area; that the site is located within Investment Level 1, and therefore the development is considered consistent with the State Strategies for State Policies and Spending Map; that water is currently provided by Tidewater; that sanitary sewer is currently provided by Sussex County; that electric is provided by Delaware Electric Cooperative; that DelDOT reviewed and completed their Service Level Evaluation, which confirmed the traffic impact of the proposed 56 unit increase, as having a negligible impact, and therefore no TIS (Traffic Impact Study) was required; that the existing entrance and right of way improvements along Gills Neck Road will continue to serve the community; that there is a requirement for a new left turn lane with a shared use path as well; that the project is not located within a Wellhead Protection Area; that there are no wetlands or resources located on the site; that overall, the total increase would be for 273 units; that this application would add amenities and permit 85 units within the healthcare center; that four single cottages would be removed; that two duplexes, consisting of four units would be removed; that 21 single unit cottages are proposed, as well as 43 apartment units; that the proposed additional units would result in a net increase of 56 units; that the revised total would be 40 duplex units, 21 single cottage units, and 127 multi-family units, along with the 85 healthcare center rooms; that there is no phasing planned for the project, however, there are some residents required to be relocated; that a total of eight families are required to be relocated; that five families have already moved; that a sixth resident has completed a walk through for her unit and has communicated that she is delighted and ready for her relocation; that the seventh family has identified a preferred cottage location but wishes to finalized their plan after the approval; that the intent is for her client to start with cottage construction in the back of the community, and then continue simultaneously, with the rest of the development being the cottages, apartments units and other amenity improvements; that the narrative from the local media have not been completely accurate; that there was one extra room that was inherited by the applicant when they acquired the property; that in 2022, one unit was divided into two smaller accommodations; that proposed amenities will include pickleball courts, bocci courts, dog park, and pool area; that regarding the healthcare center, there is not an increase in bed capacity, but there will be an improvement to the assisted living dining room, activity room, along with a skilled therapy gymnasium; that the proposed density is 7.3 units per acre; that Mitchell's Farm was approved at 6.1 units per acre; that if approved, it would result in an increase of .9 dwelling units per acre; that density can be beneficial as it meets the growing demand for senior housing while preserving 56% open space; that there is currently a requirement for a 30 foot buffer to run between the site and the Breakwater development; that the Applicant seeks to reduce the buffer to 20 feet, regarding two separate locations specifically; that with respect to the buffer between the site and Mitchell's Corner, the buffer had been set at 30 feet; that this was when Mitchell's Corner existed

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(continued)

as an agricultural parcel, and also at the time it was within agricultural preservation; that the Applicant is seeing to reduce the buffer to 20 feet, which would be consistent with the current Mitchell's Corner buffer of 20 feet; that after discussions with her client, they are proposing the reduced buffer from 30 feet to 20 feet, but also a single row of evergreens, to provide additional screening; that there is currently a requirement for a 30 foot buffer to run between the site and the Breakwater development; that the Applicant seeks to reduce the buffer to 20 feet, regarding two separate locations specifically; that this would result in an improved condition than what is there today; that existing stormwater infrastructure will continue to serve the community, however, there is a required improvement for an infiltration basin; that otherwise, the existing infrastructure will serve the community; that a sample presentation and renderings, which had previously been provided to the current residents was shown; that the purpose of the MR (Medium Density Residential) District is to provide for medium density residential development, in areas that are or are expected to become generally urban in character, where sanitary sewer and public water supplies will be available at the time of construction; that the application is consistent with the stated purpose; that the proposed density complies with the underlying MR (Medium Density Residential) density; that the RPC (Residential Planned Community) District overlay, encourages large scale developments to create a superior living environment through unified development, while protecting existing and future developments, while achieving the goals of the Comprehensive Plan; that the application is consistent with that stated purpose; that the development is located within the Coastal Area on the Future Land Use Map, which is designed as a Growth Area; that the Comprehensive Plan states that the Coastal Area can accommodate development, provided special environmental concerns are addressed; that a range of housing types should be permitted; that retail and office uses are also considered appropriate; that appropriate mixed-use development should be allowed; that medium and higher densities of four to 12 units per acre can be suitable at locations with central water and sewer, when located near employment centers, when in character with the area, and located along main roads; that both central public water and sewer are provided to the site, currently serving, and will continue to serve the community; that the location is in an area with more urban than rural characteristics, surrounded by numerous existing residential developments; that small and large businesses and public uses are located within close proximity to site; that the property is located in close proximity to Beebe Hospital, and other medical services; that the site fronts along Gills Neck Road, and is near Kings Highway, being within close proximity to Route 1, Five Points, and the City of Lewes; that for these reasons, the proposed amendments to the MR-RPC meet the purpose of the Zoning Ordinance, and the Comprehensive Plan by promoting the orderly growth of the County, in an appropriate location; that the Applicant met and complies with the PLUS requirements, the Staff Review Response requirements, the Chapter 99-9C requirements, as well as the Coastal

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(continued)

Area Environmental Assessment and Public Facilities (EAPFR); that the application submitted a revised site plan that addressed requested changes with County requirements; that the Applicant also proposed Conditions of Approval and Findings of Fact, which can be found within the submitted exhibit book; that the Commission recommended approval of the applicant; that there are three conditions that require clarification; that there needs to be a unit count and type clarification; that Condition B references an outdated unit count of 274 which should be corrected to 273; that the breakdown was also not correct; that it is 21 single-family detached units, 20 single-family attached duplexes, and requested to say (40 units) so that it is clarified there is 40 units and not 20 units; that there are 127 multi-family apartment units, and 85 healthcare center rooms; that a nearby resident, Mr. Joseph Pika, submitted a letter requesting additional screening; that proposed Condition D regarding the buffer, it is being requested to clean up some of the language; that they want to clarify that where the row of evergreens were to be located and that they will be within the 20-foot buffer; that Springpoint requests that proposed Condition E regarding pickleball courts be removed; that concerns were raised during the Commission hearing regarding their proposed location; that after the hearing, the Commission recommended relocating the courts or eliminating them entirely; that it is being requested that the decision be left up to the residents of the community; that the original pickleball location has been relabeled as a multi-use recreational area which would allow for some flexibility; that it would allow the potential for pickleball but through the site plan and amenity plan process issues could be addressed through conditions at that time; that the courts are about 200 feet away from the nearest unit in The Moorings, Senators and Breakwater; that the closest unit in Governors is about 600 feet away from the pickleball courts; that there is nothing in the Code currently about where pickleball courts should be located in the plan; that the project has considerable support along with some neutral comments; that there are a few opposition comments; that neutral comments including a request for additional screening which has been addressed by proposing to plant a row of evergreens between the site and Mr. Pika's property; that opposition mainly stems from two existing residents who are represented by Mr. Paul Enterline, Esq.; that the primary complaint is the lack of notice regarding expansion plans, allegations of bait and switch and premature disclosure of information through an article in the Cape Gazette; that the Commission hearing was properly noticed; that all state and local guidelines were met and a large sign was displayed on the property; that the land use docket is available to the public; that they find that the notice was proper; that in regards to the bait and switch regarding Springpoint's interactions with the clients; that they are unfounded; that the residents moved in around 2015 while Springpoint at Lewes did not acquire the business until 2017; that it is important to adapt to the needs of Sussex County and its senior residents; that the demand for senior living continue to grow; that this is a strategic response to the need of the services for the current and future residents; that she wanted to be transparent about the fact that the announcement of

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CZ2033
(continued)**

the redevelopment plans did not align with the Applicant's intentions; that they genuinely meant to inform residents about the plans, before filing their PLUS application; that her client did not receive good advice about the public nature of the PLUS comments; that her Applicant filed the PLUS comments, in an attempt to gain information about what issues may exist, before formally filing an application; that ultimately, the information was publicized, which led to an article in the Cape Gazette, which unfortunately, became the method the residents first became informed; that recognizing this misstep, the Applicant promptly organized a meeting with the community, and has since prioritized transparency and public engagement; that there was no legal error; that the Applicant has made substantial efforts to include all residents in the process; that an official announcement was made following the Cape Gazette article, with initial notifications sent to residents about plans for expansion; that four town hall meetings have been held since, with the most recent meeting being held in April 2025; that meetings were attended by key leadership of Springpoint; that including Q&A materials have been shared in-person and electronically, with residents and a dedicated website had been established as well; that additionally, there is an ad hoc committee of residents that meet more regularly regarding specifics to the discussion of renovation and expansion; that these initiatives reflect the Applicant's commitment to open communication and collaboration throughout the process; that they had 86 individuals, including residents and staff of The Moorings, who have signed a petition in support, which was submitted and included within the record; that a letter was read by a resident whose cottage will be relocated since her cottage will be demolished; that it was requested that the application be approved.

Ms. Gruenebaum questioned the minimum age to become a resident in the development and if there was staff housing included. Ms. Gruenebaum questioned the services that were located within walking distance of the community and the start time for construction. Ms. Gruenebaum asked if there was a design change or accommodation for residents that do not want to move.

A discussion was held about open space and how it is calculated.

Public comments were heard.

Ms. Virginia Jane Bretnall spoke in favor of the application.

Ms. Carol Bishop spoke in favor of the application.

Mr. Donald Smith spoke in favor of the application.

Ms. Carol Blonar Lader spoke in favor of the application.

Mr. Paul Enterline, Esq., representing the residents of Cottage 31, spoke in

opposition of the application.

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(continued)**

Mr. Kevin Sheeran spoke in opposition of the application.

Ms. Judy Hayes spoke in opposition of the application.

Ms. Tina Arcaro spoke about the application.

The Public Hearing was closed, and the public record was left open for 5 business days to receive documents from the applicant specific to questions that were asked from the Council in writing.

**M 065 26
Defer
Action/
CZ2033**

A Motion was made by Ms. Gruenebaum, seconded by Mr. Rieley to defer action on a Proposed Ordinance entitled “AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN MR-RPC MEDIUM DENSITY RESIDENTIAL - RESIDENTIAL PLANNED COMMUNITY DISTRICT TO AN MR-RPC MEDIUM DENSITY RESIDENTIAL - RESIDENTIAL PLANNED COMMUNITY DISTRICT AND TO AMEND CONDITIONS OF APPROVAL FOR C/Z 1528 (ORDINANCE NO. 1679) AND FOR C/Z 1753 (ORDINANCE NO. 2361) FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 37.97 ACRES, MORE OR LESS”.

Motion Adopted: 4 Yeas, 1 Absent

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

**M 066 26
Adjourn**

A Motion was made by Mr. Rieley, seconded by Ms. Gruenebaum to adjourn at 4:21 p.m.

Motion Adopted: 4 Yeas, 1 Absent

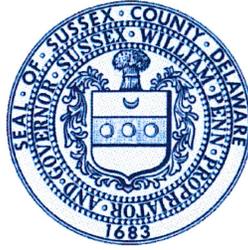
**Vote by Roll Call: Ms. Gruenebaum, Yea; Mr. McCarron, Absent;
Mr. Lloyd, Yea; Mr. Rieley, Yea;
Mr. Hudson, Yea**

Respectfully submitted,

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

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

TODD F. LAWSON
COUNTY ADMINISTRATOR
(302) 855-7742 T
(302) 855-7749 F
tlawson@sussexcountyde.gov



Sussex County
DELAWARE
sussexcountyde.gov

Memorandum

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

FROM: Todd F. Lawson
County Administrator 

RE: **SUSSEX COUNTY LAND TRUST PROPERTY MANAGEMENT AGREEMENT – PEPPER FORK PRESERVE**

DATE: February 20, 2026

During Tuesday's meeting, Council is scheduled to review and approve the Sussex County Land Trust (SCLT) Property Management Agreement for the property known as the Pepper Fork Preserve.

In May 2024, County Council voted to approve the purchase of the property known as the Layfield Tract or Pepper Fork Preserve, north of the Town of Dagsboro and next to Route 20. The County paid two million six hundred and fifty thousand dollars (\$2,650,000.00) for over 160 acres of land with the owner agreeing to a reduction of five hundred and fifty thousand dollars (\$550,000) in price from the appraised value.

The purchase of the Pepper Fork Preserve allows for the preservation of a very large tract of land with unique natural characteristics and ideal location adjacent to the Town of Dagsboro. As with other recent acquisitions, this purchase stipulated a Deed of Conservation Easement be recorded in favor of the SCLT for the purposes of developing and managing the property. Additionally, the purchase stipulated that the County and SCLT enter into a Property Management Agreement (Agreement) outlining the responsibilities of each party.

The Agreement specifies SCLT's roles and responsibilities in managing the Pepper Fork Preserve. The Agreement is for a period of twenty-five (25) years with a twenty-five (25) year extension. SCLT is responsible for the development, solicitation of bids, and construction of the agreed upon improvements to the Preserve, including a to-be-developed Master Plan. Any funding requests will need



to be approved in a future County budget. SCLT will serve as the day-to-day manager and is also responsible for the long-term maintenance of the facility. The County currently has a farm lease with a local farmer which the County will maintain until such time as it is agreed the property's use will change, requiring the farming operation to cease. SCLT will receive the funding from the farm lease with the stipulation to develop and implement the Master Plan with the funding.

The Agreement is attached and follows the same format as the County's other agreements with SCLT. The Agreement has been reviewed by the County Attorney and the SCLT Board, who have approved it to form. I will review the Agreement in more detail on Tuesday.

In the meantime, please let me know if you have any questions.

PROPERTY MANAGEMENT AGREEMENT

BY AND BETWEEN

SUSSEX COUNTY, DELAWARE
AND
SUSSEX COUNTY LAND TRUST

-PEPPER FORK PRESERVE-

This Property Management Agreement (this “Agreement”) is hereby agreed to this ____ day of _____, 2026 by Sussex County, a political subdivision of the State of Delaware, of 2 The Circle, Georgetown, DE 19947 (the “County”); and the Sussex County Land Foundation, Inc., a nonprofit corporation of the State of Delaware, dba Sussex County Land Trust, of P.O. Box 372, Lewes, DE 19958 (“SCLT” and sometimes referred to herein as the “Manager”) and collectively (the “Parties”).

WHEREAS, this Agreement between the Parties outlines the Parties’ agreement for the capital development, use, maintenance, and ongoing operations of Tax Parcel Number 233-10.00-22.01 containing 163.87 acres (the “Property”). Said Property has been designated as the “Pepper Fork Preserve” and will be referenced as such in all signage and promotional/educational materials; and

WHEREAS, Parcel is under fee simple ownership by the County, and a Conservation Easement in favor of the SCLT has been placed on said Parcel. Said actions by the Parties to preserve natural open space and historic forest lands for the benefit of sustained resource management and for public access; and

WHEREAS, the Parties agree that public use and property resource management will be benefited by the future installation of an entrance road, parking lot, utilities, trails, informational displays, landscape and habitat improvements and other appropriate potential amenities that may be defined in a future, to-be-developed master plan (hereinafter, the “Master Plan”) of the Property, which is to be attached as Attachment A to this Agreement upon completion and agreement by the Parties; and

WHEREAS, the Parties hereto intend to enter this Agreement for the mutual understanding of future use, capital development, maintenance, and operations of the Property in support of long-term land preservation and public access.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) in hand paid by the County to SCLT, as well as the mutual covenants, agreements, representations and warranties promised of the Parties, and of other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, it is mutually agreed by and among the Parties as follows:

Article 1 Term

1.1. The initial term of this Agreement shall begin on the date the last party executes this Agreement, and shall continue for a period of twenty-five (25) years therefrom (“Initial Term”). Upon expiration of the Initial Term, this Agreement shall be automatically renewed for an additional twenty-five (25) year term unless the County provides SCLT with written notice of its intent to terminate this Agreement at least thirty (30) days prior to the expiration thereof or if this Agreement is otherwise terminated pursuant to Section 6.1. Upon termination, maintenance of the Property will revert to the County and any improvements made to the Property shall become the property of the County. In addition, all books and records relating to the operation of the Property shall be forwarded to the County.

Article 2 Development of the Property for Public Use

2.1. Beginning on the date of this Agreement, SCLT will provide, supply and render such management and support services as are necessary to develop the Property in general conformance with the Master Plan, and open it for public use. Specific activities are described below:

- (a) Develop, in partnership with the County, the Master Plan. Once completed SCLT will develop construction plans to implement the Master Plan and secure all necessary state and local agencies’ approvals and permits for Property development;
- (b) Solicit bids for Property development per construction plans via a competitive bid process. Award contracts for construction and oversee all construction activities; and
- (c) Open, upon completion of all construction (or in phases if the project is phased), the Property for public use.

2.2. The County may provide funds to the planning, development and construction of improvements in its sole discretion. Said funding will need to be approved in a future County budget. SCLT may raise funding to support capital and operating needs.

Article 3 Maintenance

3.1. The County and SCLT agree to the following provisions relative to the management of the Property:

- (a) SCLT will administer, manage and maintain the Property on behalf of the County. SCLT will maintain the Property and improvements in good repair, order and condition, reasonable wear and tear excepted.
- (b) As may be applicable depending on the development of certain improvements, SCLT maintenance shall include:
 - (i) Trash pickup and removal, snow removal, mowing and landscaping;

- (ii) Upkeep and minor repairs and replacement of site amenities, including but not limited to the parking lot curb stops, restroom fixtures, benches, bike racks, signage and landscape materials;
- (iii) Repairs as required to the site including repairs to the parking lot, lighting, grounds, trails and drainage; and
- (iv) Managing the property in conformance with all applicable Federal, State and County laws, ordinances, regulations and the like.

Article 4 Programming

4.1. SCLT, in its sole discretion, shall hold events and conduct programming at the Property consistent with the intended use of the Property as a public preserve. SCLT shall seek the County's input when planning any event that is inconsistent with the intended use of the Property as a public preserve. Furthermore, pursuant to the County's Special Event Ordinance, SCLT shall secure a Special Events Permit prior to conducting any events, should the County determine, on a case-by-case basis, that such a permit is necessary. SCLT may partner with the County or other entities to hold events and conduct programming as opportunities present themselves. The County, or any other third-party entity, may not conduct events or programs without the express written consent of SCLT.

Article 5 SCLT as Manager

5.1. Nothing contained herein shall be deemed to make or render the County a partner, co-venturer or other participant in the business or other participant in the business or operations of SCLT, or in any manner to render County liable, as principal, surety, guarantor, and agent or otherwise for any of the debts, obligations or liabilities of the Manager. Similarly, nothing contained herein shall be deemed to make or render SCLT a partner, co-venturer or other participant in the business or operations of the County, or in any manner to render SCLT liable, as principal, surety, guarantor, and agent or otherwise for any debts, obligations or liabilities of the County.

Article 6 Termination for Cause

6.1. Upon providing SCLT with ten (10) days' prior written notice, the County may, at its option, terminate this Agreement for one of the following reasons: (i) if the Manager shall violate or be in material breach of any provision, representation, warranty, covenant or undertaking of this Agreement; or (ii) if the Manager (a) makes an assignment for the benefit of creditors, (b) is adjudicated bankrupt, (c) files or has filed against it any bankruptcy, reorganization, liquidation or similar petition or any petition seeking the appointment of a receiver, conservator or other representative, or (d) proposes a composition arrangement with creditors.

Article 7 Insurance

7.1. SCLT shall carry the following insurance coverages:

- a. Property – All risks insurance for any building that is constructed on the Property.

- b. Workers' Compensation – Statutory Amount in the State of Delaware.
- c. Commercial General Liability – with limits no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate.
- d. Business Auto Liability – including hired and non-owned auto coverage \$1,000,000 combined single limit.
- e. Umbrella/Excess - \$5,000,000 per occurrence/aggregate following form at a minimum, including employers' liability, commercial general liability and business auto liability as scheduled underlying insurance.

7.2. In the event that SCLT hosts any special events, it shall procure and maintain appropriate insurance coverage as may be required by applicable laws, regulations, or as deemed necessary by the County.

7.3. On all policies listed above in Sections 7.1 and 7.2, the County, its appointed or elected officials, employees, agents, consultants and authorized volunteers shall be named as additional insureds on this insurance on a primary and non-contributory basis shall be named additional insured.

Article 8 Indemnification

8.1. To the fullest extent permitted by law, SCLT shall indemnify, hold harmless and defend the County and its elected and appointed officials, officers, employees and agents from and against any and all claims, damages, injuries and expenses (including related attorney's fees and other defense costs) arising out of or resulting from SCLT's negligence or intentional misconduct which are in any way related to its role as the Manager of the Property hereunder and its duties with respect hereto, whether occurring in Sussex County, Delaware or elsewhere, including, but not limited to, claims, damages, losses, injuries or expenses attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible and intangible property, including the loss of use resulting there from, asserted by any person, persons or artificial entity, including, but not limited to the County's elected and appointed officials, employees, servants, representatives, guests, invitees, contractors, licensees, visitors, etc. regardless of whether or not such claims, damages, injuries and expenses are caused in part by a party indemnified hereunder. Notwithstanding the forgoing, SCLT shall not be liable for any loss, liability, costs and expenses, including reasonable attorneys' fees, arising out of any claim or injury or damage on or about the Property caused by County's negligence or intentional misconduct.

8.2. If a party entitled to indemnification (the "Indemnitee") receives notice of any claim or the commencement of any action or proceeding with respect to which a party is obligated to provide indemnification (the "Indemnifying Party") pursuant to Sections 8.1 and 8.2, the Indemnitee shall promptly give the Indemnifying Party notice thereof ("Indemnification Notice"). Such Indemnification Notice shall be a condition precedent to any liability of the Indemnifying Party under the provisions for indemnification contained in this Agreement. Except as provided below, the Indemnifying Party may compromise, settle or defend, at such Indemnifying Party's

own expense and by such Indemnifying Party's counsel, any such matter involving the asserted liability of the Indemnitee. In any event, the Indemnitee, the Indemnifying Party and the Indemnifying Party's counsel shall cooperate in the compromise of, or defense against, any such asserted liability. If the Indemnifying Party provides the Indemnitee a defense to a third-party claim at the Indemnifying Party's cost with a qualified attorney, Indemnitee may participate and/or monitor the defense with an attorney of the Indemnitee's selection, at the Indemnitee's own expense. Provided that the Indemnifying Party pays for the full cost of the settlement of any claim, the Indemnifying Party may settle any claim without the consent of the Indemnitee. If the Indemnifying Party chooses to defend any claim, the Indemnitee shall make available to the Indemnifying Party any books, records or other documents within its control that are necessary or appropriate for such defense.

8.3. Nothing contained herein is intended to waive, alter, or otherwise amend the County's immunity under the Delaware Code or otherwise, including but not limited to the County and Municipal Tort Claims Act. Additionally, nothing contained herein is intended to violate any constitutional principles of the State of Delaware or United States. To the extent that any obligations contained in this Agreement are determined by court or other judicial action to waive, alter, or otherwise amend such immunity or to be constitutionally prohibited or otherwise not in accordance with the laws in effect at the time of any such claim, liability, cost or expense, the offending language shall be stricken from this Agreement by such authority and considered invalid and unenforceable to the extent necessary to allow the application of such immunity to any claims, losses, damages, or suits asserted against either party or to the extent necessary to correct such violation of the law. The Parties agree that any claims, liabilities, damages, costs and expenses shall be subject to the provisions of the County and Municipal Tort Claims Act, including the limitations on damages.

Article 9 Additional Provisions

9.1. Entire Agreement. This Agreement sets forth the entire understanding and agreement among the Parties hereto with reference to the subject matter hereof and may not be modified, amended, discharge, or terminated except by a written instrument signed by the parties hereto.

9.2. Amendments. No alteration, amendment, modification, or waiver of any of the terms or provisions hereof, and no future representation or warranty by any of the parties with respect to this transaction shall be valid unless the same be in writing and signed by the Parties.

9.3. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

9.4. Assignment. This Agreement may not be assigned by the County or SCLT, except SCLT may in its sole discretion assign certain management and maintenance requirements to a properly licensed company. Upon any assignment, SCLT shall remain primarily liable and be jointly and severally liable to the County for performance of the assigned duties herein, provided however that SCLT shall not be liable in the event of any assignee's negligent acts or willful misconduct, for assignee's failure to comply with applicable laws and regulations, or for any

failure to perform that rises from instructions or actions taken by the County, which interferes with the assigned duties.

9.5. Enforceability. All the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by each of the Parties and their respective successors and assigns.

9.6. No Waiver. No failure on the part of any party hereto to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any right, power or remedy.

9.7. Consent of Jurisdiction. Each party to this Agreement, by its execution, (i) hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the State of Delaware for the purpose of any action, claim, cause of action or suit (in contract, tort or otherwise), inquiry, proceeding or investigation arising out of or based upon this Agreement or relating to the subject matter hereof.

9.8. Severability. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the remaining provisions of this Agreement, all of which shall remain in full force and effect.

9.9. Notice. Any notice, request, demand or other communication required or permitted hereunder must be in writing and shall be deemed to have been given, upon receipt or refusal of delivery, if sent by registered or certified mail, return receipt requested, postage prepaid, by hand delivery, or by courier service. All notices to a party shall be sent to the addresses set forth below or to such other address or person as such party may designate by notice to the other party. In addition to the methods defined above, notices required hereunder may be sent electronically to an e-mail address provided by one party to the other for such purpose. A confirming email, or electronic response to a notice sent electronically may be considered as confirmation of receipt.

To Sussex County:

2 The Circle, Georgetown, DE 19947
Attention: Todd F. Lawson, County Administrator

To SCLT:

P.O. Box 372, Lewes, DE 19958
Attention: Sara Bluhm, Executive Director

9.10. Agricultural Lease. The County may elect to enter into an agricultural lease between the County and a selected farmer (hereinafter the "Farmer") to farm the Property. The Farmer will pay rent to County, which shall be promptly directed to and paid to SCLT. The rent paid by the County to SCLT shall be used for the development of the Master Plan, the implementation of the Master Plan, and the ongoing maintenance of the Property (i.e. grass cutting, landscaping, facilities upkeep, BMP maintenance, etc.). County shall maintain accurate records

of rent received and upon request, provide SCLT with an account statement detailing the amounts received and corresponding payment dates. Any delays in payments to SCLT due to administrative issues on the part of County shall be communicated promptly to SCLT. In the event the agricultural lease is terminated for any reason, the obligations of County under this Section 9.10 shall cease.

9.11. Survivability. The terms of this Agreement shall be binding upon the Parties hereto, and upon their respective administrators, successors, and assigns.

9.12. Counterparts; Electronic Signatures. This Agreement may be executed in multiple 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective date(s) set forth below.

SUSSEX COUNTY LAND FOUNDATION, INC., DBA SUSSEX COUNTY LAND TRUST, A DELAWARE CORPORATION

Date: _____

By: _____
Ring Lardner
Board Chair

Date: _____

Attest: _____

SUSSEX COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF DELAWARE

Date: _____

By: _____
Douglas B. Hudson
President
Sussex County Council

Date: _____

Attest: _____
Tracy Torbert
Clerk
Sussex County Council

Attachment A

Pepper Fork Preserve Master Plan
(Master Plan)

DEPARTMENT OF PUBLIC SAFETY

ROBERT W. MURRAY, JR.
DIRECTOR



Sussex County

DELAWARE
sussexcountyde.gov

(302) 855-1000 T
(302) 855-7797 F

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: Kristen McAfee, EMS Manager of Logistics
RE: Relocating Paramedic Station 114
DATE: February 24, 2026

Sussex County EMS entered a lease about 1 year ago with The Waypoint Reho” for the rear building at 37251 Rehoboth Ave Extended, Rehoboth Beach, DE. This property was used for a temporary Station 114 while the Town of Dewey Beach builds our permanent 114 station as part of their new Town Hall and Police Headquarters. The estimated completion date for our station is Summer/Fall 2027. Over the past year, we have had issues with the building flooding with heavy rains and coastal floods. Twice over the past year, the on-duty crew has had to abandon the station due to flood waters entering the station. Now, when coastal flooding is forecasted, we sandbag the station and lift furniture up on cinder blocks to prevent damage. This practice, though it has worked, is very time-consuming and interferes with paramedic and logistics operations.

The current station 114 landlord has leased a ranch style house located at 19048 Church St. Rehoboth Beach, DE, just around the corner from our current location. He has offered to sub-lease this property to us as an alternative to our current 114 station. Several members of EMS senior staff and IT have toured the property and have come up with plans to turn this into a new temporary station 114. We believe that this property will serve as a much more comfortable solution for the medics and will resolve the flooding issue. The property is a 3-bedroom, 2 bath ranch house, built on a foundation.

Within the new sub-lease for the Church St. property, we have outlined the measures required by the sub-landlord to prepare the space for our occupation, including a carport and ground stabilizing Hex Pave system in the front yard for the medics to turn around and back into the carport. This will eliminate medics having to back out onto Church St.

Included, you will find the current lease between the Church St. property owner and The Waypoint Reho, the signed Consent to Sub-Lease, Termination of the current lease, and the new sub-lease. All of these contracts have been created by the County’s legal team. I am seeking your support in Sussex County EMS terminating the current lease and entering a new sub-lease for station 114.

TERMINATION OF LEASE

THIS TERMINATION OF LEASE made this ____ day of _____, 2026, by and between THE WAYPOINT REHO LLC, a Delaware limited liability company, with an address of 24501 Lenah Trails Place, Aldie, VA 20105 (“Landlord”) and SUSSEX COUNTY, a political subdivision of the State of Delaware, with an address of 2 The Circle, P.O. Box 589, Georgetown, DE 19947 (“Tenant”) provides as follows:

RECITALS

WHEREAS, Landlord is the owner of certain real property and improvements thereon located at 37251 Rehoboth Avenue Ext, Rehoboth Beach, DE 19971 (alternatively, “Subject Property” and “Rehoboth Avenue Ext. Property”); and

WHEREAS, Tenant rents that portion of the Subject Property which includes the building located in the northernmost end thereof, along with improvements to the Subject Property, consisting of two garage areas, office area, crew lounge, lavatory and storage area, subject to a written lease agreement with Landlord dated April 8, 2025 (“the Lease”), a copy of which is attached hereto as Exhibit A and is incorporated herein by reference; and

WHEREAS, Tenant uses the Subject Property as a paramedic station for the Sussex County Emergency Medical Services; and

WHEREAS, Tenant desires to move its paramedic station to 19048 Church Street, Rehoboth Beach, DE 19971 (“Church Street Property”), which is subject to a Residential Lease Agreement dated December 8, 2025, between John Herbert, as the tenant thereof, and the property owner, Clyde Vann, as the Landlord; and

WHEREAS, subject to a Consent to Sublet for Use as a Paramedic Station, Tenant and John Herbert have agreed to enter into a Sublease for the Church Street Property, subject further to the parties entering into this Termination of Lease Agreement for the Subject Property; and

WHEREAS, the parties further agree that Landlord shall tender the prepaid rent for the Subject Property for the months of February and March 2026 to John Herbert to be applied toward the rent due and owing for the Church Street Property; and

WHEREAS, Landlord and Tenant desire to terminate the Lease for the Subject Property such that Tenant shall return possession of the Subject Property to Landlord as of the Effective Date stated herein.

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and of the mutual covenants herein contained, it is agreed as follows:

1. Recitals Incorporated. The recitals set forth above are and for all purposes shall be interpreted as being an integral part of this Agreement and made a part hereof, constituting acknowledgements and agreements by and between the Parties hereto and are incorporated in this Agreement by reference.
2. Termination of Lease. The parties hereto mutually agree that the Lease for the Subject Property shall be terminated as of the Effective Date.
3. Application of Prepaid Rent to Church Street Property Sublease. Landlord acknowledges that Tenant has prepaid the monthly rent for the Subject Property in the amount of Three Thousand Dollars (\$3,000.00) per month for the months of February and March, 2026. Landlord shall transfer the Six Thousand Dollar (\$6,000.00) prepayment of rent to John Herbert to be applied to the first two months of rent due and owing under the Sublease between John Herbert and Tenant for the Church Street Property.
4. Acknowledgement of Surrender of Premises. Tenant acknowledges and agrees that Tenant shall surrender to Landlord all of its right, title, interest, term of years, possession, property, claim and demand in the Subject Property, and Landlord shall have sole and immediate possession of the Subject Property, as of the Effective Date. Tenant acknowledges that Tenant shall supply Landlord and/or his agent all keys in Tenant's possession to the Subject Property by the date set forth in this Paragraph.
5. Acknowledgement of Removal of Belongings. Tenant acknowledges that, as of the Effective Date, Tenant shall ensure that all of Tenant's belongings and personal possessions shall be removed from the Subject Property.
6. Release by Landlord. Landlord hereby releases Tenant from any and all future obligations under the Lease as of the Effective Date and Tenant shall not be responsible for any rent or other obligations incurred under the Lease after the Effective Date. Landlord acknowledges that Tenant shall not be responsible for an early termination fee or similar charge for the parties' agreement to terminate the Lease prior to its expiration.
7. Release by Tenant. In consideration and satisfaction of the provisions of this Termination of Lease and Release, Tenant hereby knowingly and willingly remises, waives, releases, and discharges Landlord, of and from any and all manner of actions, causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, claims, and demands whatsoever in law or equity that Tenant has or may have had against Landlord, up to and including the date of execution of this Termination of Lease.
8. Counterparts; Electronic Signatures. This Termination of Lease shall be executed in two (2) counterparts, and each shall be considered valid as an original for all purposes and 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.

9. Binding Effect. This Termination of Lease shall be binding upon the parties hereto and their respective executors, heirs, successors, and assigns.
10. Governing Laws. This Termination of Lease shall be governed by the laws of the State of Delaware.
11. Effective Date. The Effective Date shall be January 31, 2026.
12. Authority to Sign. The undersigned individuals execute this Termination of Lease to perform the obligations set forth hereunder on behalf of the respective parties, and each of the parties, and the undersigned individuals warrant and represent that the undersigned individuals are authorized to enter into and execute this Termination of Lease on behalf of the respective Parties. Each of the parties represents and warrants that neither the entry into this Termination of Lease nor the performance thereof violates any law or court order to which it is subject, any of its constitutive documents or any contract to which it is already a party.

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

IN WITNESS WHEREOF, Landlord and Tenant have caused this Termination of Lease to be signed hereto on the respective dates set forth below.

LANDLORD

THE WAYPOINT REHO LLC, a Delaware limited liability company

Date

By: _____ (SEAL)
Joseph Herbert, Authorized Person

TENANT

SUSSEX COUNTY, a political subdivision of the State of Delaware

Date

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

ATTEST: _____
Tracy Torbert, Clerk of the Sussex Couty Council

Exhibit A

Lease Agreement for 37251 Rehoboth Avenue Ext.,
Rehoboth Beach, DE 19971

CONSENT TO SUBLET FOR USE AS A PARAMEDIC STATION

THIS CONSENT TO SUBLET FOR USE AS A PARAMEDIC STATION (“Consent”) is made and entered into this ___ day of _____, 2026, by and between CLYDE VANN (“Landlord”) and JOHN HERBERT (“Tenant”).

RECITALS:

WHEREAS, on December 8, 2025, Landlord and Tenant entered into a Residential Lease Agreement (“Lease”) to lease property located at 19048 Church Street, Rehoboth Beach, DE 19971 (“Property”) for a term of two (2) years commencing on December 15, 2025, and terminating on December 14, 2027, a copy of which is attached hereto as Exhibit A and is incorporated herein by reference; and

WHEREAS, Paragraph 5 of the Lease, states that, “[t]he Property shall be used exclusively as a residence for no more than 4 persons. Guests staying more than fourteen (14) days in a forty-five (45) day period without prior written consent of Landlord shall constitute a violation of this Agreement”; and

WHEREAS, Paragraph 10 of the Lease states in part that, “Tenant shall not sublet the Property or any portion thereof without the prior written consent of the Landlord, which consent shall not be unreasonably withheld”; and

WHEREAS, Tenant desires to sublet the Property to Sussex County, a political subdivision of the State of Delaware (“Subtenant”), for the Sussex County Emergency Medical Services’ (“SCEMS”) use as a paramedic station; and

WHEREAS, as more fully set forth herein, Landlord consents to: (1) Tenant subletting the Property to Sussex County to be occupied by SCEMS; and (2) the subtenant’s use of the Property as a paramedic station.

NOW, THEREFORE, for the sum of One Dollar (\$1.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Recitals. The Recitals are incorporated herein by reference as though fully set forth.
2. Consent to Sublease. The Landlord hereby consents to the Tenant entering into a sublease (the “Sublease”) with Subtenant for the Property, said Sublease to be in the form attached hereto as Exhibit B, which is incorporated herein by reference.
3. Consent to Change in Permitted Use. The Landlord consents to the Property being used by the Subtenant solely as a paramedic station, including ancillary administrative and operational activities customarily associated with such use, and for no other purpose. The Landlord makes no representation that the Property is suitable or approved for such use.
4. Governing Law. This Consent shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.

5. Counterparts; Electronic Signatures. This Consent 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.

IN WITNESS WHEREOF, the parties have set their hands and seals on this Consent on the respective date(s) set forth below.

Witness

CLYDE VANN (SEAL)

Date

Witness

JOHN HERBERT (SEAL)

Date

Exhibit A

Residential Lease Agreement

Exhibit B

Sublease Agreement

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (“Sublease”) is made this ___ day of _____, 2026, between JOHN HERBERT, with an address of 24501 Lenah Trails Place, Aldie, VA 20105, hereinafter referred to as the “Sublandlord” and SUSSEX COUNTY, a political subdivision of the State of Delaware with an address of P.O. Box 589, 2 The Circle, Georgetown, DE 19947, hereinafter referred to as the “Subtenant.”

WHEREAS, on December 8, 2025, Sublandlord and Clyde Vann (“Primary Landlord”) entered into a Residential Lease Agreement (“Lease”) whereby Sublandlord, as tenant therein, leased property located at 19048 Church Street, Rehoboth Beach, DE 19971 (“Leased Property”) for a term of two (2) years commencing on December 15, 2025, and terminating on December 14, 2027, a copy of which is attached hereto as Exhibit A and is incorporated herein by reference; and

WHEREAS, Sublandlord desires to sublet the Leased Property to Subtenant, and Subtenant desires to sublet the Property from Sublandlord, for the Sussex County Emergency Medical Services’ (“SCEMS”) use as a paramedic station; and

WHEREAS, pursuant to a Consent to Sublet for Use as a Paramedic Station executed by Sublandlord, as tenant to the Lease, and the Primary Landlord on _____, 2026, a copy of which is attached hereto as Exhibit B and incorporated herein by reference, the Primary Landlord consented to: (1) Sublandlord’s subletting the Property to Subtenant herein to be occupied by SCEMS; and (2) said Subtenant’s use of the Property as a paramedic station.

IN CONSIDERATION OF the sum of One Dollar (\$1.00), the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound hereby, do mutually covenant and agree as follows:

1. The Subtenant hereby leases to the Subtenant, and Subtenant leases from Sublandlord, the Leased Property located at 19948 Church Street, Rehoboth Beach, DE 19971, along with all improvements thereon, including a carport.
2. The term of this Sublease shall commence on the 1st day of February, 2026, and shall continue until midnight on November 30, 2027 unless modified by mutual agreement of both parties or by the Subtenant giving the Sublandlord at least ninety (90) days’ written notice of intent to terminate the Sublease. Subtenant agrees to pay the Sublandlord a monthly rent payment of Three Thousand Dollars (\$3,000.00), with a Two Percent (2%) increase in the initial monthly rent commencing on the 1st day day of February, 2027 and continuing thereafter until the expiration of the lease term or earlier termination thereof. Sublandlord acknowledges that this Sublease is being entered into upon termination of the Lease Agreement between The Waypoint Reho LLC and Subtenant dated April 8, 2025 as to property located at 37251 Rehoboth Avenue Ext., Rehoboth

Beach, DE 19971, and that the monthly rental paid in advance for said property shall be transferred to Sublandlord and applied to the first two (2) months of rent under this Sublease, for a total of Six Thousand Dollars (\$6,000.00), thus making the first monthly rental payment hereunder due and owing on April 1, 2026, and on the first day of each month thereafter. The monthly rental payment shall be sent to the official mailing address of the Sublandlord as stated in paragraph 23 of this Sublease.

3. It is expressly agreed and understood that the Subtenant relies upon the General Assembly of the State of Delaware for the funding of the paramedic operations of Sussex County, Delaware, and should the General Assembly of Delaware at any time fail to appropriate sufficient funds for the purpose of maintaining this Sublease, the Subtenant's total liability under this Sublease shall be limited to the funds designated for this Sublease by the County Council of Sussex County and the Subtenant's obligation under this Sublease shall immediately terminate when the funds available have been exhausted in making payments as provided for in this Sublease.
4. Intentionally omitted.
5. The Subtenant may use and occupy the Leased Property for any paramedic services and operations. The Subtenant shall not use or knowingly permit any part of the Leased Property to be used for any unlawful purpose.
6. The Sublandlord shall maintain a clear thoroughfare for ingress/egress of Paramedic vehicles and shall provide parking for at least three (3) of the Subtenant's employees.
7. The Subtenant shall not place or erect any signs of any nature on any part of the Leased Property, or the sidewalk adjoining the Leased Property, or on any part of the Sublandlord's property adjacent to the Leased Property which do not conform to requirements of any State, Federal or municipal or county law, ordinance, rule or regulation. Said sign(s) shall not be placed without the prior consent of the Sublandlord and said consent shall not be unreasonably withheld.
8. The Subtenant, upon the payment of the rent herein reserved, and upon performance of all the terms of this Sublease, shall at all times during the term of this Sublease and during any extension or renewal thereof peaceably and quietly enjoy and have the free and uninterrupted right of exclusive access and possession of the Leased Property without any disturbance from the Sublandlord or from any other person claiming through the Sublandlord.
9. Maintenance and Repairs
 - a. The Sublandlord shall maintain and make all necessary repairs to the foundations, load bearing walls, roof, gutters, downspouts, exterior water and sewer lines, fixtures, glass and equipment on or associated with the

Leased Property (including but not limited to heating and air conditioning systems, hot water heater, and plumbing and electrical systems), sidewalks and landscaping on or appurtenant to the building.

- b. Subtenant shall maintain and keep the Leased Property in good repair, free of refuse and rubbish.
 - c. Subtenant shall attend to the painting of and repairs to all interior surfaces, including walls, floors and ceilings.
 - d. Notwithstanding the other provisions of this paragraph, any repairs and replacements necessitated by any act, omission or negligence of either party or its agents or servants shall be made at the expense of that party.
 - e. Sublandlord shall keep the grounds surrounding the building mowed and trimmed to provide a kept appearance to the property.
 - f. Sublandlord shall, within a reasonable time, remove or cause to be removed any snow accumulating in the parking lot area which would prevent adequate parking for the Subtenant or its clients, as well as the sidewalk as required by the City of Rehoboth Beach.
 - g. In the event the Subtenant is unable to obtain parking privileges at the church located on the property adjoining the Leased Property, the Sublandlord shall install a grass-stabilizing, permeable paver system (such as the Vodaland Permeable HexPave System or a comparable product) on a portion of the grassed area of the Leased Property measuring 20 feet by 40 feet, or such other dimensions as may be permitted. The paver system shall be installed solely for the purpose of creating a parking area for the Subtenant's vehicles, including Sussex County paramedic vehicles, other operational vehicles, and the personal vehicles of paramedic staff. The parties acknowledge and agree that the paver system shall comply with all applicable provisions of the Sussex County Code.
10. Subtenant shall pay for all electricity and all other utilities required for adequate lighting, heating and other requirements of the Subtenant and the Leased Property, with the exception of water and sewer, which shall be provided for by the Sublandlord for no additional charge to the Subtenant. The Sublandlord shall forward all invoices for utilities to the Subtenant and allow thirty (30) days for payment from the date of receipt.
11. Subtenant may only make alterations, additions or improvements to the Leased Property with the prior written approval of the Sublandlord and the Primary Landlord, which shall not be unreasonably withheld, and shall conform to the requirements of any applicable county, state or federal law, ordinance, rule or regulation. Any alterations to the Leased Property made by the Subtenant shall be maintained at all times by the Subtenant in conformance with the terms hereof and shall be removed upon the expiration of the term of the Sublease or its earlier termination, at the option of the Sublandlord and Primary Landlord, provided Subtenant repairs any damage done in connection with such removal.

12. At the expiration of this Sublease, and opting not to renew for an additional term, the Subtenant shall surrender the Leased Property in as good condition as it was in the beginning of the term, reasonable use and wear and damages by the elements excepted.
13. A. The following shall be deemed acts of default by Subtenant under the terms of this Sublease:
 - i. If Subtenant defaults in the payment of rent or any sum collectable by Sublandlord as rent, and such default shall continue for fifteen (15) days, without notice thereof by Sublandlord to Subtenant;
 - ii. Subtenant defaults in the prompt and full performance of any covenant, condition, agreement or provision of this Sublease and such default shall continue for fifteen (15) days after Sublandlord provides Subtenant with written notice thereof; provided, however, that in the case of a default which cannot with due diligence be corrected by the Subtenant within a period of fifteen (15) days, Subtenant shall have such additional time to correct the same as may reasonably be necessary, provided Subtenant proceeds promptly and with due diligence to correct such default; or
 - iii. The commission of any act which is prohibited by the terms of this Sublease.
- B. In the event of an act of default by Subtenant, the Sublandlord shall have the following remedies:
 - i. Cancel and terminate this Sublease by providing thirty (30) days' written notice to Subtenant or any person claiming under Subtenant, and upon Sublandlord's filing of an action for summary possession and obtaining a Court Order therefor, Subtenant or any person claiming under Subtenant shall thereupon surrender quiet and peaceable possession of the Leased Property and all keys and other personal property of Sublandlord to Sublandlord. Provided, however, that if the default is for nonpayment of rent, such notice period shall be sixty (60) days' written notice.
 - ii. File a debt action for unpaid rent or for damages to the Leased Property; or
 - iii. Exercise of any other remedy which may be available at law or in equity or under the terms of this Sublease.
14. In the event Sublandlord defaults on any of its obligation under this Sublease, Subtenant shall provide Sublandlord with written notice of Sublandlord's default and Sublandlord shall have a period of fifteen (15) days from the date of the notice to cure the default. The notice shall be delivered in accordance with paragraph 23 of this Sublease. In the event Sublandlord fails or refuses to cure the default within the 15-day cure period, Subtenant shall, at its sole

discretion, have the right to terminate this Sublease and shall have no further obligation hereunder. In the event Sublandlord does not cure the default and Subtenant does not terminate the Sublease, Subtenant's failure to terminate shall not act as a waiver of any potential future default on Sublandlord's behalf.

15. The Sublandlord or his agents shall have the right to enter the Leased Property at all reasonable times during normal business hours in order to examine it or to show it to prospective lessees, upon no less than twenty-four (24) hours' prior notice to Subtenant, unless otherwise agreed to by both parties, and in the company of a representative of the Subtenant. The Sublandlord's right of entry shall not be deemed to impose upon the Sublandlord any obligation, responsibility or liability for the care, supervision or repair of the Leased Property other than as herein provided.

16. Insurance:

A. Subtenant shall secure and maintain, at its own expense the following insurance coverages on the Leased Property with all policies issued by carriers having an A.M. Best's Financial Strength Rating of A- (or better), an A.M. Best's Financial Size Category of VIII (or better), and who are licensed to provide insurance in the State of Delaware:

- i. Causes of Loss – Special Form (formerly known as “All-Risk”) Property Insurance which insures against direct physical loss of or damage to Subtenant's business personal property, including improvements and betterments to the Leased Property at Subtenant's expense, with limits sufficient to insure Subtenant's interest herein.
- ii. Causes of Loss – Special Form (formerly known as “All-Risk”) business income and extra expense insurance in amounts satisfactory to protect Subtenant's interests for loss of income and/or extra expense that results from direct physical loss of or damage to Subtenant's property situated at Leased Property.
- iii. Commercial General Liability (Occurrence Basis) insurance which insures against bodily injury, property damage, and personal injury claims arising from Subtenant's occupancy of the Leased Property or operation incidental thereto, with the following limits:
 - \$1,000,000 per occurrence
 - \$2,000,000 general aggregate
 - \$2,000,000 product completed operations aggregate limit
 - \$1,000,000 personal and advertising injury limit
 - \$5,000 medical expense limit

Such insurance shall include Sublandlord as an additional insured. Subtenant shall provide proof of insurance prior to occupancy.

B. Sublandlord shall secure and maintain, at its own expense the following insurance coverages on the Leased Property with all policies issued by carriers having an A.M. Best's Financial Strength Rating of A- (or better), an A.M. Best's Financial Size Category of VIII (or better), and who are licensed to provide insurance in the State of Delaware:

- i. Causes of Loss – Special Form (formerly known as “All-Risk”) Property Insurance which insures against direct physical loss of or damage to the building at the Leased Property and Sublandlord’s business personal property at the Leased Property on a replacement cost valuation basis, with limits not less than 100% of the insurable replacement cost of Sublandlord’s property.
- ii. Causes of Loss – Special Form (formerly known as “All-Risk”) business income and extra expense insurance in amounts satisfactory to insure Sublandlord’s loss of income and/or extra expense that results from direct physical loss of or damage to Sublandlord’s property (Leased Property and any other property located thereon).
- iii. Commercial General Liability (Occurrence Basis) insurance which insures against bodily injury, property damage, and personal injury claims arising from Sublandlord’s ownership, maintenance or use of Leased Property or operations incidental thereto, with the following limits:
 - \$1,000,000 per occurrence
 - \$2,000,000 general aggregate
 - \$2,000,000 product completed operations aggregate limit
 - \$1,000,000 personal and advertising injury limit
 - \$5,000 medical expense limit

17. A. If, during the term of the Sublease, the building is so injured by fire or otherwise, including whole or partial condemnation, that the Leased Property are rendered wholly unfit for Subtenant’s intended use and said Leased Property cannot be repaired within ninety (90) days from the happening of such injury, then the Sublease shall cease and terminate from the date of such injury. In such case, the Subtenant shall pay the rent apportioned to the time of injury and shall surrender to the Sublandlord, who may enter upon and repossess the premises. If the injury is such that the demised premises can be repaired within the ninety (90) days thereafter, Sublandlord shall enter and repair with reasonable promptness, and this Sublease shall not be affected, except that the rent shall be suspended while such repairs are being made.

B. In the event of condemnation, Sublandlord shall be entitled to the full award paid by the condemnor.

18. Indemnification/Waiver of Subrogation:

- a. To the extent permitted by law, the Subtenant shall indemnify, defend and hold Sublandlord harmless, including court costs, expenses and attorneys' fees, from and against claims for bodily injury (including death) and property damage arising out of Subtenant's occupancy of the Leased Property or operations incidental thereto, unless such claims arise from the negligence or willful act of the Sublandlord.
 - b. To the extent permitted by law, the Sublandlord shall indemnify, defend and hold Subtenant harmless, including court costs, expenses and attorneys' fees, from and against claims for bodily injury (including death) and property damage arising out of Sublandlord's ownership, maintenance or use of the premises or operations incidental thereto, unless such claims arise from the negligence or willful act of the Subtenant.
 - c. To the fullest extent permitted by law, Sublandlord and Subtenant each waives any right of recovery from the other and their respective appointed and elected officials, officers, directors, partners employees, agents and volunteers for any loss of or damage to the property (or resulting loss of income or extra expense) of the other party, by reason of any peril required to be insured against under this Sublease, regardless of the cause of origin, including the negligence of the other party. To the fullest extent permitted by law, Sublandlord's and Subtenant's property insurers shall not hold any right of subrogation against the other party. Sublandlord and Subtenant shall advise their respective insurer(s) of the foregoing, and such waiver shall be permitted under any property and/or business income insurance policies maintained by Sublandlord and Subtenant. It is agreed that, if Subtenant is negligent for damage to Sublandlord's property, that the Subtenant will reimburse Sublandlord for the amount of the deductible, not to exceed \$5,000.00. It is further agreed that, if Sublandlord's negligence results in damage to any of Subtenant's property located on the Leased Property during the term hereof, Sublandlord shall reimburse Subtenant for the amount of the deductible, not to exceed \$5,000.00.
19. Nothing contained herein is intended to waive, alter, or otherwise amend Subtenant's immunity under the Delaware Code or otherwise, including, but not limited to the County and Municipal Tort Claims Act. Additionally, nothing contained herein is intended to violate any constitutional principles of the State of Delaware or United States. To the extent that any obligations contained in this Agreement are determined by court or other judicial action to waive, alter, or otherwise amend such immunity or to be constitutionally prohibited or otherwise not in accordance with the laws in effect at the time of any such claim, liability, cost or expense, the offending language shall be stricken from this Agreement by such authority and considered invalid and unenforceable to the extent necessary to allow the application of such immunity to any claims,

losses, damages, or suits asserted against either party or to the extent necessary to correct such violation of the law. The parties agree that any claims, liabilities, damages, costs and expenses shall be subject to the provisions of the County and Municipal Tort Claims Act, including the limitations on damages.

20. Any controversy which arises between the Sublandlord and the Subtenant regarding the rights, duties or liabilities hereunder of either party may, but shall not be required to, be settled by arbitration, if mutually agreed upon by the parties. Such arbitration shall be before one disinterested arbitrator if one can be agreed upon, otherwise before three disinterested arbitrators, one named by the Sublandlord, one named by the Subtenant, and one by the two thus chosen. The arbitrator or arbitrators shall determine the controversy in accordance with the laws of the State of Delaware, as applied to the facts found by him or them. The arbitrator's decision shall be non-binding. Nothing herein contained shall be construed as a waiver by either party to file suit, either in law or in equity, against the other party to resolve any and all disputes under this Sublease.
21. This Sublease is conditioned upon obtaining any required consent of the Primary Sublandlord. Failure to obtain such consent shall render this Sublease null and void.
22. Subtenant shall not assign this Sublease or further sublet the Premises without Sublandlord's prior written consent and any required consent of the Prime Landlord.
23. All notices, requests, demands and other communications, including a notice to quit, required or permitted under this Sublease shall be in writing, signed by or on behalf of the person giving such notice and may be served in any one of the following manners and shall be effective as of the time specified: (a) If by personal service upon Sublandlord or Subtenant, on the date of such service when served by an adult person upon the party to receive the notice or upon an adult member of the household or upon the agent of any corporation, or other business entity; (b) If by posting on the Leased Property, on the date of posting the same in a conspicuous place on the Leased Property (this method of service to be used only for notices, requests, demands and other communications, including notices to quit, from Sublandlord to Subtenant); or (c) If by registered or certified mail, on the date of receipt of the same as evidenced by the return receipt if signed by the party to be served or an adult member of the household or agent of the corporation or other business entity. If the same is returned by the U.S. Postal Service bearing notations such as "Refused" or "Unclaimed," service shall be deemed to have been made on the first business day following mailing of the same.

The Sublandlord designates its address as:

Mr. John Herbert
24501 Lenah Trails Place
Aldie, VA 20105

The Subtenant designates its address as:

Todd Lawson, Sussex County Administrator
Sussex County
2 The Circle
P.O. Box 589
Georgetown, DE 19947

24. The language in all parts of this Sublease shall in all cases be simply construed according to its fair meaning and not strictly for or against Sublandlord or Subtenant.
25. If any particular term, covenant or provision of this Sublease shall be determined to be invalid, illegal, void or unenforceable, the same shall not affect the remaining provisions of this Sublease which shall nevertheless remain in full force and effect and said term, covenant or provision shall be deemed modified to conform with the law. This Sublease shall be governed under the laws of the State of Delaware. The parties acknowledge and agree that this is a Commercial Lease. Accordingly, this Sublease shall NOT be governed by the Delaware Landlord-Tenant Code 25 Del. C. § 5101 et seq.
26. This Sublease sets forth all the promises or representations, agreements and undertakings between Sublandlord and Subtenant relative to the Leased Property. There are no promises, representations, agreements or undertakings, either oral or written, between Sublandlord and Subtenant except as set forth herein. No amendment, change or addition to this Sublease shall be binding upon either party unless reduced to writing and signed by both parties. This Sublease shall be binding upon Sublandlord and Subtenant, their heirs, executors, administrators, assigns and successors, both Sublandlord and Subtenant being duly authorized to execute the same.
27. This Sublease shall be executed in two (2) counterparts, and each shall be considered valid as an original for all purposes and 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.
28. In the event any action is brought to enforce the terms of this Sublease, each party shall be responsible for its own costs, expenses and attorney's fees arising therefrom.

29. This Sublease is the product of the parties hereto and no conclusion shall be made as to its drafter in the event of any dispute.
30. The parties to this Sublease agree to waive their rights to demand a jury trial in any action which may be brought to enforce any portion of this Sublease.
31. Time shall be of the essence for the performance of all terms of this Sublease.

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

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have hereunto set their hands and seals on the day and year set forth below.

SUBLANDLORD:

Date

By: _____ (SEAL)
John Herbert

SUBTENANT:

SUSSEX COUNTY

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

Date

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

The Waypoint Reho LLC joins in this Sublease solely to consent to the transfer to Sublandlord, John Herbert, of prepaid rent in the amount of Six Thousand Dollars (\$6,000.00), previously paid to it by Sussex County, Subtenant, pursuant to a Lease between The Waypoint Reho LLC and Sussex County dated April 8, 2025 (the "Prepaid Rent"), which lease is being terminated simultaneously herewith. The Prepaid Rent shall be applied to the first two (2) months' rent under this Sublease.

THE WAYPOINT REHO LLC, a Delaware limited liability company

Date

By: _____ (SEAL)
Joseph Herbert, Authorized Person

Approved as to Form:

J. Everett Moore, Jr., Sussex County Attorney

Date

Exhibit A
Residential Lease Agreement

Exhibit B

Consent to Sublet for Use as a Paramedic Station



Consumer Information Statement (CIS) for Consumers Seeking to Rent Residential Property

This information is from the Delaware Real Estate Commission and is not a contract.

Delaware law, title 24 ch.29 requires real estate salespersons, associate brokers, and brokers to provide this CIS to you at the earlier of your first scheduled appointment, the first showing of a property, or making an offer unless you are a tenant for 120 days or less. You are encouraged to read this CIS before you list your home for rent or go to view homes to rent. This is first given to you to explain Agency law in Delaware. It must be signed prior to completing a rental application, or the signing of a rental agreement (lease), a listing agreement, or any other brokerage agreement.

Presumed Agency: You are a customer when you first contact a broker or salesperson who immediately owes you a duty of confidentiality as explained below. You automatically become a client and the other Statutory Duties begin upon the earlier of (i) the first scheduled appointment, (ii) the first showing of a property, (iii) making an offering, or (iv) the agent working for you, unless a CIS is signed indicating there is no agency relationship which means there are no duties owed to you other than confidentiality. **Under Delaware Law, it is presumed that you consent to dual agency unless you fill out this form saying you do not want dual agency.** Dual agency is explained below.

Brokers and Salespersons as Statutory Agents: Under Delaware law, a real estate broker, associate broker, or salesperson is a statutory agent of yours and may be a dual agent representing both parties unless you elect, in a written agreement, to enter into a common law agency relationship or to decline dual agency. A statutory agent is an independent contractor. He or she is NOT your fiduciary, but is an agent with duties specified by Delaware statutory law. Unless you say otherwise, the broker, associate broker, or salesperson also may represent both the tenant and landlord with duties owed to both which is called dual agency as explained below.

Compensation:

Broker and agent compensation is not set by law and is fully negotiable. There is not a “standard commission.” You should discuss compensation and the scope of services to be provided for such compensation with your real estate agent early in the process. Brokers can set their own compensation and fees based on what services are offered and their business model in the competitive marketplace. To protect your interests, it is recommended that you enter into a written agency agreement outlining your real estate agent’s duties, as well as your rights and responsibilities.

Important Terms:

Client: The member of the public who is the principal in the statutory agency relationship.

Customer: A member of the public who is working with a licensee, before the presumed agency relationship begins or who declines agency representation which means there are no duties other than confidentiality.

Delaware Real Estate Commission: The regulatory body which issues licenses to brokers and salespersons under Delaware law, and which hears complaints filed by the public with respect to licensees. License law and rules and regulations are available on the Real Estate Commission’s website at www.dpr.delaware.gov.

Designated Agent: An independent contractor working with you under statutory agency. He or she may be licensed as a broker, associated broker, or a salesperson.

Dual Agency: Whenever a dual agency relationship exists, the designated salesperson or associate broker, that agent’s broker, and the brokerage organization may be dual agents. Examples are listed below:

1. If the same salesperson or associate broker represents both the tenant and landlord in a transaction, then that salesperson or associate broker, his or her broker, and brokerage organization are all dual agents.
2. If the tenant and landlord are represented by two different salespeople or associate brokers working for the same broker, then the broker and the brokerage organization are both dual agents, but the salespersons or associate brokers are not.
3. If the tenant and landlord are represented by two different salespeople or associate brokers working for different brokers under the same brokerage organization, then only the brokerage organization is a dual agent.

Statutory Agent: An agent with duties under Delaware statutory law, not common law fiduciary duties. The agent is a statutory agent for you and may be a dual agent as explained above.

Confidentiality: Brokers and salespersons have a duty of confidentiality to all parties from the moment of their first contact. **A broker or salesperson MAY NOT disclose the following information UNLESS the affected party has provided his or her informed consent:**

1. The tenant is willing to pay more rent than what has been offered.
2. The landlord is willing to accept less than the rent rate asked.
3. The landlord or tenant will agree to terms other than those offered.
4. Any personal motivations for any party to a transaction, **IF** that party has requested that the information be kept confidential.
5. Other confidential information, **UNLESS** disclosure is required by law, or **UNLESS** failure to disclose would be fraud or intentional misrepresentation.
6. Facts or suspicions regarding circumstances which may psychologically impact or stigmatize property under Section 2927 of Title 24 of Delaware law unless by law it must be disclosed.
7. Facts or suspicions that someone is a registered sex offender under Delaware law. Information regarding registered sex offenders is available from the Delaware State Police at www.state.de.us/dsp/sexoff/index.htm.

Important Information:

1. The client and his or her broker and designated agent are not responsible for the wrongful actions of the other unless they had actual knowledge of the wrongful act, error, omission or misrepresentation; however, the person who was wrong is still responsible.
2. Notice given to a designated agent is considered notice to that designated agent's client. **Notice given to anyone else in the licensee's office is not considered notice to that client.**
3. Put it in writing! Statements and negotiations by a party are not binding until they are in writing and signed by the party.

Brokers, Associate Brokers, and Salespersons MUST:

1. Comply with all applicable laws, including performing the duties required of him or her by the statute and rules and regulations of the Delaware Real Estate Commission.
2. Follow all other applicable laws, including laws governing fair housing and civil rights.
3. Perform as required by the terms of any written brokerage agreement, if one exists.
4. Exercise reasonable skill and care as a broker or salesperson.
5. Advise you to obtain expert advice on material matters outside his or her expertise.
6. Account to you in a timely manner for all money and property received.
7. Help to inform the parties regarding the progress of the transaction.
8. Disclose adverse material facts or defects actually known by the broker or salesperson.
9. Put any compensation agreement in writing.

Brokers, Associate Brokers, and Salespersons MAY:

1. List similar properties for rent.
2. Show clients properties not owned by their other clients.
3. Show the same property one client is interested in to one or more other clients.
4. Provide information generally available to licensees, such as recent rental activity.
5. Give advice and opinions throughout the real estate transaction.
6. Help you prepare offers and counteroffers and present them in a timely manner so long as the forms used advise the parties that they may seek legal advice prior to signing.
7. Develop negotiating strategies or options for how to proceed with a transaction.
8. Perform ministerial tasks.
9. Cooperate with other brokers or salespersons.
10. Provide clients with relevant information and advice when requested.
11. Transmit financial information provided to them. Although they do not independently verify the accuracy or completeness of this information, they **MAY NOT** transmit financial information they know is false.

Common Law Agency: Under Delaware law, salespersons, associate brokers, and brokers are statutory agents as explained in this form and are not common law agents. If you are considering hiring a common law agent, you should obtain disclosure of the potential legal liability and financial risks of common law agency and read and understand those risks before you enter into a common law agency relationship.

1. Client(s) or Customer(s):
JOHN HERBERT

2. Licensee: Kyle Kilgo

3. Brokerage Office Name and Registered Phone Number:
Rehoboth (302) 227-2541

4. Relationship: Nothing needs to be completed in this paragraph because the law presumes you want Agency Representation and Dual Agency unless you want to opt out by choosing a different status.

I am the **LANDLORD**. The licensee identified above is:

My designated landlord’s agent and dual agent, if I am renting my property to a tenant whom the agent also represents. This relationship is presumed by law unless you choose a different relationship by initialing one of these boxes. **You do not need to initial any of these boxes if you are staying with the presumed status of agency and dual agency.**

<u> </u> My designated landlord’s agent only .	Or <u> </u> The tenant’s agent and NOT my agent.
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I am the **TENANT**. The licensee identified above is:

My designated tenant’s agent and dual agent, if I am renting a property from a landlord whom the agent also represents. This relationship is presumed by law unless you choose a different relationship by initialing one of these boxes. **You do not need to initial any of these boxes if you are staying with the presumed status of agency and dual agency.**

<u> </u> My designated tenant’s agent only .	Or <u> </u> The landlord’s agent and NOT my agent.	Or <u> </u> Not my agent, I am only a Customer.
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5. Signing this form does not obligate me to pay anything. I am only obligated to pay a fee if I enter into a separate written brokerage agreement (for example, a listing or tenant representation agreement) signed by me. This CIS must be signed prior to completing a rental application or the signing of a rental agreement (lease), a Listing Agreement, or any other brokerage agreement.

By signing this form, I acknowledge that I have been given an opportunity to read this CIS and recognize the agency or customer relationship indicated above in section 4.

Authentisign

 Signature of Landlord or Tenant Date: 12/08/2025 Date: _____

Authentisign

 Signature of Broker or Licensee Date given to Landlord or Tenant: 12/08/2025

Form Approved by the Delaware Real Estate Commission on August 8, 2024



RESIDENTIAL LEASE-RENTAL AGREEMENT

This is a legally binding Agreement; if not understood, seek competent legal advice prior to signing.



THIS FORM IS DESIGNED AND INTENDED FOR THE LEASE-RENTAL OF RESIDENTIAL REAL ESTATE LOCATED IN THE STATE OF DELAWARE (EXCEPTING THOSE RENTAL AGREEMENTS WHICH ARE EXCLUDED FROM APPLICATION OF THE DELAWARE LANDLORD-TENANT CODE).

PARTIES:

Landlord: CLYDE VANN

Tenant: JOHN HERBERT

Current Address: 24501 LENA H TRAILS PLACE, ALDIE, VA. 20105

Primary Phone #: (703) 928-0039 Email address: JHN.HERBERT@GMAIL.COM

	Total Due	Received	Balance Due Prior To Occupancy
Rent for the period of <u>12/15/2025-12/15/2027</u> 12/01/2025-12/01/2027	\$ 57,600	\$	\$ 2,400
Security Deposit:	\$ 2,400.00	\$	\$ 2,400
Tax (if applicable):	\$	\$	\$
Animal/Pet Deposit:	\$	\$	\$
Other:	\$	\$	\$
TOTAL:	\$ 60,000	\$	\$ 4,800

Tenant hereby offers to rent from the Landlord and Landlord agrees to rent to Tenant the property situated in the City/Town of REHOBOTH BEACH County of SUSSEX, State of Delaware, and more fully described as 19948 CHURCH STREET REHOBOTH BEACH, DE 19971 (hereafter referred to as the "Property"), with a mailing address of: 19948 CHURCH STREET, REHOBOTH BEACH, DE. 19971

upon the following TERMS and CONDITIONS:

- TERM:** The term hereof shall commence on 12/15/2025
~~12/01/2025~~, and continue until 11:59PM on 12/14/2027
~~11/30/2027~~ (last day of term), for a total rent of 57,600.00, plus tax if applicable.
- RENT:** Rent shall be 2,400.00, per month, payable in advance, upon the 15th
~~1ST~~ day of each calendar month to Landlord, or his authorized Agent, at the following address: 733 BENCHMARK DRIVE, RALEIGH, NC. 27615 OR BANK DEPOSIT or at such other place as may be designated by Landlord from time to time. In the event the rent is not paid within five (5) days after due date, Tenant agrees to pay a late charge of \$ 150.00 .. Tenant further agrees to pay \$ 75.00 for each dishonored payment. The Landlord is entitled to make written demand for any rent if not paid when due. Any unpaid balances remaining after termination of occupancy shall accrue interest at the maximum rate allowed by law. Properties located within certain cities, municipalities and communities may be subject to additional rental taxes. Tenant agrees to pay any applicable rental tax monthly in addition to the rental amount stated herein.
- RENTAL APPLICATION.** In the event Tenant has completed a rental application, Tenant represents that all information contained therein is true and correct to the best of the Tenant's knowledge, information and belief. Providing incorrect or inaccurate information on the application is a breach of this Agreement and shall be grounds for termination of this Agreement by the Landlord.
- TENANT RESPONSIBILITIES.** It is expressly understood that this Agreement is between the Landlord and each signatory jointly and severally. Each signatory shall be responsible for timely payment of all rent and performance of all other provisions of this Agreement.
- USE AND OCCUPANCY.** The Property shall be used exclusively as a residence for no more than 4 persons. Guests staying more than fourteen (14) days in a forty-five (45) day period without prior written consent of Landlord shall constitute a violation of this Agreement.

Landlord's Initials CV Tenant's Initials JH

- 6. **UTILITIES:** Tenant shall be responsible for the payment of all utilities and services unless otherwise provided in this Agreement. Any utilities or services which cannot be transferred into Tenant's name are still the responsibility of the Tenant unless otherwise agreed to herein and Tenant agrees to reimburse Landlord/Agent within 14 days of receipt of notice thereof. Tenant agrees not to turn off the utilities at the end of the lease term but to have them transferred back into the Landlord's name unless otherwise instructed by Landlord.
- 7. **PETS.** Unless otherwise provided by separate addendum, no pets of any kind shall be brought on the Property without the expressed written consent of the Landlord.
- 8. **ORDINANCES AND STATUTES.** Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the Property. Tenant further agrees to abide by all rules and regulations of any community or condominium in which the Property is a part of, whether promulgated before or after the execution of this Agreement. Tenant shall be responsible for any fees, fines or penalties assessed against Landlord resulting from any actions of the Tenant or Tenant's guests or invitees in violation of this provision.
- 9. **BUILDING/COMMUNITY RULES:** In the event that the Property is a portion of a building or community containing more than one unit, Tenant agrees to abide by any and all building/community rules, whether promulgated before or after the execution hereof, including, but not limited to, rules with respect to noise, odors, disposal of trash, pets, parking, grass cutting and use of common areas.
- 10. **NO SUBLETTING OR ASSIGNING OF RENTAL AGREEMENT:** Tenant shall not assign this Agreement. Tenant shall not sublet the Property or any portion thereof without the prior written consent of the Landlord, which consent shall not be unreasonably withheld.
- 11. **SUBORDINATION.** Tenant agrees that this Agreement shall be subordinate to any mortgages which may now be in effect or hereafter be placed upon the real property of which the Property forms a part, and to any and all advances made or to be made thereunder. Tenant agrees to sign any and all papers required by a lender or title insurer to confirm this.
- 12. **MAINTENANCE, REPAIRS OR ALTERATIONS.** Tenant acknowledges that the Property is in good order and repair, unless otherwise indicated herein. Tenant shall at all times, maintain the Property in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Tenant shall be responsible for damages caused by his negligence and that of his family or invitees and guests. Tenant shall not paint, paper or otherwise redecorate or make alterations to the Property without the prior written consent of the Landlord. Tenant shall irrigate and maintain any surrounding grounds, including lawns, and shrubbery, and keep the same clear of trash or weeds, if such grounds are a part of the Property and are exclusively for the use of the Tenant unless otherwise agreed herein. Tenant shall not commit any waste upon the said Property, or any nuisance or act which may disturb the quiet enjoyment of any Tenant in the building, or any surrounding neighbors. Tenant shall not have a waterbed on the Property without the prior written consent of the Landlord.
Any defective condition of the Property which comes to the Tenants' attention, and which the Tenant has reason to believe is the duty of the Landlord or of another Tenant to repair, shall be reported in writing by the Tenant to the Landlord as soon as is practicable. The Tenants shall be responsible for any liability or injury resulting to the Landlord as a result of the Tenants' failure to timely report such condition, unless Landlord has actual notice of the defective condition. Tenant agrees, at their own expense, to replace any/all HVAC filters and smoke detector batteries no less than every six (6) months.
- 13. **INVENTORY.** The rental shall include the following appliances, furnishings and appointments:
FURNISHED AS SHOWN OTHER THAN THE MATTRESSES IN THE SECOND AND THIRD BEDROOMS.

14. **DAMAGES TO PREMISES.** If the rental unit or any other property or appurtenances necessary to the enjoyment thereof are damaged or destroyed by fire or casualty to an extent that enjoyment of the rental unit is substantially impaired, and such fire or

Landlord's Initials *CR* Tenant's Initials *JS*

other casualty occurs without fault on the part of the tenant, or a member of the tenant's family, or another person on the premise with the tenant's consent, the tenant may: (1) Immediately quit the premises and promptly notify the landlord, in writing, of the tenant's election to quit within 1 week after vacating, in which case the rental agreement shall terminate as of the date of vacating. If the tenant fails to notify the landlord of the tenant's election to quit, the tenant shall be liable for rent accruing to the date of the landlord's actual knowledge of the tenant's vacating the rental unit or impossibility of further occupancy; or (2) If continued occupancy is lawful, vacate any part of the premises rendered unusable by fire or casualty, in which case the tenant's liability for rent shall be reduced in proportion to the diminution of the fair rental value of the rental unit. (b) If the rental agreement is terminated, the landlord shall timely return any security deposit, pet deposit and pre-paid rent, except that to which the landlord is entitled to retain pursuant to the Delaware Landlord Tenant Code. Accounting for rent in the event of termination or apportionment shall be made as of the date of the fire or casualty.

15. ENTRY AND INSPECTION. Landlord or Landlord's Agent shall have the right to enter the Property: (a) in case of emergency; (b) to inspect the Property, make necessary or agreed repairs, decorations, alterations, improvements, and supply necessary or agreed services, exhibit the Property to prospective buyers, mortgagees, tenants, workmen, or contractors; or (c) when Tenant has abandoned or surrendered the Property. Except under (a) and (c), entry maybe made only during normal business hours, and with at least forty-eight (48) hours prior notice to Tenant given in accordance with the Landlord Tenant Code, unless otherwise agreed to by addendum to this Agreement.

16. INDEMNIFICATION. To the fullest extent permitted by law, Landlord or Landlord's Agent shall not be liable for any damage or injury to Tenant, or any other person, or to any personal property, occurring on the Property or any part thereof, or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of the Landlord, his agents, or his employees. Tenant agrees to hold Landlord and Agent harmless from any claims for damages, no matter how caused, except for injury or damages caused by willful act or negligence of Landlord, his Agents, or employees. Landlord's insurance does not cover Tenant's personal property. Tenant is encouraged to obtain Tenant's insurance for their contents and personal liability.

17. POSSESSION. If the Landlord fails to put the Tenant into full possession of the Property at the beginning of the agreed term, the rent shall abate during any period the Tenant is unable to enter and:

- I. Upon notice to the Landlord, the Tenant may terminate the rental agreement at any time the Tenant is unable to enter into possession; and the Landlord shall return all monies paid to the Landlord for the rental unit, including any pre-paid rent, pet deposit and security deposit; and
- II. If such inability to enter is caused wrongfully by the Landlord or by anyone with the Landlord's consent or license due to substantial failure to conform to existing building and housing codes, the Tenant may recover reasonable expenditures necessary to secure equivalent substitute housing for up to one (1) month. In no event shall such expenditures under this subsection exceed the agreed upon rent for one (1) month. Such expenditures may be recovered by appropriate action or proceeding or by deduction from the rent upon the submission of receipts for same.

If such inability to enter results from the wrongful occupancy of a holdover Tenant and the Landlord has not brought an action for summary possession against such holdover Tenant, the entering Tenant may maintain an action for summary possession against the holdover Tenant.

18. DEFAULT. Should the Tenant fail to pay rent when due, or otherwise violate any of the provisions of this Agreement, and should such failure to pay rent or other violation continue after proper notice of such default is given in the manner required by law, five (5) days notice for unpaid rent and seven (7) days notice for all other violations, then the Landlord may elect to (a) continue the Agreement in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it becomes due, or (b) at any time, terminate all of the Tenant's rights hereunder and recover from Tenant all damages permitted herein, or by law. If Tenant abandons or vacates the Property while in default of the payment of rent, Landlord may consider any personal property left on the Property to be abandoned and may dispose of the same in any manner allowed by law.

19. SECURITY. The security deposit set forth shall secure the performance of the Tenant's obligations as defined below:

- I. Reimburse the Landlord for the actual damages caused to the Property by the Tenant which exceed normal wear and tear or which cannot be corrected by painting and ordinary cleaning; and/or,

Landlord's Initials



Tenant's Initials



- II. Pay the Landlord for all rental arrearage due under this Agreement, including Service Fees and rental due for premature termination or abandonment of this Agreement by the Tenant; and/or,
- III. Reimburse the Landlord or their agent for all reasonable expenses incurred in renovating and re-renting the Property caused by the premature termination of this Agreement by the Tenants, which included termination pursuant to 25 Del. C. 5314.

In the event a pet deposit has been paid by Tenant, any damage to the Property caused by a pet shall first be deducted from the pet deposit. Where the pet deposit is insufficient, such damages may be deducted from the security deposit. Pursuant to the Landlord Tenant Code, the Landlord may, but shall not be obliged to, apply all portions of the said deposit on the account of Tenant's obligations hereunder. Any balance remaining upon termination, shall be returned to the Tenant. Tenant shall not have the right to apply the security deposit in payment of the last month's rent. All deposits will be held in escrow by the Landlord or their authorized Agent unless otherwise notified. Deposits shall be held in an account with a federally insured banking institution with an office that accepts deposits in Delaware.

20. DEPOSIT REFUNDS. Within twenty (20) days after the lawful termination or expiration of any rental agreement, the landlord shall provide the tenant with an itemized list of damages to the premises and the estimated costs of repair for each and shall tender payment to the tenant for the difference between the security deposit and such costs of repair of damage to the premises provided the total costs of repair are less than the amount of the security deposit. In the event the total costs of repair on the itemized list provided to the tenant equal or exceed the amount of the security deposit, the landlord may retain the entire amount of the security deposit and thereafter pursue any and all legal remedies available by law.

21. FAIR HOUSING. All Parties agree to comply with all federal and state Fair Housing and Civil Rights laws in the rental of the Property and further agree specifically not to discriminate against any person because of RACE, COLOR, NATIONAL ORIGIN, RELIGION, CREED, SEX, MARITAL STATUS, FAMILIAL STATUS, MILITARY STATUS, AGE, SEXUAL ORIENTATION, GENDER IDENTITY, SOURCE OF INCOME, OCCUPATION, CURRENT HOUSING STATUS and/or DISABILITY, or any other protected classes, as may from time to time be added or amended by law.

22. TERMINATION. Either Landlord or Tenant may terminate this Agreement upon the expiration date by giving a minimum of sixty (60) days written notice prior to the last day of the term hereof, whereby this Agreement shall terminate upon its expiration date. Tenant may terminate this Agreement upon thirty (30) days written notice, which thirty-day period shall begin on the first day of the month following the day of actual notice, provided the Tenant can satisfy one of the requirements of the exceptions as set forth in 25 Del C §5314. In such event the Tenant shall provide Landlord with sufficient documentation to verify the Tenant's right to early termination. In the event a military service member qualifies under §535 of the Service members Civil Relief Act (50 USC App §§501 et seq), no early termination fee will be charged. On or before the expiration date, the Tenant shall surrender all keys, garage remotes, or other components of access to the Landlord or authorized agent at the address listed in Section 2.

23. HOLDOVER TENANCY. In the event the term of this Agreement is for one (1) year or longer and the Landlord does not give the Tenant at least sixty (60) days written notice prior to the expiration of the term, and the Tenant does not give at least sixty (60) days written notice to the Landlord prior to the expiration of the term, of either's intention to terminate this Agreement upon the end of the term, then the term shall become month to month and all other provisions shall continue in full force and effect until either party shall terminate the same by giving the other party sixty (60) days notice in accordance with the Delaware Landlord Tenant Code. Said sixty (60) days shall begin on the first day of the month following the date of such notice.

Should the Landlord intend to renew this Agreement subject to amended or modified provisions, the Landlord shall give the Tenant a minimum of sixty (60) days written notice prior to the expiration of the term hereof. After receipt of such notice from the Landlord, should the Tenant fail to give notice to the Landlord at least forty-five (45) days prior to the last day of the term hereof of their intention to terminate the existing Agreement, the provisions of the amended or modified Agreement shall be deemed to have been accepted and agreed to by the Tenants and the terms of the Agreement, as amended, shall take full force and effect.

Should the Tenant continue in possession of the Property after the expiration of this Agreement without the Landlord's consent and after receiving proper notice from the Landlord, Tenant shall pay to the Landlord a sum of double the monthly rental under this

Landlord's Initials Tenant's Initials

Agreement, computed and pro-rated on a daily basis, for each day the Tenant remains in possession for any period. In addition, the holdover Tenant without Landlord approval shall be responsible for any further losses incurred by the Landlord as determined by a proceeding before any Court of competent jurisdiction.

24. **WAIVER.** No failure of Landlord to enforce any term hereof shall be deemed a waiver. The acceptance of rent by Landlord or Landlord's agent shall not constitute a waiver of the Landlord's right to enforce any term hereof.

25. **NOTICES.** Any notice which either party may give, or is required to give, shall be given in accordance with the Delaware Landlord Tenant Code.

26. **TIME.** Time is of the essence in this Agreement.

27. **LANDLORD TENANT CODE.** THIS AGREEMENT SHALL BE GOVERNED BY THE DELAWARE LANDLORD TENANT CODE. The Tenant acknowledges receipt of a copy of the Landlord Tenant Code Summary. If the Property is in New Castle County outside a City, Tenant also acknowledges receipt of the New Castle County Tenants' Rights and Responsibilities Guide.

28. **NOTICE OF EXTENDED ABSENCE.** Tenant shall notify the Landlord in writing prior to the first day of any anticipated absence from the Property of the Tenant for more than seven (7) days. Failure to give said notice may be treated as abandonment of the Property and may be grounds for the termination of this Agreement. Tenant agrees to keep utilities on and adequate heat and A/C (if applicable) in the unit during any extended absence from the Property.

29. **ADDITIONAL TERMS AND CONDITIONS.** **TENANT WILL HAVE RIGHT TO FIRST REFUSAL TO PURCHASE SHOULD THE OWNER DECIDE TO SELL THE PROPERTY DURING THE PERIOD OF THIS LEASE ONLY.**

TENANT WILL BE RESPONSIBLE FOR ALL UTILITIES, CABLE/WIFI, LAWN, AND TRASH. OWNER WILL MAINTAIN THESE BILLS IN HIS NAME AND TENANT WILL REIMBURSE PERSUANT TO SECTION 6 OF THIS LEASE. OWNER AND TENANT AGREE THAT THE TENANT IS THE PRIMARY APPLICANT, BUT THE TENANT MAY BE STORING SOME ITEMS AT THE PROPERTY, MAY HAVE PARTICULAR RELATIVE WHO STAY AT THE PROPERTY FROM TIME TO TIME AND MAY ALLOW AN EMPLOYEE TO STAY AT THE PROPERTY FROM TIME TO TIME. THE PROPERTY MAY NOT BE SUBLET. TENANT IS RESPONSIBLE TO CHANGE OR HAVE THE HVAC FILTER CHANGE ONCE EVERY 3 MONTHS. TENANT MUST SHOW PROOF OF RENTER'S INSURANCE BY THE BEGINNING OF THE SECOND MONTH OF THE LEASE. PARKING IS LIMITED TO THE DRIVEWAY ONLY.

30. **CONSUMER INFORMATION STATEMENT (CIS).** The parties acknowledge that they have previously received, read and executed the Delaware Consumer Information Statement for Consumers seeking to Rent Residential Property and confirm the following agency relationships exist.

I. LONG & FOSTER REAL ESTATE, INC., Listing Broker

Landlord's Agent Dual Agent

II. KYLE KILGO, Licensee

Landlord's Designated Agent Designated Dual Agent

III. LONG & FOSTER REAL ESTATE, INC., Renting Broker

Tenant's Agent Dual Agent Landlord's Subagent

IV. KYLE KILGO, Licensee

Tenant's Designated Agent Designated Dual Agent Landlord's Subagent

ATTACHMENTS: If checked, the following attachments are made a part of this lease Agreement:

- Lead Based Paint Addendum
- Utility Addendum
- Furnishings Addendum
- Radon Disclosure
- Pet Addendum
- City of Newark Addendum
- Smoke Detector Pamphlet/Information
- Entry Agreement
- Right to Legal Representation Notice
- Building/Community Rules
- Entry Agreement with Lockbox Authorization
- Landlord Tenant Code Summary

Other: _____

31. **ENTIRE AGREEMENT.** The foregoing constitutes the entire Agreement between the parties and may be modified only by written Agreement signed by both parties. All parties hereto certify that they are at least eighteen (18) years of age and have the legal capacity to enter into this Agreement. Tenant and Landlord agree that the invalidity of any one or more provisions of this Agreement shall not invalidate any other provision of the Agreement itself.

Landlord's Initials CK

Tenant's Initials JK

IN WITNESS WHEREOF, the parties have signed this Agreement on the date stated below, thereby showing their receipt of same and their intent to be bound by the terms of this Agreement.

Authentisign 12/08/2025
 Landlord Date/Time
 12/8/2025 1:30:23 PM EST
 Landlord Date/Time

Authentisign 12/08/2025
 Tenant Date/Time
 12/8/2025 1:31:47 PM EST
 Tenant Date/Time

Owner and tenant have agreed that tenant may install a car port as picture provided to the owner in the grass just behind the driveway and next to the house at tenant's expense and to be removed at the end of the tenant's term. Additionally any cost of removal and/or grass repair upon removal will be at the tenant's expense.

All contact information below is included for informational purposes only and should not be construed as part of this agreement.

LONG & FOSTER REAL ESTATE, INC.

Listing Broker
 37156 REHOBOTH AVE. UNIT 5 REHOBOTH BEACH, DE. 19971
 Office Address
(302) 227-3821
 Office Phone Number

Emergency Phone Number

KYLE KILGO

Licensee
(302) 344-7769
 Licensee Cell Phone Number
KYLE.KILGO@LONGANDFOSTER.COM
 Licensee Email Address

LONG & FOSTER REAL ESTATE, INC.

Renting Broker
 37156 REHOBOTH AVE. UNIT 5 **REHOBOTH BEACH, DE. 19971**
 Office Address
(302) 227-3821
 Office Phone Number

Emergency Phone Number

KYLE KILGO

Licensee
(302) 344-7769
 Licensee Cell Phone Number
KYLE.KILGO@LONGANDFOSTER.COM
 Licensee Email Address



Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards RENTALS

For the lease of Property at: 19948 CHURCH STREET REHOBOTH BEACH, DE 19971
Property Address Unit #

I. LESSOR REPRESENTS AND WARRANTS TO LONG & FOSTER, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (each Lessor initial ONE of the following and state Year Constructed):

- Property (all portions) was constructed after January 1, 1978. (If initialed, complete section V only.) Year Constructed: 1970
- Property (any portion) was constructed before January 1, 1978. (If initialed, complete all sections.)
- Lessor is unable to represent and warrant the age of the property. (If initialed, complete all sections.)

LESSOR AGREES TO COMPLY WITH REQUIREMENTS OF THE FEDERAL RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT OF 1992.

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can post health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

II. Lessor's Disclosure (each Lessor complete items a and b below)

a. Presence of lead-based paint and/or lead-based paint hazards (initial and complete (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain)

(ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

b. Records and reports available to the Lessor (initial and complete (i) or (ii) below):

(i) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

III. Lessee's Acknowledgment (each Lessee initial and complete items c, d and e below)

c. Lessee has read the Lead Warning Statement above.

d. Lessee has received copies of all information listed above. (If none listed, check here.)

e. Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

IV. Agent's Acknowledgment (initial item f below)

f. Agent has informed the Lessor of the Lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

V. Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

[Signature] 10/29/2025
Lessor Date
10/29/2025 10:55:08 PM EDT

[Signature] 12/08/2025
Lessor Date
12/08/2025 1:31:53 PM EST

Lessor Date

Lessee Date

[Signature] 10/27/2025
Lessor Date
Agent Date
10/27/2025 2:36:10 PM EDT

[Signature] 12/08/2025
Lessee Date
Agent Date
12/08/2025 1:04:22 PM EST



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](https://www.epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

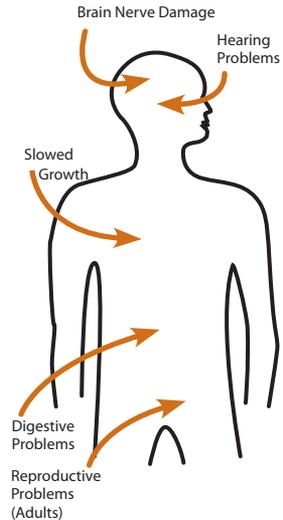
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm²), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](https://www.epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

Abatements are designed to permanently eliminate lead-based paint hazards. However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), [epa.gov/lead](https://www.epa.gov/lead), or call 1-800-424-LEAD.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](https://www.epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon,**" used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 906-6809

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/lead

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IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

ENGINEERING DEPARTMENT

PAUL B. MAUSER, P.E.
ASSISTANT COUNTY ENGINEER

(302) 854-5028 T
Paul.Mauser@sussexcountyde.gov



Sussex County

DELAWARE
sussexcountyde.gov

Memorandum

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

FROM: Paul B. Mauser, P.E., Assistant County Engineer

DATE: February 24, 2026

RE: S23-11, Briarwood Estates Septic Elimination Project
A. Recommendation to Award
B. Johnson, Mirmiran & Thompson, Inc. - Amendment 5 - CA/CM Services

Project Background Information: Sussex County staff received a request in the 2019 timeframe to provide a presentation to the Briarwood Estates Homeowners Association. The Briarwood Estates subdivision was established in 1972 and is located near the intersection of John J. Williams Highway (Route 24) and Tanglewood Drive. As of the date of the Preliminary Engineering Report (PER, April 2023), the community consists of 73 recorded lots, with 68 of the lots being improved, 3 vacant lots, and 2 of the lots being used for the community center and stormwater management.

Sussex County provided the requested presentation and in May 2019 circulated a polling letter to the Briarwood Estates property owners. The May 2019 letter did not produce enough responses to proceed and therefore a 2nd mailing was sent out in the ensuing months. The 2nd letter provided 48 responses equating to 66% of the community. Of those responses, 37 were in support with 11 opposed. The Engineering Department presented the polling results to County Council in October of 2020 requesting permission to post notices for a Public Hearing. The County held a Public Hearing on December 11, 2020, at Conley's United Methodist Church. The Public Hearing was posted and advertised per County Code. The County provided a proposed boundary, project information, and proposed rates based on the current MHI. A question-and-answer session was held, and the community was informed there would be presentation to County Council to vote the annexation of the community into the Sussex County Unified Sanitary Sewer District (SCUSSD). County Council heard the presentation and voted on December 15, 2020 to expand the boundary of the SCUSSD to include the Briarwood Estates community.



Planned Septic Elimination Project: The connection of the Briarwood Estates community to the sewer system will eliminate an estimated 1,200 pounds of Total Nitrogen (TN) per year from the Rehoboth Bay watershed. Utilizing the County's December 10, 2024 "Consolidated Bulk Wastewater Services Agreement" with Artesian Wastewater Management, Inc. (AWMI), County staff has coordinated with Artesian to connect the proposed sewer collection system to existing Artesian infrastructure in the Hart's Landing community. The wastewater will flow to and be treated by Artesian's existing on-site system in the Hart's Landing community.

Artesian is currently planning to construct a new force main from the Hart's Landing community to convey the wastewater flow to the Saddle Ridge community's sewer collection system. The Saddle Ridge community's sewer collection system flows to the existing Sussex County Pump Station 403 which conveys the wastewater to the Inland Bays Regional Wastewater Facility (IBRWF).

The estimated project cost is \$4,631,363.00. The County will provide each Property Owner with a sewer connection at the property line. The Property Owner will be responsible for engaging the services of a licensed plumber to install the piping from the County owned lateral cleanout to the house, as well as pumping out and filling the existing septic tank.

Delaware Water Pollution Control Revolving Loan Fund (WPCRF): Sussex County staff completed The Preliminary Engineering Report (PER) and the Environmental Information Documents (EID) in April 2023. The PER and EID are required for submittal of the funding application to Delaware State Revolving Fund (SRF). On June 15, 2023, Sussex County submitted a funding application for consideration in the amount of \$4,631,363.00. On September 23, 2024, the County received the Binding Commitment Letter (BCL) from DNREC Environmental Finance. The County acknowledged and accepted the DNREC BCL on September 30, 2024. The BCL identifies a loan amount of \$4,631,363.00 for a term of thirty (30) years. Upon completion of the project, up to \$3,200,000 of principal forgiveness will be applied and the remaining balance will be amortized over 30 years at 2% interest and will require semi-annual principal and interest payments. On November 12, 2024, the Finance and Engineering Departments recommended introduction of the associated debt ordinance, authorizing the issuance of up to \$4,631,363.00 of general obligation bonds of Sussex County in connection with the construction and equipping of the Briarwood Estates Septic Elimination project. Also on November 12, 2024, the Engineering Department presented Amendment #1 to the JMT Contract, utilizing the 5-year Professional Service Contracts. Council Approval was received to proceed with a not-to-exceed cost of \$245,960.00 with JMT for design and bidding services related to this project.

A favorable Public Hearing was held at the December 10, 2024 Council Meeting, with the Engineering Department recommending approval of up to \$4,631,363.00 of general obligation bonds of Sussex County in connection with the construction and equipping of the Briarwood Estates Septic Elimination Project.

Sussex County Engineering Recommendation of Construction Award: Sussex County Engineering staff worked with JMT from November 2024 to November 2025 to complete a thorough project Design, acquire all necessary project Permits, and ultimately publicly Bid the

project on November 24, 2025. A Pre-Bid Meeting was held on December 8, 2025 and the Bid Opening was held on January 28, 2026, both events being held in Sussex County Council Chambers. A total of eight (8) Construction Bids were received at the Bid Opening with the Low Bid being provided in the amount of \$2,223,060.33 from George & Lynch Inc. (G&L). The Engineering Department recommends award of the Briarwood Estates Septic Elimination project, Project S23-11 to George & Lynch, Inc. in the bid amount of \$2,223,060.33, subject to DNREC concurrence.

Sussex County Engineering Recommendation of JMT Amendment No. 5: In accordance with the County's 5-Year Miscellaneous Engineering Services Contract (RFP 24-17), Sussex County Engineering staff solicited a Proposal from JMT to provide additional Construction Phase Services as needed to support In-House administration of the project. JMT provided a Proposal in the amount of \$99,665.00.

The Engineering Department recommends approval of JMT Amendment No. 5 to the 2024 Base Contract in the not to exceed amount of \$99,665.00.

This is **EXHIBIT K**, consisting of **12** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **July 1, 2024**.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 5**

The Effective Date of this Amendment is: **February 24, 2026**.

Background Data

Effective Date of Owner-Engineer Agreement: **July 1, 2024**

Owner: **Sussex County**

Engineer: **Johnson, Mirmiran & Thompson, Inc.**

Project: **Briarwood Estates Septic Elimination – Construction Management**

Nature of Amendment:

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

This Amendment includes modifications to Exhibit A – Engineer’s Services, to include work per JMT Proposal dated February 16, 2026, and the selection and use of Exhibit C, Compensation Packet AS-1, for Standard Hourly Rates.

Agreement Summary:

Original agreement amount:	\$ <u>0.00</u>
Net change for prior amendments:	\$ <u>1,207,600.00</u>
This amendment amount:	\$ <u>99,665.00</u>
Adjusted Agreement amount:	\$ <u>1,307,265.00</u>

Change in time for services (days or date, as applicable):

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____
Print
name: _____

By: _____
Print
name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

PREVIOUSLY APPROVED FORM



SCOPE OF SERVICES

Sussex County Engineering Department Delaware

Briarwood Estates Septic Elimination – Construction Management

JMT has been contracted by the Sussex County Engineering Department (County) to perform various miscellaneous engineering services such as planning, evaluation, design, construction management, and inspection under an on-call task order agreement executed in August of 2024. JMT's services will provide an approach that assures open communications and demonstrates JMT's commitment to a team approach. The services performed under this contract may vary based on the needs of the County and services outlined in JMT's proposal submission.

All work under this Task Proposal shall be performed in accordance with Request For Proposal (RFP) 24-17.

SCOPE PHASES

Located at the intersection of Tanglewood Drive and John J. Williams Highway (Route 24), the existing 71-lot single family (68 improved) subdivision (Briarwood Estates) is not served by an existing public sewer. Instead, each lot has its own on-lot sanitary sewer disposal system. Many of these on-lot sanitary sewer disposal systems are failing or performing poorly due to age and high groundwater conditions. The County recently extended their unified sanitary sewer district to include this subdivision. To provide public sewer to this subdivision JMT developed plans and specifications that were used for public bidding to provide public sewer to the Briarwood subdivision. Bids were received in January of 2026, and the apparent low bidder will be recommended for award in February of 2026. The County is now requesting JMT to provide a proposal for Construction Management services to assist the County during this final phase of the project. To complete the scope of work for this phase of the project, we have divided our proposal into the following tasks:

- Task 1 – Construction Management Services
- Task 2 – As-Needed Construction Inspection Services

SCOPE OF CONSULTANT SERVICES

1. PROJECT ADMINISTRATION

JMT will operate in coordination with, and report to the County's Project Manager. The County's Project Manager for this assignment is Christopher Clasing, P.E. and will communicate any change in Project Management to JMT in writing. JMT designates Christopher Brendza, P.E., as its Project Manager, and will communicate any change in Project Management to the County. JMT will develop a work plan, master schedule, project budget, prepare progress reports, and organize and attend meetings.

- A. Work Plan - JMT will prepare an internal project work plan that identifies the tasks included in the scope of work and provide a management and tracking tool to facilitate work effort planning, scope control, project communication, and progress tracking.



- B. Schedule - JMT will prepare and periodically update a project schedule identifying the major project tasks and critical dates. The critical path through project completion will be identified and revised with each update. The schedule will also include periodic progress meetings and deliverable submittal dates.
- C. Project Initiation (Kickoff) Meeting - JMT will prepare an agenda for a project initiation meeting to be attended by key County and JMT project personnel and will submit the agenda for County input and concurrence. JMT will conduct the meeting at County offices and will keep a written record of the meeting. JMT will produce and circulate a formal record of the meeting. The meeting will establish communication contacts and procedures. JMT will conduct periodic project progress meetings at the project milestones identified in the schedule.
- D. Communication & Reporting - JMT will maintain regular communication with the County's Project Manager. Communication will include regular telephone updates, as-required email communications, written monthly progress reports to be submitted with JMT's monthly invoices, and other progress reporting as provided in the schedule.

2. CONTRACT ADMINISTRATION

- A. Subsequent Scope Preparation - JMT will assist the County in preparing and planning subsequent scope of services for additional Phases or Tasks as deemed necessary by the County.
- B. Invoice and Payment - JMT will prepare and submit invoices and change orders to the County for review and approval via email.
- C. Public Disclosure - JMT will not provide information to the public except when authorized by the County.

3. INFORMATION & FIELD ASSISTANCE

- A. The County will furnish and provide data and information at their disposal to aid in the execution of the described assignments below. The following items may require the County's support:
 - 1. Assistance in locating, accessing, and opening structures to facilitate work identified herein.
 - 2. Coordination with homeowners for entrance into their property should it not be granted verbally when requested by JMT and/or our sub-consultants.

4. JMT FIELD ACTIVITY

- A. JMT will notify the County if:
 - 1. Any dangers or obstacles not anticipated are observed during the field activity.
 - 2. Any residents that object to or have strong negative opinions to JMT completing our field work and design activities.



5. **SCOPE OF SERVICES**

The following scope of services is based upon conversations held between JMT and the County in January of 2026. We understand that the County is requesting JMT to take a major role in the Construction Management phase of the project and act as the primary point of contact between the Contractor, Inspector, and the County's Project Manager. The descriptions of the tasks below are meant to outline our approach to the project based upon our project understanding.

A. Task 1 – Construction Management Services

Notice to proceed for construction of the Briarwood Estates Septic Elimination project is expected in March of 2026 with construction estimated to begin in May of 2026. This project has a 270 calendar day schedule requirement, and we estimate the project to be completed by January of 2027, weather permitting. During the construction phase of the project, JMT will provide the following services working collaboratively with the County and the Contractor:

- 1) Conduct Progress Meetings: JMT will attend one pre-construction meeting and up to eleven onsite monthly progress meetings with the County and the Contractor to discuss the project scope, schedule, submittals, and any other pertinent issues required to keep the project moving forward. A meeting agenda and minutes will be developed and distributed to all attendees.
- 2) Submittal Review: JMT will review contractor submittals against the project plans and specifications. We anticipate reviewing no more than fifteen (15) submittals for this project including but not limited to precast structures, pipe materials, stone, asphalt, concrete, grinder pumps, and erosion and sediment control devices.
- 3) Request for Information (RFI) Review: JMT will review and respond to RFI's as outlined in the project specifications. We anticipate reviewing no more than five (5) RFI's over the course of the project.
- 4) Recommendation for Payment Review: JMT will review pay applications submitted by the contractor, verify quantities with the onsite inspector, compare requests with work completed and develop recommendations for the County to proceed with payment. Certified payroll will be reviewed to ensure State Prevailing wage requirements are followed. We anticipate reviewing no more than twelve (12) pay applications over the course of the project.
- 5) Site Visits: JMT will conduct site visits every two weeks to coordinate progress, and answer questions from the onsite inspector. Between site visits, JMT will communicate with the County's project manager and inspector on an as-needed basis. JMT will make additional site visits as needed to maintain the project schedule and keep the project moving forward.

B. Task 2 – As-Needed Construction Inspection Services

JMT understands that the County will be providing an onsite inspector for the duration of the project. However, there may be a need that arises for JMT to provide onsite inspection services on a short term basis. This task will be used for any onsite inspection requests for JMT to provide an inspector on an as-needed basis.



6. COST

The fee for this Proposal is as follows:

Task 1: Construction Management Services.....	\$80,095
Task 2: As-Needed Construction Inspection Services.....	<u>\$19,570</u>
Project Total:	\$99,665

7. SCHEDULE

The project schedule is highly dependent upon the Contractor’s ability to perform the proposed work in a timely manner. JMT will maintain all required review times for submittals as outlined in the project documents and assist the County and the Contractor with maintaining the project schedule.

8. ASSUMPTIONS

The following assumptions were made in the development of this scope and fee estimate. Should these assumptions not be correct, JMT may request a change in scope and budget to allow for creating or locating the information.

- The project will be substantially complete by the end of 2026. Additional funds maybe necessary should work extend past January of 2027.
- Any permit renewals, or coordination with outside agencies will be completed by JMT under our design phase scope of services and associated fee.
- Any major redesigns, or additional design work required due to site conditions or unknowns will be completed by JMT using our design phase scope of services and associated fee.

9. EXCLUSIONS

The following is a list of exclusions for this assignment. If any of these exclusions are requested by the County or become required by the project, JMT may request additional budget to complete that work:

- Daily site inspection by a JMT inspector unless specifically requested to do so by the County.
- Certified Construction Review services.

BRIARWOOD ESTATES SEPTIC ELIMINATION - CONSTRUCTION MANAGEMENT FEE BREAKDOWN - FEBRUARY 2026

Labor Category	Senior Project Manager	Project Manager	Project Engineer	Senior Design Engineer	Design Engineer	Construction Inspector	Total Hours	Total Cost
Hourly Rate (\$/HR)*	\$250.00	\$185.00	\$165.00	\$145.00	\$120.00	\$115.00		
Task 1 Construction Management Services								
Conduct Progress Meetings	20	0	52	0	80	0	152	\$23,180.00
Submittal Review	4	0	20	0	45	0	69	\$9,700.00
Request for Information (RFI) Review	4	0	15	0	40	0	59	\$8,275.00
Recommendation For Payment Review	2	0	12	0	16	0	30	\$4,400.00
Site Visits	4	0	52	0	208	0	264	\$34,540.00
							Task 1 Total Cost	\$80,095.00
Task 2 As-Needed Construction Inspection Services								
On-Site Inspection Services	4	0	8	0	0	150	162	\$19,570.00
							Task 2 Total Cost	\$19,570.00
							Estimated Cost	\$99,665.00

	Senior Project Manager	Project Manager	Project Engineer	Senior Design Engineer	Design Engineer	Construction Inspector	Total
Total Hours	38.0	0.0	159.0	0.0	389.0	150.0	736
Total Cost By Labor Category	\$9,500.00	\$0.00	\$26,235.00	\$0.00	\$46,680.00	\$17,250.00	\$99,665.00

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
sussexcountyde.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: February 10, 2026

REFERENCE: APPROVAL: DELTA AIRPORT CONSULTANTS TASK ORDER FOUR (4)
CONSTRUCT PARALLEL TAXIWAY B – DESIGN & BIDDING PHASES PH-5
(DESIGN), PH-6 (CONSTRUCTION), AND PH-7 (CONSTRUCTION)

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 Four (4) for Design and Bidding work associated with the continuing Construct Parallel Taxiway B – Phase V (Design), Phase VI (Construction) and Phase VII (Construction) project in the amount of \$500,000, as outlined under the Sussex County 2025-2030 Delta Airport Consultants Professional Service Agreement.

Back on September 29, 2025, Sussex County was asked by the Federal Aviation Administration (FAA) Harrisburg Airport District Office (HADO) *“if Sussex County were given the opportunity to package the last three phases of the new Taxiway B project into a single FAA Airport Improvement Program (AIP) grant, could/would Sussex County be in a position to fund our local match share of the total project cost?”* Discussion with Sussex County Administration concerning Sussex County’s position to fund our local share match was positive with instruction to airport management to seek a Task Order Proposal from Delta Airport Consultants.

It should be noted Sussex County will need to “up front” the Task Order Four (4) cost of \$500,000 before we can seek FAA AIP reimbursement though an AIP grant offer. Sussex County’s FAA AIP Construct Parallel Taxiway B – Phases V, VI, VII application must include the



cost of Task Order Four, and the costs associated with construction project management and construction contractor costs. We won't know the construction cost until Design and Bidding of the project is completed (assuming May, June, July 2026).

Packaging the last three phases into a single project would complete the new Taxiway B project two years in advance (2026, 2027, and 2028) and would reduce the overall project cost by eliminating separate project management fees, separate construction bidding and mobilization of equipment costs.

It should be noted that included in the FAA Reauthorization Act of 2024 is Section 708, titled, UPDATING UNITED STATES GOVERNMENT'S SHARE OF PROJECT COSTS that amends Section 47109 of title 49, United States Code by adding at the end the following:

“Special Rule for Fiscal Years 2025 And 2026.—Notwithstanding subsection (a), the Government’s share of allowable project costs for a grant made to a nonhub or nonprimary (general aviation) airport in each of fiscal years 2025 and 2026 shall be 95 percent.”

If Sussex County can package that last three phases of the new Taxiway B project into a single project and accept an FAA AIP grant offer before September 30, 2026, Sussex County will only be responsible for a local share match equal to five-percent (5%) of the total estimated \$7,250,00 project cost, or a \$362,500 local share match.

Delta Airport Consultants is proposing a Fee of \$500,000 needed to complete all Design and Bidding for the remaining “half” of the new Taxiway B project. Sussex County sought the services of MRG Group for the purpose of performing an FAA required Independent Fee Review (IFE) upon Delta’s proposed \$500,000 cost. Delta’s proposal was found to be more than 10% less than the MRB Group’s IFE.

Robert Bryant

From: Robert Bryant
Sent: Tuesday, September 30, 2025 4:14 PM
To: Higgins, Paul G (FAA)
Subject: FW: TW B Quick Call FAA AIP \$\$\$

Paul,

Sussex County can match local share of a combined TWY B Design/Build AIP Grant if offered ([read below](#)).

Bob

From: Todd F. Lawson <tlawson@sussexcountyde.gov>
Sent: Tuesday, September 30, 2025 4:01 PM
To: Gina Jennings <gjennings@sussexcountyde.gov>; Robert Bryant <robert.bryant@sussexcountyde.gov>; Mark Parker <mark.parker@sussexcountyde.gov>; Mike Harmer <mike.harmer@sussexcountyde.gov>
Subject: RE: TW B Quick Call FAA AIP \$\$\$

Tell the FAA we will make it happen (and Gina will) and can meet our local fund match obligations.

Let's strike while the iron is hot and be the first one on the list in case another airport drops out and we can claim their funds.

From: Gina Jennings <gjennings@sussexcountyde.gov>
Sent: Tuesday, September 30, 2025 3:53 PM
To: Robert Bryant <robert.bryant@sussexcountyde.gov>; Todd F. Lawson <tlawson@sussexcountyde.gov>; Mark Parker <mark.parker@sussexcountyde.gov>; Mike Harmer <mike.harmer@sussexcountyde.gov>
Subject: RE: TW B Quick Call FAA AIP \$\$\$

QUESTION: If Sussex County were given the opportunity to package the last 3-phases of the new TWY B Project into a single FAA AIP Design/Build Grant, could/would Sussex County be in a position to fund our local match share of the total project cost??? **YES**

From: Robert Bryant <robert.bryant@sussexcountyde.gov>
Sent: Tuesday, September 30, 2025 11:06 AM
To: Todd F. Lawson <tlawson@sussexcountyde.gov>; Gina Jennings <gjennings@sussexcountyde.gov>; Mark Parker <mark.parker@sussexcountyde.gov>; Mike Harmer <mike.harmer@sussexcountyde.gov>
Subject: FW: TW B Quick Call FAA AIP \$\$\$

ALL,
Late yesterday afternoon, I had an interesting telephone call from Paul Higgins (GED's new FAA HAR/ADO AIP \$\$\$ guy) asking me **"IF"** (hypothetically) Sussex County were given the opportunity to package the last 3-phases

of the new TWY B Project into a single FAA AIP Design/Build Grant, could/would Sussex County be in a position to fund our local match share of 10%, or possibly 5% of the total project cost.

In the attached GED FAA ACIP, the last 3-phases of the new TWY B Project are listed as follows.

(Total Federal Share)

2026 Construct Taxiway B - Design = \$570,000

2027 Construct Taxiway B - Construction = \$2,970,000

2028 Construct Taxiway B - Construction = \$3,060,000

Total Federal Share all 3-phases = \$6,600,000

Add Sussex County's historic 10% matching share, and possible only 5% matching share in 2026 (FAA Reauthorization dropped local share down to 5% in FFY2025 and 2026) total project cost could fall within \$7,250,000

QUESTION: If Sussex County were given the opportunity to package the last 3-phases of the new TWY B Project into a single FAA AIP Design/Build Grant, could/would Sussex County be in a position to fund our local match share of the total project cost???

Bob

From: Higgins, Paul G (FAA) <Paul.G.Higgins@faa.gov>
Sent: Monday, September 29, 2025 9:28 AM
To: Robert Bryant <robert.bryant@sussexcountyde.gov>
Subject: TW B Quick Call

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

Good Morning Bob,

Would you have time for a quick call today concerning the TW B Project? I am available until 4:30 so any time should work.

Thank you,

Paul Higgins
Civil Engineer
FAA - Harrisburg ADO
3905 Hartzdale Dr., Suite 508
Camp Hill, PA 17011
Phone: 717-603-4680
Cell: 609-287-6181
Email: Paul.G.Higgins@faa.gov

ENGINEERING DEPARTMENT

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FAX (302) 855-7773



Sussex County

DELAWARE
sussexcountyde.gov

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

January 29, 2026

Mr. Paul Higgins
Federal Aviation Administration
Harrisburg Airports District Office
3905 Hartzdale Drive, Suite 508
Camp Hill, Pennsylvania 17011

Subject: **Task Order No. Four (4)**
Construct Parallel Taxiway B – Design of Phases V and VI
Delaware Coastal Airport
Sussex County, Delaware
AIP Project No. (Pending)
Delta Project No. 24077

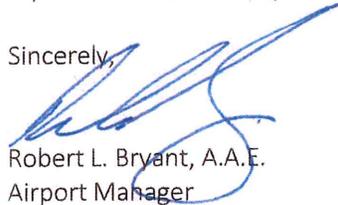
Dear Mr. Higgins:

Please find enclosed proposed Task Order No. Four (4) to our Agreement for Professional Services between Sussex County, Delaware and Delta Airport Consultants, Inc. The Task Order provides Design through Bidding Services for Phases V and VI of the Construct Parallel Taxiway B project.

Sussex County, Delaware received an Independent Fee Estimate (IFE) from the MRB Group on January 27, 2026 (copy enclosed) for the Task Order. Delta's proposal was found to be more than 10% less than the IFE. Delta revisited their proposal and confirmed they understand the scope and are satisfied with their proposed fee. As a result, Sussex County has found the fees to be reasonable based on the requirements of AC 150/5100-14E.

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. Four (4)
cc: William M. Eschenfelder, Delta Airport Consultants, Inc. (w/o encl.)



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

Taxiway B Construction - Phases V and VI
Delaware Coastal Airport
Delta Project No. 25031

December 23, 2025

PHASE	DETAILED TASKS
SCHEMATIC DESIGN (SD)	<ul style="list-style-type: none"> Scope of Services and Contract Grant Applications and Funding Assistance Categorical Exclusion (CATEX) Document and Sketch Evaluate Existing Conditions Review and Evaluate Project Layout Standards Review (5100-13B compliance) Phasing Alternatives Pavement Analysis and Alternatives Concept Geometrics Concept Grading Concept Quantities and Estimates Owner Coordination FAA/State Coordination and Documentation Tenant Coordination Coordinate Subconsultants Design Team Site Visits
DESIGN DEVELOPMENT (DD)	<ul style="list-style-type: none"> Final Pavement Design Final Geometrics Prelim Grading Prelim Plan and Profile Prelim Electrical and Lighting Control Prelim Phasing Plan Prelim CSPP Document Prelim Quantities and Estimates Owner Coordination FAA/State Coordination and Documentation County Coordination Coordinate Subconsultants General Provisions Coordination FAA 7460 Form

Taxiway B Construction - Phases V and VI
Delaware Coastal Airport
Delta Project No. 25031

December 23, 2025

PHASE	DETAILED TASKS
CONSTRUCTION DOCUMENTS (CD)	Final Grading Final Electrical and Lighting Control Final Phasing Plan Final CSPP Document Final Quantities and Estimates Owner Coordination FAA/State Coordination and Documentation County Coordination Coordinate Subconsultants Final Design Report Final Specifications Quality Control and Design Review Review Comment Responses Bid Package Splits Print, Seal, and Coordinate Signature Sets Reimbursement Requests
BIDDING (BD)	Bid Preparation, Advertisement, Distribution Pre-Bid Meeting Bidder Questions, Answers, and Addenda Bid Opening Bid Tabulation Coordinate Award

Excluded from Proposal:

- Construction Phase Services
- Stormwater/ESC Design and Review Coordination (By Owner)
- ALP Update
- Bidding Advertisement Fees
- Permit Review Fees

Taxiway B Construction - Phases V and VI
Delaware Coastal Airport
Delta Project No. 25031

December 23, 2025

		Base Scope	Schematic	Design Development	Construction Documents
DISCIPLINE	SHEET DESCRIPTION	NO.	SHEETS INCLUDED		
GENERAL	Cover Sheet	1		•	•
	General Layout	1		•	•
	General Notes	1		•	•
PHASING	Phasing Overview	1		•	•
	Phasing and Work Area Layout	1		•	•
	Phasing Notes & Details	1		•	•
CIVIL	Existing Conditions Layout	8		•	•
	Demolition, Milling, Repair Layout	8		•	•
	Geometric Layout	8		•	•
	Grading & Drainage	8		•	•
	Erosion & Sediment Control Layout (By Owner)	8		•	•
	Erosion & Sediment Control Notes (By Owner)	1		•	•
	Erosion & Sediment Control Details (By Owner)	1		•	•
	Typical Sections	1			•
	Pavement Details	1		•	•
	Pavement Tie-In & Transition Details	1		•	•
	Drainage Details (By Owner)	1		•	•
	Marking & Grooving Layout	8		•	•
	Marking Details	1			•
	Drainage Profiles (By Owner)	1		•	•
	Centerline Profiles	8		•	•
Cross Sections	20			•	

Taxiway B Construction - Phases V and VI
Delaware Coastal Airport
Delta Project No. 25031

December 23, 2025

		Base Scope	Schematic	Design Development	Construction Documents
DISCIPLINE	SHEET DESCRIPTION	NO.	SHEETS INCLUDED		
ELECTRICAL	Lighting, Signs, Misc. Electrical Layout	8		•	•
	Lighting, Signs, Misc. Electrical Details	1		•	•
	Sign Schedule	1		•	•
	Trench Details	1		•	•
	Manhole & Pullcan Details	1		•	•
	GRAND TOTAL	102			

MEMO



DATE: December 23, 2025

TO: Robert L. Bryant, AAE Delaware Coastal Airport

FROM: William M. Eschenfelder, P.E. Delta Airport Consultants, Inc.

RE: Reference Information

Task Order No. Four (4)
Taxiway B Construction - Phases V and VI
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) Labor Detail
- 3) Scope of Services with Estimated Hours (4 Pages)
- 4) Estimated Plan Sheets with Estimated Hours (3 Pages)
- 5) RFPs and Subconsultant Proposals

REFERENCE INFORMATION 1
FEE SUMMARY



Taxiway B Construction - Phases V and VI
Delaware Coastal Airport
Delta Project No. 25031

December 23, 2025

FEE SUMMARY		
Design through Bidding		\$446,000
	LUMP SUM TOTAL:	\$446,000
<u>SUBCONSULTANTS</u>		
Design Ground Survey	DBF	\$9,400
Geotechnical Investigation	Hillis-Carnes Engineering Associates	\$42,000
<u>OTHER DIRECT</u>		
Travel & Miscellaneous		\$2,600
	UNIT PRICE TOTAL:	\$54,000

\$500,000

REFERENCE INFORMATION 2
LABOR DETAIL



Taxiway B Construction - Phases V and VI
Delaware Coastal Airport
Delta Project No. 25031

December 23, 2025

TASKS	PRIN	PM	DP	PA
SCHEMATIC DESIGN (SD)	2	108	158	118
DESIGN DEVELOPMENT (DD)	0	70	164	66
CONSTRUCTION DOCUMENTS (CD)	4	98	158	130
PLAN SHEETS (DD & CD)	0	98	180	308
BIDDING (BD)	2	60	50	40
LABOR HOURS SUBTOTALS	8	434	710	662

**REFERENCE INFORMATION 3
SCOPE OF SERVICES WITH ESTIMATED HOURS**



Taxiway B Construction - Phases V and VI
 Delaware Coastal Airport
 Delta Project No. 25031

December 23, 2025

PHASE	DETAILED TASKS	ESTIMATED HOURS			
		PRIN	PM	DP	PA
SCHEMATIC DESIGN (SD)	Scope of Services and Contract	2	8	8	16
	Grant Applications and Funding Assistance	0	2	2	2
	Categorical Exclusion (CATEX) Document and Sketch	0	16	16	16
	Evaluate Existing Conditions	0	8	8	8
	Review and Evaluate Project Layout	0	4	8	8
	Standards Review (5100-13B compliance)	0	8	8	8
	Phasing Alternatives	0	8	16	0
	Pavement Analysis and Alternatives	0	4	8	4
	Concept Geometrics	0	4	16	8
	Concept Grading	0	4	24	4
	Concept Quantities and Estimates	0	2	8	0
	Owner Coordination	0	8	4	8
	FAA/State Coordination and Documentation	0	4	4	8
	Tenant Coordination	0	4	4	4
	Coordinate Subconsultants	0	8	8	8
	Design Team Site Visits	0	16	16	16
			2	108	158

**REFERENCE INFORMATION 3
SCOPE OF SERVICES WITH ESTIMATED HOURS**



Taxiway B Construction - Phases V and VI
 Delaware Coastal Airport
 Delta Project No. 25031

December 23, 2025

PHASE	DETAILED TASKS	ESTIMATED HOURS				
		PRIN	PM	DP	PA	
DESIGN DEVELOPMENT (DD)	Final Pavement Design	0	4	8	0	
	Final Geometrics	0	4	8	8	
	Prelim Grading	0	8	40	0	
	Prelim Plan and Profile	0	4	8	8	
	Prelim Electrical and Lighting Control	0	8	40	0	
	Prelim Phasing Plan	0	4	8	0	
	Prelim CSPP Document	0	4	8	8	
	Prelim Quantities and Estimates	0	2	8	2	
	Owner Coordination	0	8	8	8	
	FAA/State Coordination and Documentation	0	4	4	8	
	County Coordination	0	8	8	8	
	Coordinate Subconsultants	0	4	4	4	
	General Provisions Coordination	0	4	4	4	
	FAA 7460 Form	0	4	8	8	
		0	70	164	66	

**REFERENCE INFORMATION 3
SCOPE OF SERVICES WITH ESTIMATED HOURS**



Taxiway B Construction - Phases V and VI
 Delaware Coastal Airport
 Delta Project No. 25031

December 23, 2025

PHASE	DETAILED TASKS	ESTIMATED HOURS				
		PRIN	PM	DP	PA	
CONSTRUCTION DOCUMENTS (CD)	Final Grading	0	8	16	0	
	Final Electrical and Lighting Control	0	8	16	0	
	Final Phasing Plan	0	4	8	0	
	Final CSPP Document	0	4	8	8	
	Final Quantities and Estimates	0	2	16	2	
	Owner Coordination	0	8	8	8	
	FAA/State Coordination and Documentation	0	4	4	8	
	County Coordination	0	8	8	8	
	Coordinate Subconsultants	0	8	8	8	
	Final Design Report	0	4	16	24	
	Final Specifications	0	8	16	32	
	Quality Control and Design Review	4	16	8	0	
	Review Comment Responses	0	4	8	8	
	Bid Package Splits	0	4	8	8	
	Print, Seal, and Coordinate Signature Sets	0	4	4	4	
	Reimbursement Requests	0	4	6	12	
		4	98	158	130	

**REFERENCE INFORMATION 3
SCOPE OF SERVICES WITH ESTIMATED HOURS**



Taxiway B Construction - Phases V and VI
 Delaware Coastal Airport
 Delta Project No. 25031

December 23, 2025

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

ESTIMATED HOURS				
PRIN	PM	DP	PA	
0	8	8	8	8
0	12	12	4	4
2	16	16	16	16
0	12	6	0	0
0	4	4	4	4
0	8	4	4	8
2	60	50	40	40

Excluded from Proposal: Construction Phase Services
 Stormwater/ESC Design and Review Coordination (By Owner)
 ALP Update
 Bidding Advertisement Fees
 Permit Review Fees

**REFERENCE INFORMATION 4
ESTIMATED PLAN SHEETS WITH ESTIMATED HOURS**



Taxiway B Construction - Phases V and VI
Delaware Coastal Airport
Delta Project No. 25031

December 23, 2025

DISCIPLINE	SHEET DESCRIPTION	NO.	Base Scope	Schematic	Design	Development	Construction	ESTIMATED HOURS			
								PRIN	PM	DP	PA
GENERAL	Cover Sheet	1			•		•	0	2	4	8
	General Layout	1			•		•	0	2	4	8
	General Notes	1			•		•	0	2	4	8
PHASING	Phasing Overview	1			•		•	0	4	8	16
	Phasing and Work Area Layout	1			•		•	0	4	8	16
	Phasing Notes & Details	1			•		•	0	4	8	16

**REFERENCE INFORMATION 4
ESTIMATED PLAN SHEETS WITH ESTIMATED HOURS**



Taxiway B Construction - Phases V and VI
Delaware Coastal Airport
Delta Project No. 25031

December 23, 2025

DISCIPLINE	SHEET DESCRIPTION	Base Scope	Schematic	Design	Development	Construction Documents	ESTIMATED HOURS				
							NO.	PRIN	PM	DP	PA
CIVIL	Existing Conditions Layout	8		•	•	•	0	8	16	24	
	Demolition, Milling, Repair Layout	8		•	•	•	0	8	16	24	
	Geometric Layout	8		•	•	•	0	8	12	16	
	Grading & Drainage	8		•	•	•	0	24	36	64	
	Erosion & Sediment Control Layout (By Owner)	8		•	•	•	0	0	0	0	
	Erosion & Sediment Control Notes (By Owner)	1		•	•	•	0	0	0	0	
	Erosion & Sediment Control Details (By Owner)	1		•	•	•	0	0	0	0	
	Typical Sections	1					0	1	2	4	
	Pavement Details	1			•	•	•	0	2	4	8
	Pavement Tie-In & Transition Details	1			•	•	•	0	2	4	8
	Drainage Details (By Owner)	1			•	•	•	0	0	0	0
	Marking & Grooving Layout	8			•	•	•	0	2	4	8
	Marking Details	1						0	1	2	4
	Drainage Profiles (By Owner)	1			•	•	•	0	0	0	0
	Centerline Profiles	8			•	•	•	0	8	12	16
	Cross Sections	20			•	•	•	0	4	8	12

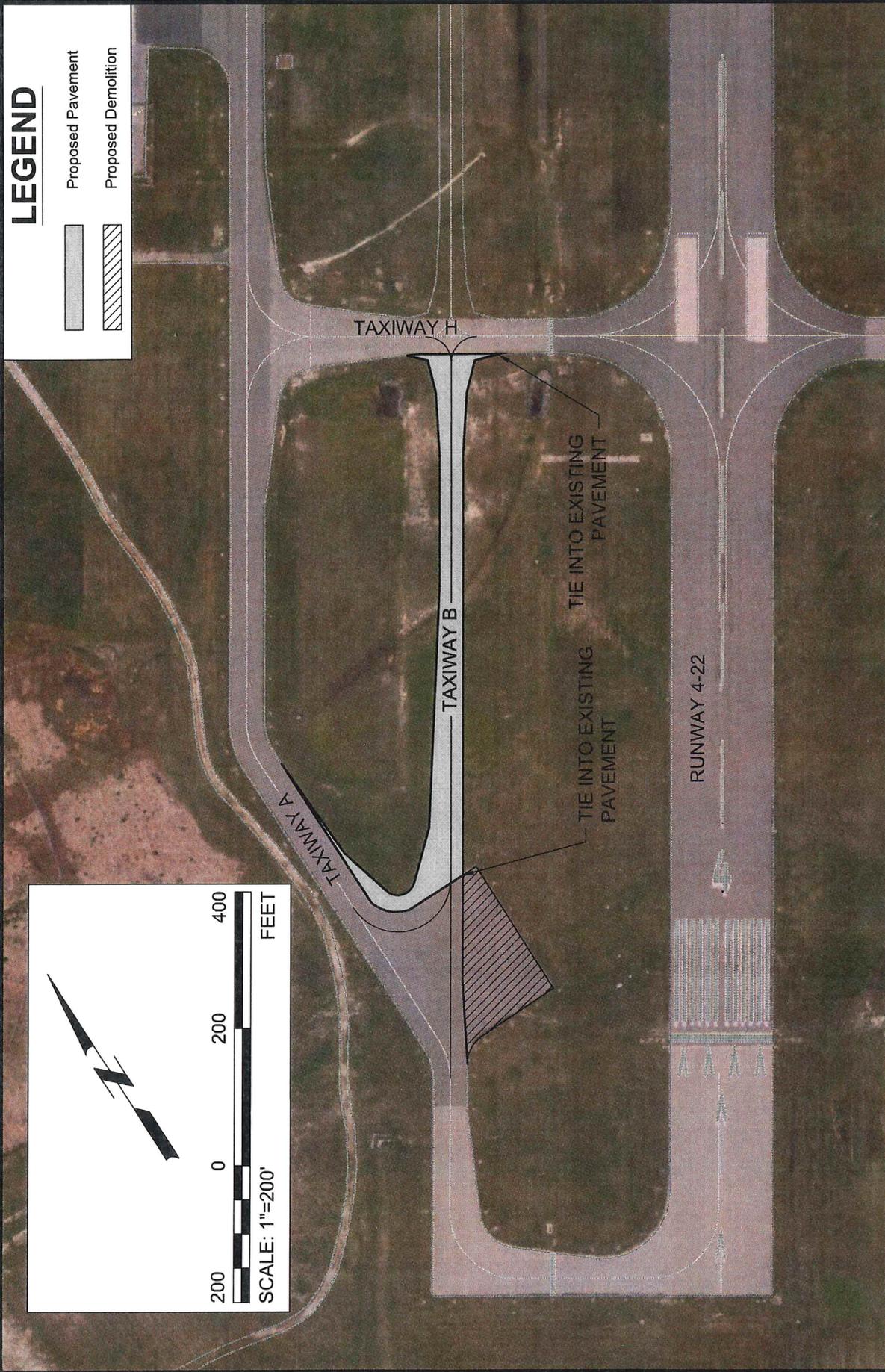
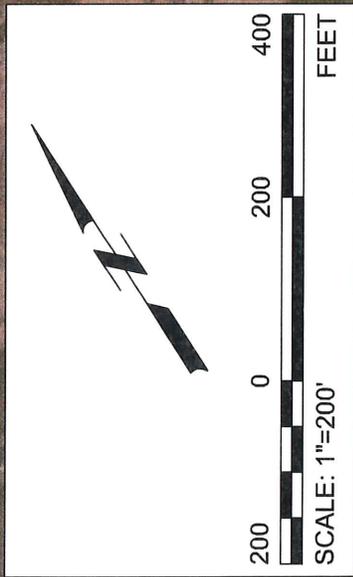
**REFERENCE INFORMATION 4
ESTIMATED PLAN SHEETS WITH ESTIMATED HOURS**



Taxiway B Construction - Phases V and VI
Delaware Coastal Airport
Delta Project No. 25031

December 23, 2025

DISCIPLINE	SHEET DESCRIPTION	Base Scope	NO.	SHEETS INCLUDED				ESTIMATED HOURS			
				Schematic	Design Development	Construction Documents	PRIN	PM	DP	PA	
ELECTRICAL	Lighting, Signs, Misc. Electrical Layout	8		•	•	•	0	4	12	16	
	Lighting, Signs, Misc. Electrical Details	1		•	•	•	0	2	4	8	
	Sign Schedule	1		•	•	•	0	2	4	8	
	Trench Details	1		•	•	•	0	2	4	8	
	Manhole & Pullcan Details	1		•	•	•	0	2	4	8	
GRAND TOTAL		102					0	98	180	308	



LEGEND

-  Proposed Pavement
-  Proposed Demolition

TAXIWAY B SOUTH DELAWARE COASTAL AIRPORT

EXHIBIT
1

DRAWN BY:	TCC	CHECKED BY:	LWH	SCALE:	1"=200'	DATE:	DECEMBER 2025
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DRAWING: 25031GEO North Side.dwg LAYOUT: L1



LEGEND

Proposed Pavement

Pavement to be constructed in 2026



TAXIWAY "B" NORTH DELAWARE COASTAL AIRPORT

EXHIBIT
02

DRAWN BY:	ECL/CAD	CHECKED BY:	WME/JMH	SCALE:	1" = 200'	DATE:	DEC 2025
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FEE SUMMARY

Design Phase Services

Project Title: Construct Parallel Taxiway B (Phase 5 and 6)
 Airport Name: Delaware Coastal Airport
 Airport Location: Georgetown, DE

State Project No. Pending
 Delta Project No. 25031

Date: January 23, 2026

Description	Est Hrs	Hourly Rate	Est Cost
-------------	---------	-------------	----------

Work Hour Cost (w/Overhead)

A. SCHEMATIC DESIGN (SD)

Principal	54	\$97.50	5,265
Proj Mgr/Registered Prof	101	\$78.50	7,929
Design Professional	88	\$52.00	4,576
Proj Production/Admin	39	\$41.00	1,599
RPR	0	\$59.00	0
Subtotal:	282		\$19,369.00
		Overhead = 215.00%	\$41,643.35
Total:			\$61,012.35

B. DESIGN DEVELOPMENT PHASE (DD)

Principal	39	\$97.50	3,803
Proj Mgr/Registered Prof	91	\$78.50	7,144
Design Professional	144	\$52.00	7,488
Proj Production/Admin	18	\$41.00	738
RPR	0	\$59.00	0
Subtotal:	292		\$19,173.00
		Overhead = 215.00%	\$41,221.95
Total:			\$60,394.95

C. DRAWINGS (DWG)

Principal	82	\$97.50	7,995
Proj Mgr/Registered Prof	334	\$78.50	26,219
Design Professional	1,000	\$52.00	52,000
Proj Production/Admin	4	\$41.00	164
RPR	0	\$59.00	0
Subtotal:	1,420		\$86,378.00
		Overhead = 215.00%	\$185,712.70
Total:			\$272,090.70

D. CONSTRUCTION DOCUMENT PHASE (CD)

Principal	57	\$97.50	5,558
Proj Mgr/Registered Prof	148	\$78.50	11,618
Design Professional	204	\$52.00	10,608
Proj Production/Admin	67	\$41.00	2,747
RPR	0	\$59.00	0
Subtotal:	476		\$30,531.00
		Overhead = 215.00%	\$65,641.65
Total:			\$96,172.65



FEE SUMMARY

Design Phase Services

Project Title: Construct Parallel Taxiway B (Phase 5 and 6)
 Airport Name: Delaware Coastal Airport
 Airport Location: Georgetown, DE

State Project No. Pending
 Delta Project No. 25031

Date: January 23, 2026

E. BIDDING PHASE SERVICES (BD)

Principal	6	\$97.50	585
Proj Mgr/Registered Prof	55	\$78.50	4,318
Design Professional	48	\$52.00	2,496
Proj Production/Admin	11	\$41.00	451
RPR	0	\$59.00	0
Subtotal:		120	\$7,850.00
		Overhead =	215.00% \$16,877.50
Total:			\$24,727.50

F. Special Subconsultant Services

Design Ground Surveys	\$24,100
Geotechnical Services	\$49,100
Subtotal:	\$ 73,200

G. Reimbursables

Travel and Miscellaneous	\$6,242
Printing	\$6,550
Subtotal:	\$ 12,792

H. Total Subs and Expenses \$ 85,992

I. Total Labor + Overhead \$ 514,398

J. Fixed Fee = 15.0% \$ 77,150

K. Total Estimated Cost \$ **677,540**

Say (+/- 10%) = \$609,800 to \$745,300
2,590 Hours

IFE

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
sussexcountyde.gov

MIKE HARMER, P.E.
SUSSEX COUNTY ENGINEER

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

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: February 24, 2026

REFERENCE: APPROVAL: DELTA AIRPORT CONSULTANTS TASK ORDER THREE (3)
RUNWAY 4 OBSTRUCTION STUDY – OBSTACLE ACTION PLAN UPDATE

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 Three (3) for an Federal Aviation Administration (FAA) required Runway 4 Obstruction Study and Obstacle Action Plan Update in the amount of \$95,000, as outlined under the Sussex County 2025-2030 Delta Airport Consultants Professional Service Agreement.

Sussex County Council should recall, during its regularly scheduled meeting held on June 3, 2025, it's approval of a Recommendation for Award to Strobert Tree Service, Inc., in the amount of \$705,387 for work associated with the A25-26 Aeronautical Obstruction Removal project. That project resulted in the removal of obstructions (trees) that penetrated the Runway 4 Approach and Departure Surfaces (clear zones). As a follow up to that project, the FAA requires surveys (as proof), that those obstructions (trees) have indeed been removal. Once those surveys are completed, and reviewed by the FAA, then those previously "known" obstruction can be removed from our FAA required Delaware Coastal Airport – GED Obstacle Action Plan (OAP).



**TASK ORDER NO. THREE (3)
PROFESSIONAL SERVICES AGREEMENT**



PROJECT: Runway 4 Obstruction Study

AIRPORT: Delaware Coastal Airport

DELTA PROJECT NO.: 25057

DATE OF ISSUANCE: December 23, 2025

ATTACHMENTS: 1) Scope of Services

METHOD OF PAYMENT: Lump Sum

TASK ORDER AMOUNT: \$95,000

- PROJECT DESCRIPTION:**
- Aerial Survey
 - Runway 4 Part 77 Approach Surface Analysis
 - Runway 4 AC 150/5300-13B Approach/Departure Surface Analysis
 - Runway 4 PAPI Obstruction Analysis

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 24, 2025, shall govern all TASK ORDERS executed under this Agreement unless modified in writing and agreed to by CONSULTANT and OWNER.

ACCEPTED BY:

Digitally signed by Douglas E Sander

Date: 2025.12.30 11:01:02 -05'00'

Douglas E. Sander, PE
Vice President
Delta Airport Consultants, Inc.
17 West High Street
Carlisle, PA 17013

APPROVED BY:

Douglas B. Hudson
Council President
Sussex County, Delaware
2 The Circle, P.O. Box 589
Georgetown, DE 19947

Runway 4 Obstruction Study
Delaware Coastal Airport
Delta Project No. 25057

December 23, 2025

PHASE	DETAILED TASKS
PLANNING SERVICES	Scope of Services and Contract Project Correspondence Owner Coordination Coordinate Subconsultants Airspace Analysis Update Obstacle Action Plan

ITEMS NOT INCLUDED IN SCOPE:

Any airspace surfaces not mentioned in the project description.

MEMO



DATE: December 23, 2025

TO: Robert L. Bryant, AAE Delaware Coastal Airport

FROM: William M. Eschenfelder, P.E. Delta Airport Consultants, Inc.

RE: Reference Information

Task Order No. Three (3)
Runway 4 Obstruction Study
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) Labor Detail
- 3) Scope of Services with Estimated Hours
- 4) RFPs and Subconsultant Proposals

REFERENCE INFORMATION 1
FEE SUMMARY



Runway 4 Obstruction Study
Delaware Coastal Airport
Delta Project No. 25057

December 23, 2025

FEE SUMMARY	
PLANNING SERVICES	\$46,000
<u>SUBCONSULTANTS</u>	
GeoPro	Aerial Survey \$38,600
<u>OTHER DIRECT</u>	
Travel & Miscellaneous	\$400
<u>FIXED FEE</u>	\$10,000
LUMP SUM TOTAL:	\$95,000

REFERENCE INFORMATION 2
LABOR DETAIL



Runway 4 Obstruction Study
Delaware Coastal Airport
Delta Project No. 25057

December 23, 2025

TASKS	PRIN	PM	DP	PA
Planning Services	2	36	112	72

**REFERENCE INFORMATION 3
SCOPE OF SERVICES WITH ESTIMATED HOURS**



**DELTA AIRPORT
CONSULTANTS, INC.**

Runway 4 Obstruction Study
Delaware Coastal Airport
Delta Project No. 25057

December 23, 2025

PHASE	DETAILED TASKS
PLANNING SERVICES	Scope of Services and Contract Project Correspondence Owner Coordination Coordinate Subconsultants Airspace Analysis Update Obstacle Action Plan

ESTIMATED HOURS				
PRIN	PM	DP	PA	
2	8	4	4	4
0	4	2	4	4
0	4	2	8	8
0	4	4	8	8
0	8	40	24	24
0	8	60	24	24
2	36	112	72	72

ITEMS NOT INCLUDED IN SCOPE:

Any airspace surfaces not mentioned in the project description.



September 30, 2025

Mr. Chad T. Snoke, PS
Owner
Geopro Consultants, LLC
1441 East Stroop Road
Dayton, OH 45429

Subject: Request for Proposal: Obstruction and Approach Survey – Proposed Runway 4
Project: Obstacle Action Plan Update
Airport: Delaware Coastal Airport (GED)
Owner: Sussex County Council
AIP No.: PENDING
State No.: PENDING

Dear Mr. Snoke:

Delta Airport Consultants, Inc., (Engineer) is requesting a proposal from your firm (Consultant) to provide Obstruction and Approach Surveys for the proposed extended Runway 4 at the Delaware Coastal Airport for Sussex County, Delaware (Owner). All survey data collected is to meet the accuracy requirements in the most current versions of Federal Aviation Administration (FAA) Advisory Circulars (AC) listed below. However, this project will be locally funded, and data will not be uploaded to Airports GIS. However, please evaluate if there is a cost-effective means of capturing survey data sufficient for the instrument approach development to the extended Runway 4 end.

- AC 150/5300-16 "General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey"
- AC 150/5300-17 "Standards for Using Remote Sensing Technologies in Airport Surveys"
- AC 150/5300-18 "General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards"
- National Geodetic Survey (NGS) "General Guidance* and Specification for Aeronautical Surveys", Volumes I-IV
- Other applicable FAA, NOAA, or NGS documents or standards

All data must be in the proper format for the NGS to validate the accuracy and approve the collected data.

Given these broad parameters and guidance, it is requested that you provide a lump sum fee proposal for completing the following scope of work:

2700 POLO PARKWAY, MIDLOTHIAN, VIRGINIA 23113

P. (804) 275-8301 WWW.DELTAIRPORT.COM

SCOPE OF WORK

Specific services shall include but are not limited to the following items:

PART 77/TERPS OBSTRUCTION ANALYSIS- FOR FUTURE/PROPOSED CONDITIONS

1. Identify PROPOSED obstructions off the extended Runway 4 end and laterally on each side of the extended runway centerline based upon the approaches shown in the table below. Analysis shall be completed for:
 - 14 CFR Part 77 Surfaces (to include the Approach, Conical, Horizontal, Primary and Transitional Surfaces) – within the limits shown on Exhibit 1.
 - Runway Approach Surfaces (RAS) – Table 3-4 AC 150/5300-13B

Proposed Part 77 Approach			
Runway	Type	Slope	Notes
4	Non-Precision (D)	34:1	Non-precision, Runway larger than utility, Visibility of ¼ mi

Proposed Runway Approach Surface s			
Runway	Runway Type	Slope	Notes
4	5	20:1	Expected to accommodate instrument minima greater than or equal to ¼ statute mile
4	6	30:1	Expected to accommodate vertical guidance (Vertical Guidance Surface – VGS)

2. Obstruction Analysis Deliverables shall be as follows:
 - File 1: [25057 P77 Obstructions-PRO.xls] Spreadsheet containing all obstructions identified per the Proposed Part 77 Surfaces
 - File 2: [25057 VGS Obstructions-PRO.xls] Spreadsheet containing all obstructions identified per the Vertical Guidance Surface, Runway Type 6
 - File 3: [25057 RAS Obstructions-PRO.xls] Spreadsheet containing all obstructions identified per the Runway Approach Surface, Runway Type 5

RUNWAY DEPARTURE SURFACE OBSTRUCTION ANALYSIS

4. Identify PROPOSED obstructions beyond the extended Runway 4 end (Runway 22 departure) based upon the Runway Departure Surface shown in the table below and described in Table 3-5 of FAA AC 150/5300-13B:

Proposed Runway Departure Surface			
Runway	Type	Slope	Notes
22	7	40:1	Departure Runway end intended for use in instrument conditions

5. Obstruction Analysis Deliverables shall be as follows:

File 4: [25057 RDS Obstructions-PRO.xls] Spreadsheet containing all obstructions identified per the Proposed Runway Departure Surface

PAPI SURFACES OBSTRUCTION ANALYSIS

6. Identify PROPOSED obstructions off the extended Runway 4 end based upon the PAPI surfaces shown in the table below. Proposed PAPI locations are identified on Exhibit 1; more accurate location of PROPOSED PAPI is to be provided once the project is underway.

Proposed PAPI Surfaces			
Runway	Type	PAPI Approach Angle	Notes
4	Obstacle Clearance Surface (OCS)/ Light Signal Clearing Surface (LSCS)	3.00° <i>*Proposed</i>	<ul style="list-style-type: none">• L-880 4 Box PAPI• See Engineering Brief 95, Sections 6, 7, and 8, along with FAA Order 8200.1D (w/ Change 1)

7. Obstruction Analysis Deliverables shall be as follows:

File 5: [25057 PAPI OCS Obstructions-PRO.xls] Spreadsheet containing all proposed obstructions identified per the PAPI Obstacle Clearance Surfaces

File 6: [25057 PAPI LSCS Obstructions-PRO.xls] Spreadsheet containing all proposed obstructions identified per the PAPI Light Signal Clearance Surfaces

FORMAT

9. Tie the airport survey to the National Spatial Reference System (NSRS) through a temporary connection processed through the NGS Online User Positioning System as outlined in AC 150/5300-16. Perform Geodetic Control Survey consistent with FAA AC 150/5300-16. Determine and document presence of Primary and Secondary control stations PACS/SACS.

10. Conduct airport mapping using the standards established in AC 150/5300-18, "General Guidance and Specifications for the Submission of Aeronautical Surveys to the NGS: Field Data Collection and Geographic Information System (GIS) Standards." The Consultant will use the Survey Requirements Matrix from AC 150/5300-18 to determine the required survey tasks to be used for Airport Obstruction Charts.

11. Obstruction ID numbers shall be consistent within the deliverables between all analyses provided for Part 77, Runway Departure Surface, Vertical Guidance Surface, Runway Approach Surface, as well as the PAPI Obstacle Clearance Surface and Light Signal Clearing Surface.

Obstruction data shall be delivered in Excel spreadsheet, with columns formatted as shown below.

Survey Point ID	Point Description	Surface Name	Surface Elevation (MSL)	Ground Elevation (MSL)	Object Elevation (MSL)	Height of Object (AGL)	Penetration Amount (ft)	Northing	Easting	Runway **
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** Identify associated runway end for approach surface. If not an approach surface, use runway label, i.e., 5-23.

Obstructions included in spreadsheets shall be reported based on the object density selection criteria as specified in FAA AC 150/5300-18.

12. Data collected to the tolerances specified in the above Advisory Circulars are, but are not limited to, the following:

- a. Horizontal control shall be based on State Plane Coordinate System NAD 83. Vertical control shall be based on NGS NAVD 88.
- b. Establish runway ends and runway centerline in State Plane Coordinate System NAD 83. Provide a centerline spot elevation (1/100 ft) at each runway end. Collect all runway end positions at the airport including orthometric and ellipsoid elevations/heights. Attributes for features not readily identifiable through photogrammetric analysis to be provided upon request.

13. It is requested that four (4) files (AutoCAD 2013 or newer format) containing the following information be submitted for our use:

- File 7: [25057plan.dwg] Planimetrics files (All objects in this file shall have zero elevation.)
- File 8: [25057bkln.dwg] Breaklines used to generate the contours.
- File 9: [25057mass.asc] All mass points generated and shown in the above CAD files.
- File 10: [25057obst.asc] All surveyed obstructions, with clear description given for type of obstruction (i.e. TREE, BUILDING, POWER POLE, etc.) If the software being used prohibits the use of specific descriptions such as those shown above, separate ASCII files may be provided for each type of obstruction, in which case the files may be named [25057tree.asc], [25057bldg.asc], etc.

- a. The drawing world shall be oriented with the State Plane Coordinate System NAD 83.
- b. The grid pattern on the drawings shall be based on the State Plane Coordinate System NAD 83.
- c. No elevations shall be assigned to any lines or objects in the planimetrics file.
- d. All spots shall be on the appropriate layer and contain an attribute for elevation and point description.
- e. 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 the standard drawing template file and standard linetype definition file will be forwarded along with the Notice to Proceed.

- f. No line work shall be broken in order to add specific “patterns” 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 the 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 custom line types. No additional text items or symbols should be placed along the line to “approximate” a custom line type.
 - g. 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” = 200’ plot scale.
 - h. Drawing entities shall have color and linetype set “BYLAYER”.
 - i. 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.
14. 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.
15. Please provide a lump sum cost for the proposed scope of work. The cost shall include all labor needed for field work, office time, etc. to provide the final product(s).
16. An electronic version (Microsoft Word) of the final survey report as submitted to AGIS is required.

GENERAL

17. Your proposal should include a fee schedule, estimated work hours, anticipated non-salary cost, and a lump sum cost. All expenses shall be estimated based on the latest Federal guidelines for items such as mileage, meals, per-diem, etc.
18. If accepted, your proposal shall serve as a basis for a lump sum 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.
19. 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.
20. 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.

21. Your invoice shall, at a minimum, include the following:
 - a. Project name (Obstacle Action Plan Update)
 - b. Airport name (Delaware Coastal Airport)
 - c. Delta project number (25057)
 - d. Invoice number
 - e. Workhour cost, with breakdown of hours and fees
 - f. Non-salary costs

 22. All crews working in the active aircraft operation areas shall have aviation band radios and monitor the Unicom CTAF Frequency 123.0 MHZ at all times. All activities on the airfield shall be coordinated with the Owner and the Engineer prior to the start of work. Work shall be scheduled to minimize closures. The work crews shall be prepared to clear the runway and taxiway safety areas during aircraft operations as ordered by the Owner. It is anticipated that required work within the runway safety areas will be accomplished without closing the runways. The work crews shall be prepared to clear the runway and taxiway safety areas during aircraft operations.
 23. All activities on the airfield shall be coordinated with the Engineer. The Engineer will coordinate with the Owner. You may be required to check in with the Airport Manager prior to beginning any reconnaissance and/or field work inside and outside the Airport Security fence or adjacent properties.
- William Eschenfelder, P.E.
Project Manager
Delta Airport Consultants
(804)-521-2260
24. 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.
 25. Should additional work outside the accepted scope of work be required due to extenuating circumstances, Delta must provide written approval prior to initiating additional work.
 26. The proposal must address each separately numbered task item as presented and specifically reference any item requested in this RFP that is not covered by the proposal. If an exception is taken, identify the numbered task item(s) to which an exception is taken and explain the exception.

Delta is requesting your proposal on or before October 9th, 2025. It is anticipated that a notice-to-proceed for your work will be given as soon as possible. Upon receipt of the written notice-to-proceed, it is

requested that a copy of the electronic files for the requested surveys be forwarded to our office within 60 days of imagery acquisition delivery but not to exceed 90 days after the notice-to-proceed.

If you have any questions concerning this proposal, please contact our office.

Sincerely,

William M. Eschenfelder, P.E.
Project Manager

Enclosures: Standard Request for Proposal Layers
Exhibits
Sample Subconsultant Agreement

Reference: 25057

October 8, 2025

William M. Eschenfelder, P.E.
Project Manager
Delta Airport Consultants
2700 Polo Parkway
Midlothian, VA 23113



GEOPRO
CONSULTANTS, LLC



GEOPRO
CONSULTANTS, LLC

1441 East Stroop Road
Dayton, Ohio 45429
www.geopro.xyz

RE: Delta Project 25057 - Obstruction and Approach Survey – Proposed Runway 4 at Delaware Coastal Airport

Geopro Consultants, LLC appreciates the opportunity to propose on Aeronautical Surveying and Mapping Services for the proposed extended Runway 4 at Delaware Coastal Airport (GED), in Georgetown, Delaware. The information below will provide you with an overview of our understanding and technical approach for this project and will outline the products we will be delivering.

Geopro understands that Sussex County desires obstruction mapping for the proposed extended Runway 4 end to support an Obstacle Action Plan Update. The mapping efforts will analyze multiple surfaces including Part 77 Surfaces, Runway Approach Surfaces (Types 5 and 6), Runway Departure Surface (Type 7), and PAPI Obstacle Clearance and Light Signal Clearance Surfaces. The project will also require establishment of airport geodetic control tied to the National Spatial Reference System and delivery of planimetric mapping and obstruction data in accordance with FAA Advisory Circulars 150/5300-16, 150/5300-17, and 150/5300-18. Attachment A describes our understanding of the scope of work. Attachment B depicts our proposed mapping limits. Attachment C outlines the associated costs required to complete this project.

We sincerely appreciate the opportunity to propose on this project. If you have any questions or need additional information, please feel free to contact me at 937.674.1492.

Sincerely,

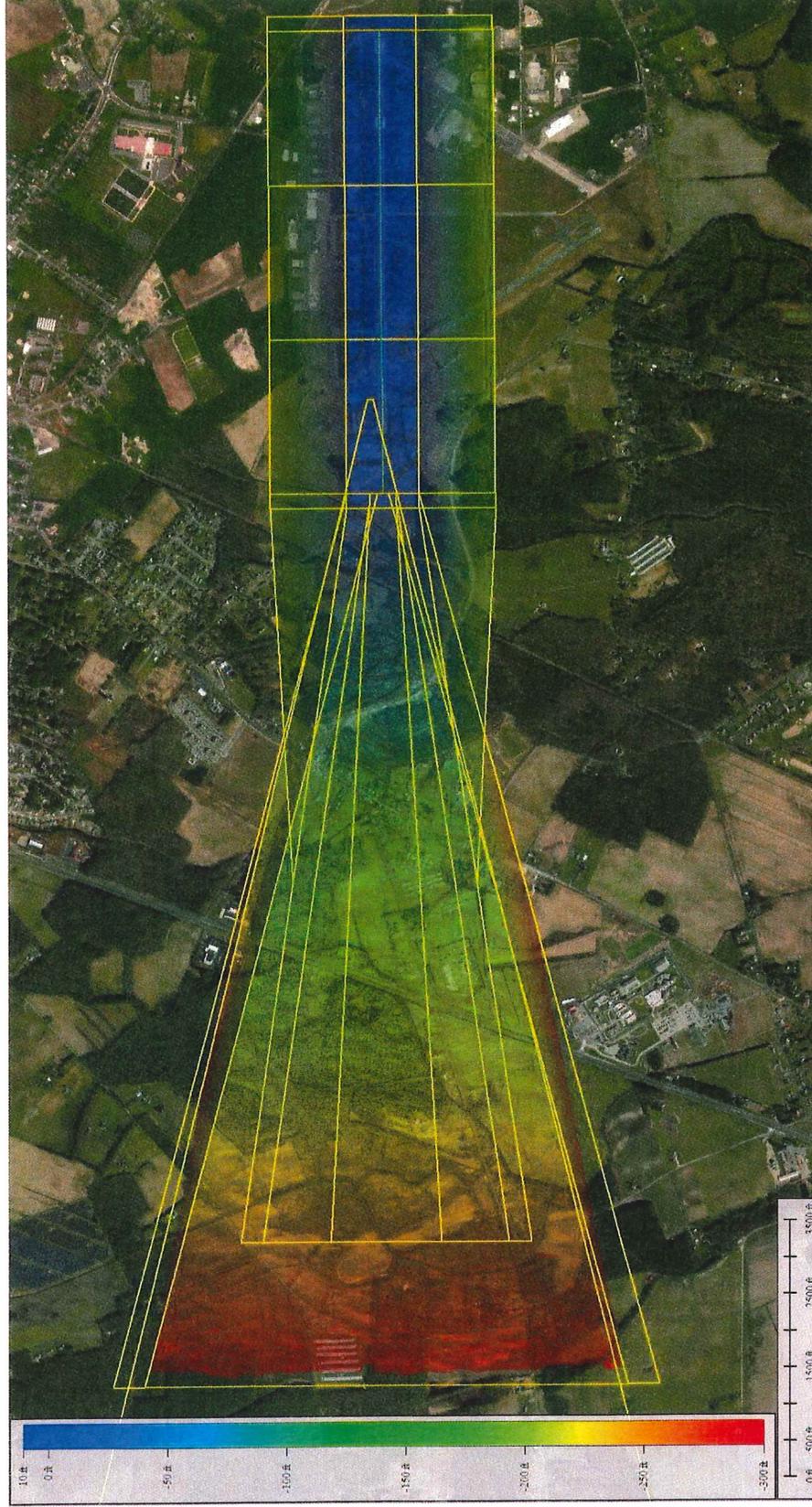
Chad T. Snoke, PS CP
Vice President
Geopro Consultants, LLC

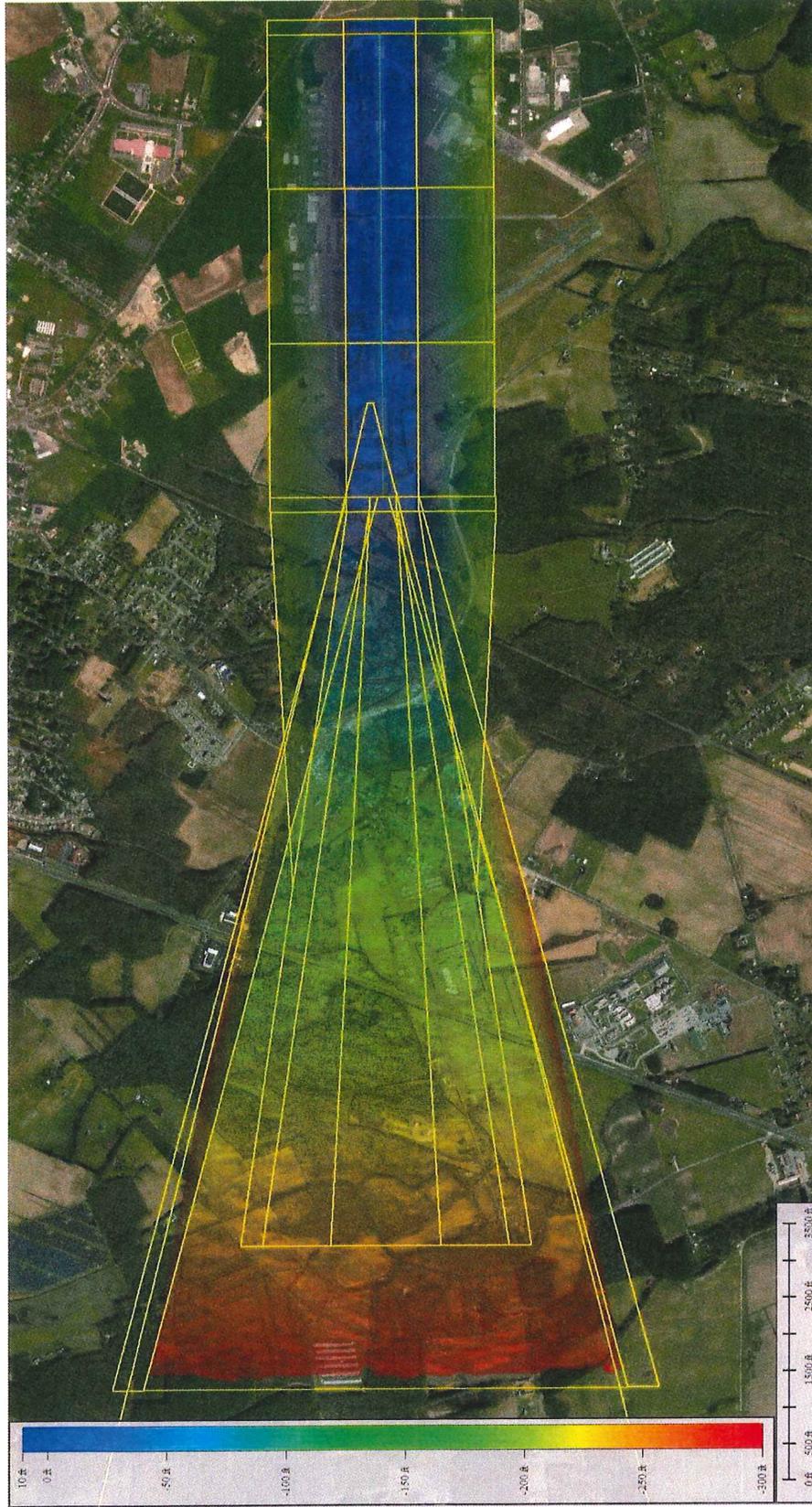
Attachment A: Scope of Work

Geopro will deploy a field surveyor to the site to perform ground measurements. While onsite, the surveyor will recover the airport's existing geodetic control (PACS and SACS) which will be used as the basis of all survey work. Photogrammetric control points will also be surveyed to support aero-triangulation. Geopro will then obtain new leaf-on aerial photography and perform aero-triangulation to begin obstacle mapping for the analysis tasks outlined below. The imagery limits will extend to the limits of the Runway Departure Surface, at which point the PAPI surface is more than 300 feet above the terrain. All survey data will be based on the airport's Primary and Secondary Airport Control Stations. Horizontal control will be based on State Plane Coordinate System NAD 83 and vertical control will be based on NGS NAVD 88.

- 1. Part 77/TERPS Obstruction Analysis - Proposed Conditions (RFP Items 1-2):** Geopro will photogrammetrically analyze and measure all obstacles penetrating 14 CFR Part 77 Surfaces for Runway 4, including the Approach, Conical, Horizontal, Primary, and Transitional Surfaces within the limits shown on Exhibit 1. Analysis will include the proposed Part 77 Approach Surface at 34:1 slope for Non-Precision operations with visibility of $\frac{3}{4}$ mile, Runway Approach Surface Type 5 at 20:1 slope for instrument minima greater than or equal to $\frac{3}{4}$ statute mile, and Runway Approach Surface Type 6 at 30:1 slope expected to accommodate vertical guidance. Geopro will deliver the following obstruction analysis files in Delta formatted spreadsheets: [25057 P77 Obstructions-PRO.xls] and [25057 RAS Obstructions-PRO.xls].
- 2. Runway Departure Surface Obstruction Analysis (RFP Items 4-5):** Geopro will photogrammetrically analyze and measure all obstacles penetrating the Runway Departure Surface Type 7 for Runway 22 (departure end of extended Runway 4) at 40:1 slope. This surface is intended for departure runway ends used in instrument conditions as described in Table 3-5 of FAA AC 150/5300-13B. Geopro will deliver the following obstruction analysis file in Delta formatted spreadsheet: [25057 RDS Obstructions-PRO.xls].
- 3. PAPI Surfaces Obstruction Analysis (RFP Items 6-7):** Geopro will photogrammetrically analyze and measure all obstacles penetrating the PAPI Obstacle Clearance Surface (OCS) and PAPI Light Signal Clearance Surface (LSCS) for the proposed L-880 4 Box PAPI at Runway 4. Analysis will be conducted at 3.00° approach angle per Engineering Brief 95, Sections 6, 7, and 8, along with FAA Order 8200.1D (w/ Change 1). The proposed PAPI location is identified on Exhibit 1, with more accurate location to be confirmed once the project is underway. Geopro will deliver the following obstruction analysis files in Delta formatted spreadsheets: [25057 PAPI OCS Obstructions-PRO.xls] and [25057 PAPI LSCS Obstructions-PRO.xls].
- 4. Reporting and Final Deliverables (RFP Items 9-16):** Geopro will provide all obstruction spreadsheets formatted per RFP specifications with columns including Survey Point ID, Point Description, Surface Name, elevations, penetration amounts, coordinates, and associated runway. Obstruction ID numbers will be consistent across all deliverables to allow cross-referencing between Part 77, Runway Departure Surface, Runway Approach Surface, and PAPI surface analyses. A sealed survey report in electronic format (Microsoft Word) will document findings, methodology, and field notes.

Attachment B – Project Mapping Limits





The imagery will extend to the limits of the Runway Departure Surface, at which point the PAPI is more than 300 feet above the terrain.

Attachment C – Not-To-Exceed Project Fee

Project Task	Task Totals
Field Survey and Imagery Acquisition	\$13,700.00
All time and expenses required to travel to Georgetown, Delaware, recover existing airport geodetic control (PACS and SACS), establish photogrammetric control, and acquire new leaf-on aerial imagery. Includes project management and coordination of surveying and aerial mapping efforts with a Delaware licensed land surveyor.	
1. Part 77/TERPS Obstruction Analysis - Proposed Conditions	\$7,700.00
All time and expenses required to perform aero-triangulation, photogrammetrically analyze Part 77 Surfaces and Runway Approach Surfaces (Types 5 and 6), identify and measure all penetrating obstacles, and compile obstruction data in Delta formatted spreadsheets.	
2. Runway Departure Surface Obstruction Analysis	\$6,300.00
All time and expenses required to photogrammetrically analyze Runway Departure Surface Type 7, identify and measure all penetrating obstacles, and compile obstruction data in Delta formatted spreadsheets.	
3. PAPI Surfaces Obstruction Analysis	\$4,500.00
All time and expenses required to photogrammetrically analyze PAPI Obstacle Clearance and Light Signal Clearance Surfaces, identify and measure all penetrating obstacles, and compile obstruction data in Delta formatted spreadsheets.	
4. Reporting and Final Deliverables	\$6,400.00
All time and expenses required to compile AutoCAD files (breaklines, mass points, obstruction data) to Delta CAD standards, prepare sealed survey report in Microsoft Word format, and finalize all deliverables per RFP specifications.	
Total Project Fee:	\$38,600.00

ASSURANCES

AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

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

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

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

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for

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

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

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



Federal Aviation Administration

Policy Guidance

Date: **September 19, 2022**

To: Regional Airports Division Managers
610 Branch Managers
620 Branch Managers
Airports District Office Managers

From:

JOHN DERMODY Digitally signed by JOHN DERMODY
Date: 2022.09.16 14:19:19 -04'00'
Director, Office of Airport Safety and Standards (AAS-1)

Robert John Craven Digitally signed by Robert John Craven
Date: 2022.09.16 15:04:03 -04'00'
Director, Office of Airport Planning and Programming (APP-1)

KEVIN WILLIS Digitally signed by KEVIN WILLIS
Date: 2022.09.19 08:42:05 -04'00'
Kevin Willis, Director
Office of Airport Compliance and Management Analysis (ACO-1)

Subject: **Approach and Departure Surface Protection**

This policy guidance memorandum summarizes the responsibilities of FAA Office of Airports staff regarding establishing, maintaining, and prioritizing clear approach and departure surfaces at airports, as part of normal deliberations with airport sponsors about upcoming plans and projects. This memo synthesizes best practices and expectations relating to the protection of approach and departure surfaces. This document consolidates and rescinds the August 18, 2015, and March 4, 2017, memorandums¹ on the same subject.

Instrument departure procedures, takeoff minima, and low close-in notes are published in the TPP. During the development of instrument approach procedures the FPT will assess, develop, and publish takeoff minima for all runways at the airport unless requested otherwise. The airport operator, in coordination with the FAA, can identify runway ends that are for visual departures only (i.e. IFR takeoff is published as not authorized (NA) in the TPP). In this case, the instrument departure surface will not be protected on the runway end, and IFR departures are not permitted. Airport sponsors can submit a request to remove existing instrument takeoff minima from a runway end via the IFP Gatewayⁱⁱ. Prior to submitting a request, airport sponsors are requested to coordinate with their respective Airports District Office (ADO) or Regional Office (RO).

Where practicable, visual runways at airports with instrument approach procedures should afford IFR departures by protecting the instrument departure surface. The availability of multiple runways having IFR takeoff minima provides operational flexibility for aircraft departing under IFR. However, there are valid reasons for an airport operator to decide not to protect select visual runway(s) with an instrument departure surface. For example, worthwhile aeronautical development (such as hangars) may preclude IFR departures from the A-I visual crosswind runway, but IFR departures are protected on the C-II primary runway.

Typically, penetrations to the departure surface occurs off-airport property in an area not owned by the airport. AJV-A5 is responsible for aeronautical studies regarding proposed construction located off-airport property. Depending on the proposal, ARP may be requested for review and comment. ARP cannot evaluate a non-standard departure surface. Instead, ARP will simply assess the standard 40:1 departure surface. Regardless of any existing modified departure surface (e.g. increased climb gradient), ARP is to object if any obstacles penetrate the standard departure surface as described in AC 150/5300-13, Airport Design. If AJV-A5 mitigates our objection based on a different climb gradient that is at their discretion. AJV-A5, in accordance with 14 CFR § 77.17, considers an object that penetrates the departure surface to be an obstruction to air navigation. In accordance with Order JO 7400.2, AJV-A5 will conduct further study to determine if adverse effect exists. Any proposed obstacle that penetrates the departure surface, originating at the departure end of runway (DER) by up to 35 feet will be circularized by AJV-A5. Circularization is the process of providing public notice of proposed construction to solicit information that may assist in determining what effect, if any, the proposed structure would have to the navigable airspace. If the obstacle penetrates the departure surface by more than 35-feet, it is presumed to be a hazard, and AJV-A5 will issue a Notice of Presumed Hazard.

Grant Assurances

While the FAA cannot regulate the height of structures, FAA grant assurances and property conveyance obligations, if applicable, serve to hold airport sponsors accountable in protecting airspace on and around the airport. Airport sponsors that accept funds from FAA-administered airport financial assistance programs must agree to certain assurances/obligations. The following grant assurances relate to safety and the protection of the approach and departure surfaces (property conveyance typically have similar obligations):

- 1) Grant Assurance 19, *Operation and Maintenance*
- 2) Grant Assurance 20, *Hazard Removal and Mitigation*

- 3) Grant Assurance 21, *Compatible Land Use*
- 4) Grant Assurance 22 (h and i), *Economic Nondiscrimination*
- 5) Grant Assurance 29, *Airport Layout Plan*

It is critical for federally obligated airport sponsors to meet these assurances/obligations to ensure safe and efficient airport operations at all times, protection of the airport's terminal airspace, and related compatible land use. Failure to do this may lead to violations, request for costly corrective action, and affect eligibility and jeopardize future federal funding. Depending on the situation and circumstances of the case, the FAA may pursue judicial enforcement as well. In addition, it is noted that the terms and conditions of a FAA's land release approval are legal encumbrances on the property and are required to be recorded. These encumbrances on the land typically limit land use and airspace penetrations after the FAA releases the property. For more information pertaining to these grant assurances, refer to Order 5190.6, FAA Airport Compliance Manual.

Responsibilities

While the airport sponsor has ultimate responsibility in the protection of the approach and departure surfaces, it is a collaborative effort with ARP. The following are responsibilities among the various stakeholders:

Office of Airports (Headquarters)

- Ongoing coordination with the FPT and the Flight Standards Service (AFS-400) nationally in regards to airspace related matters.
- The Airport Data and Airspace Branch (AAS-120) within ARP supports development of a Runway Airspace Management Tool in the Airport Data and Information Portal ([ADIP](#)) to assist airport sponsors in managing obstacles and in protecting airspace surrounding their airport. This tool will also provide a means for airport sponsors to create an Obstacle Action Plan (OAP).
- AAS-120 and the Airport Planning and Environmental Division (APP-400) support ADO and RO personnel pertaining to this matter, inclusive of both design and planning considerations. The Airports Financial Assistance Division (APP-500) provides the field offices support relating to Airport Improvement Program (AIP) grant funding of obstruction and obstacle removal.
- Responsible for the review of petitions submitted under §77.37. Proponents have the option to petition for additional FAA review of an unfavorable determination made on an on-airport obstacle or obstruction. AAS-120 may coordinate petition reviews with AJV, APP and/or ACO, as applicable. The petition process is handled outside the OE/AAA program.

Office of Airports (ADO or RO)

Note: For block grant states, refer to the approved Memorandum of Agreement.

- Ensure airport sponsors incorporate the identification and planned mitigation of obstacles penetrating the approach and/or departure surfaces into Master Plans, Airport Layout Plan (ALP) Updates, obstruction studies, and other relevant documents.
- Confirm the sponsor develops a plan for removing or mitigating obstacles and hazards to air navigation. An airport sponsor with unmitigated obstacles will develop an OAP detailing how and when, to the extent reasonable, each of the surfaces will be cleared and maintained. At minimum, the OAP is to include all Airport Design approach and departure surfaces relevant to a given runway end. The priorities for removing obstacles are as follows:

Priority 1	Obstacle(s) determined a hazard to air navigation by an FAA aeronautical study.
Priority 2	All other obstacle(s) penetrating approach surfaces.
Priority 3	All other obstacle(s) penetrating the departure surface.

- Collaborate with the sponsor to get annual updates to their OAP. On the ALP, document each obstacle or obstacle group and its corresponding aeronautical study.
- Consider obstacle mitigation projects as a priority when discussing Capital Improvement Plan (CIP) project funding requests. Please note the AIP Handbook addresses obstruction removal, not obstacle removal. In the context of the AIP Handbook, these terms are used interchangeably.
- Object to, or provide a no objection with provision(s) that practicably mitigate, any new permanent, person built Non-Rulemaking Airport (NRA)/Obstruction Evaluation (OE) aeronautical study that infringes upon an approach or departure surface as contained in the Airport Design AC. Providing an objection or no objection with provision for an OE study may not result in an objection from AJV-A5; however, it is the official record of ARP's response.
- Negotiate with the sponsor to preclude any on-airport permanent structure from causing an IFR effect, as determined by Flight Procedures. If negotiations fail, issue an objectionable determination.
- Collaborate on NRA petitions (reference §77.37) when requested by AAS-120.
- Review and discuss with the sponsor the obstacle disposition data table in the ALP set. In addition, when reviewing the Project Evaluation Report and Development Analysis (PERADA), or other like review format, items prior to awarding any new grant, confirm the sponsor is monitoring the OAP. The OAP is a fluid document updated continuously by the sponsor, and is only reviewed (i.e. not approved) by the FAA.

- Highlight any unresolved issue jeopardizing safety or utility and thus jeopardizing past or future federal investments. FAA considers protracted delays in obstruction mitigation to be a negative factor when considering other grant requests.
- Work closely with the RO Instrument Validation Team lead, the FPT, and the airport sponsor to ensure timely and accurate information regarding obstacles. The OAP may be useful if mitigation dates are known and can be used by Flight Procedures during IFP development.
- Upon receiving an OE aeronautical study that has a possible effect to the approach or departure surface, notify the airport operator. AAS-120 maintains a template for alerting sponsors. This action complements but does not relieve the airport sponsor in monitoring off-airport construction that impedes airport operations.
- Emphasize to airport sponsors that obstacle or obstruction removal needs to be viewed as a priority for the use of AIP entitlement funds. FAA Order 5100.38, *AIP Handbook*, sets forth policy on obstruction and obstacle removal being eligible for AIP grant funding. Obstruction removal does have limitations that are to be conveyed to the airport sponsor prior to undertaking an AIP funded project. The current Desk Guide provides work codes relating to obstruction removal. Both the FAA and airport sponsor are expected to consider obstacle mitigation projects as a priority matter when discussing other CIP project funding requests. Whenever the ADO meets with the airport sponsor to discuss CIP updates or potential funding requests, the ADO should discuss with the sponsor the need to establish an obstacle disposition data table in the ALP showing actions for each obstacle.
- When reviewing the PERADA, or other like review format, items prior to awarding any new grant, ensure the sponsor is following the OAP (or is in the process of developing the OAP), and is including obstacle mitigation projects to the maximum extent possible. The ADO/RO may review (but not approve) the OAP as it is the sponsor's responsibility to develop and implement the OAP. It is important to emphasize that the PERADA question (as to whether the approach and departure procedures are clear) does not refer solely to on-airport obstructions. Rather, the airport sponsor needs to evaluate any off-airport obstructions as well (and the FAA needs to review the sponsor's evaluation). The potential removal or other mitigation of such obstacles will continue to be a high priority, regardless of whether they are on- or off-airport.

Airport Sponsor

This section provides information to ARP staff in the interest of providing full context on both FAA and airport responsibilities; this memo does not establish guidance but rather summarizes applicable processes and references in existing guidance.

The ultimate goal for each airport is to have proximate airspace free of obstacles. The challenge is that existing man-made and/or natural objects may impede the practical ability for an airport sponsor to achieve this goal. In addition, objects may be constructed outside

the airport's control. Regardless, airport sponsors must mitigate existing airport hazards and prevent new hazards to the extent reasonable. Not adhering to the following expectations may lead to a violation of grant assurances or the property conveyance obligations:

- Develop working relationships with local municipalities to facilitate communication and coordination on land use planning, zoning, off-airport development proposals, proposal reviews, etc. It is also good practice to include local government (e.g. typically land use planners and engineers) in the review and development of the airport's master planning process and any relevant airport development. Through outreach, the airport can also advise surrounding local governments on the merits and best practices for land use compatibility zoning.
- Identify objects that are obstructions to air navigation in accordance with Subpart C of Part 77. Ensure each obstruction (or grouping thereof) has an associated aeronautical study. Obstructions that encompass a larger area (e.g. group of trees) can be submitted to the FAA by identifying multiple points that make up the footprint of the area, using the highest representative obstructions above ground level. Take any action identified in the FAA determination, and immediately mitigate any obstruction found to be a hazard. Recall, §77.15 states objects that are considered obstructions under Subpart C are presumed hazards to air navigation unless further aeronautical study concludes that the object is not a hazard. Meeting this will ensure airport compliance with Part 139 certification (see Title 14 §139.331).
- On property over which the sponsor has zoning authority, prevent obstructions from being constructed near the airport that are found to be a hazard under Part 77 or that result in penetration or any other impact to the airport's approaches/departures or use. This includes penetration to any surface contained in the Airport Design AC or any surface in TERPS, resulting in an IFR effect. Consideration must be given to existing and future runway improvements. For temporary construction, refer to [AC 150/5370-2, Operational Safety on Airports During Construction](#). This document provides guidance on protecting the approach and departure surfaces during construction.
- With respect to property over which the sponsor does not have zoning authority, inform neighboring municipalities and other entities that own or control land proximate to the airport regarding FAA notice requirements of Part 77. Explain the risks associated with aboveground structures in the approach and departure areas of a runway, and effects it may have to the airport. Proper zoning or land use control are effective means to protect approach and departure areas of a runway. Consideration must be given to existing and future runway improvements.
- Upon identification or notice of an obstacle conflicting with visual or instrument flight procedures, take immediate mitigation actions. The FAA expects the airport sponsor, to the extent possible, to mitigate existing obstacles. Mitigation is broken into two categories: temporary and permanent.

ADIP Portal Home Facility Dashboard Help Robert Bryant

38°41'16.8159"N 15°22'30.0167"W

Obstacle Data

Search Facility
Enter Facility Locator Id or Name

Current Facility
GED - DELAWARE COASTAL (KGED)

Retrieve obstacles within 1 NM

Download Obstacles (4407)

Download as KML Download as CSV

Maps
ESRI World Imagery

Federal Aviation Administration Obstacle Data Page for Delaware Coastal Airport - GED

Airport Contact Information

Airport Name:	DELAWARE COASTAL AIRPORT
Location Identifier:	GED
Sponsor:	SUSSEX COUNTY, DELAWARE
Street Address:	21533 RUDDER LANE
Street Address 2:	
City:	GEORGETOWN
State:	DELAWARE
Zip Code + 4:	19947
Telephone Number:	302-855-7774
Email Address:	robert.bryant@sussexcountyde.gov

Obstacle Action Plan RWY4

Obstacle Reference Number	Obstacle Type	Latitude	Longitude	AMSL Elevation (ft)	Height AGL (ft)	Surface Penetrated	Penetration Amount	Reference Runway
041	TREE	N38°40'27.55"	W75°22'21.68"	143.1'	151.6'	Approach Surface	-8.5'	Runway 4
048	TREE	N38°40'28.06"	W75°22'20.30"	144.5'	148.6'	Approach Surface	-4.1'	Runway 4
049	TREE	N38°40'28.73"	W75°22'21.61"	141.4'	148.6'	Approach Surface	-7.2'	Runway 4
051	TREE	N38°40'29.83"	W75°22'22.69"	150.7'	147.2'	Approach Surface	3.5'	Runway 4
052	TREE	N38°40'28.29"	W75°22'19.44"	148.7'	147.0'	Approach Surface	1.7'	Runway 4
053	TREE	N38°40'28.00"	W75°22'18.01"	142.0'	145.9'	Approach Surface	-3.9'	Runway 4
054	TREE	N38°40'27.36"	W75°22'16.67"	140.8'	145.8'	Approach Surface	-5.0'	Runway 4
055	TREE	N38°40'28.40"	W75°22'18.41"	141.9'	145.4'	Approach Surface	-3.5'	Runway 4
056	TREE	N38°40'25.69"	W75°22'13.03"	143.1'	145.3'	Approach Surface	-2.2'	Runway 4
057	TREE	N38°40'28.01"	W75°22'16.70"	139.9'	144.2'	Approach Surface	-4.3'	Runway 4
058	TREE	N38°40'27.66"	W75°22'15.52"	144.0'	143.5'	Approach Surface	0.5'	Runway 4
059	TREE	N38°40'31.18"	W75°22'22.44"	139.5'	143.5'	Approach Surface	-4.0'	Runway 4
060	TREE	N38°40'25.83"	W75°22'11.65"	138.6'	143.2'	Approach Surface	-4.6'	Runway 4
061	TREE	N38°40'29.67"	W75°22'18.98"	148.3'	142.9'	Approach Surface	5.4'	Runway 4
062	TREE	N38°40'31.73"	W75°22'22.82"	136.4'	142.6'	Approach Surface	-6.2'	Runway 4
063	TREE	N38°40'30.96"	W75°22'21.13"	141.4'	142.4'	Approach Surface	-1.0'	Runway 4
065	TREE	N38°40'25.57"	W75°22'10.05"	139.2'	141.8'	Approach Surface	-2.6'	Runway 4
066	TREE	N38°40'30.36"	W75°22'19.24"	146.5'	141.5'	Approach Surface	5.0'	Runway 4
067	TREE	N38°40'26.94"	W75°22'12.24"	135.8'	141.2'	Approach Surface	-5.4'	Runway 4
068	TREE	N38°40'27.65"	W75°22'13.62"	140.0'	141.2'	Approach Surface	-1.2'	Runway 4
069	TREE	N38°40'33.11"	W75°22'23.84"	144.1'	140.4'	Approach Surface	3.7'	Runway 4
070	TREE	N38°40'28.91"	W75°22'15.35"	137.6'	140.2'	Approach Surface	-2.6'	Runway 4
072	TREE	N38°40'30.31"	W75°22'18.04"	142.3'	140.1'	Approach Surface	2.2'	Runway 4
073	TREE	N38°40'34.11"	W75°22'25.38"	134.2'	140.0'	Approach Surface	-5.8'	Runway 4
074	TREE	N38°40'29.31"	W75°22'15.65"	137.6'	139.6'	Approach Surface	-2.0'	Runway 4
075	TREE	N38°40'26.63"	W75°22'10.08"	145.2'	139.2'	Approach Surface	6.0'	Runway 4
076	TREE	N38°40'31.89"	W75°22'20.24"	140.3'	139.0'	Approach Surface	1.3'	Runway 4
077	TREE	N38°40'32.99"	W75°22'22.34"	143.4'	138.9'	Approach Surface	4.5'	Runway 4
078	TREE	N38°40'32.42"	W75°22'21.14"	141.0'	138.8'	Approach Surface	2.2'	Runway 4
079	TREE	N38°40'27.51"	W75°22'11.02"	142.1'	138.2'	Approach Surface	3.9'	Runway 4
080	TREE	N38°40'28.39"	W75°22'12.61"	142.5'	138.1'	Approach Surface	4.4'	Runway 4
081	TREE	N38°40'33.70"	W75°22'22.93"	137.4'	137.9'	Approach Surface	-0.5'	Runway 4
082	TREE	N38°40'33.06"	W75°22'21.66"	143.0'	137.8'	Approach Surface	5.2'	Runway 4
083	TREE	N38°40'29.21"	W75°22'13.71"	140.0'	137.4'	Approach Surface	2.6'	Runway 4
084	TREE	N38°40'30.35"	W75°22'15.90"	140.5'	137.4'	Approach Surface	3.1'	Runway 4
085	TREE	N38°40'32.88"	W75°22'20.84"	144.0'	137.3'	Approach Surface	6.7'	Runway 4
087	TREE	N38°40'35.74"	W75°22'25.79"	145.0'	136.4'	Approach Surface	8.6'	Runway 4

088	TREE	N38°40'32.75"	W75°22'19.75"	142.7'	136.2'	Approach Surface	6.5'	Runway 4
089	TREE	N38°40'36.45"	W75°22'26.92"	130.0'	136.0'	Approach Surface	-6.0'	Runway 4
090	TREE	N38°40'32.08"	W75°22'18.04"	141.0'	135.7'	Approach Surface	5.3'	Runway 4
091	TREE	N38°40'33.98"	W75°22'21.71"	135.6'	135.6'	Approach Surface	0.0'	Runway 4
092	TREE	N38°40'28.55"	W75°22'10.87"	142.5'	135.5'	Approach Surface	7.0'	Runway 4
093	TREE	N38°40'27.78"	W75°22'09.27"	144.3'	135.3'	Approach Surface	9.0'	Runway 4
094	TREE	N38°40'31.35"	W75°22'16.25"	143.0'	135.3'	Approach Surface	7.7'	Runway 4
095	TREE	N38°40'30.40"	W75°22'14.35"	133.5'	135.3'	Approach Surface	-1.8'	Runway 4
096	TREE	N38°40'29.58"	W75°22'12.54"	131.0'	135.0'	Approach Surface	-4.0'	Runway 4
097	TREE	N38°40'31.40"	W75°22'15.76"	135.4'	134.5'	Approach Surface	0.9'	Runway 4
098	TREE	N38°40'35.87"	W75°22'24.34"	138.5'	134.2'	Approach Surface	4.3'	Runway 4
100	TREE	N38°40'33.06"	W75°22'18.65"	145.5'	134.1'	Approach Surface	11.4'	Runway 4
101	TREE	N38°40'37.78"	W75°22'27.16"	135.9'	133.0'	Approach Surface	2.9'	Runway 4
102	TREE	N38°40'37.33"	W75°22'25.96"	136.0'	132.6'	Approach Surface	3.4'	Runway 4
103	TREE	N38°40'30.94"	W75°22'13.37"	139.3'	132.7'	Approach Surface	6.6'	Runway 4
104	TREE	N38°40'36.80"	W75°22'24.79"	142.5'	132.5'	Approach Surface	10.0'	Runway 4
105	TREE	N38°40'28.71"	W75°22'08.79"	144.5'	132.4'	Approach Surface	12.1'	Runway 4
106	TREE	N38°40'31.75"	W75°22'14.65"	131.5'	132.2'	Approach Surface	-0.7'	Runway 4
108	TREE	N38°40'29.44"	W75°22'09.71"	151.1'	131.8'	Approach Surface	19.3'	Runway 4
109	TREE	N38°40'30.07"	W75°22'10.80"	151.0'	131.5'	Approach Surface	19.5'	Runway 4
111	TREE	N38°40'30.83"	W75°22'11.97"	135.8'	131.1'	Approach Surface	4.7'	Runway 4
112	TREE	N38°40'31.63"	W75°22'13.34"	134.1'	130.8'	Approach Surface	3.3'	Runway 4
113	TREE	N38°40'32.47"	W75°22'14.69"	133.0'	130.5'	Approach Surface	2.5'	Runway 4
114	TREE	N38°40'29.83"	W75°22'08.47"	149.7'	129.2'	Approach Surface	20.5'	Runway 4
117	TREE	N38°40'39.10"	W75°22'25.86"	148.0'	128.1'	Approach Surface	19.9'	Runway 4
118	TREE	N38°40'31.14"	W75°22'08.20"	139.6'	125.6'	Approach Surface	14.0'	Runway 4
121	TREE	N38°40'39.97"	W75°22'25.05"	152.0'	124.9'	Approach Surface	27.1'	Runway 4
123	TREE	N38°40'32.01"	W75°22'07.28"	140.8'	122.2'	Approach Surface	18.6'	Runway 4
125	TREE	N38°40'40.79"	W75°22'23.76"	149.0'	121.2'	Approach Surface	27.8'	Runway 4
128	TREE	N38°40'40.66"	W75°22'21.50"	140.8'	118.7'	Approach Surface	22.1'	Runway 4
129	TREE	N38°40'33.05"	W75°22'06.43"	143.0'	118.6'	Approach Surface	24.4'	Runway 4
130	TREE	N38°40'41.72"	W75°22'22.89"	151.0'	117.8'	Approach Surface	33.2'	Runway 4
133	TREE	N38°40'41.88"	W75°22'21.54"	126.4'	115.7'	Approach Surface	10.7'	Runway 4
134	TREE	N38°40'33.88"	W75°22'05.59"	138.0'	115.4'	Approach Surface	22.6'	Runway 4
138	TREE	N38°40'35.54"	W75°22'04.62"	126.5'	110.1'	Approach Surface	16.4'	Runway 4
142	TREE	N38°40'44.61"	W75°22'20.21"	132.0'	107.1'	Approach Surface	24.9'	Runway 4
145	TREE	N38°40'44.14"	W75°22'18.67"	120.5'	106.3'	Approach Surface	14.2'	Runway 4
146	TREE	N38°40'43.83"	W75°22'17.40"	106.5'	105.5'	Approach Surface	1.0'	Runway 4
147	TREE	N38°40'37.05"	W75°22'03.94"	130.0'	105.4'	Approach Surface	24.6'	Runway 4
151	TREE	N38°40'41.49"	W75°22'11.35"	101.0'	103.7'	Approach Surface	-2.7'	Runway 4
152	TREE	N38°40'43.71"	W75°22'15.65"	114.0'	103.6'	Approach Surface	10.4'	Runway 4

154	TREE	N38°40'42.41"	W75°22'12.10"	103.9'	102.4'	Approach Surface	1.5'	Runway 4
155	TREE	N38°40'42.98"	W75°22'12.74"	95.3'	101.8'	Approach Surface	-6.5'	Runway 4
156	TREE	N38°40'38.06"	W75°22'02.94"	140.0'	101.6'	Approach Surface	38.4'	Runway 4
160	TREE	N38°40'42.43"	W75°22'10.95"	105.0'	100.9'	Approach Surface	4.1'	Runway 4
162	TREE	N38°40'45.36"	W75°22'14.56"	101.2'	98.1'	Approach Surface	3.1'	Runway 4
164	TREE	N38°40'44.09"	W75°22'11.67"	93.8'	97.7'	Approach Surface	-3.9'	Runway 4
165	TREE	N38°40'44.16"	W75°22'10.79"	96.0'	96.3'	Approach Surface	-0.3'	Runway 4
166	TREE	N38°40'44.96"	W75°22'12.10"	90.5'	96.0'	Approach Surface	-5.5'	Runway 4
167	TREE	N38°40'45.14"	W75°22'11.29"	96.0'	94.5'	Approach Surface	1.5'	Runway 4
170	TREE	N38°40'46.92"	W75°22'13.93"	109.4'	93.4'	Approach Surface	16.0'	Runway 4
171	TREE	N38°40'45.75"	W75°22'11.40"	100.9'	93.1'	Approach Surface	7.8'	Runway 4
173	TREE	N38°40'46.75"	W75°22'11.79"	101.8'	91.1'	Approach Surface	10.7'	Runway 4
174	TREE	N38°40'44.02"	W75°22'06.20"	87.4'	90.8'	Approach Surface	-3.4'	Runway 4
177	TREE	N38°40'46.35"	W75°22'10.24"	86.9'	90.1'	Approach Surface	-3.2'	Runway 4
178	TREE	N38°40'46.02"	W75°22'09.00"	81.8'	89.4'	Approach Surface	-7.6'	Runway 4
179	TREE	N38°40'48.13"	W75°22'12.64"	93.0'	88.7'	Approach Surface	4.3'	Runway 4
181	TREE	N38°40'44.34"	W75°22'04.87"	95.0'	88.4'	Approach Surface	6.6'	Runway 4
185	TREE	N38°40'45.56"	W75°22'05.39"	91.0'	86.0'	Approach Surface	5.0'	Runway 4
188	TREE	N38°40'46.36"	W75°22'05.86"	95.5'	84.6'	Approach Surface	10.9'	Runway 4
189	TREE	N38°40'46.83"	W75°22'06.60"	90.4'	84.4'	Approach Surface	6.0'	Runway 4
191	TREE	N38°40'50.43"	W75°22'13.65"	88.1'	84.3'	Approach Surface	3.8'	Runway 4
192	TREE	N38°40'47.53"	W75°22'05.79"	76.4'	81.6'	Approach Surface	-5.2'	Runway 4
195	TREE	N38°40'44.71"	W75°21'59.82"	103.8'	81.0'	Approach Surface	22.8'	Runway 4
197	TREE	N38°40'47.91"	W75°22'06.10"	87.4'	81.0'	Approach Surface	6.4'	Runway 4
198	TREE	N38°40'48.35"	W75°22'06.83"	83.9'	80.9'	Approach Surface	3.0'	Runway 4
199	TREE	N38°40'48.94"	W75°22'07.26"	85.5'	79.9'	Approach Surface	5.6'	Runway 4
201	TREE	N38°40'49.97"	W75°22'07.52"	69.3'	77.7'	Approach Surface	-8.4'	Runway 4
202	TREE	N38°40'45.65"	W75°21'58.98"	106.1'	77.7'	Approach Surface	28.4'	Runway 4
205	TREE	N38°40'50.29"	W75°22'07.73"	67.5'	77.1'	Approach Surface	-9.6'	Runway 4
206	POLE	N38°40'51.66"	W75°22'08.95"	76.6'	75.2'	Approach Surface	1.4'	Runway 4
208	TREE	N38°40'46.55"	W75°21'57.84"	113.6'	74.0'	Approach Surface	39.6'	Runway 4
214	TREE	N38°40'47.52"	W75°21'58.30"	105.0'	72.2'	Approach Surface	32.8'	Runway 4
218	TREE	N38°40'48.46"	W75°21'57.53"	110.7'	68.8'	Approach Surface	41.9'	Runway 4
223	TREE	N38°40'48.81"	W75°21'56.23"	108.2'	66.3'	Approach Surface	41.9'	Runway 4
229	TREE	N38°40'50.38"	W75°21'55.45"	95.5'	61.4'	Approach Surface	34.1'	Runway 4
234	TREE	N38°40'51.61"	W75°21'54.86"	73.8'	57.5'	Approach Surface	16.3'	Runway 4
235	POLE	N38°40'52.73"	W75°21'55.59"	70.6'	55.7'	Approach Surface	14.9'	Runway 4
236	TREE	N38°40'53.77"	W75°21'55.62"	52.9'	53.1'	Approach Surface	-0.2'	Runway 4

Obstacle Disposition Plan RWY4

Obstacle Reference Number	Obstacle Type	Obstacle located ON or OFF Airport	Under Sponsor Control	Proposed Disposition of the Obstacle	Proposed Disposition Completion Date
041	TREE	ON	YES	REMOVE	12/31/25
048	TREE	ON	YES	REMOVE	12/31/25
049	TREE	OFF	NO	MONITOR	12/31/28
051	TREE	OFF	NO	TRIM/REMOVE	12/31/28
052	TREE	ON	YES	TRIM/REMOVE	12/31/28
053	TREE	ON	YES	REMOVE	12/31/25
054	TREE	ON	YES	REMOVE	12/31/25
055	TREE	ON	YES	MONITOR	12/31/28
056	TREE	ON	YES	REMOVE	12/31/25
057	TREE	ON	YES	REMOVE	12/31/25
058	TREE	ON	YES	REMOVE	12/31/25
059	TREE	OFF	NO	MONITOR	12/31/28
060	TREE	ON	YES	MONITOR	12/31/28
061	TREE	ON	YES	TRIM/REMOVE	12/31/28
062	TREE	OFF	NO	MONITOR	12/31/28
063	TREE	OFF	NO	MONITOR	12/31/28
065	TREE	ON	YES	MONITOR	12/31/28
066	TREE	ON	YES	MONITOR	12/31/28
067	TREE	ON	YES	TRIM/REMOVE	12/31/28
068	TREE	ON	YES	REMOVE	12/31/25
069	TREE	ON	YES	REMOVE	12/31/25
070	TREE	ON	YES	TRIM/REMOVE	12/31/28
072	TREE	ON	YES	MONITOR	12/31/28
073	TREE	ON	YES	TRIM/REMOVE	12/31/28
074	TREE	ON	YES	MONITOR	12/31/28
075	TREE	ON	YES	MONITOR	12/31/28
076	TREE	ON	YES	TRIM/REMOVE	12/31/28
077	TREE	ON	YES	TRIM/REMOVE	12/31/28
078	TREE	ON	YES	TRIM/REMOVE	12/31/28
079	TREE	ON	YES	TRIM/REMOVE	12/31/28
080	TREE	ON	YES	REMOVE	12/31/25
				REMOVE	12/31/25

081	TREE	ON	YES	MONITOR	12/31/28
082	TREE	ON	YES	TRIM/REMOVE	12/31/28
083	TREE	ON	YES	TRIM/REMOVE	12/31/28
084	TREE	ON	YES	TRIM/REMOVE	12/31/28
085	TREE	ON	YES	TRIM/REMOVE	12/31/28
087	TREE	ON	YES	TRIM/REMOVE	12/31/28
088	TREE	ON	YES	TRIM/REMOVE	12/31/28
089	TREE	ON	YES	MONITOR	12/31/28
090	TREE	ON	YES	TRIM/REMOVE	12/31/28
091	TREE	ON	YES	TRIM/REMOVE	12/31/28
092	TREE	ON	YES	REMOVE	12/31/25
093	TREE	ON	YES	REMOVE	12/31/25
094	TREE	ON	YES	TRIM/REMOVE	12/31/28
095	TREE	ON	YES	MONITOR	12/31/28
096	TREE	ON	YES	MONITOR	12/31/28
097	TREE	ON	YES	TRIM/REMOVE	12/31/28
098	TREE	ON	YES	TRIM/REMOVE	12/31/28
100	TREE	ON	YES	TRIM/REMOVE	12/31/28
101	TREE	ON	YES	TRIM/REMOVE	12/31/28
102	TREE	ON	YES	TRIM/REMOVE	12/31/28
103	TREE	ON	YES	TRIM/REMOVE	12/31/28
104	TREE	ON	YES	TRIM/REMOVE	12/31/28
105	TREE	ON	YES	REMOVE	12/31/25
106	TREE	ON	YES	MONITOR	12/31/28
108	TREE	ON	YES	TRIM/REMOVE	12/31/28
109	TREE	ON	YES	TRIM/REMOVE	12/31/28
111	TREE	ON	YES	TRIM/REMOVE	12/31/28
112	TREE	ON	YES	TRIM/REMOVE	12/31/28
113	TREE	ON	YES	TRIM/REMOVE	12/31/28
114	TREE	ON	YES	REMOVE	12/31/25
117	TREE	ON	YES	TRIM/REMOVE	12/31/28
118	TREE	ON	YES	TRIM/REMOVE	12/31/28
121	TREE	ON	YES	REMOVE	12/31/26
123	TREE	ON	YES	TRIM/REMOVE	12/31/28
125	TREE	ON	YES	REMOVE	12/31/26
128	TREE	ON	YES	REMOVE	12/31/26

129	TREE	ON	YES	TRIM/REMOVE	12/31/28
130	TREE	ON	YES	REMOVE	12/31/26
133	TREE	ON	YES	REMOVE	12/31/26
134	TREE	ON	YES	REMOVE	12/31/26
138	TREE	ON	YES	REMOVE	12/31/26
142	TREE	ON	YES	REMOVE	12/31/25
145	TREE	ON	YES	REMOVE	12/31/25
146	TREE	ON	YES	REMOVE	12/31/25
147	TREE	ON	YES	REMOVE	12/31/26
151	TREE	ON	YES	REMOVE	12/31/25
152	TREE	ON	YES	REMOVE	12/31/25
154	TREE	ON	YES	REMOVE	12/31/25
155	TREE	ON	YES	REMOVE	12/31/25
156	TREE	ON	YES	REMOVE	12/31/26
160	TREE	ON	YES	REMOVE	12/31/25
162	TREE	ON	YES	TRIM/REMOVE	12/31/28
164	TREE	ON	YES	REMOVE	12/31/25
165	TREE	ON	YES	REMOVE	12/31/25
166	TREE	ON	YES	REMOVE	12/31/25
167	TREE	ON	YES	REMOVE	12/31/25
170	TREE	ON	YES	REMOVE	12/31/25
171	TREE	ON	YES	REMOVE	12/31/25
173	TREE	ON	YES	REMOVE	12/31/25
174	TREE	ON	YES	REMOVE	12/31/25
177	TREE	ON	YES	REMOVE	12/31/25
178	TREE	ON	YES	REMOVE	12/31/25
179	TREE	ON	YES	REMOVE	12/31/25
181	TREE	ON	YES	REMOVE	12/31/25
185	TREE	ON	YES	REMOVE	12/31/25
188	TREE	ON	YES	REMOVE	12/31/25
189	TREE	ON	YES	REMOVE	12/31/25
191	TREE	ON	YES	REMOVE	12/31/25
192	TREE	ON	YES	REMOVE	12/31/25
195	TREE	ON	YES	TRIM/REMOVE	12/31/28
197	TREE	ON	YES	REMOVE	12/31/25
198	TREE	ON	YES	REMOVE	12/31/25

199	TREE	ON	YES	REMOVE	12/31/25
201	TREE	ON	YES	REMOVE	12/31/25
202	TREE	ON	YES	TRIM/REMOVE	12/31/28
205	TREE	ON	YES	REMOVE	12/31/25
206	POLE	ON	YES	LIGHT	12/31/28
208	TREE	ON	YES	TRIM/REMOVE	12/31/28
214	TREE	ON	YES	TRIM/REMOVE	12/31/28
218	TREE	ON	YES	TRIM/REMOVE	12/31/28
223	TREE	ON	YES	TRIM/REMOVE	12/31/28
229	TREE	ON	YES	TRIM/REMOVE	12/31/28
234	TREE	ON	YES	TRIM/REMOVE	12/31/28
235	POLE	ON	YES	LIGHT	12/31/28
236	TREE	ON	YES	TRIM/REMOVE	12/31/28

May have been removed by DeIDOT during relocation of Park Ave/Route 9. Sussex County will confirm.

JAMIE WHITEHOUSE, AICP
DIRECTOR OF PLANNING & ZONING
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Sussex County

DELAWARE
sussexcountyde.gov

Memorandum

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

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

CC: Everett Moore, County Attorney

Date: February 20, 2026

RE: County Council Report for C/U 2530 filed on behalf of Whitney Price

The Planning and Zoning Department received an application (C/U 2530 filed on behalf of Whitney Price) for a Conditional Use for seasonal bungalows (2-units) for the purpose of short-term rental in an AR-1 Agricultural Residential Zoning District at Tax Parcel 134-12.00-379.01. The property is located at 32293 Roxanna Road, Ocean View. The parcel size is 0.8 ac. +/-

The Planning & Zoning Commission held a Public Hearing on the application on January 7, 2026. At the meeting of February 18, 2026, the Planning & Zoning Commission recommended approval of the application for the 4 reasons stated and subject to the 9 recommended conditions of approval as outlined within the motion (copied below).

Below are the minutes from the Planning & Zoning Commission meeting on January 7, 2026 and February 18, 2026.

Minutes of the January 7, 2026, Planning & Zoning Commission Meeting

C/U 2530 Whitney Price

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR SEASONAL BUNGALOWS (2 UNITS) FOR THE PURPOSE OF SHORT-TERM RENTAL TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 0.8 ACRE, MORE OR LESS. The property is located on the east side of Roxanna Road (Rt. 17) and the south side of Lucinda Drive, approximately 600 feet north of Burbage Road (S.C.R. 353). 911 Address: 32293 Roxanna Road, Ocean View. Tax Map Parcel: 134-12.00-379.01.



COUNTY ADMINISTRATIVE OFFICES
2 THE CIRCLE | PO BOX 417
GEORGETOWN, DELAWARE

Mr. Whitehouse advised the Commission that submitted into the record were the Applicant's Conceptual Site Plan, the Property Survey, the Applicant's Exhibits and photographs, the Staff Analysis, and the DelDOT Service Level Evaluation Response Letter. Mr. Whitehouse advised the Commission that six public comments had been received in relation to the Application, and that they were included within the Commission's Paperless Packet.

Mr. Whitehouse advised the Commission that the application was submitted via the Sussex County Constable's Department; that there had been ongoing back and forth from the Constables office and the Applicant leading up to the current public hearing; that Mr. Mark Rogers, Sussex County Chief Constable, was in attendance for the hearing in case the Commission had any questions.

The Commission found that Ms. Whitney Price spoke on behalf of her application. Ms. Price stated that she operates an Airbnb called Bohemian Rhapsody; that she had submitted her Airbnb listing and additional information and photographs of the site; that she only rents to one booking at a time, for up to six people at a time; that the Airbnb is located in her backyard, and is a part of her home; that she does not accept automatic bookings; that her guests must request to stay, at which point she looks to see if they guest has any reviews from Airbnb; that she may, or may not stalk their social media to get an idea and a feel for what kin of folks they are; that the Airbnb is part of her home, and she is concerned about her, her child's and her neighbor's safety; that she only operates from May 1st to October 31st each year; that it is a summer side hustle; that she was currently in public school education, and had been for 25 years, and she planned for this year to be her final year, which was another reason why it was imperative that she obtain a Conditional Use permit to continue running her Airbnb.

Madam Chair Wingate requested additional information regarding the structure of the buildings, as she was a bit confused when she visited the site, and how the application came before the Commission.

Mr. Whitehouse provided a historical background for the Commission, stating that the process began with the Sussex County Constables Department back in 2023; that at that time, a Notice of Violation was served in November 2023, which led to a back and forth with the Applicant; that in terms of building permit history, the dwelling on the property, being the main house, was permitted in 1989; that the accessory structures have not yet gone through Building Code review; that the first step is to secure land use approval; that if land use approval is received, the Building Code Department will retroactively review the structures; that currently he did not believe the structures had been inspected; that Sussex County would first need a Commercial Building Permit to be applied for, for all structures that are not being use as a single-family dwelling; that the commercial permit would proceed through review and approval, and at that time, inspectors would visit the site to see what needs to be changed retroactively, and all of this would only happen if the Applicant received land use approval.

Mr. Mears questioned Mr. Whitehouse about how any setback violations would be addressed.

Mr. Whitehouse stated that if setback variance are required, and that he believed they would be required, the Applicant would also need to secure any variance approvals as well; that the Applicant

did not currently have a variance(s), building permit(s) or land use approval, and that the current public hearing before the Commission was step one in the process.

Ms. Price stated that she wanted to plead ignorance; that she literally did not know; that she graduated in 2014 with a Master's Degree in school counseling; that, as a surprise gift, her former husband of 25 years, bought her a she-shed, which she had wanted; that she has three sons, who were very involved in sports, and she wanted space in her backyard; that she did not know about setbacks; that all she knew was that she wanted privacy in the shade and did not want to look at the house behind her; that she decorate it like the inside of Jeannie's bottle from *I Dream of Jeannie*; that it was her go-to place; that she purchased a second shed, again, not knowing that she needed permission from the government to stick a shed on my property; that she is a law-abiding citizen; that she did not do anything deliberately; that when 2020 hit she was visiting her friend, Mr. Charlie Lynch, who was changing her oil; that she was discussing her recent divorced, and needed to find a way to supplement her income; that she was too old to wait tables or bartend again; that he suggested she rent out her sheds on Airbnb; that at the time she did not know what Airbnb was; that he got her in contact with a friend, Leslie, who had a yurt in her backyard, located in Ocean View; that Leslie visited her property and the shed, stating that she was sitting on a gold mine; that she questioned who would want to sleep in an Amish-built shed, located in someone's backyard; that Leslie stated she had a beautiful property, an awesome taste in style, and a beautiful garden; that she was told the millennials call it "glamping"; that she then began researching online; that Leslie was her Airbnb mentor; that she did not know anything about a Conditional Use; that she did not know she was located within an AR-1 (Agricultural Residential) Zoning District; that she honestly did not know that she needed a Conditional Use permit or any of the stuff mentioned; that when the Constable visited her property, she had no idea it was her; that it has been quite an eye-opening process since the whole discovery in 2023; that she requested to present to the Commission her visuals and presentation; that engineer-wise, it is legitimately two Amish-built sheds; that the sheds are not insulated or air conditioned, and she provides fans for her guests an visitors, as she also uses the sheds for her friends and relatives who come to visit; that the sheds do not have a bathroom inside of them, which is where the "glamping" comes not play; that she provides an outdoor bathhouse, which is a separate structure with a toilet in it; that the bathhouse is very rustic, and deliberately open at the top; that the plumbing is plumbed into her house; that the black and grey water go into her septic; that DNREC has visited the site twice, as she believed someone called them with a complaint; that DNREC was concerned about my trash situation; that at that time, she showed them her trash, recycle and composting areas; that being environmentally friendly is very important to her; that the second time DNREC visited the site, they came to check the plumbing; that they made sure everything was legit; that the style she provides is very "hippy dippy" as those are the type of folks that she wants to attract; that she wants to attract folks who enjoy nature, who want to be in an outdoor bathhouse naked, taking a great shower with hot water and great water pressure; that she proceeded to show the Commission photographs of the bathhouse, stating that all plumbing goes underneath, into the pan, that then goes into the part of her house; that they had always had the outdoor shower, as her boys would often surf, and they just added the toilet and the sink.

Mr. Mears questioned whether the site was served by public sewer or onsite septic, and if DNREC was ok with the addition of the bathroom.

Ms. Price stated that her site is served by a private septic, and that DNREC was ok with the addition of the bathroom.

Madam Chair Wingate questioned if Ms. Price had documentation from DNREC stating they were ok with the bathroom addition.

Ms. Price stated that she did not have approval documentation from DNREC; that she does have to get her septic pumped; that the area is easy to access; that the average night stay of her guests is about two nights; that in total, since 2020, she had only hosted approximately 190 people; that she had 168 reviews, including five-star reviews; that she showed the Commission a photo of her garden; that she referred to it as the “dead hedge,” and it is pollinator friendly; that her garden is another big part of her property; that it provides the ability to share fruits and vegetables with guests; that the little guests love helping her water the garden, check the butterflies and dragonflies; that music is a big deal in her life; that she attracts a lot of artists and musicians; that John Donato is a local mural artist, and a very good friend of hers; that he had helped contribute to many of the art projects on the property; that when her guests sit around the campfire, they can pick up a handmade instrument and make music; that she showed the Commission a photo view from the bungalows; that looking into her backyard, one can see her house; that when walking through the yard there is a Crepe Myrtle tree, but beyond that is the sand yard, and the other side of that is the bath house; that she had a back patio; that underneath the glass table (in the photograph) is the location of where the septic is pumped, and she showed a photo of this area which reflected its location in relation of the bathhouse.

Madam Chair Wingate requested more information regarding parking and the number of parking spaces.

Ms. Price stated that her property is a part of Townsend Acres; that she has two driveways, and one driveway is located directly off Roxanna Road, and the other is located off Lucinda Drive, being approximately 200 feet from Roxanna Road.

Madam Chair Wingate questioned whether there was a deed for Lucinda Drive, who owned Lucinda Drive, or if it was a shared easement.

Ms. Price stated that Lucinda Drive is a shared easement to serve the residents of Townsend Acres; that the easement information is stated on the survey; that she has parking signs; that she was instructed that she needed a light within a certain area, which was fine with her; that she has a lot of solar lighting around her property, however, she is willing to provide more; that she provided more photos to the Commission for additional outdoor spaces; that she has an area called “Pinky” where her guests use grills to cook, and at times will cook over top of an outdoor fire pit; that her Airbnb is dog friendly; that she has a lot of repeat & returning visitors; that she had made lifelong friends because of this business; that the business had really been a blessing; that she had been used to her kids bouncing balls around the yard, and a lot of energy; that now she gets lonely; that the Airbnb has been therapeutic for her, as well as, financially very helpful; that the Airbnb is part of her retirement plan and is very important to her; that there had been a lot said from guests regarding the care and

consideration she provides; that it is important to be steward of the earth, as we only have one; that she went through photos of backdrops and painted murals on the site; that when starting this process her friend had told her to just be herself, and that is what she did; that she presented to the Commission a photo of the smaller shed; that when guests visit with kids, they often prefer the smaller shed, referred to as the Surf Shack; that it was created with decorations from her boy's bedrooms and a lot of thrifted items; that she is very into recycling and repurposing; that she presented a photo of the interior of her "Grateful Shed" to the Commission; that from the outside, the smaller shed is located to the right and the larger shed to the left; that she submitted a petition from her neighbors; that the petition support reads, "*protect homeowners' rights to earn supplemental income from their property. Reasonable regulation, not prohibition, respects property ownership*"; that additionally, there was a letter of support submitted by her neighbor located directly adjacent to her; that it is a small community; that she has resided at the property for 27 years; that it has been a wonderful place to raise a family; that she is not requesting a rezoning, and that her only request is for some variance and a Conditional Use land permit.

Mr. Mears questioned whether there was a Homeowners Association (HOA) established for the community, if Ms. Price had a list of regulations that clients must agree to, and if so, whether the regulations include a "quiet time" at a certain time of the evening.

Ms. Price stated no, that there was no HOA established for the community; that she does not use the word "rules", but rather refers to them as "guidelines"; that before she accepts an inquiry, her guests must agree that they have thoroughly read the guidelines and willing to be compliant of them, and that her proposed quiet time begins at 10:00 pm and ends at 8:00 am.

Madam Chair Wingate questioned if staff had any further information regarding Lucinda Drive; that she read the letter submitted into the record; that she understood that what was stated may potentially be an opinion and not factual.

Mr. Robertson stated that he reviewed the survey; that the survey reflected the access; however, the survey did not contain the actual easement language for Lucinda Drive, and he requested that the Commission hold the record open to allow him to conduct further research on Lucinda Drive to ensure there are no issues or concerns.

Ms. Price stated that she would like to add that the particular neighbor (who submitted the letter of opposition with comments regarding Lucinda Drive) had been a menace in their community since she moved in; that the neighbor had called the police on her then 8 and 10 year old sons for playing within Lucinda Drive, during a snowstorm, throwing boogie boards, running around and being normal kids; that there was history between the two of them; that when she first began her business, all of her neighbors were aware of what was going on; that she had told them to come to her with any issues or concerns; that she stated her neighbors were her first priority, not the Airbnb guests; that if there was every a worry of guests driving too fast or being too loud, they should come to her; that she had not had issues, because she does not attract those kind of guests, and that it was not until the day before that she saw the submitted opposition.

Madam Chair Wingate stated that either way, everyone was entitled to their own opinion; that the Commission cannot take opinions into consideration, and that the Commission will ensure that the record is clear on the logistics of the roadway (of Lucinda Drive).

Ms. Price stated that when her former husband had a landscape business, he would access the driveway along Roxanna Road, and around the house, and down that back driveway, with his truck and trailer; that they have been using it (Lucinda Drive) since they moved into the house, and there had never been a complaint until recently.

Mr. Collins questioned whether Ms. Price would be willing, if required, to reroute the driveway to bring the driveway in from her main driveway, located off Roxana Road, being the state-maintained roadway.

Ms. Price stated that if it is deemed illegal for her to use Lucinda Drive, then she would; however, it was only because it was a thorn in the side of one neighbor, then she was unsure, and she was unsure if she understood the question.

Madam Chair Wingate stated that she believed Mr. Collins was questioning whether the rerouting of the driveway would be a possibility, if it was imposed as a requirement due to it being not legally acceptable for Lucinda Drive to be used, and if her business could still operate or would that requirement shut her business down.

Mr. Robertson stated that the issue is not opinions, as was stated; that Sussex County will research into what Lucinda Drive's easement states, because it is a private roadway, which may have imposed restrictions against commercial use, being only legally entitled to be used by the owners or occupants of the primary residences that are not rental units, and the Commission wants to ensure they are not placed in a position of approving something that is not in compliance with a potential private roadway agreement.

Ms. Price stated that she was trying to make it legal; that she heard Mr. Robertson make the statement regarding the drive being for primary residents and wanted to mention that the person who filed the opposition is not a primary resident, but a seasonal resident.

Madam Chair Wingate stated the resident may be seasonal, but she is the primary owner of the property.

Ms. Price stated that she found it ironic that her seasonal neighbor was complaining about her out-of-state visitors when she was one herself.

Mr. Robertson stated that this type of issue comes before the Commission all the time; that not necessarily complaints or even Airbnb's, but an issue where someone wants to essentially run a business use off a private road; that whenever this happens, the Commission always look at the easement, to ensure there are no legal restrictions or issues; that the Commission is not attempting to

single Ms. Price out, nor is the Commission providing extra weight to the neighbor in opposition, and it is research that they always perform whenever an application comes in involving a private lane.

Ms. Price stated that she understood and that she would make it work if she was required to do so.

The Commission found that there was no one present who wished to speak in support of or in opposition to the Application.

Upon there being no further questions, Madam Chair Wingate closed the public hearing.

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

In relation to C/U 2530 Whitney Price. Motion by Mr. Mears to defer action, leaving the record open to allow Counsel to perform research on the private lane of Lucinda Drive, and the DNREC approval letter, seconded by Mr. Collins and carried unanimously. Motion carried 3-0.

Minutes of the February 18, 2026, Planning & Zoning Commission Meeting

The Commission discussed the application which had been deferred since January 7, 2026.

Mr. Mears requested that Mr. Robertson read his prepared motion into the record.

Mr. Mears moved that the Commission recommend approval of Conditional Use No. 2530 for Whitney Price for two (2) seasonal bungalows based on the record made during the public hearing and for the following reasons:

1. This Application is for two (2) seasonal bungalows as short-term vacation rental units in addition to the Applicant's existing home on the property.
2. With the conditions and limitations included in this recommendation, it will not adversely affect neighboring properties.
3. With the use being limited to just two small seasonal bungalows, there will be no more than a very low impact upon traffic and area roadways.
4. The Applicant has stated that there is a need for this type of use and the bungalows provide a unique, affordable option for visitors to Sussex County and its beach areas.
5. This recommendation is subject to the following conditions:
 - A. There shall be no more than two (2) bungalow-style structures on this property in addition to the Applicant's existing home. This use shall be considered a "Tourist Home" under the Code, and neither structure shall have kitchen facilities.
 - B. It appears from the Preliminary Site Plan that a shed and one of the bungalows encroach onto the property's setbacks. These structures shall be relocated so that they are entirely outside of the setback areas. The location of the structures as relocated along with the bathroom facilities shall be shown on the Final Site Plan.
 - C. Prior to Final Site Plan approval, the Applicant shall provide confirmation from DNREC that the septic system in use on the property is sufficient for the home and two bungalows.

- D. Prior to Final Site Plan approval, the Applicant shall confirm with County Staff that the bungalows and bathroom facilities comply with all applicable building codes for these types of uses.
- E. There shall be at least one (1) on-site parking space designated for each bungalow in addition to the two spaces required for the existing home. These shall be shown on the Final Site Plan and clearly marked at the site itself.
- F. The bungalows and bathroom facilities shall be screened from the view of neighboring properties and roadways by a vegetative buffer. The location of this buffer shall be shown on the Final Site Plan.
- G. One small unlighted sign shall be permitted. It shall not exceed 8 square feet in size.
- H. The use shall only be permitted to occur between March 1 and November 1 of each year.
- I. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning and Zoning Commission. It must be submitted to the Office of Planning & Zoning within 4 months of Council's action on this Application to avoid further Code enforcement against the Applicant and the property.

Mr. Passwaters and Mr. Allen stated that they had both watched the public hearing broadcast, and had reviewed the record, and therefore were eligible to vote on the application.

Motion by Mr. Mears, seconded by Mr. Collins, and carried unanimously to recommend approval of C/U 2530 Whitney Price for the reasons and the conditions stated in the motion. Motion carried 3-2.

Vote by roll call: Mr. Mears – yea, Mr. Allen – yea, Mr. Collins – nay, Mr. Passwaters – yea, Madam Chair Wingate – nay

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

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

Mr. Collins voted nay, expressing concern regarding setting a precedence for a use that potentially could easily spread through the beach areas, and potentially may create more disruption than desired.

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

Madam Chair Wingate voted nay, for the reasons expressed by Mr. Collins; that while she supports small businesses, that there are a lot of current communities within Sussex County that do not have established Homeowners Associations (HOA's) to protect the residents who currently live there, and expressed her concern regarding the proposed use occurring in other locations in the future.

PLANNING & ZONING COMMISSION

HOLLY WINGATE, CHAIR
J. BRUCE MEARS, VICE-CHAIR
JEFF ALLEN
SCOTT COLLINS
JOHN PASSWATERS



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PLANNING & ZONING -

DIRECTOR

PLANNING AND ZONING AND COUNTY COUNCIL INFORMATION SHEET
Planning Commission Public Hearing Date: January 7, 2026

Application: C/U 2530 Whitney Price

Applicant: Whitney Price

Owner: Whitney Price

Site Location: The property is lying on the east side of Roxanna Road (Rt. 17) and the south side of Lucinda Drive, approximately 600 feet north of Burbage Road (S.C.R. 353)

Current Zoning: Agricultural Residential (AR-1)

Proposed Use: Multi-Family Bungalows (2 Units) for short-term, seasonal rental

Comprehensive Land Use Plan Reference: Coastal Area

Councilmanic District: District 4 – Mr. Doug Hudson

School District: Indian River School District

Fire District: (84) Millville Fire Company

Sewer: Proposed Holding Tank

Water: Private (Well)

Site Area: .88 acre (34,656 SF)

Tax Map ID.: 134-12.00-379.01



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Sussex County

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Memorandum

To: Sussex County Planning and Zoning Commission Members
From: Mr. Michael Lowrey, Planner IV
CC: Mr. Vince Robertson, Assistant County Attorney and Applicant
Date: December 11th, 2025
RE: Staff Analysis for C/U 2530 Whitney Price

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 2530 Whitney Price to be reviewed at January 7th, 2026, 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: 134-12.00-379.01

Proposal: The request is for a Conditional Use for Tax Parcel #134-12.00-379.01 to allow for “Seasonal Bungalows (2 Units) for The Purpose of Short-Term Rental” to be located on a Parcel lying on the east side of Roxanna Road (Rt. 17) and the south side of Lucinda Drive, approximately 600 feet north of Burbage Road (S.C.R. 353). The Parcel is comprised of a total of (0.88) acres (34,656 SF).

Zoning: The subject property is zoned Agricultural Residential (AR-1) District. The parcels adjacent and surrounding on the east side of Roxana Road are zoned Agricultural Residential (AR-1) with Parcels across Roxana Road to the west within the Agricultural Residential (AR-1 and AR-2) Zoning Districts. Approximately (500) feet to the south at the intersection of Roxana Road and Burbage Road parcels are within the General Commercial (C-1) District parcels or within the jurisdictional boundary of the Town of Millville.

Future Land Use Map Designation w/in Comprehensive Plan: Coastal 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 “Coastal Area”. Parcels immediately adjacent are also categorized as a growth area and a “Coastal Area” with the Parcels immediately across Roxana Road categorized as “Existing Development Area”. Approximately (500) feet to the south at the intersection of Roxana Road and Burbage Road parcels are within the “Commercial” and “Municipalities” categories in the Future Land Use Map.



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” (2018 Sussex County Comprehensive Plan, 4-15). Additionally, the Plan also notes that *Coastal Areas* “also has significant impact upon water quality within the adjacent bays and inlets as well as upon natural the region’s various habitats” (2018 Sussex County Comprehensive Plan, 4-15) Additionally the Plan notes challenges in the *Coastal Areas* relating to safeguarding “genuine natural areas and mitigating roadway congestion without stifling the tourism and real estate markets which: a) provide many jobs; b) create business for local entrepreneurs; and c) help keep local tax rates low” (2018 Sussex County Comprehensive Plan, 4-15).

In terms of non-residential development in Coastal Areas, the Plan provides the following guidance: “Retail and office uses are appropriate but larger shopping centers and office parks should be confined to selected locations with access along arterial roads. Appropriate mixed-use development should also be allowed. In doing so, careful mixtures of homes with light commercial, office and institutional uses can be appropriate to provide for convenient services and to allow people to work close to home” (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 lands.
- **Interconnectivity:** The Conditional Use Site plan includes vehicular ingress/egress from both Roxana Road (Route 17) and Lucinda Drive (Private Road).
- **Transportation Improvement District (TID): N/A**
- **Forested Areas:** Mature trees and shrubbery appear to exist along much of the perimeter of the Parcel’s boundaries.
- **Wetlands Buffers/Waterways: N/A**
- **Other Site Considerations (ie: Flood Zones, Tax Ditches, Groundwater Recharge Potential, etc.):** The property is located within Flood Zones “X”. A Tax Ditch & Tax Ditch ROW comprises the southern boundary of the Parcel forming the common

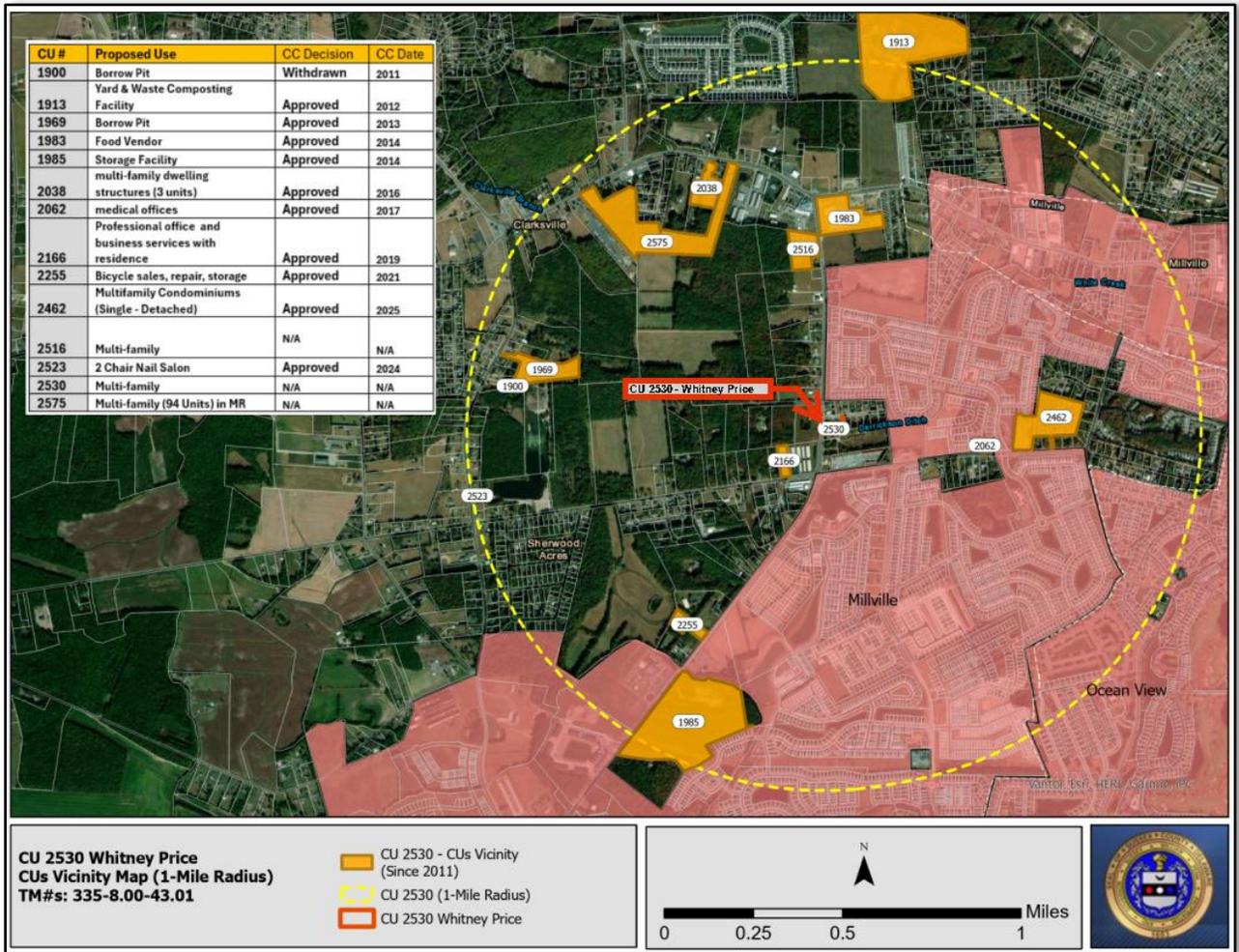
boundary with TM#134-12.00-1585.00. Staff note that the Parcel is classified as within areas of “Poor” and “Fair”, in terms of Groundwater Recharge Potential on the site, per data from the State of Delaware.

Based on the analysis provided, Conditional Use to allow for “Seasonal Bungalows (2 Units) for The Purpose of Short-Term Rental” could be considered as being consistent with the surrounding land use, zoning, and uses, subject to considerations of scale, impact, and the design for vehicular access.

Existing Conditional Uses within the Vicinity of the Subject Site: Staff have identified a history of fourteen (14) Conditional Use applications within a one (1) mile radius of the application site (Since 2011). 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 current or previous 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)						
CU Number	Application Name	Zoning District	Proposed Use	CC Decision	CC Decision Date	Ord. Number
1900	Doris D. Turner	AR-1	Borrow Pit	Withdrawn	6/2/2011	<Null>
1913	Jeremy W. Smith	AR-1	Composting Facility	Approved	2/7/2012	2236
1969	Melvin L. Joseph Construction Co.	AR-1	Borrow Pit	Approved	10/15/2013	2324
1983	Gerald W. & Emily W. Hocker	C-1	Food Vendor	Approved	5/20/2014	2349
1985	Eugenia Athan	AR-1/MR	Storage Facility	Approved	5/20/2014	2350
2038	Good Earth Market, LLC	CR-1	Multi-family (3 units)	Approved	4/5/2016	2440
2062	RDK & A Investments, LLC	AR-1	medical offices	Approved	2/14/2017	2481

2166	Deborah Townsend	AR-1	Professional office	Approved	4/30/2019	2651
2255	John Sommers	AR-1	Bicycle sales, repair, storage	Approved	9/14/2021	2798
2462	Gulf Stream Glen Cove, LLC)	AR-1	Multifamily	Approved	7/15/2025	4007
2516	Roxana Apartments, LLC	CR-1	Multifamily	Approved	12/9/2025	N/A
2523	Tayra Trinidad	AR-1	2 Chair Nail Salon	Approved	10/29/2024	3054
2530	Whitney Price	AR-1	Multifamily	N/A	N/A	N/A
2575	Ocean Sand Holdings	AR-1	Multifamily (94 Units)	N/A	N/A	N/A





State of Delaware, Maxar, Microsoft, Esri, HERE, Garmin, IPC

CU 2530 Whitney Price
Aerial Map
TM# 134-12.00-379.01

 **CU 2530 Whitney Price**

N

0 25 50 100 Feet



Roxana Road (DE 17)

Lucinda Drive



3.12.2025

Roxana Road (DE 17)



3.12.2025



3.12.2025



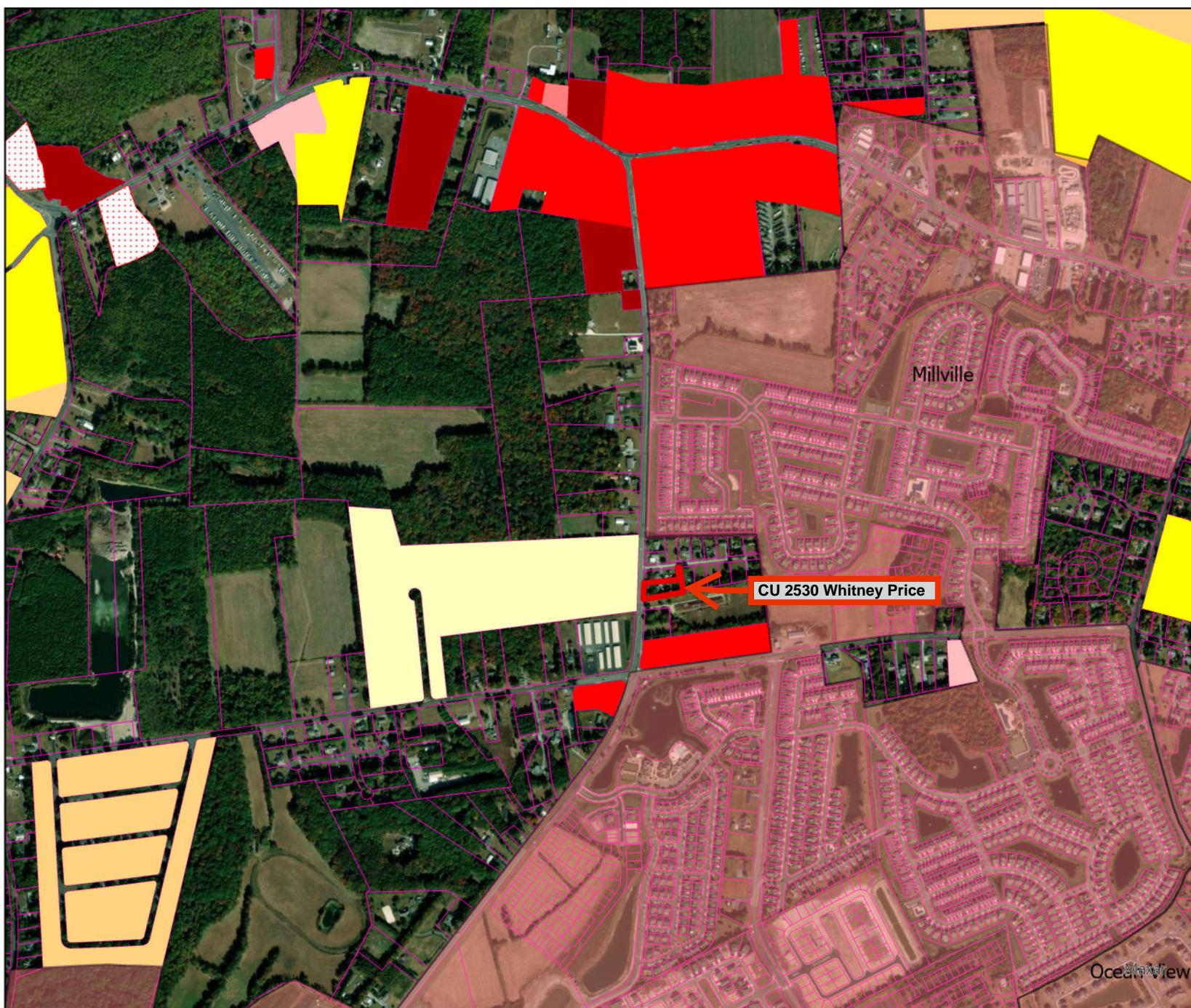
CU 2530 Whitney Price
Street Map
TM# 134-12.00-379.01

 **CU 2530 Whitney Price**

N

0 125 250 500 Feet



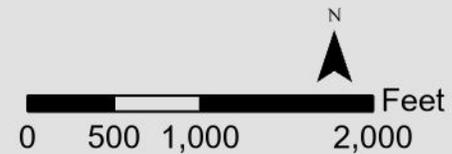


Zoning

-  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 2530 Whitney Price
Zoning Map
TM# 134-12.00-379.01**

 CU 2530 Whitney Price
 Municipal Boundaries



Introduced: 12/9/25

Council District 4: Mr. Hudson
Tax I.D. No.: 134-12.00-379.01
911 Address: 32293 Roxanna Road, Ocean View

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR SEASONAL BUNGALOWS (2 UNITS) FOR THE PURPOSE OF SHORT-TERM RENTAL TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 0.8 ACRE, MORE OR LESS

WHEREAS, on the 14th day of May 2024, a Conditional Use application, denominated Conditional Use No. 2530, was filed on behalf of Whitney Price; and

WHEREAS, on the ____ day of _____ 2026, 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. 2530 be _____; and

WHEREAS, on the ____ day of _____ 2026, 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. 2530 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 side of Roxanna Road (Rt. 17) and the south side of Lucinda Drive, approximately 600 feet north of Burbage Road (S.C.R. 353) and being more particularly described in the attached legal description prepared by Parsons & Robinson, P.A. said parcel containing 0.8 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.



Memorandum

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

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

CC: Everett Moore, County Attorney

Date: February 18, 2026

RE: County Council Report for C/Z 2033 filed on behalf of Springpoint at Lewes, Inc.

The Planning and Zoning Department received an application (C/Z 2033 filed on behalf of Springpoint at Lewes, Inc.) for a Change of Zone from a Medium Density Residential – Residential Planned Community District to a Medium Density Residential – Residential Planned Community District to amend the conditions of approval for Change of Zone No. 1528 and Change of Zone No. 1753 at Tax Parcel 335-8.00-43.01. The property is lying on the northerly and northwesterly right-of-way line of Gills Neck Road (S.C.R. 267) and approximately 0.20-mile east of Kings Highway (Route 9).. The parcel size is 37.97 ac. +/-

The Planning & Zoning Commission held a Public Hearing on the application on December 10, 2025. At the meeting of January 21, 2026, the Planning & Zoning Commission recommended approval of the application for the 11 reasons of approval and subject to the 7 recommended conditions of approval as outlined within the motion (copied below).

The County Council held a Public Hearing on the application at its meeting on February 10, 2026. At the conclusion of the meeting, action on the application was deferred, leaving the record open for five business days for the applicant to submit additional information. Additional materials and exhibits were received from the Applicant on February 17, 2026. Below is a link to the minutes of the County Council meeting of February 10, 2026.

[Link to the Minutes of the February 10, 2026 County Council Meeting](#)

Below are the minutes from the Planning & Zoning Commission meeting on December 10, 2025, and January 21, 2026.



Minutes of the December 10, 2025, Planning & Zoning Commission Meeting

C/Z 2033 Springpoint at Lewes, Inc. c/o Garrett T. Midgett

AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN MR-RPC MEDIUM DENSITY RESIDENTIAL - RESIDENTIAL PLANNED COMMUNITY DISTRICT TO AN MR-RPC MEDIUM DENSITY RESIDENTIAL - RESIDENTIAL PLANNED COMMUNITY DISTRICT AND TO AMEND CONDITIONS OF APPROVAL FOR C/Z 1528 (ORDINANCE NO. 1679) AND FOR C/Z 1753 (ORDINANCE NO. 2361) FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 37.97 ACRES, MORE OR LESS. The property is and lying on the northerly and northwesterly right-of-way line of Gills Neck Road (S.C.R. 267) and approximately 0.20-mile east of Kings Highway (Route 9). 911 Address: N/A. Tax Map Parcel: 335-8.00-43.01.

Mr. Whitehouse advised the Commission that submitted into the record were the Applicant's Exhibits, the Applicant's Master Plan & Revised Master Plan, the Preliminary Site Plan, the Staff Analysis Report, a letter received from the Sussex County Engineering Department's Utility Planning Division, and the DeDOT Service Level Evaluation Response letter. Mr. Whitehouse advised the Commission that three public comment letters had been received and were included within the paperless packet.

The Commission found that Ms. Mackenzie Peet, Esq. with Saul Ewing, LLP, spoke on behalf of the Applicant, Springpoint at Lewes, Inc.; that also present were Mr. Garrett Midgett, Senior Vice President, Treasurer and Chief Financial Officer of Springpoint at Lewes Inc., Mr. Michael Locurcio, Corporate Director of Project Planning & Facilities Management, Mr. James (Jimmy) Tavormina, Vice President of Operations, and Mr. Steven Fortunato, P.E. with Bohler. Ms. Peet stated that the Applicant proposes an amendment to the Comprehensive Zoning Map of Sussex County, Delaware, for the property located on the northern side of Gills Neck Road, the southern side of East Cadbury Circle, and east of Kings Highway; that property is identified as Tax Map Parcel No. 335-8.00-43.01; that specifically, the Applicant seeks to change the designation from an MR-RPC (Medium Density Residential – Residential Planned Community) to an MR-RPC (Medium Density Residential – Residential Planned Community), with the objective of increasing the total number of units to 273 for a net gain of 56 units, adding new amenities, expanding the community center, and permitting the total number of units within the healthcare center as 85 units; that there is a discrepancy in some of the land use history, which she would later discuss, relating to the number of units located within the healthcare center; that additionally, in connection with the request, the Applicant's proposing amendments to the Conditions of Approval for C/Z 1528, which was approved under Ordinance No. 1679 and C/Z 1753, which was approved under Ordinance No. 2361; that the need for improvements and facilities is evident; that the demand for senior living and care facilities in the County is on the rise, which is driven by demographic trends and the increasing need for specialized care options for an aging population; that several key indicators illustrate the growing demand in the area, and specifically at The Moorings at Lewes; that an example of this is that prospective residents currently wait 12 to 18 months for units, and currently there are 61 households that are waitlisted for existing apartments, and 24 households waitlisted for new cottages and/or apartment; that the Applicant submitted their application materials 10 days in advance of the hearing; that the application was filed

last year in 2024; that the submitted Exhibit Booklet included 20 exhibits; that the much of the land has currently been developed; that previously the property had existed within the AR-1 (Agricultural Residential) Zoning District, in relation to the two prior MR-RPC approval requests; that historically, the lands had been agricultural lands; that as part of the approval of C/Z 1528, there was a MR-RPC approval for a total of 95.2 acres, with Parcel A, for the retirement community, which was previously known as Cadbury; that the retirement community is now referred to as The Moorings at Lewes; that Parcel B was approved for a residential development, now known as Breakwater; that the prior Ordinances were included within the submitted record; that on April 5, 2014, the Sussex County Council approved C/Z 1753 by the adoption of Ordinance No. 2361, which expanded Cadbury at Lewes by five acres, to allow for an additional 32 units, bringing the total number of units to 215; that currently there are 217 units, being two units in excess of what was actually permitted; that when Springpoint acquired Cadbury at Lewes, they inherited one additional unit in the healthcare center; that there was one unit thereafter, which was split in two, as the existing resident wanted a smaller accommodation; that there are currently two units in excess of the 215 number; that ultimately, if the application were approved, the number of excess units would be part of the requested approval; that The Moorings at Lewes, previously known as Cadbury at Lewes, is a life plan community in Sussex County, located near the City of Lewes; that it is a continuing care retirement community (known as CCRC), which offers independent living, assisted living, memory care, skilled nursing, and rehabilitation services; that The Moorings at Lewes is owned and operated by the Applicant; that surrounding uses include area such as Henlopen Gardens, The Lodge, which was recently approved for senior living, Showfield, Jefferson Apartments, Hawkseye, Mitchell's Corner, Governors, and Senators, which are all residential; that there are nearby commercial uses consisting of Lane Builders, Big Oyster Brewery, and across the street from Cape Henlopen High School; that the project consists of approximately 37.97 acres; that the site is zoned MR (Medium Density Residential) with an RPC (Residential Planned Community) overlay; that surrounding properties are zoned similarly, being AR-1 (Agricultural Residential), CR-1 (Commercial Residential), C-1 (General Commercial), C-2 (Medium Commercial), C-3 (Heavy Commercial) and B-1 (Neighborhood Business); that the site is located within the Coastal Area according to the Future Land Use Map; that the Coastal Area is a designated Growth Area; that the site is located within Investment Level 1, and therefore the development is considered consistent with the State Strategies for State Policies and Spending Map; that water is currently provided by Tidewater; that sanitary sewer is currently provided by Sussex County; that electric is provided by Delaware Electric Cooperative; that DelDOT reviewed and completed their Service Level Evaluation, which confirmed the traffic impact of the proposed 56 unit increase, as having a negligible impact, and therefore no TIS (Traffic Impact Study) was required; that the existing entrance and right of way improvements along Gills Neck Road will continue to serve the community; that there is a requirement for a new left turn lane with a shared use path as well; that the project is not located within a Wellhead Protection Area; that there are no wetlands or resources located on the site; that overall, the total increase would be for 273 units; that four single cottages would be removed; that two duplexes, consisting of four units would be removed; that 21 single unit cottages are proposed, as well as 43 apartment units; that the proposed additional units would result in a net increase of 56 units; that the revised total would be 40 duplex units, 21 single cottage units, and 127 multi-family units, along with the 85 healthcare center rooms; that there is no phasing planned for the project, however, there are some residents required to be relocated; that some of those residents were present for the current hearing; that a total of eight families are required to be relocated; that six of

the eight families had their relocation finalized and accommodations have been set up; that ongoing discussions continue with the other two families, regarding where they will be relocated, if at all within the community; that her client is currently working through that issue; that one of the cottages will specifically be started first to accommodate a relocation of an existing resident to that space; that the intent is for her client to start with cottage construction in the back of the community, and then continue simultaneously, with the rest of the development being the cottages, apartments units and other amenity improvements; that proposed amenities will include pickleball courts, bocci courts, dog park, and pool area; that regarding the healthcare center, there is not an increase in bed capacity, but there will be an improvement to the assisted living dining room, activity room, along with a skilled therapy gymnasium; that existing stormwater infrastructure will continue to serve the community, however, there is a required improvement for an infiltration basin; that otherwise, the existing infrastructure will serve the community; that Ms. Peet provided a sample presentation and renderings, which had previously been provided to the current residents; that the purpose of the MR (Medium Density Residential) District is to provide for medium density residential development, in areas that are or are expected to become generally urban in character, where sanitary sewer and public water supplies will be available at the time of construction; that the application is consistent with the stated purpose; that the proposed density complies with the underlying MR (Medium Density Residential) density; that the RPC (Residential Planned Community) District overlay, encourages large scale developments to create a superior living environment through unified development, while protecting existing and future developments, while achieving the goals of the Comprehensive Plan; that the application is consistent with that stated purpose; that the development is located within the Coastal Area on the Future Land Use Map, which is designed as a Growth Area; that the Comprehensive Plan states that the Coastal Area can accommodate development, provided special environmental concerns are addressed; that a range of housing types should be permitted, including single-family homes, townhomes, and multi-family units; that retail and office uses are also considered appropriate, but larger shopping centers should be located with access on arterial roads; that appropriate mixed-use development should be allowed; that medium and higher densities of four to 12 units per acre can be suitable at locations with central water and sewer, when located near employment centers, when in character with the area, and located along main roads; that both central public water and sewer are provided to the site, currently serving, and will continue to serve the community; that the location is in an area with more urban than rural characteristics, surrounded by numerous existing residential developments; that Mitchell's Corner is located adjacent to the site, and currently under construction; that small and large businesses and public uses are located within close proximity to site; that the property is located in close proximity to Beebe Hospital, and other medical services; that the site fronts along Gills Neck Road, and is near Kings Highway, being within close proximity to Route 1, Five Points, and the City of Lewes; that for these reasons, the proposed amendments to the MR-RPC meet the purpose of the Zoning Ordinance, and the Comprehensive Plan by promoting the orderly growth of the County, in an appropriate location; that the Applicant met and complies with the PLUS requirements, the Staff Review Response requirements, the Chapter 99-9C requirements, as well as the Coastal Area Environmental Assessment and Public Facilities (EAPFR); that the report was included within the presentation packet; that the Applicant also proposed Conditions of Approval and Findings of Fact, which can be found within the submitted exhibit book; that the Applicant is primarily looking to increase the number of units to 273, which is reflected on the submitted Site Plan, consisting of 21 single-family detached dwellings, 20 single-family attached duplexes, 127 multi-family apartment

units, and 85 healthcare center rooms; that they proposed updated construction site work and delivery hours, to become more consistent with what Sussex County would require currently; that there is currently a requirement for a 30 foot buffer to run between the site and the Breakwater development; that the Applicant seeks to reduce the buffer to 20 feet, regarding two separate locations specifically; that with respect to the buffer between the site and Mitchell's Corner, the buffer had been set at 30 feet; that this was when Mitchell's Corner existed as an agricultural parcel, and also at the time it was within agricultural preservation; that the Applicant is seeing to reduce the buffer to 20 feet, which would be consistent with the current Mitchell's Corner buffer of 20 feet; that a nearby resident, Mr. Joseph Pika, submitted a letter requesting additional screening; that after discussions with her client, they are proposing the reduced buffer from 30 feet to 20 feet, but also a single row of evergreens, to provide additional screening; that the proposal was not included within the drafted conditions, but is something the Applicant is willing to agree to and something they would reflected on the updated plan before County Council; that she was aware that Mr. Paul Enterline, Esq. was present on behalf of the owners of Cottage No. 31; that she wanted to be transparent about the fact that the announcement of the redevelopment plans did not align with the Applicant's intentions; that they genuinely meant to inform residents about the plans, before filing their PLUS application; that her client did not receive good advice about the public nature of the PLUS comments; that her Applicant filed the PLUS comments, in an attempt to gain information about what issues may exist, before formally filing an application; that ultimately, the information was publicized, which led to an article in the Cape Gazette, which unfortunately, became the method the residents first became informed; that recognizing his missteps, the Applicant promptly organized a meeting with the community, and has since prioritized transparency and public engagement; that it is worth mentioning, in 2022, there were surveys and general discussions with residents about what might be of interest to residents, regarding improving the common area spaces, but not specific to the units; that the Applicant has made substantial efforts to include all residents in the process; that an official announcement was made following the Cape Gazette article, with initial notifications sent to residents about plans for expansion; that the initial meeting was January 2024; that four town hall meetings have been held since, with the most recent meeting being held in April 2025; that meetings were attended by either the Director of Development Services, the Vice President of Operations or the Chief Financial Officer for Springpoint at Lewes, Inc.; that informative materials, including Q&A materials have been shared in-person and electronically, with residents and a dedicated website had been established as well; that additionally, there is an ad hoc committee of residents that meet more regularly regarding specifics to the discussion of renovation and expansion, which Mr. Michael Locurrccio, Corporate Director of Project Planning & Facilities Management, actively attends and participates in those meetings; that these initiatives reflect the Applicant's commitment to open communication and collaboration throughout the process; that she had spoken Mr. Paul Enterline, Esq., who represents the owners of Cottage No. 31, regarding the his client's concerns; that she was hopeful that they could come up with a constructive resolution, and they had 87 individuals, including residents and staff of The Moorings, who have signed a petition in support, which was submitted and included within the record

Madam Chair Wingate questioned how the number of units was increased with the number of building permits, and how the unit was simply split.

Ms. Peet stated that they split internally, that they caught the issue as part of the current application's review, and would need to be corrected.

Mr. Robertson stated he questioned if, when the unit was split, a building permit was pulled, since it was performed internally; that if the application were to get approved, it would remedy the issue; however, if the application were denied, the number of units would be required to return to 215 units.

Mr. Collins stated that despite the letter from DelDOT, there is always concern regarding traffic when adding residential units, even in an area that is within a Developing Area, and expected to grow, especially as folks struggle to see DelDOT complete projects which have long been anticipated; that he questioned if there was any phasing that could be introduced in the plan, to require some part of the plan to be contingent on DelDOT completing some of the work they are expected to complete in the area.

Ms. Peet stated that phasing was not a topic they had explored or considered, as the application only proposes an addition of 56 units; that they would certainly consider the idea, and try to work through with discussions with their traffic engineer, who was not currently present, but to answer the question directly, no, it had not been considered.

Madam Chair Wingate stated she was unsure how phasing would work with the placement of multi-family; that she questioned if the Applicant was still continuing to work with the two residents that had not been relocated, if the developer's plan was to place the residents into newer places, or the places they had agreed to move to as first priority, while attempting to accommodate the residents according to their needs.

Ms. Peet stated that four of the eight residents had already been relocated.

The Commission found that Mr. Garrett Midgett, Chief Financial Officer, spoke on behalf of the application. Mr. Garrett stated that of the eight individuals or families, four of them had already been relocated into places that they had selected; that they had moved them recently; that they have another family moving this week, and another moving in January 2026, resulting in six of the eight currently being relocated; that they are in current discussions with another family, who have picked a relocation area in the cul-de-sac area, but they had not signed the agreement; that there was an additional family who they have been in conversations with, however, they are not as far along as they would like to be; that he is doing his best to accommodate them and their needs; that he had spoke to the family two years ago when the Cape Gazette article first came out; that it was it was his fault for not realizing that the information coming out was regarding upgrades to the campus, but not specifically to the cottage units required to be removed in order to build the new apartment buildings; that this was very unfortunate; that they have been moving along with all the residents; that they have provided them with paid costs of moving, provided upgrades to the apartments they are relocating to; that the residents were told that they would get similar accommodation or better than what they have now, and they have stood by that statement; that the idea is to build those new cottages; that they would start at the cul-de-sac first, build it, and then they could relocate the residents, then move over to the

apartment buildings, then the common space, and then continue the build out of the cottages from there.

Mr. Allen questioned whether the units were resident-owned or rentals.

Mr. Midgett stated that they are renters, and they have a Resident of Care Agreement, but they pay a monthly service fee and an entrance fee.

Ms. Peet stated for clarification that the units are not governed by Landlord Tenant Codes specifically.

Mr. Robertson requested clarification regarding the proposed row of trees, and stated that if the Application were approved, the proposed Evergreen trees would need to be shown on a Landscape Plan.

Ms. Peet stated they are proposing Evergreen trees, specifically something that could provide screening; that they would gather more information regarding that proposal between the current hearing and the future public hearing before the County Council, and the proposed row of Evergreen trees would be reflected on an updated Site Plan.

Mr. Robertson stated that the Commission had previously dealt with pickleball courts with previous applications; that he anticipated the proposed pickleball courts being an issue in the future, as their proposed location is located adjacent to the Breakwater development; that he suspected that the noise could become an issue operationally for the Applicant's group, which would lead to complaints to Sussex County; that he fully supported recreational amenities; that the amenities proposed appeared appropriate for the proposed development, and questioned if any thought had been given to the placement of the amenities elsewhere, possibly closer to Gills Neck Road.

Ms. Peet stated that she and the Applicant would look into Mr. Robertson's suggestion before their public hearing before the County Council.

Mr. Midgett stated that they had previous conversations regarding pickleball courts that offer a different ball type and a quieter paddle.

The Commission found that one person was present to speak in support of the application, one person was present in opposition, and one person was present to provide a neutral comment to the application.

Mr. Donald Smith, resident of The Moorings, spoke in support of the application. Mr. Smith stated that he currently served on The Moorings ad hoc expansion committee; that he understood the need to keep up with competition within the marketplace, and he supported the expansion and the proposed use of the greenspace, and he felt Mr. Michael Locurcio for being very transparent with the residents, while working with them on things that they wanted to see within The Moorings.

The Commission found that Mr. Paul Enterline, Esq. spoke in opposition to the application, on behalf of the occupants of Cottage No. 31. Mr. Enterline stated Cottage No. 31 is one of the cottages proposed to be demolished, requiring the residents to be relocated; that the proposal had been exceptionally stressful for his clients, as they are 90 and 85 years old; that his clients were concerned about an incremental approach in an attempt to not be completely transparent; that his clients have concern about a corporate culture or style that may be manifesting; that his clients felt they were victims of a bait and switch, as what was advertised is now being changed; that the agreement his clients signed does not mention any provision for destroying the unit; that his clients had concerns regarding the increase in density which would impact roads, infrastructure and the environment; that when increasing the elder population, there needs to be an increase in the population who can service their needs; that his clients did not feel that the public notice provided by Sussex County was transparent; that there was a letter, written by the Planning & Zoning staff, dated October 30, 2024, which specified exactly what was proposed, however, the legal notices sent out to the public did not contain that level of detail, and requested that the Commission take into consideration his clients concerns.

Mr. Whitehouse advised the Commission that the application was noticed in accordance with the Delaware Code; that there is no duty on the staff to provide the public with physical copies of text and maps, which would create a very large bundle to provide to every member of the public; that rather, staff send a postcard detailing the hearing dates, times, and location, as well as the short title, as introduced by the Sussex County Council, along with very specific words, text and maps relating to the application; that the large property posting sign contained this information, along with an aerial map, and a QR Code to provide direct access to the application's online website, containing all application documents, and that staff do not provide all application documents by mail as part of the noticing process, as the public is required to make their own inquires beyond that.

Mr. Enterline stated that the staff letter, dated October 30, 2024, contains a brief description of what was being proposed, and he asked why that description could not be included within the public notice documents.

Ms. Peet stated that she believed Mr. Enterline was referring to the Staff Review Letter prepared on October 30, 2024.

Mr. Whitehouse stated that the technical review document, known as the Staff Analysis or Staff Review Letter, lives within the application file and does not go out to residents; that the analysis is not a legal notice; that academically, the Planning staff could place that level of detail into a notice, however that level of detail is not provided within any jurisdiction in Delaware, and had not been provided within Sussex County's jurisdiction in the past; that the requested level of detail to be placed within a legal advertisement would create an advertisement that is colossal in terms of the number of words and letters within the advertisement, and therefore it is not Sussex County's standard practice.

Mr. Mears questioned Mr. Robertson if how a corporation operates or how a corporation staffs its facilities would be relevant to the current application.

Mr. Robertson stated no, but stated that he wanted to acknowledge the importance of it to the members of the public, as well as the Commission; that essentially, it is not relevant to the application in the terms of land use; that the Commission may only consider what is appropriate for land use in terms of property, compliance with the Zoning Code, while protecting the adjacent properties around the subject parcel; that the Commission is not permitted to engage in contractual disputes or negotiations either; that he did appreciate that the topic is an important consideration of the folks in the audience; that he hoped that the Applicant and the residents of The Moorings would be able to work something out, separate and apart from what the Commission must decide on from a land use perspective.

The Commission found that Ms. Vicki Littell, resident of Cottage No. 42 within The Moorings, provided a neutral comment on the application. Ms. Littell stated she had more of a clarification statement; that Mr. Midgett had previously stated that she was to be relocated to the cul-de-sac, however, that is not the location they had planned to relocate to, and she questioned the number of cottages, as there are 21 proposed new cottages, along with 40 existing cottages.

Mr. Midgett stated that the cul-de-sac location was his impression and understanding, and he apologized for any misunderstanding.

Upon there being no further questions, Madam Chair Wingate closed the public hearing.

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

In relation to C/Z 2033 Springpoint at Lewes, Inc. c/o Garrett T. Midgett. Motion by Mr. Collins to defer action for further consideration, seconded by Mr. Passwaters, and carried unanimously. Motion carried 5-0.

Minutes of the January 21, 2026, Planning & Zoning Commission Meeting

The Commission discussed the application, which had been deferred since December 10, 2025.

Mr. Collins stated for the record that his motion, and the action taken on it is a land use decision and has no impact on any ongoing litigation between the Applicant and any other party.

Mr. Robertson stated that the Commission heard a lot of testimony from concerned residents of Springpoint; that depending on Mr. Collins' motion, and how the Commission votes, he did not want anyone to think that the Commission did not take their concerns seriously; that the Commission has certain guardrails of which they are required to stay within regarding what is relevant under the Sussex County Zoning Code; that although the proposal may be important to the residents, who may or may not have an issue with the operator of the facility, it is considered a separate issue from what the Commission is in charge of reviewing.

Mr. Collins moved that the Commission recommend approval of C/Z 2033 for Springpoint at Lewes, Inc. amend conditions of approval for C/Z 1528 (Ordinance No. 1679) and C/Z 1753 (Ordinance No. 2361) based upon the record made during the public hearing and for the following reasons:

1. This is an application seeking to amend an existing MR-RPC Medium Density Residential Planned Community known as The Moorings at Lewes and formerly known as Cadbury at Lewes to increase the number of units to 273, add amenities, and expand the healthcare center and community center. This is an amendment to the conditions of approval imposed by C/Z 1528 (Ordinance No. 1679) and for C/Z 1753 (Ordinance No. 2361).
2. The site is bounded by Gills Neck Road to the South and East, the Breakwater Subdivision to the North, and Mitchell's Corner to the West. Nearby developments include Bay Breeze Estates, Showfield, Senators, Hawkseye, and Governors. A similar project known as the Lodge at Lewes is located across Kings Highway, along with the Cape Henlopen High School. There are also several commercial uses, including medical offices, contractors' offices, retail, and restaurants in the immediate vicinity. This expansion of the existing MR-RPC is appropriate in this location.
3. On April 6, 2004, Ordinance No. 1679 (C/Z 1528) permitted 48 single and duplex units, 84 apartment units, and an 80-unit Healthcare Center, totaling 212 units. The residential portion was approved for 80 single-family lots and 105 townhome and duplex units. On April 5, 2014, Ordinance No. 2361 expanded the Cadbury at Lewes project by five (5) acres to permit an additional 32 units, bringing the approved total to 215 units. This is a reasonable, limited expansion of this existing MR-RPC.
4. The purpose of the MR Zoning District and RPC overlay is satisfied by this expansion of the development because both central public water and sewer are provided; the area is more urban than rural character with numerous existing residential developments surrounding the site; there are a variety of small and large business, commercial and public uses nearby; and it is in close proximity to Beebe Hospital and other medical services.
5. The development is located within "Coastal Area" on the Future Land Use Map of the Comprehensive Plan. The "Coastal Area" is a designated Growth Area that permits development such as this.
6. DelDOT has determined that the traffic impact of this limited expansion will be "negligible." The existing entrance and roadway improvements along Gills Neck Road will continue to serve the community. In addition, DelDOT is requiring a new left-turn lane at the existing entrance and a shared-use path to be installed.
7. There are no wetlands on the Property, and the site does not lie within a wellhead protection area.
8. The MR-RPC will continue to have active and passive open space areas. The proposed Open Space accounts for 56% of the Property.
9. There will be a landscape buffer of at least 20 feet in width established between the Site and Sussex County Tax Parcel Numbers: 335-8.00-37.00 and 335-8.00-322.00 through 325.00. The proposed 20-foot buffer aligns with the buffer distance already established between Mitchell's Corner and the Site.
10. The Applicant, through its engineers, submitted its Coastal Area Environmental Assessment and Public Facilities Evaluation Report in accordance with Section 115-194.3 of the Code, in support of the Application.
11. With the recommended conditions of approval, there will be no adverse impact on the neighborhood or neighboring property values. The expansion is consistent with the character and trend of development in the immediate area.

12. This recommendation is subject to the following conditions:

- A. With the exception of the following, the conditions imposed by Ordinance No. 1679 and Ordinance No. 2361 shall apply to this approval and remain in full force and effect.
- B. The maximum number of units in the MR-RPC shall not exceed 274 units as shown on the Applicant's site plan, and consisting of:
 - i. 21 Single Family Detached Dwelling Units
 - ii. 20 Single Family Attached Dwelling Duplexes (40 units)
 - iii. 130 Multi-Family Apartment Units
 - iv. 83 Healthcare Center Rooms
- C. Construction, site work, and deliveries shall only occur on the site between the hours of 7:00 a.m. through 6:00 p.m., Monday through Friday, and 7:00 a.m. through 2:00 p.m. on Saturdays. No Sunday hours are permitted. A 24-inch by 36-inch "NOTICE" sign confirming these hours in English and Spanish shall be prominently displayed at the site entrance during construction.
- D. There shall be a vegetated or forested buffer that is at least 20 feet wide installed between the Site and Sussex County Tax Parcel Nos. 335-8.00-37.00 and 335-8.00-322.00 through 325.00 as more fully shown on the Preliminary Site Plan. As proffered during the public hearing, the buffer area adjacent to Parcels 322.00 through 325.00 shall include an additional row of evergreen plantings to screen the view of the MR-RPC from these neighboring properties. The Final Site Plan shall include a Landscape Plan depicting all landscaping to be provided or preserved in the buffer areas. The Landscape Plan shall also identify all "Limits of Disturbance."
- E. There are pickleball courts shown along Gills Neck Road at the eastern corner of this site, adjacent to the development known as Breakwater. These pickleball courts shall either be relocated to a more centralized location or eliminated from the site plan.
- F. A Revised Master Plan, either depicting or noting these conditions, must be submitted to the Office of Planning & Zoning. This Master Plan shall include the entire Springpoint at Lewes MR-RPC.
- G. The Master Plan shall be subject to the review and approval of the Planning & Zoning Commission.

Motion by Mr. Collins, seconded by Mr. Mears, and carried unanimously to recommend approval of C/Z 2033 Springpoint at Lewes, Inc. c/o Garrett T. Midgett, for the reasons and the conditions stated in the motion. Motion carried 4-0.

Vote by roll call: Mr. Allen – yea, Mr. Mears – yea, Mr. Collins – yea, Madam Chair Wingate – yea

Introduced: 11/18/25

Council District 3: Ms. Gruenebaum
Tax I.D. No.: 335-8.00-43.01
911 Address: N/A

ORDINANCE NO. ____

AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN MR-RPC MEDIUM DENSITY RESIDENTIAL - RESIDENTIAL PLANNED COMMUNITY DISTRICT TO AN MR-RPC MEDIUM DENSITY RESIDENTIAL - RESIDENTIAL PLANNED COMMUNITY DISTRICT AND TO AMEND CONDITIONS OF APPROVAL FOR C/Z 1528 (ORDINANCE NO. 1679) AND FOR C/Z 1753 (ORDINANCE NO. 2361) FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 37.97 ACRES, MORE OR LESS

WHEREAS, on the 16th Day of July, a zoning application, denominated Change of Zone No. 2033 was filed on behalf of Springpoint at Lewes, Inc. c/o Garrett T. Midgett; 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 Change of Zone No. 2033 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 has determined, based on the findings of facts, that said change of zone 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,

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article II, Subsection 115-7, Code of Sussex County, be amended by deleting from the Comprehensive Zoning Map of Sussex County the zoning classification of [Medium Density Residential – Residential Planned Community District] and adding in lieu thereof the designation Medium Density Residential – Residential Planned Community District 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 northerly and northwesterly right-of-way line of Gills Neck Road (S.C.R. 267) and approximately 0.20-mile east of Kings Highway (Route 9) and being more particularly described in the attached legal description provided by Bohler Engineering, said parcel containing 37.97 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.

ENGINEERING DEPARTMENT

MIKE HARMER, P.E.
SUSSEX COUNTY ENGINEER

(302) 855-7370 T

(302) 854-5391 F

mike.harmer@sussexcountyde.gov



Sussex County

DELAWARE
sussexcountyde.gov

Memorandum

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

FROM: Hans Medlarz, P.E., Manager of Special Projects
Vince Robertson, ESQ., County Attorney

RE: *Ordinance No. 25-02 to amend Chapter 90, §§90-3, 90-6 and to add §§90-8 and 90-9 as well as other related Code sections*

DATE: February 24, 2026

The Delmarva Region has been experiencing more frequent storms exceeding not only the Resource Protection Event (commonly referred to as 2-Year Storm) but also the Conveyance Event (commonly referred to as 10-Year Storm) both defined in 7 Del. Admin. C. §5105. One such storm in early 2025 with a 50-Year intensity resulted in well documented failures of the sediment and erosion control measures designed in accord with the aforementioned state regulations as well as in increased flooding of adjoining properties.

County Council first heard a presentation by Sussex Conservation District staff on March 25, 2025, prompting Council to request a subsequent presentation and discussion related to current sediment control and stormwater management regulations. The County Administrator, supported by the County Attorney and Engineering Department staff provided the requested update on April 8, 2025. The consensus of Council at that time was to have staff look further into the issue and present possible approaches for improved storm resiliency in general and the sediment and erosion control aspects in particular.

Council was briefed on a broad range of possible regulatory revisions on July 15th and the same presentation was given at the Sussex Conservation District Board Meeting on July 25th. Based mainly on individual County Council member feedback but also from professionals in the field, a reduced more focused scope was presented on August 19, 2025. At the conclusion of that meeting Council's consensus was to authorize staff to proceed drafting an initial ordinance strengthening technical aspects of County Code Chapter 90 but hold off on including any enforcement components beyond the already codified cooperation with the Conservation District under § 90-6 Suspension or revocation of permit.



The ordinance envisions improvements the sediment and erosion control design requirements by introducing science-based protection measures for non-erosive conveyance of surface water runoff during project construction and post development as well as inclusion of site specific topography aspects in the Zone B Resource Buffer layout and the selection of the best suited stormwater management practice.

On October 21, 2025, the County Council introduced an ordinance to consider potential amendments to multiple sections of the Code of Sussex County relating to sediment releases, sediment control, and stormwater management. The Planning & Zoning Commission held a Public Hearing on the ordinance at the meeting on November 19, 2025. At the conclusion of the public hearing, action on the ordinance was deferred until December 5, 2025, leaving the record open for receipt of additional written comments from the Sussex Conservation District.

On December 10, 2025, after receiving comments from the Sussex conservation District on the day before, the Planning & Zoning Commission unanimously recommended approval of the ordinance amending Chapter 90 and portions of Chapters 99 and 115 regarding sediment control and stormwater management, for the reasons and the proposed revisions stated in the motion. Additionally, the Commission encouraged continued cooperation with the Sussex Conservation District to fine tune the ordinance.

The main points of the February 9, 2026, comment list submitted by the Sussex Conservation District were addressed as follows:

- Section 2-- §90-6 “Suspension or revocation of permit” Modified language was incorporated for context while maintaining original intent.
- Section 3-- § 90-8 “Sediment capture recommendations”; SCD and County staff agreed on language to make the sediment capture a recommendation for the District’s consideration in their approval process.
- Section 4-- SCD and County staff agreed to remove this section.
- Section 5-- § 90-9 “Limit of disturbance restrictions”
Modified language was incorporated for additional clarity regarding Del Code in subsection A. SCD concurred with the County’s proposed changes regarding the Limit of Disturbance reference Table I in subsection B. In subsection C, SCD and County agreed on modifying language suggested by DNREC requiring more restrictive limits of disturbance under the County’s bulk grading plan approval.
- Section 15 -- §115-193 “Resource protection” SCD requested and County staff concurred to allow sheet flow and afforestation within the Zone B Resource Buffer.

The County Attorney prepared a series of motions to implement these changes. If the ordinance modifications were adopted by the County Council, the Sussex Conservation District would be in support.

In summary, the County Administration and the County Engineer request Council’s adoption of Ordinance No. 25-02 as amended.

32 control and runoff volume from subdivided properties as part of the approval
33 process; and

34

35 WHEREAS, This Ordinance is intended to improve the sediment and erosion control
36 design requirements by introducing science based protection measures for non-
37 erosive conveyance of surface water runoff during project construction and post
38 development as well as inclusion of site specifics in the Zone B Resource Buffer
39 layout and the selection of the stormwater management practice as defined in 7 Del.
40 Admin. C. §5101; and

41

42 WHEREAS, it is necessary to amend portions of Chapters 99, 110 and 115 of the
43 Code of Sussex County to implement the proposed revisions to Chapter 90 of the
44 Code of Sussex County; and

45

46 WHEREAS, it has been determined that this Ordinance promotes and protects the
47 health, safety, convenience, orderly growth and welfare of the inhabitants of Sussex
48 County.

49

50 **NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:**

51

52 **Section 1. The Code of Sussex County, Chapter 90, §90-3 “Purpose” is hereby**
53 **amended by deleting the language in brackets and by inserting the italicized**
54 **and underlined language as follows:**

55

56 **§ 90-3 Purpose.**

57 The purpose of this chapter is to protect, maintain and enhance the public health,
58 safety and general welfare by establishing [minimum] requirements and procedures
59 to control the adverse impacts associated with sediment *releases* and [modified] *post*
60 *development* stormwater characteristics. [Proper] [i]Implementation and
61 maintenance of sediment control and stormwater management will minimize

62 adverse impacts to public and private property, reduce the impacts that the
63 developmental process has on land and stream channel erosion, assist in the
64 maintenance of water quality standards, reduce the potential for localized flooding
65 and maintain after development, to the extent that it can be maintained, the
66 predevelopment runoff characteristics.

67

68 **Section 2. The Code of Sussex County, Chapter 90, §90-6 “Suspension or**
69 **revocation of permit” is hereby amended by deleting the language in brackets**
70 **and by inserting the italicized and underlined language as follows:**

71

72 **§ 90-6 Suspension or revocation of permit.**

73 Any grading *plan approval* or building permit issued by the County may be
74 suspended or revoked *(a) by the County Engineer or the Director of Planning &*
75 *Zoning for violation of these requirements or (b)* upon request by the Sussex
76 Conservation District and a new sediment control and stormwater plan required to
77 be submitted to the District for approval after written notice is given by the District
78 to the permittee for any of the following reasons:

79 A. Any violation or violations of the conditions of the sediment control and
80 stormwater management plan approval.

81 B. Changes in site runoff characteristics upon which a waiver was granted.

82 C. Construction which was not in accordance with the approved plans. The land-
83 disturbed area was enlarged beyond that shown on the originally approved plan.

84 D. Noncompliance with correction notice or notices or stop-work orders by the
85 Department of Natural Resources and Environmental Control.

86 E. An immediate danger exists in a downstream area in the opinion of the
87 District.

88 [F. The District determines it is necessary and appropriate in order to more fully
89 effect the purposes and intents of this chapter.]

90

91 **Section 3. The Code of Sussex County, Chapter 90, is hereby amended by**
92 **inserting the italicized and underlined language as a new § 90-8 “Sediment**
93 **capture requirements” as follows:**

94 **§ 90-8 Sediment capture requirements.**

95 A. At or before the Preliminary Conference as outlined in § 99-7 of Chapter 99 of
96 this Code the subdivider shall provide the County Engineer with the following data
97 for the subdivision development:

98 (a) Maximum predevelopment site slope(s) for a length of more than 100 feet
99 along the flow path from the hydrologically most remote point of all sub-
100 catchment areas to the point or points of discharge;

101 (b) The combined on-site and off-site upstream sub-catchment drainage
102 areas; and

103 (c) Site boundary line distance from a tidally influenced Resource as defined
104 in §-115-4 of Chapter 115 of this Code.

105 B. Based on the data provided as required herein, the County Engineer or his or her
106 designee shall apply that data to the approved County Engineer’s Algorithm for
107 determination of the necessary and required capture of sediment during
108 construction. The Algorithm is set forth in and calculated by using the Electronic
109 Online Sediment Capture System located at <https://sussexcountyde.gov/engineering->
110 department adopted as part of this Ordinance. Any changes to this Algorithm or
111 Electronic Online Sediment Capture System will be made at the direction of the
112 County Engineer with the approval of County Council. If the trigger value for
113 sediment capture per the algorithm is met, the County Engineer shall advise the
114 subdivider and the Sussex Conservation District which stormwater management
115 practice permitted under the State of Delaware Sediment and Stormwater
116 Regulations set forth in 7 Del. Admin. C. §5101 must be used in the design. The
117 selected practice must be constructed and stabilized prior to any ground
118 disturbance, and the site must be temporarily or permanently graded in such a way
119 to receive the stormwater run-off during construction as well as post development.

120

121 **Section 4. The Code of Sussex County, Chapter 90, is hereby amended by**
122 **inserting the italicized and underlined language as a new § 90-9 “Stormwater**
123 **volume limitations for discharges at property lines” as follows:**

124 **§ 90-9 Stormwater volume limitations for discharges at property lines.**

125 A. The Delaware Sediment and Stormwater Regulations generally require the
126 Conveyance Event, as defined therein, to have no adverse post development impact
127 demonstrated by limiting the downstream water surface elevation increase to no
128 more than 0.05 feet.

129 B. In the case of discharges at property lines onto adjacent parcels, the Conveyance
130 Event, as defined in 7 Del. Admin. C. §5101, must have no post development runoff
131 volume increase greater than 5%.

132

133 **Section 5. The Code of Sussex County, Chapter 90, is hereby amended by**
134 **inserting the italicized and underlined language as a new § 90-10 “Limit of**
135 **disturbance restrictions” as follows:**

136 **§ 90-10 Limit of disturbance restrictions.**

137 A. The Delaware Sediment and Stormwater Regulations generally limit the land
138 disturbance to not more than 20 acres at any one time.

139 B. Prior to the approval of Bulk Grading Plan as required by either Chapter 99 or
140 Chapter 115 herein, the County Engineer or his or her designee shall review Table
141 I: Allowable Limit of Disturbance (LOD) based on the following inputs:

142 (1) Bulk Grading Plan proposed slope(s) exceeding 3% for a length of more
143 than 100 feet; and

144 (2) The combined on-site and off-site upstream drainage area exceeding 20
145 acres.

146 C. If the proposed subdivision or proposed development falls outside of the allowed
147 values, then the Limit of Disturbance shall be reduced on a sliding scale to not less
148 than 7.5 acres as set forth in Table I: Allowable Limit of Disturbance (LOD). The
149 County Engineer or his or her designee shall thereafter advise the subdivider’s or
150 developer’s engineer and the Sussex Conservation District what limitations are

151 applied, if any, prior to construction plan submittal in accordance with § 99-30 of
152 this Code.

153

154 **Section 6. The Code of Sussex County, Chapter 99, Article I, §99-5**
155 **“Definitions” is hereby amended by by inserting the italicized and underlined**
156 **language as follows:**

157

158 **§ 99-5 Definitions.**

159 For the purpose of this Chapter, certain terms and words are hereby defined:

160 **BULK GRADING PLAN**

161 An overall lot grading plan prepared by a licensed professional who is permitted to
162 prepare detailed sediment and stormwater plans, specifying the elevation, surface
163 gradients, lot types, swale locations, driveway pipe sizes and other drainage
164 information required for lot grading, as further set forth in the Sussex Conservation
165 District Technical Drainage and Grading Requirements. A bulk grading plan shall
166 confirm that all conveyance features must be located in deeded open space or the
167 subject of a permanent easement, that none of the off-site discharges are directed
168 into existing adjacent residential development lots and that they satisfy the following
169 requirements:

170

171 SEWER SERVICE CONCEPT EVALUATION (SSCE)

172 A Sussex County Engineering Department fee-based service study identifying system
173 connection point(s), service to off-site parcels, district status and necessity of any
174 use of existing infrastructure agreement to be presented at the § 99-7 Preliminary
175 conference.

176

177 **Section 7. The Code of Sussex County, Chapter 99, Article II, §99-7**
178 **“Preliminary conference” is hereby amended by deleting the language in**
179 **brackets and by inserting the italicized and underlined language as follows:**

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§ 99-7 Preliminary conference.

A. Before the submission of a subdivision plat, the subdivider shall consult with the Commission's staff and other public agencies to ascertain the location of proposed major streets, highways, parks, playgrounds, school sites and other planned public improvements, and to determine the zoning regulations and other requirements relating to or affecting the proposed subdivision. The subdivider shall also consult with the County Engineer *or his or her designee* and, where applicable, State agencies having jurisdiction [Department of Natural Resources and Environmental Control] on matters relating to (i) proposed facilities for sanitary sewer service [sewage disposal] in general; (ii) Sewer Concept Evaluations in particular, (iii) Resource Buffers generally and Resource Buffer Averaging of Zone B as set forth in §115-193 of this Code particularly; (iv) Sediment Capture Selection; (v) storm drainage generally; (vi) Drainage Assessment Reports required under §115-193 of this Code; and (vii) drinking water supply intended to serve the proposed subdivision. The purpose of these consultations is to assist the subdivider by furnishing information and advice, in order to expedite matters for the subdivider, saving [him] unnecessary expense and promote the best coordination between the plans of the subdivider and those of the county and other State [public] agencies.

Section 8. The Code of Sussex County, Chapter 99, Article II, §99-9 “Public hearing on preliminary plat approval or disapproval” is hereby amended by deleting the language in brackets and by inserting the italicized and underlined language as follows:

§ 99-9 Public hearing on preliminary plat approval or disapproval.

....

C. In addition to the other provisions contained within this article, an applicant for approval of a preliminary plat shall provide that the following criteria are incorporated and addressed in the plat and the manner in which each one is incorporated and addressed through the design of the preliminary plat:

211

212 (8) That the [~~anticipated method of minimization of~~] erosion and *sediment*
213 [~~sedimentation~~] *control* measures [are adequately identified] satisfy the requirements
214 of §§ 90-8, 90-9 and 90-10 of this Code.

215

216 **Section 9. The Code of Sussex County, Chapter 99, Article IV, §99-23**
217 **“Information to be shown” is hereby amended by deleting the language in**
218 **brackets and by inserting the italicized and underlined language as follows:**

219

220 **§ 99-23 Information to be shown.**

221 The preliminary plat shall be drawn in a clear and legible manner and shall show the
222 following information:

223 . . .

224

225 G. Topographic contours at one-foot intervals and referenced to *North*
226 *American Datum of 1983 (NAD83)*. [United States Geological Survey data or
227 other commonly accepted data. Where unusual conditions, such as steep
228 slopes, create problems in drafting contour lines, a greater interval may be
229 used if other information is provided to adequately describe the true nature of
230 the topography.]

231 . . .

232

233 N. *The tabulation of the range of predevelopment site slope(s) for a length*
234 *of more than 100 feet of the flow path from the most hydrologically remote*
235 *point of all sub-catchment areas to the point or points of discharge and the*
236 *combined on-site and off-site upstream subcatchment areas.* [The proposed
237 grading plan when excavation, recontouring or similar work is to occur in
238 conjunction with development of the subdivision.]

239 . . .

240
241 T. The location of all water and wetland resources and their resource
242 buffers.

243 (1) The boundary and type of any nontidal/tidal wetland or water resources
244 (tidal, perennial, intermittent) which require a resource buffer. The boundary
245 will be shown per methods identified in the definitions of "wetlands" and
246 "ordinary high-water line delineation."

247 (2) All existing (i.e., at the time of application) natural forest, managed
248 forest and nonforest meadow within the future resource buffer shall be
249 identified.

250 (3) The area limits of the required resource buffers.

251 (4) Calculations supporting *the overall square footage area of the Zone B*
252 resource buffer required to be concentrated pursuant to § 115-193B [width
253 averaging (§ 115-193B)].

254 (5) Calculations supporting resource buffer enhancement calculations and
255 corresponding forested and/or landscaped buffer reductions, if applicable
256 (§ 115-193G).

257 (6) Proposed access easement layout for access to resource buffers and the
258 adjacent resources with a note that such access easements are public access
259 easements for maintenance purposes. For purposes of this requirement,
260 "public" shall mean, and be limited to, those parties requiring access for
261 maintenance purposes.

262 (7) A reference by title, author and date, to the drainage assessment report
263 required by § 115-193F(2).

264 (8) Any walking trails, including the method of construction and the
265 materials used to establish the trails.

266

267 **Section 10. The Code of Sussex County, Chapter 99, Article V, §99-26**
268 **“Information to be shown” is hereby amended by deleting the language in**
269 **brackets and by inserting the italicized and underlined language as follows:**

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§ 99-26 Information to be shown.

A. The final plat shall be legibly and accurately drawn and shall show the following information:

...

(21) The location of all resource buffers.

(a) The boundary and type of any nontidal/tidal wetland or water resources (tidal, perennial, intermittent) which require a resource buffer. The boundary will be shown per methods identified in the definitions of "wetlands" and "ordinary high-water line delineation." In addition, the boundary shall be marked on the site itself with permanent markers and signage, with the location and type of signage depicted on the final plat

(b) All existing (i.e., at the time of application) natural forest, managed forest and nonforest meadow within the future resource buffer shall be identified.

(c) The area limits of the required resource buffer.

(d) Calculations supporting the overall square footage area of the Zone B resource buffer required to be concentrated pursuant to § 115-193B [width averaging (§ 115-193B)].

(e) Calculations supporting resource buffer enhancement calculations and corresponding forested and/or landscaped buffer reductions, if applicable (§ 115-193G).

(f) Proposed access easement layout for access to resource buffers and the adjacent resources with a note that such access easements are public access easements for maintenance purposes. For purposes of this requirement, "public" shall mean, and be limited to, those parties requiring access for maintenance purposes.

299 (g) A statement incorporating the resource and resource management and
300 maintenance plan by reference.

301 (h) A reference by title, author and date, to the drainage assessment report
302 required by § 115-193F(2).

303 (i) That disturbance of the resource buffers on the site may result in
304 penalties imposed pursuant to § 115-193K of the Sussex County Zoning
305 Code.

306

307 **Section 11. The Code of Sussex County, Chapter 99, Article VI, §99-29**
308 **“Minimum installation requirements” is hereby amended by deleting the**
309 **language in brackets and by inserting the italicized and underlined language**
310 **as follows:**

311

312 **§ 99-29 Minimum installation requirements.**

313 The minimum requirements for the installation of improvements in subdivisions
314 shall be as follows:

315 B. Surface drainage facilities.

316 (1) All drainage facilities shall be constructed in accordance with minimum
317 construction standards established by the County Engineer or standards adopted by
318 the Delaware [Division of Highways] Department of Transportation in areas where
319 it has jurisdiction.

320 (2) Where subdivision and/or development results in increased volume [quantities]
321 of stormwater runoff leaving the subdivision development [area to be developed],
322 the subdivider shall demonstrate that off-site drainage improvements are adequate
323 to handle the additional water and that all new or expanded swales, pipes or other
324 off-site improvements are located in dedicated easements which permit efficient
325 access for maintenance purposes. Minimum standards shall be those established by
326 the County Engineer or by the State Division of Highways where it has jurisdiction.

327 C. Erosion and sedimentation control. All subdivision plans shall include [adequate]
328 the provision for control of temporary flooding and / or erosion and sediment control

329 both during construction and after completion of construction *as required by Chapter*
330 *90, Sediment Control and Stormwater Management.*

331

332 **Section 12. The Code of Sussex County, Chapter 110, Article I, §110-1**
333 **“Definitions; word usage; abbreviations” is hereby amended by inserting the**
334 **italicized and underlined language as follows:**

335

336 **§ 110-1 Definitions; word usage; abbreviations.**

337 A. Unless the context specifically indicates otherwise, the following terms and
338 phrases, as used in this chapter, shall have the meanings hereinafter designated:

339

340

341 SEWER [SYSTEM] SERVICE CONCEPT EVALUATION (SSCE)

342 A Sussex County Engineering Department fee-based service study identifying
343 system connection point(s), service to off-site parcels, district status and necessity
344 of any use of existing infrastructure agreement *to be presented at the § 99-7*
345 *Preliminary conference.*

346

347 **Section 13. The Code of Sussex County, Chapter 110, Article III, §110-12**
348 **“Connection of building sewer to public sewer” is hereby amended by deleting**
349 **the language in brackets and by inserting the italicized and underlined**
350 **language as follows:**

351

352 **§ 110-12 Connection of building sewer to public sewer.**

353 The applicant for the building sewer permit shall notify the County when the
354 building sewer *connection to the public sewer* is ready for an open-trench visual
355 inspection [and connection to the public sewer]. The work shall be inspected and
356 approved by the Engineer *or his or her designee* prior to being placed in service.

357

358 **Section 14. The Code of Sussex County, Chapter 115, Article I, §115-4**
359 **“Definitions and word usage” is hereby amended by inserting the italicized and**
360 **underlined language as follows:**

361

362 **§ 115-4 Definitions and word usage.**

363 BULK GRADING PLAN

364 An overall lot grading plan prepared by a licensed professional who is permitted to
365 prepare detailed sediment and stormwater plans, specifying the elevation, surface
366 gradients, lot types, swale locations, driveway pipe sizes and other drainage
367 information required for lot grading, as further set forth in the Sussex Conservation
368 District Technical Drainage and Grading Requirements. A bulk grading plan shall
369 confirm that all conveyance features must be located in deeded open space or the
370 subject of a permanent easement, *that none of the off-site discharges are directed*
371 *into existing adjacent residential development lots* and that they satisfy the following
372 requirements:

373

374 **Section 15. The Code of Sussex County, Chapter 115, Article XXV, §115-193**
375 **“Resource protection” is hereby amended by deleting the language in brackets**
376 **and by inserting the italicized and underlined language as follows:**

377

378 **§ 115-193 Resource protection.**

379

380 B. Resource buffer width averaging.

381 (1) Resource buffer width *averaging shall be utilized in the area(s) of stormwater*
382 *runoff concentration as determined by the County Engineer or his or her designee*
383 [may be utilized but only within resources buffers adjacent to the same resource to
384 adjust the required Zone B resource buffer width thereby allowing flexibility for the
385 proposed development], so long as the overall square footage of the Zone B resource
386 buffer is maintained.

387 (2) Criteria for utilizing resource buffer width averaging:

388 (a) Resource buffer width averaging is not available for Zone A.

389 (b) The overall square footage of the Zone B resource buffer must be achieved
390 within the boundaries of the proposed development unless a resource buffer
391 option permitted under Subsection G is utilized.

392 (c) Resource buffer width averaging [may] must be used on all of the Zone B
393 resource buffers within the boundaries of the proposed development.

394 (d) Zone B resource buffer averaging layout requirements shall be provided
395 by the County Engineer to the subdivider at the Preliminary Conference as
396 outlined in § 99-7. [shall not be expanded more than double the width of the
397 Zone B resource buffer as referenced in § 115-193A.]

398 (e) The overall square footage of the Zone B resource buffer must be
399 calculated based upon the entire length of the resource border line that is
400 located within the boundaries of the proposed development.

401 (f) The Zone B resource buffer averaging shall only occur within the resource
402 buffer adjacent to the same resource.

403 C. Permitted activities. Activities in Zones A and B shall be permitted or not
404 permitted as set forth in the following table. Uses not specifically identified shall be
405 prohibited, unless the contrary is clear from the context of the table, as determined
406 by the Commission.

407

20.	Stormwater management water quality BMPs [as approved by Sussex Conservation District]	<u>Not</u> Permitted	<u>Not</u> Permitted
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408

409 **Section 16. Effective Date.**

410 This Ordinance shall become effective upon the date of its adoption by Sussex
411 County Council.

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

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

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

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

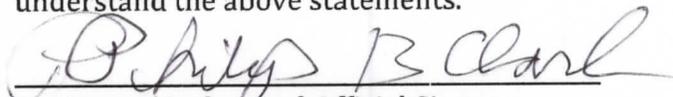
For non-religious organizations, all accounting records and supporting documentation shall be available for inspection by Sussex County within thirty (30) days after the organization's expenditure of the awarded funding, or within one year after the receipt of the awarded funds, whichever first occurs.

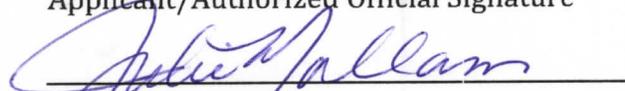
For religious organizations, all accounting records and supporting documentation shall be provided for inspection by Sussex County after the award has been made by County Council but before funding is released. Grant is relinquished if supporting documentation is not provided within one year of County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

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

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

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


Applicant/Authorized Official Signature


Witness Signature

Chairman

Title

January 23, 2026

Date



SUSSEX COUNTY GOVERNMENT

GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: Heritage Shores Military Club
PROJECT NAME: Supporting Veterans
FEDERAL TAX ID: 27-4706189 NON-PROFIT: YES NO

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

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

ORGANIZATION'S MISSION: Veterans helping Veterans. Our mission is to identify veterans and veteran organizations in need, assess urgent and long-term challenges, and provide direct assistance and coordinated resources that help alleviate hardship and improve quality of life for local veterans.

ADDRESS: 1 Heritage Shores Circle

Bridgeville

(CITY)

DE

(STATE)

1993

(ZIP)

CONTACT PERSON: Philip Clark

TITLE: Chairman

PHONE: 302519170 EMAIL: pclarkp@verizon.net

TOTAL FUNDING REQUEST: \$3,000.00

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

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

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

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

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

SECTION 2: PROGRAM DESCRIPTION

PROGRAM CATEGORY (choose all that apply)

- Fair Housing
 Infrastructure¹

- Health and Human Services
 Other U.S. Military Veterans

- Cultural
 Educational

BENEFICIARY CATEGORY

- Disability & Special Needs
 Elderly Persons
 Minority

- Victims of Domestic Violence
 Low to Moderate Income²
 Other _____

- Homeless
 Youth

BENEFICIARY NUMBER

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

100

SECTION 3: PROGRAM SCOPE

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

The Heritage Shores Military Club is a club of veterans that exist to support veterans in need throughout Sussex County and the Delmarva region. We identify veteran organizations and individual veterans, assess their needs, and unique challenges then provide resources and assistance to help alleviate those needs and/or provide support to help improve their quality of life.

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

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

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

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

SECTION 4: BUDGET

REVENUE	
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	
TOTAL REVENUES	0.00
EXPENDITURES	
Please enter the total projected budget for the project (not entire organization expense if not applicable to request). Example of expenditure items: PERSONNEL-one lump sum that would include benefits, OPERATING COSTS-supplies, equipment, rent/lease, insurance, printing telephone, CONSTRUCTION/ACQUISITION-acquisition, development, rehab hard cost, physical inspections, architectural engineering, permits and fees, insurance, appraisal. (Put amounts in as a negative)	
Home of the Brave	\$ 1,000.00
Warrior Weekend Program	\$ 1,000.00
DELTECH Veterans Resource Center	\$ 1,000.00
TOTAL EXPENDITURES	\$ 3,000.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	\$ 3,000.00

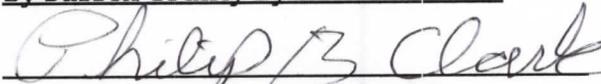
SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the Heritage Shores Military Clb agrees that:
(Name of Organization)

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

SECTION 5: STATEMENT OF ASSURANCES (continued)

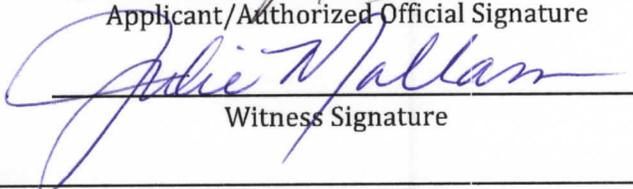
- 4) All information and statements in this application are accurate and complete to the best of my information and belief.
- 5) All funding will benefit only Sussex County residents.
- 6) All documents submitted by the applicant are defined as public documents and available for review under the Freedom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



Applicant/Authorized Official Signature

Jan 23, 2026

Date



Witness Signature

Jan 23, 2026

Date

Completed application can be submitted by:

Email: casey.hall@sussexcountyde.gov

Mail: Sussex County Government
Attention: Casey Hall
PO Box 589
Georgetown, DE 19947

Bobbi Albright

From: notifications=d3forms.com@mg.d3forms.com on behalf of Sussex County DE <notifications@d3forms.com>
Sent: Sunday, February 8, 2026 3:37 PM
To: Bobbi Albright
Subject: Form submission from: Council Grant Form

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

Council Grant Form

Legal Name of Agency/Organization The Shaffer Foundation of Delaware

Project Name The 5th Annual Rally For Our First Responders

Federal Tax ID 41-2739027

Non-Profit Yes

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

Organization's Mission Raise Awareness, and Provide Support to our Heroes - We believe in honoring the courage and commitment of the men and women who protect and serve every day. Through signature initiatives like our annual Rally for Our First Responders and the First Responder Scholarship Fund, we create opportunities to raise awareness, express gratitude, and deliver tangible support. These programs provide resources that invest in their futures and the futures of their families, strengthening the bond between our community and the heroes who keep it safe.

Address 35973 Goshawk Court

City	Lewes
State	DE
Zip Code	19958
Contact Person	Kyle Shaffer
Contact Title	President/Founder
Contact Phone Number	302-233-2076
Contact Email Address	kyle@shafferfoundation.com
Total Funding Request	\$5,000
Has your organization received other grant funds from Sussex County Government in the last year?	Yes
If YES, how much was received in the last 12 months?	6000.00
Are you seeking other sources of funding other than Sussex County Council?	Yes
If YES, approximately what percentage of the project's funding does the Council grant represent?	5

Program Category (choose all that apply)	Educational Health and Human Services
Primary Beneficiary Category	Other
Beneficiary Category Other	All people in our State
Approximately the total number of Sussex County Beneficiaries served, or expected to be served, annually by this program	5
Scope	<p>The Shaffer Family Foundation is requesting funding to support our annual Rally for Our First Responders, a large-scale community event that honors, supports, and uplifts Sussex County’s first responders and their families while raising critical funds for local volunteer fire companies, EMS agencies, law enforcement organizations, and first responder-related nonprofits.</p> <p>Sussex County relies heavily on volunteer and combination first responder agencies that face increasing call volumes, rising operational costs, staffing shortages, and limited access to funding for equipment, training, and mental health resources. These challenges directly impact public safety and the well-being of those who serve our community.</p> <p>The Rally addresses this need by generating financial support for these agencies while also strengthening community engagement, public awareness, and appreciation for first responders. The event brings together thousands of residents from across Sussex County and Delaware for a family-friendly day featuring educational demonstrations, first responder vehicles and equipment, children’s activities, live entertainment, and community resources. Funds raised are reinvested directly into Sussex</p>

County emergency services and first responder support programs.
 This program benefits both the first responder community and the broader Sussex County population by improving emergency response capabilities, supporting responder wellness, and fostering a stronger, safer, and more connected community.

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

0.00

Description Stage, music

Amount 11,000.00

Description Tents, tables, chairs

Amount 5,000.00

Description Rent the Field

Amount 500.00

Description Event Insurance

Amount 2,000.00

Description Signage

Amount 5,000.00

Description Kids section

Amount 3,500.00

Description	Tickets, Cape Gazette, Advertising
Amount	6,000.00
Description	Stamps, envelopes, laminating sheets, entry bracelets, etc.
Amount	1,500.00
TOTAL EXPENDITURES	34,500.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	-34,500.00
Name of Organization	The Shaffer Foundation of Delaware
Applicant/Authorized Official	Kyle DiDio-Shaffer
Date	01/15/2026
Affidavit Acknowledgement	Yes

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

Bobbi Albright

From: notifications=d3forms.com@mg.d3forms.com on behalf of Sussex County DE <notifications@d3forms.com>
Sent: Friday, February 13, 2026 4:19 PM
To: Bobbi Albright
Subject: Form submission from: Council Grant Form

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

Council Grant Form

Legal Name of Agency/Organization The Town of Laurel

Project Name Laurel Heritage Day

Federal Tax ID 51-6000168

Non-Profit Yes

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

Organization's Mission Our mission is to foster a safe, welcoming, and family-friendly community where diversity is celebrated, neighbors support one another, and the rich heritage that shaped our town is honored and preserved for future generations.

Address 201 Mechanic Street

City Laurel

State DE

Zip Code 19956

Contact Person	Jamie Smith
Contact Title	Town Manager
Contact Phone Number	3028752277
Contact Email Address	laureltm@comcast.net
Total Funding Request	1000.00
Has your organization received other grant funds from Sussex County Government in the last year?	Yes
If YES, how much was received in the last 12 months?	2000.
Are you seeking other sources of funding other than Sussex County Council?	Yes
If YES, approximately what percentage of the project's funding does the Council grant represent?	16
Program Category (choose all that apply)	Cultural Educational
Primary Beneficiary Category	Other

Beneficiary Category Other	Entire community and neighboring communities
Approximately the total number of Sussex County Beneficiaries served, or expected to be served, annually by this program	800
Scope	The town will be holding a first annual Heritage Day on April 1, 2026. Vendors will be set up selling items that honor our heritage, food vendors will be set up as well. There will be a car show, petting zoo, band, and other games.
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	1,000.00
Description	Band
Amount	1,500.00
Description	Supplies and event costs
Amount	3,000.00
Description	Staffing
Amount	2,000.00
TOTAL EXPENDITURES	6,500.00

TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	-5,500.00
Name of Organization	The Town of Laurel
Applicant/Authorized Official	Jamie Smith
Date	02/13/2026
Affidavit Acknowledgement	Yes

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

To Be Introduced: 2/24/26

Council District 4: Mr. Hudson
Tax I.D. No. 533-11.00-23.00
911 Address: 36054 Zion Church Road, Frankford

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR STORAGE/WAREHOUSE/OFFICE BUILDINGS AND A CAR WASH (TO AMEND CONDITION “D” AND CONDITION “N” OF THE CONDITIONS OF APPROVAL FOR CONDITIONAL USE NO. 2581 (ORDINANCE NO. 4009) TO ALLOW FOR OFFICE SPACES WITHIN THE WAREHOUSE UNITS AND TO REMOVE THE REQUIREMENT THAT AN ON-SITE MANAGEMENT OFFICE BE ESTABLISHED FOR THE MAINTENANCE AND OPERATION OF THE WAREHOUSE UNITS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 29.55 ACRES, MORE OR LESS

WHEREAS, on the 19th day of December 19, 2025, a Conditional Use Application, denominated Conditional Use No. 2631, was filed on behalf of Zion Church Ventures, LLC; and

WHEREAS, on the ____ day of _____ 2026, 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. 2631 be _____; and

WHEREAS, on the ____ day of _____ 2026, 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. 2631 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 situated in Sussex County, Delaware, and lying on the southwest side of Zion Church Road (Route 20), approximately 605 feet northwest of Deer Run Road (S.C.R. 388) and the north side of Deer Run Road (S.C.R. 388), approximately 159 feet southwest of Zion Church Road (Route 20) and being more particularly described in the attached legal description prepared by Parsons & Robinson, P.A., said parcel containing 29.55 acres, more or less.

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

To Be Introduced: 2/24/26

Council District 4: Mr. Hudson
Tax I.D. No.: 433-7.00-20.00
911 Address: N/A

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR MINI-STORAGE WITH BOAT AND RV STORAGE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 13.48 ACRES, MORE OR LESS

WHEREAS, on the 8th day of November 2024, a Conditional Use application, denominated Conditional Use No. 2563 was filed on behalf of George Herker; and

WHEREAS, on the ____ day of _____ 2026, 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. 2563 be _____; and

WHEREAS, on the ____ day of _____ 2026, 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. 2563 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 south side of Omar Road (S.C.R. 54), approximately 0.23 mile east of Dukes Road (S.C.R. 354), and being more particularly described in the attached legal description prepared by Moore & Rutt, PA said parcel containing 13.48 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.

To Be Introduced: 2/24/26

Council District 1: Mr. Lloyd
Tax I.D. No.: 432-3.00-41.06
911 Address: 8982 Morning Glory Farms Road, Laurel

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR AN EVENTS VENUE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 8.45 ACRES, MORE OR LESS

WHEREAS, on the 13th day of September 2024, a conditional use application, denominated Conditional Use No. 2551 was filed on behalf of Sarah Peterson; and

WHEREAS, on the ____ day of _____ 2026, 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. 2551 be _____; and

WHEREAS, on the ____ day of _____ 2026, 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. 2551 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 Morning Glory Farm Road on the northwest side of Portsville Road (S.C.R. 492) approximately 0.84 mile east of S. Shell Bridge Road (S.C.R 492A) and being more particularly described in the attached legal description prepared by Sergovic Carmean Weidman McCartney & Owens, P.A. , said parcel containing 8.45 acres, more or less.

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

To Be Reintroduced: 2/24/26

Council District 5: Mr. Rieley
Tax I.D. No.: 133-11.00-1.02
911 Address: N/A

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A 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

WHEREAS, on the 11th day of July 2024, a Conditional Use application, denominated Conditional Use No. 2540 was filed on behalf of La Dolce Far Niente, LLC; and

WHEREAS, on the ____ day of _____ 2026, 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. 2540 be _____; and

WHEREAS, on the ____ day of _____ 2026, 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. 2540 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 west side of DuPont Boulevard (Route 113), approximately 0.19 mile north of East Piney Grove Road (S.C.R. 329), and being more particularly described in the attached legal description prepared by Tunnell & Raysor, P.A. said parcel containing 7.00 acres, more or less.

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

To Be Introduced: 2/24/26

Council District 4: Mr. Hudson
Tax I.D. No.: 134-19.00-12.00 (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 COMMERCIAL SELF STORAGE TO BE LOCATED ON A PORTION OF A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY CONTAINING 12.05 ACRES, MORE OR LESS

WHEREAS, on the 25th day of September 2024, a Conditional Use application, denominated Conditional Use No. 2554, was filed on behalf of E. Johnson Holdings, LLC, and

WHEREAS, on the ____ day of _____ 2026, 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. 2554 be _____; and

WHEREAS, on the ____ day of _____ 2026, 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. 2554 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 and west side of the intersection of Central Avenue (S.C.R. 84) and Lizard Hill Road (S.C.R. 367A) and being more particularly described in the attached legal description prepared by James J. Gallagher, Esq. said parcel containing 12.05 acres, more or less.

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

To Be Introduced: 2/24/26

Council District 2: Mr. McCarron
Tax I.D. No.: 430-17.00-23.01
911 Address: 16694 Cedar Corners Road, Bridgeville

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A LANDSCAPING BUSINESS WITH OUTDOOR STORAGE AND PARKING TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 5.00 ACRES, MORE OR LESS

WHEREAS, on the 4th day of August 2025, a Conditional Use application, denominated Conditional Use No. 2604, was filed on behalf of Alvaro E. Perez Roblero; and

WHEREAS, on the ____ day of _____ 2026, 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. 2604 be _____; and

WHEREAS, on the ____ day of _____ 2026, 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. 2604 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 west side of Cedar Corners Road (S.C.R. 638), approximately 410 feet south of Redden Road (Rt. 40), and being more particularly described in the attached legal description prepared by Aleman & Associates Attorneys at Law said parcel containing 5.0 acres, more or less.

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

To Be Introduced: 2/24/26

Council District 1: Mr. Lloyd
Tax I.D. No.: 132-7.00-6.00
911 Address: 26690 Sussex Highway, Seaford

ORDINANCE NO. ____

AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT AND C-1 GENERAL COMMERCIAL DISTRICT TO A C-2 MEDIUM COMMERCIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 5.04 ACRES, MORE OR LESS

WHEREAS, on the 2nd day of September 2025, a zoning application, denominated Change of Zone No. 2057, was filed on behalf of McMullen Septic Service, Inc.; and

WHEREAS, on the ____ day of _____ 2026, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and said Planning and Zoning Commission recommended that Change of Zone No. 2057 be _____; and

WHEREAS, on the ____ day of _____ 2026, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County has determined, based on the findings of facts, that said change of zone 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,

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article II, Subsection 115-7, Code of Sussex County, be amended by deleting from the Comprehensive Zoning Map of Sussex County the zoning classification of [AR-1 Agricultural Residential District] and [C-1 General Commercial District] and adding in lieu thereof the designation C-2 Medium Commercial District 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 west side of Sussex Highway (Rt. 13), approximately 0.32 mile north of Oneals Road (S.C.R. 485) and being more particularly described in the attached legal description prepared by Haller & Hudson, said parcels containing 5.04 acres, more or less.

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



Memorandum

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

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

CC: Everett Moore, County Attorney

Date: February 19, 2026

RE: County Council Report for C/U 2534 filed on behalf of Hardscapes Jiminez, LLC

The Planning and Zoning Department received an application (C/U 2534 filed on behalf of Hardscapes Jiminez, LLC) for a Conditional Use for a hardscape business with an office, showroom, storage and parking in an AR-1 Agricultural Residential Zoning District at Tax Parcel 234-20.00-9.01 and 11.01. The property is located at 25064 Morris Mill Road, Millsboro. The parcel size is 3.14 ac. +/-

The Planning & Zoning Commission held a Public Hearing on the application on January 21, 2026. At the meeting of February 4, 2026, the Planning & Zoning Commission recommended approval of the application for the 6 reasons stated and subject to the 15 conditions approval as outlined within the motion (copied below).

Below are the minutes from the Planning & Zoning Commission meetings of January 21, 2026, and February 4, 2026.

Minutes of the January 21, 2026, Planning & Zoning Commission Meeting

C/U 2534 Hardscapes Jimenez, LLC

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A GR GENERAL RESIDENTIAL DISTRICT FOR A HARDSCAPE BUSINESS WITH AN OFFICE, SHOWROOM, STORAGE, AND PARKING TO BE LOCATED ON CERTAIN PARCELS OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 3.14 ACRES, MORE OR LESS. The properties are lying southwest of the intersection of Morris Mill Road (S.C.R. 297) and Zoar Road (S.C.R. 48), approximately 0.6 mile east of Peterkins Road (S.C.R. 371). 911 Address: N/A & 25064 Morris Mill Road, Millsboro. Tax Map Parcel: 234-20.00-9.01 & 11.01.



Mr. Whitehouse advised the Commission that submitted into the record were the Applicant's property survey, the Applicant's Conceptual Site Plan, the property Deed, a letter received from the Sussex County Engineering Department's Utility Planning Division, and the DelDOT Service Level Evaluation Response. Mr. Whitehouse advised the Commission that no public comments were received regarding the application.

The Commission found that Mr. Eric Gorsch spoke on behalf of the Applicant, Mr. Elmer Jimenez, the owner of Hardscapes Jimenez, LLC. Mr. Gorsch stated that the proposed use is for an outdoor living, hardscape business in Sussex County and most of Delaware; that the site consists of the house they purchased, which was refinished into a three-bedroom, with a showroom, and office; that there is parking provided for up to seven cars, which will accommodate the seven work vehicles; that the business has three small cap machines parked on site as well; that they do move those machines periodically throughout Sussex County during projects; that they have 17 employees who will park their personal vehicle on site while working; that their business hours run from 8:00 am until 4:00 pm, Monday through Friday; they store various pallets of concrete pavers, and have approximately five tons of crushed concrete, and a bin for sand, which is used for as a bedding for paver patios.

Mr. Mears questioned Mr. Whitehouse whether sheds or containers located within the setback were an issue.

Mr. Whitehouse stated that containers could always be moved, but are considered structures, and therefore would be required to comply with the same rules, and anything located within the setback would require a variance, which he did not believe had previously been obtained.

Mr. Mears questioned whether the employees arrive at the site, park their personal vehicles on the site, and take the work vehicles to the job site, and questioned whether cutting of pavers or materials is proposed, or anything other than loading of materials and employees, and if materials or excavated soils are brought back to be stored onsite.

Mr. Gorsch confirmed that employees do arrive to the site, leaving their personal vehicles onsite while they take work vehicles to the job sites; that they are not proposing to cut pavers; that if they did it would be minor, being potentially one cut; that they do not propose to cut or install anything on the site; that they only store clean soil on the site; that a lot of soil picked up from communities have more trash in them, and are taken for disposal in Georgetown, and that river rocks, boulders and sod are also kept onsite, however those materials are in pallets that are wrapped in wire, and in their own confined areas.

Mr. Collins questioned whether maintenance of vehicles was performed onsite.

Mr. Gorsch stated that vehicle maintenance is only performed at the dealerships, and no maintenance is performed onsite.

Madam Chair Wingate questioned if the parking shown on the site plan was for 17 employees.

Mr. Gorsch stated the business has 17 employees; however, there are not 17 vehicles on the site, and that at most there are approximately nine vehicles on the site at one time, as the majority of the employees ride together.

Mr. Robertson questioned what the surrounding area was like, and if there were any other businesses in the nearby area.

Mr. Gorsch the site is located on the corner of Zoar Road and Morris Mill Road; that further down Morris Mill Road, there is another landscape company, located closer to Gravel Hill Road, with the next closest would be East Coast Garden Center, located further down Mount Joy Road and there are other businesses in the area, however, they are not for landscaping.

Mr. Whitehouse questioned whether any of the buildings or structures on the site were built without a permit.

Mr. Gorsch stated that there are no structures on the site that were placed without building permits.

Madam Chair Wingate questioned whether a condition could be imposed to relocate any container found encroaching on required setbacks or if a variance would be required before the Board of Adjustment.

Mr. Robertson stated he believed that a condition could be imposed to remedy the issue, and that a variance would not be required.

The Commission found that there was no one present who wished to speak in support of or in opposition to the Application.

Upon there being no further questions, Madam Chair Wingate closed the public hearing. At the conclusion of the public hearing, the Commission discussed the Application.

In relation to C/U 2534 Hardscapes Jimenez, LLC. Motion by Mr. Mears to defer action for further consideration, seconded by Mr. Collins, and carried unanimously. Motion carried 4-0.

Minutes of the February 4, 2026, Planning & Zoning Commission Meeting

The Commission discussed the application, which had been deferred since January 21, 2026.

Mr. Passwaters stated that he was absent at the January 7, 2026, Commission meeting; however, he had watched the broadcast, reviewed the record, and therefore was prepared to vote.

Mr. Allen moved that the Commission recommend approval of Conditional Use No. 2534 for Hardscapes Jimenez, LLC, for a hardscape business with an office, showroom, storage, and parking based upon the record made during the public hearing and for the following reasons:

1. The Applicant is seeking a conditional use for his hardscape business and related uses along Morris Mill Road on a 3.14-acre parcel of land.
2. This use is appropriate for this location, and it will not generate a significant amount of traffic on area roadways. For the most part, it is a staging yard for employees and materials associated with the business. The work associated with the business will largely occur off-site.
3. The property is zoned GR General Residential, and it is within the Existing Development Area according to the Sussex County Comprehensive Plan. This type of small business use is appropriate as a conditional use in this Area according to the Plan.
4. According to the Staff Analysis prepared for this application, there are a variety of other business, commercial, and institutional uses within 1 mile of this location. This application is consistent with those other uses.
5. There is nothing in the record to indicate that this use will adversely affect the neighborhood or area roadways.
6. No parties appeared in opposition to the application.
7. This recommendation is subject to the following conditions:
 - A. The use shall be limited to a hardscape business and the showroom and storage of materials associated with the use. No other types of sales shall occur on the property.
 - B. The parking area for the business vehicles, equipment, and trailers shall be shown on the Final Site Plan and clearly shown on the site itself.
 - C. All vehicle and equipment maintenance shall only occur within the existing pole building.
 - D. The hours of operation shall be limited to 8:00 am until 5:00 pm, Monday through Friday.
 - E. No grinding, shredding, mulching, or dyeing of materials shall occur on the site.
 - F. No hardscape materials shall be brought onto the site for dumping. All materials, including crushed concrete, rocks, sand, boulders, clean soils, and similar materials shall be stored in bins on the site. The location of these bins shall be shown on the final site plan. No storage shall be located within the setbacks on the property.
 - G. Any outside displays of hardscapes or materials used in the Applicant's business shall not be located in the setbacks on the property. The location of these display areas shall be shown on the Final Site Plan.
 - H. Signage shall be limited to one lighted sign along the roadway, not to exceed 32 square feet in size per side.
 - I. Any lighting shall be screened so that it does not shine on neighboring properties or roadways.
 - J. Prior to the Final Site Plan approval, the Applicant shall confirm with County Staff that all buildings have commercial certificates of occupancy.
 - K. There are several storage containers or structures on the site that appear to encroach into the setbacks. These shall be relocated so that they do not encroach into the setbacks, and their conforming location shall be shown on the Final Site Plan.
 - L. All parking areas shall be shown on the Final Site Plan and clearly marked on the site itself.
 - M. All entrances shall be subject to all DelDOT requirements.
 - N. The failure to abide by any of these conditions of approval may be grounds for termination of this Conditional Use.
 - O. The Final Site Plan shall be subject to the review and approval of the Sussex County

Planning and Zoning Commission.

Motion by Mr. Allen, seconded by Mr. Collins, and carried unanimously to recommend approval of C/U 2534 Hardscapes Jimenez, LLC, for the reasons and the conditions stated in the motion. Motion carried 4-0.

Vote by roll call: Mr. Allen – yea, Mr. Collins – yea, Mr. Passwaters – yea, Mr. Mears – yea

PLANNING & ZONING COMMISSION

HOLLY J. WINGATE, CHAIR
JEFF ALLEN
G. SCOTT COLLINS
J. BRUCE MEARS, VICE-CHAIR
JOHN PASSWATERS



Sussex County

DELAWARE
SUSSEXCOUNTYDE.GOV
302-855-7878

JAMIE WHITEHOUSE, AICP MRTPI
PLANNING & ZONING DIRECTOR

PLANNING AND ZONING AND COUNTY COUNCIL INFORMATION SHEET
Planning Commission Public Hearing Date: January 21, 2026

Application: CU 2534 Hardscapes Jimenez, LLC

Applicant: Hardscapes Jimenez, LLC
214 S Railroad Avenue
Georgetown, DE 19947

Owner: Elmer F. Jimenez
214 S Railroad Avenue
Georgetown, DE 19947

Site Location: Located on the southwest of the intersection of Morris Mill Road (S.C.R. 297) and Zoar Road (S.C.R. 48), approximately 0.6 mile east of Peterkins Road (S.C.R. 371).

Current Zoning: General Residential (GR) Zoning District

Proposed Use: Hardscape Business with an office, showroom, storage, & parking

Comprehensive Land Use Plan Reference: Existing Development Area

Councilmanic District: District 3 - Mr. Rieley

School District: Indian River School District

Fire District: Millsboro Fire Department

Sewer: Private Septic

Water: Private Well

Site Area: 3.14-acre(s) +/-

Tax Map IDs.: 234-20.00-9.01 & 11.01





Memorandum

To: Sussex County Planning Commission Members
From: Ms. Ann Lepore, Planner I
CC: Mr. Vince Robertson, Assistant County Attorney and Applicant
Date: January 14, 2026
RE: Staff Analysis for C/U 2534 Hardscape Jiminez, LLC

This memo is to provide background and analysis for the Planning Commission to consider as a part of Application C/U 2534 Hardscape Jiminez, LLC to be reviewed during the January 21, 2026, 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 IDs: 234-20.00-9.01 & 11.01

Proposal: The request is for a Conditional Use for Tax Parcels 234-20.00-9.01 & 11.01 to allow for an office, showroom, storage and parking to be located in a General Residential (GR) District. The property is lying southwest of the intersection of Morris Mill Road (S.C.R. 297) and Zoar Road (S.C.R. 48), approximately 0.6 mile east of Peterkins Road (S.C.R. 371). The parcels consist of 1.59 acres +/-.

Zoning: The Parcel is zoned General Residential (GR) District. The adjacent parcels to the south are zoned General Resident (GR) District. The adjacent parcels to the east, north, and west are zoned Agricultural Residential (AR-1) District.

Future Land Use Map Designation w/in Comprehensive Plan: The subject property is located within the "Existing Development Area" as outlined in the Sussex County's 2018 Comprehensive Plan. The adjacent parcels to the south are located within the Existing Development area and the adjacent parcels to the east, north, and west are in the "Low Density Area" as outlined in the Sussex County's 2018 Comprehensive Plan.

Existing Development Areas consists of primarily of existing residential development under the current General Residential and Medium Density Residential zoning districts, as well as some commercial uses. These areas are scattered throughout the County. These areas are surrounded by Low Density Areas, and this particular classification is simply being used to identify these existing scattered zoning areas that have no direct relation to their surrounding zoning and/or the Future Land Use Map. (Sussex County Comprehensive Plan 4-17).

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 “Existing Developing Area.” All adjacent 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).

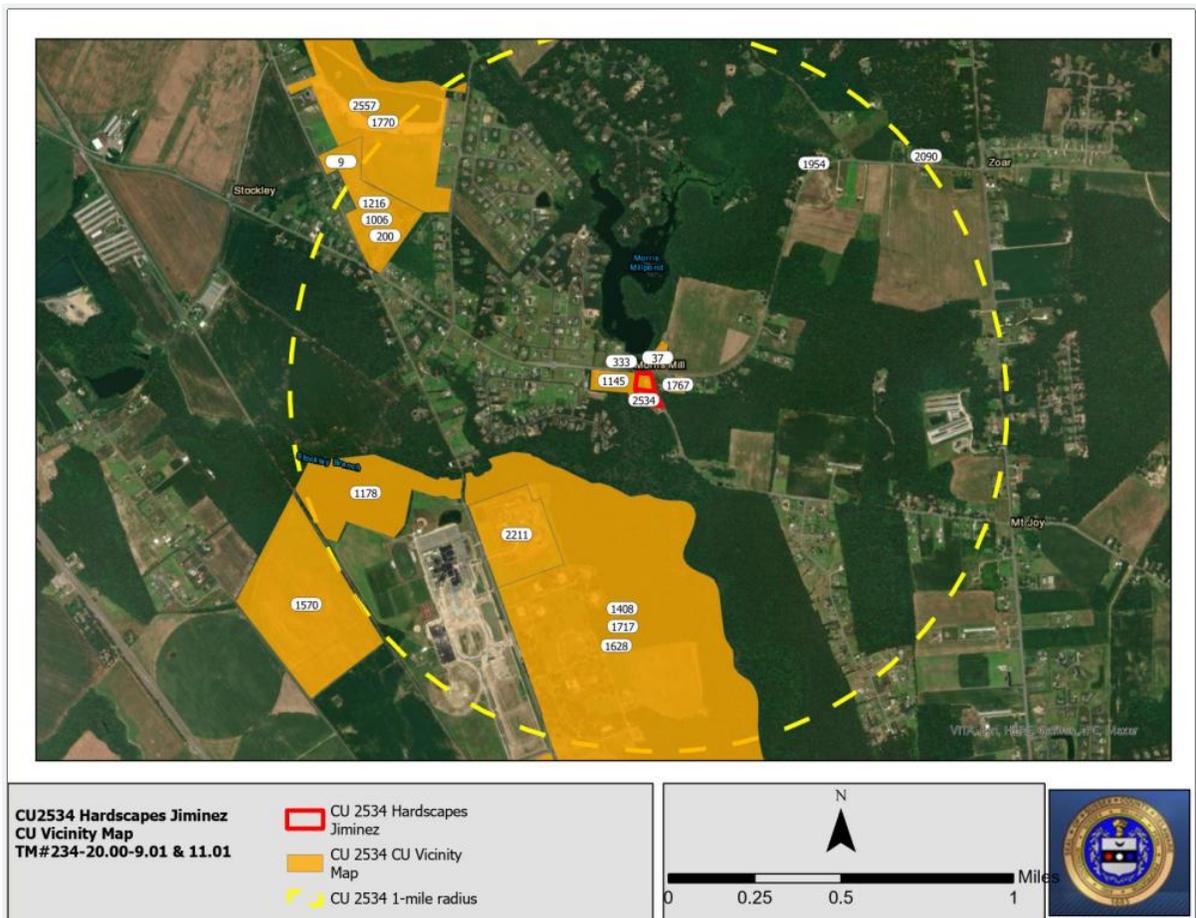
Further Site Considerations:

- **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):** N/A
- **Forested Areas:**
- **Wetlands Buffers/Waterways:**
- **Other Site Considerations (ie: Flood Zones, Tax Ditches, Groundwater Recharge Potential, etc.):** The site is not located in a Wellhead Protection Area.

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 nineteen (19) Conditional Use Applications within a 1-mile radius of the Application Site.

CU No.	APPLICANT	Proposed Use	CC Date	CC Decision	Ord. No.
9	R Dale Short	Manufactured home park/Fish Hook	4/27/1971	Approved	
37	Merrill G Calloway	Manufactured home park	1/4/1972	Approved	
200	R Dale Short	Extend Manufactured Home Park	4/9/1974	Approved	
333	Preston L. McIlvaine Inc.	Office Warehouse & Retail Sales	4/13/1976	Approved	
1006	Briggs Enterprises, Inc.	14 Lot Expansion of Existing MHP	8/17/1992	Approved	852
1145	Preson Louis McIlvaine	Professional services & repairs	2/13/1996	Approved	1078
1178	Delaware Commission of Veterans	Cemetery	5/13/1997	Approved	1134
1216	Briggs Family Enterprises	25 Lot Expansion to MHP	12/30/1997	Approved	1200
1408	Indian River School District(Stockley	Public school	7/24/2001	Approved	1481
1570	Mountaire (Colony Tract)	Biosolids from wastewater treatment		Withdrawn	
1628	State of Delaware	Government Building	6/14/2005	Approved	1782
1717	State of Delaware Division of Facilities	State Health Care Facility	12/5/2006	Approved	1880
1767	Advanced Fiberglass Tech.	Boat Repair	2/10/2009	Approved	2030
1770	Stockley Materials, LLC	Borrow Pit Expansion	4/21/2009	Approved	2045
1954	Robert A. Hermanson	Commercial/Retail Shop (Handcrafted Fur	2/5/2013	Approved	2293
2090	Edgar Reyes Hernandez	Shop for painting business and storage	10/10/2017	Approved	2525
2211	Indian River School District	Special Needs School	3/17/2020	Approved	2711
2534	Hardscapes Jiminez, LLC	Small Business with Office, Showroom, Commercial Inv		Pending	
2557	Stockley Materials, LLC	Preparation, Processing & Material Storage in relation t		Pending	



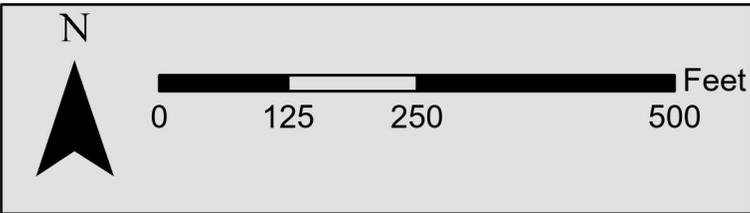
Based on the analysis of the land use, surrounding zoning and uses, a Conditional Use Application to allow for a landscaping business and associated site improvements, subject to considerations of scale and impact, could be considered as being consistent with the land use, area zoning and surrounding uses.



State of Delaware, Maxar, Microsoft, VITA, Esri, HERE, Garmin, IPC

CU 2534 Hardscapes Jiminez, LLC
Aerial Map
TM# 234-29.00-9.01 & 11.01

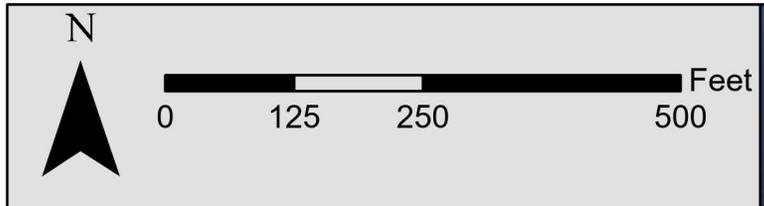
 Hardscapes Jiminez,
LLC





CU 2534 Hardscapes Jiminez, LLC
Street Map
TM# 234-29.00-9.01 & 11.01

 Hardscapes Jiminez,
LLC

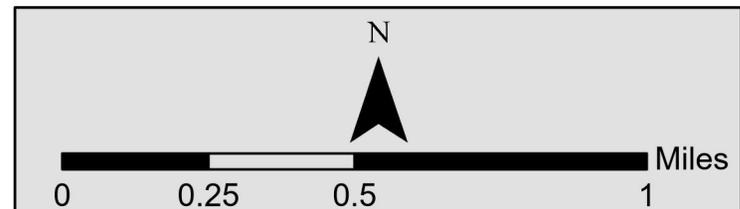




- Hardscapes Jimenez, LLC**
- Zoning**
- Agricultural Residential - AR-1
 - Agricultural Residential - AR-2
 - Medium Residential - MR
 - General Residential - GR
 - High Density Residential - HR-1
 - High Density Residential - HR-2
 - Vacation, Retire, Resident - VRP
 - Commercial Residential - CR-1
 - 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 2534 Hardscapes Jimenez, LLC
Zoning Map
TM# 234-20.00-9.01 & 11.01**

Hardscapes Jimenez, LLC



Introduced: 3/4/25

Council District 5: Mr. Rieley
Tax I.D. No.: 234-20.00-9.01 & 11.01
911 Address: N/A & 25064 Morris Mill Road, Millsboro

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A GR GENERAL RESIDENTIAL DISTRICT FOR A HARDSCAPE BUSINESS WITH AN OFFICE, SHOWROOM, STORAGE, AND PARKING TO BE LOCATED ON CERTAIN PARCELS OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 3.14 ACRES, MORE OR LESS

WHEREAS, on the 4th day of June 2024, a Conditional Use application, denominated Conditional Use No. 2534 was filed on behalf of Hardscapes Jimenez, 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. 2534 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. 2534 as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece, or parcels of land, lying and being situate in Indian River Hundred, Sussex County, Delaware, and lying southwest of the intersection of Morris Mill Road (S.C.R. 297) and Zoar Road (S.C.R. 48), approximately 0.6 mile east of Peterkins Road (S.C.R. 371) and being more particularly described in the attached legal description prepared by The Smith Firm, LLC and Aleman & Associates Attorneys At Law said parcels containing 1.59 acres, more or less and 1.55 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.

JAMIE WHITEHOUSE, AICP
DIRECTOR OF PLANNING & ZONING
(302) 855-7878 T
pandz@sussexcountyde.gov



Sussex County

DELAWARE
sussexcountyde.gov

Memorandum

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

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

CC: Everett Moore, County Attorney

Date: February 19, 2026

RE: County Council Report for C/U 2538 filed on behalf of Jeffrey Baughman

The Planning and Zoning Department received an application (C/U 2538 filed on behalf of Jeffrey Baughman) for a Conditional Use for a professional office in an AR-1 Agricultural Residential District. The property is located at 8848 September Way, Lincoln. The parcel size is 10.48 ac. +/-

The Planning & Zoning Commission held a Public Hearing on the application on January 21, 2026. At the meeting of February 4, 2026, the Planning & Zoning Commission recommended approval of the application for the 5 reasons and subject to the 7 recommended conditions of approval as stated within the motion (copied below).

Below are the minutes from the Planning & Zoning Commission meetings of January 21, 2026, and February 4, 2026.

Minutes of the January 21, 2026, Planning & Zoning Commission Meeting

C/U 2538 Jeffrey Baughman

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. The property is 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). 911 Address: 8848 September Way, Lincoln. Tax Map Parcel: 230-5.00-6.00.



COUNTY ADMINISTRATIVE OFFICES
2 THE CIRCLE | PO BOX 417
GEORGETOWN, DELAWARE

Mr. Whitehouse advised the Commission that submitted into the record were the Applicant's Conceptual Site Plan, the Applicant's Exhibits, the Staff Analysis, the DelDOT Service Level Evaluation Response letter, and a letter received from the Sussex County Engineering Department's Utility Planning Division. Mr. Whitehouse advised the Commission that no public comments had been received regarding the application.

The Commission found that Mr. Jeffrey Baughman spoke on behalf of his application. Mr. Baughman stated that the property consists of 10.5 acres; that currently it is being used as an Equine Assisted Psychotherapy facility; that they provide assisted psychotherapy and learning, where they incorporate horses into a traditional talk therapy kind of model; that they are proposing to convert the four bedroom house into four office spaces for the therapist, when needed or during weather conditions; that they currently operate Monday through Friday from 9:00 am until 5:00 pm; that on rare occasions, they have lessons on the farm that lasts until 7:00 pm; that for the four proposed office spaces, everyone is proposed to be out of the house by 5:00 pm; that the site is approximately 600 feet west of Fitzgeralds Auto Salvage; that September Way is accessed off of Fitzgeralds Road; that there is someone who sells homegrown produce up the road, and Bob's Auto Body is located approximately 1,000 feet down the road from the site.

Mr. Allen questioned whether Mr. Baughman anticipated any further construction at the site.

Mr. Baughman stated the does not propose any further construction on the site; that they recently built an accessory dwelling unit, where his daughter is currently residing, and if the current Conditional Use requested is approved, that is where he and his wife plan to reside.

Mr. Robertson stated that it sounded as if the majority of the use would be considered agricultural, and the request for office space is ancillary to the existing agricultural use, and therefore not expanding the existing use.

Mr. Baughman stated that the program is unique; that they do not perform therapeutic riding; that all of their work is groundwork; that they invite the horses into a traditional talk therapy model, which is brought out onto a field; that a licensed mental health professional is present, along with an equine specialist with the horses; that the horses become metaphoric in a persons journey working toward treatment goals, and the addition of the office space will not increase traffic onto the property, it will simply allow them more space for what they are currently doing.

The Commission found that there was no one present who wished to speak in support of or in opposition to the Application.

Upon there being no further questions, Madam Chair Wingate closed the public hearing.

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

In relation to C/U 2538 Jeffrey Baughman. Motion by Mr. Collins to defer action for further consideration, seconded by Mr. Allen and carried unanimously. Motion carried 4-0.

Minutes of the February 4, 2026, Planning & Zoning Commission Meeting

The Commission discussed the application, which had been deferred since January 21, 2026.

Mr. Passwaters stated that he was absent at the January 7, 2026, Commission meeting; however, he had watched the broadcast, reviewed the record, and therefore was prepared to vote.

Mr. Passwaters moved that the Commission recommend approval of Conditional Use No. 2538 for Jeffrey Baughman, a Professional Office, based upon the record made during the public hearing and for the following reasons:

1. This application seeks to allow the conversion of the existing home on the property into a professional office. The site is currently used as a horse farm where the horses are used in equine-assisted psychotherapy. This conditional use is in furtherance of the predominantly agricultural use of the property.
2. The property is located along Fitzgerald's Road near the intersection with Route 113. It is in an area where other business and commercial uses exist, including the large Fitzgerald's Auto Salvage operations. This location is appropriate for this use as a small professional office associated with the equine facility.
3. The Applicant has stated that the office will primarily be used for operations that already occur on the site. This office will simply allow a more organized and efficient operation of the equine facility and the therapy services that occur there.
4. There is no evidence in the record that the use would have any adverse effect on area roadways or neighboring properties.
5. No parties appeared in opposition to the application.
6. This recommendation is subject to the following conditions:
 - A. The use shall be limited to use as a professional office that is ancillary to the agricultural and equine psychotherapy uses of the property.
 - B. One lighted sign shall be permitted. It shall not exceed 32 square feet per side.
 - C. The applicant shall comply with any DelDOT entrance and roadway improvement requirements.
 - D. Parking areas for all vehicles associated with the office use shall be shown on the Final Site plan and clearly marked on the site itself. No parking shall be allowed in the front yard setback.
 - E. The hours of operation shall be limited to 9:00 a.m. until 7:00 p.m., Monday through Friday.
 - F. Failure to comply with these conditions may result in the revocation of the Conditional Use approval.
 - G. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning and Zoning Commission.

Motion by Mr. Passwaters, seconded by Mr. Collins and carried unanimously to recommend approval of C/U 2538 Jeffrey Baughman, for the reasons and the conditions stated in the motion. Motion carried 4-0.

County Council Report for C/U 2538 – Jeffrey Baughman

Vote by roll call: Mr. Passwaters – yea, Mr. Collins – yea, Mr. Allen – yea, Mr. Mears – yea



Memorandum

To: Sussex County Planning Commission Members
From: Ann Lepore, Planner I
CC: Mr. Vince Robertson, Assistant County Attorney and Applicant
Date: January 14, 2026
RE: Staff Analysis for C/U 2538 Jeffrey Baughman

This memo is to provide background and analysis for the Planning Commission to consider as a part of Application C/U 2538 Jeffrey Baughman to be reviewed during the January 21, 2026, 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: 230-5.00-6.00

Proposal: The request is for a Conditional Use for Tax Parcel 230-5.00-6.00 to allow for a Professional Office on a parcel lying on the east and west side of the private lane, September Way located on the south side of Fitzgeralds Road (S.C.R. 207), approximately 677 feet west of DuPont Boulevard (Route 113). The parcel is comprised of 10.48 acres +/-.

Zoning: The Parcel is zoned Agricultural Residential (AR-1) District. The adjacent parcels to the north, west, and south are zoned Agricultural Residential (AR-1) District. The adjacent parcel to the east is zoned Heavy Industrial (HI-1) District.

Future Land Use Map Designation w/in Comprehensive Plan: Coastal 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 south and west of the subject site contain the Future Land Use Map designation of "Low Density Area". The properties to the east and north contain the Future Land Use Map designation of "Industrial 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 parcels are not within the Henlopen Transportation Improvement District.
- **Forested Areas:** N/A
- **Wetlands Buffers/Waterways:** N/A
- **Other Site Considerations (ie: Flood Zones, Tax Ditches, Groundwater Recharge Potential, etc.):** N/A

Based on the analysis of the land use, surrounding zoning and uses, a Conditional Use Application to allow for a Professional Office, 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: Since 2011, there have been twenty-five (25) Conditional Use applications within a 1-mile radius of the application site.

CU No.	APPLICANT	Zoning	Proposed Use	CC Date	CC Decision	Ord. No.
166	David Wilson	AR-1	Sales of farm equipment, snack	10/9/1973	Approved	
397	Dillard Winstead	AR-1	Guitar repair, arts & crafts & refi	2/1/1977	Approved	
503	Sylvia & Norman Williamson	AR-1	Refinish furniture in a mobile ho	12/5/1978	Approved	
551	Richard and Virginia Roop	AR-1	Automobile sales & repair shop	10/23/1979	Approved	
669	Paradee Oil Co		Oil bulk plant		Denied	
672	David Wilson	AR-1	Furniture sales /car sales	7/6/1982	Approved	
680	Richard Johnson & Son Inc	AR-1	Clerical office	6/1/1982	Approved	
682	Flossie Jefferson	AR-1	Flea market	6/1/1982	Approved	
703	Peninsula Oil Co.	AR-1	Expand petroleum sales storage	1/17/1984	Approved	
779	R. Calvin Clendaniel	AR-1	Architect office	2/14/1984	Approved	
929	Samuel J. Passwaters III	AR-1	woodworking shop	3/27/1990	Approved	669
1154	Michael D. Swain	AR-1	Office/apartment		Withdrawn	
1649	Ronald W. Morgan	AR-1	Garage & parking of trucks & tra	9/12/2006	Denied	
1809	Curtis McDonald	AR-1	Produce/meats/butcher	2/2/2010	Approved	2100
1876	Douglas R. Morgan	AR-1	Auto repair	1/4/2011	Approved	2172
1880	Ellendale Vol. Fire Dept., Inc.	AR-1	Fire company substation	1/4/2011	Approved	2174
1892	Revocable Trust of Donald F. Claycomb	AR-1	Investment/Insurance Office	6/7/2011	Approved	2198
2032	Guillermo Vasquez t/a F & N	AR-1	Construction company office, ec	12/8/2015	Denied	
2144	William Caldwell	AR-1	Tree company operation	10/30/2018	Approved	2611
2205	Frank Passwaters	AR-1	Auto-motorcycle repair	2/18/2020	Approved	2707
2298	Freeman Solar, LLC	AR-1, GR &	Solar Farm - to include 75 MW A	6/14/2022	Approved	2864
2347	TPE DE SU94, LLC	AR-1	Community Solar Facility	6/20/2023	Approved	2933
2423	Jennifer C. Attix	AR-1	Commercial Kitchen (for takeou	7/18/2023	Approved	2940
2498	Curtis McDonald	AR-1	Retail Sales, Professional office, food service		Withdrawn	
2538	Jeffrey Baughman	AR-1	Professional Office		Pending	



CU2538 Jeffrey Baughman
CU Vicinity Map
TM#230-5.00-6.00

-  CU 2538 Jeffrey Baughman
-  CU 2538 CU Vicinity Map
-  CU 2538 1-mile radius

N



0 0.25 0.5 1 Miles



PLANNING & ZONING COMMISSION

HOLLY J. WINGATE, CHAIR
JEFF ALLEN
G. SCOTT COLLINS
J. BRUCE MEARS, VICE-CHAIR
JOHN PASSWATERS



Sussex County

DELAWARE
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302-855-7878

JAMIE WHITEHOUSE, AICP MRTPI
PLANNING & ZONING DIRECTOR

PLANNING AND ZONING AND COUNTY COUNCIL INFORMATION SHEET
Planning Commission Public Hearing Date: January 21, 2026

Application: CU 2538 Jeffrey Baughman

Applicant: Jeffrey Baughman
8848 September Way
Lincoln, DE 19960

Owner: Jeffrey & Rosemary Baughman
8848 September Way
Lincoln, DE 19960

Site Location: Located on the east and west side of the private lane, September Way located on the south side of Fitzgeralds Road (S.C.R. 207), approximately 677 feet west of DuPont Boulevard (Route 113).

Current Zoning: Agricultural Residential (AR-1) Zoning District

Proposed Use: Professional Office

Comprehensive Land Use Plan Reference: Low Density Area

Councilmanic District: District 4 - Mr. McCarron

School District: Milford School District

Fire District: Ellendale Volunteer Fire Company

Sewer: Private Septic

Water: Private Well

Site Area: 10.48-acre(s) +/-

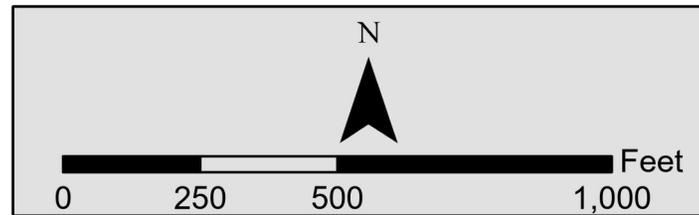
Tax Map IDs.: 230-5.00-6.00

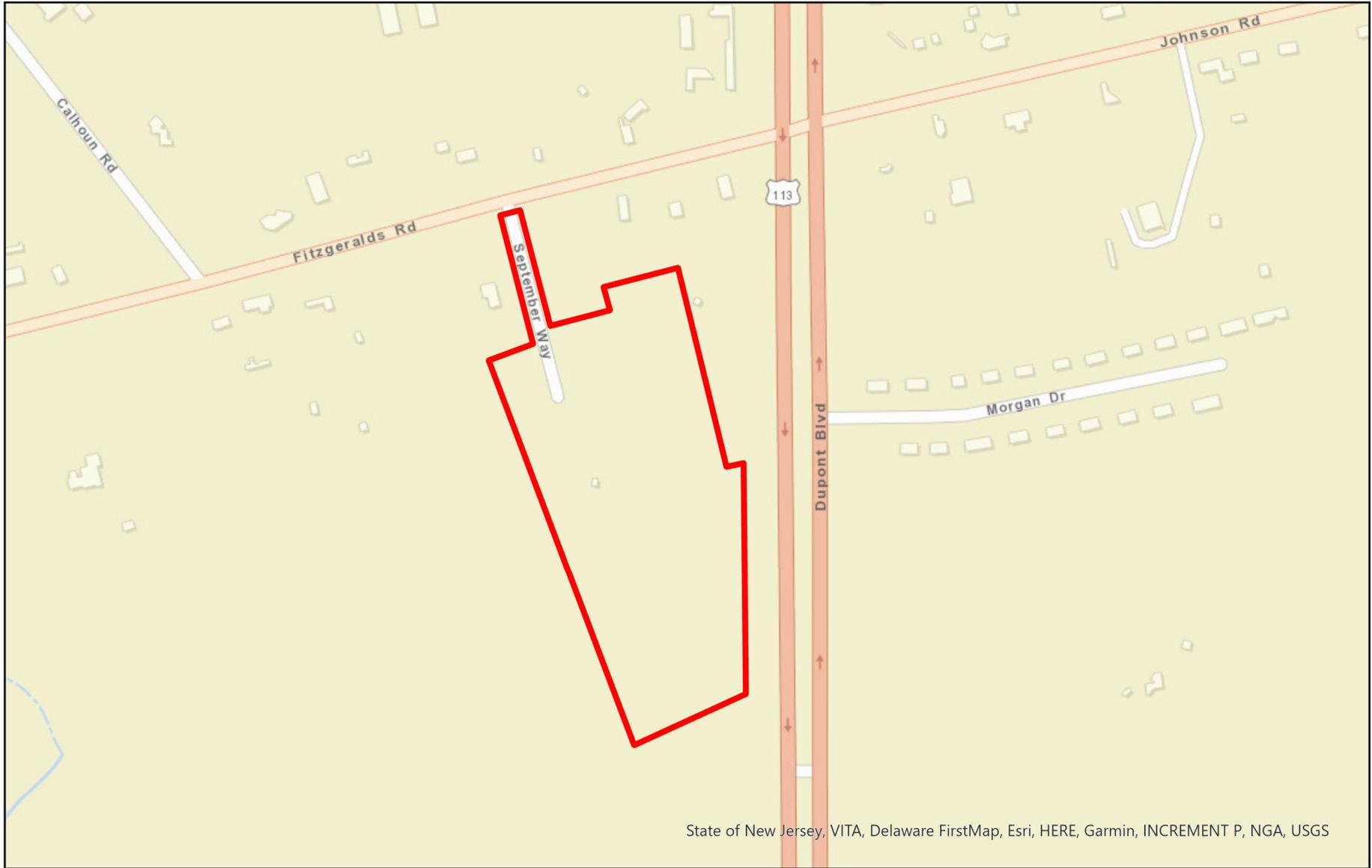




CU 2538 Jeffrey Baughman
Aerial Map
TM# 230-5.00-6.00

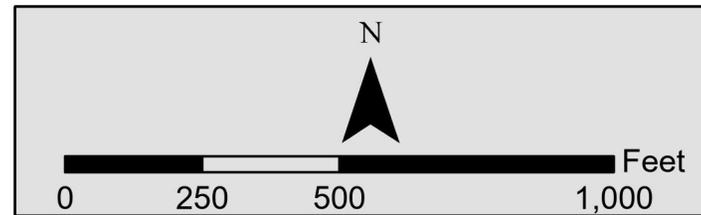
 CU 2538 Jeffrey Baughman

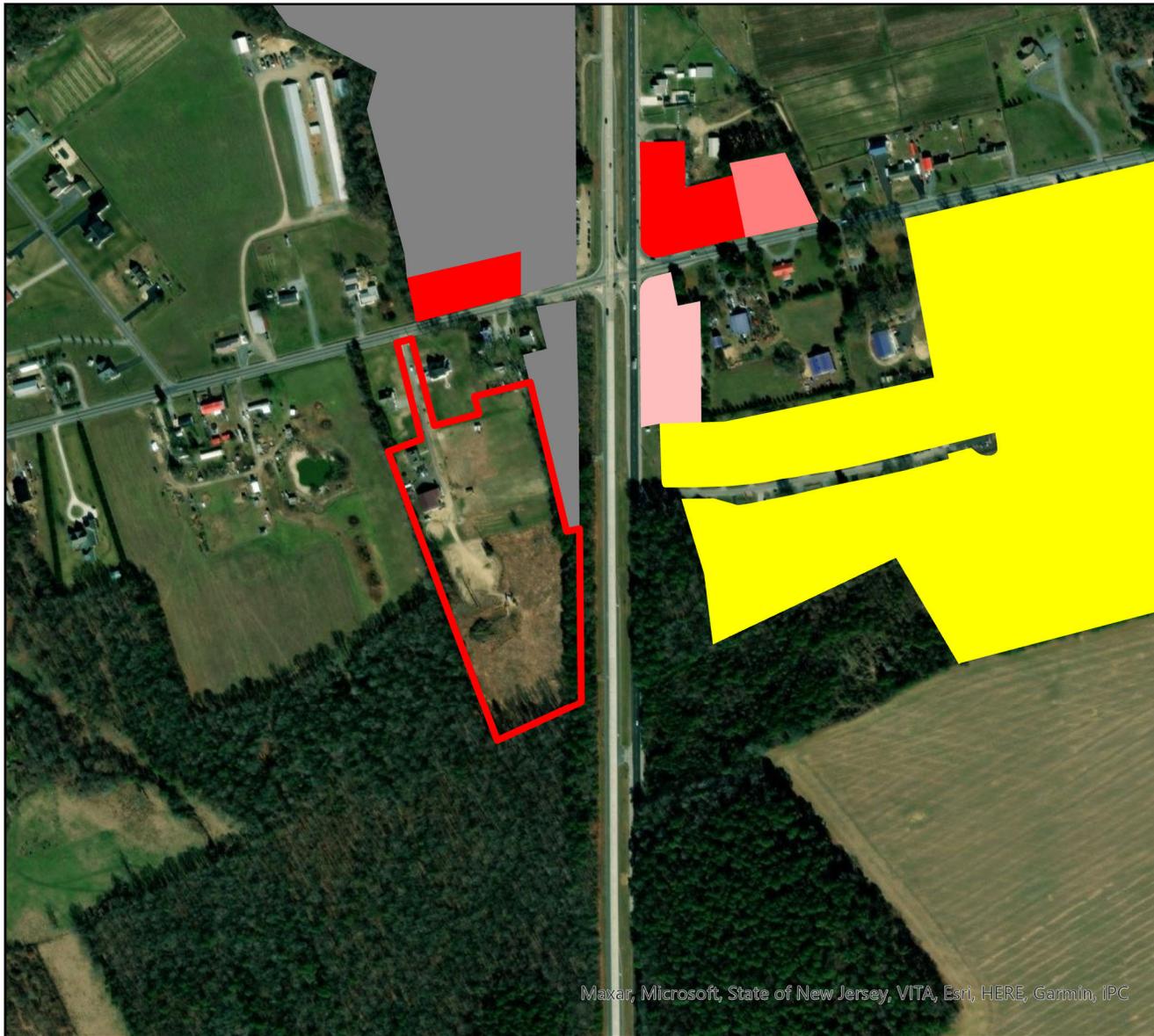




CU 2538 Jeffrey Baughman
Aerial Map
TM# 230-5.00-6.00

 CU 2538 Jeffrey Baughman





Maxar, Microsoft, State of New Jersey, VITA, Esri, HERE, Garmin, iPC

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 2538 Jeffrey Baughman
Zoning Map
TM# 230-5.00-6.00

CU 2538 Jeffrey Baughman

N

Feet

0 250 500 1,000



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: February 19, 2026

RE: County Council Report for C/U 2612 filed on behalf of Brian P. Lessard

The Planning and Zoning Department received an application (C/U 2612 filed on behalf of Brian P. Lessard) for a Conditional Use to amend Condition A of Conditional Use No. 2129 in an AR-1 Agricultural Residential District. The property is located at 22692 & 22754 Argos Corner Road, Milford. The parcel size is 11.70 ac. +/-

The Planning & Zoning Commission held a Public Hearing on the application on January 21, 2026. At the meeting of February 4, 2026, the Planning & Zoning Commission recommended approval of the application for the 7 reasons and subject to the recommended revised condition wording as stated within the motion (copied below).

Below are the minutes from the Planning & Zoning Commission meetings of January 21, 2026, and February 4, 2026.

Minutes of the January 21, 2026, Planning & Zoning Commission Meeting

C/U 2612 Brian P. Lessard

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A GR GENERAL RESIDENTIAL DISTRICT AND AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO AMEND CONDITION "A" OF CONDITIONAL USE NO. 2129 (ORDINANCE NO. 2603) AND CONDITIONAL USE NO. 2235 (ORDINANCE NO. 2773) AND FOR THE ADDITION OF 41 RV PARKING SPACES TO THE EXISTING MINI STORAGE FACILITY TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 11.70 ACRES, MORE OR LESS. The property is lying



on the southeast corner of Argos Corner Road (S.C.R. 14E) and Coastal Highway (Route 1). 911 Address: 22692 & 22754 Argos Corner Road, Milford. Tax Map Parcel: 230-7.00-95.00.

The Commission found that Mr. James Fuqua, Esq. with Fuqua, Willard & Schab, P.A. spoke on behalf of the Applicant, Mr. Brian Lessard with Lessard Builders, who also was also present. Mr. Fuqua stated that on October 2, 2018, the Sussex County Council approved Conditional Use No. 2129, for a self-storage facility; that the self-storage facility fronts Argos Corner Road, and Route 1; that the approval was subject to imposed Conditions A through O; that has the Planning Commission had also recommended approval of the application; that the facility was constructed, opened for business, and had been operating successfully since that time; that in addition to the self-storage buildings, the Applicant had also requested 80 parking spots for the storage of RVs and boats; that this request was approved, and made as a Condition of Approval; that there had been a greater demand for RV storage spaces than the Applicant had planned; that the approved 80 storage spaces are used up, and there was a significant waiting list for the spaces; that currently, the Applicant proposes to create 41 additional parking storage spaces, which would increase the total of parking storage spaces from 80 to 121; that the new spaces would be located along the fence line, where the existing spaces are, and would not in any way interfere with the vehicle movement on the site; that there are updated, No Objection letters, placed in the record from the State Fire Marshal's office, DelDOT and the Sussex Conservation District; that he requested to submit an Applicant Exhibit into the record; that currently the Applicant is requesting to amend Conditions A and J(5), to delete the number 80 and replaced it with 121 parking storage spaces, for an increased of 41 spaces; that everything else in the Conditions would remain the same, and the proposed use is basically the existing use, just requesting an expansion.

Mr. Collins questioned whether the requested additional parking spaces fall into any of the building setbacks.

Mr. Lessard stated that all parking is within the building setback areas, and they do not plan to go outside of those areas.

The Commission found that there was no one present who wished to speak in support of or in opposition to the Application.

Upon there being no further questions, Madam Chair Wingate closed the public hearing.

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

In relation to C/U 2612 Brian P. Lessard. Motion by Mr. Collins to defer action for further consideration, seconded by Mr. Allen, and carried unanimously. Motion carried 4-0.

Minutes of the February 4, 2026, Planning & Zoning Commission Meeting

The Commission discussed the application, which had been deferred since January 21, 2026.

Mr. Passwaters stated that he was absent at the January 7, 2026, Commission meeting; however, he had watched the broadcast, reviewed the record, and therefore was prepared to vote.

Mr. Collins moved that the Commission recommend approval of Conditional Use No. 2612 for Brian P. Lessard to amend Conditions “A” of Conditional Use No. 2129 (Ordinance No. 2603) and Conditional Use No. 2235 (Ordinance No. 2773) to allow 41 additional RV parking spaces to the existing mini-storage facility based upon the record made during the public hearing and for the following reasons:

1. Conditions A. previously limited the number of RV parking spaces to 80. This Application seeks to expand that to allow a total of 121 spaces within the existing mini-storage facility.
2. There is a need for the additional spaces, and the Applicant has stated that the existing spaces are at capacity. There are many residential developments in Sussex County that prohibit the storage or parking of RVs within them. This minor expansion of the existing use is an appropriate, convenient location that addresses the need for additional off-site storage of RVs.
3. The minor expansion of the existing use will not have a substantial impact upon area roadways.
4. This minor expansion will not have an adverse impact upon the neighboring properties or community.
5. The use as an RV storage facility is of a public or semi-public character and is desirable for the general convenience and welfare of residents in this area of Sussex County.
6. No parties appeared in opposition to this Application.
7. For all of these reasons, it is appropriate to amend Conditions “A” of Conditional Use No. 2129 (Ordinance No. 2603) and Conditional Use No. 2235 (Ordinance No. 2773) to delete “80” and substitute “121” in its place to allow 41 additional RV parking spaces.

Motion by Mr. Collins, seconded by Mr. Allen, and carried unanimously to recommend approval of C/U 2612 Brian P. Lessard, for the reasons and the conditions stated in the motion. Motion carried 4-0.

Vote by roll call: Mr. Collins – yea, Mr. Passwaters – yea, Mr. Allen – yea, Mr. Mears – yea

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



Sussex County

DELAWARE
sussexcountyde.gov

Memorandum

To: Sussex County Planning and Zoning Commission Members
From: Mrs. Lauren Cecchine, AICP, Planning & Zoning Manager
CC: Mr. Vince Robertson, Assistant County Attorney and Applicant
Date: December 8th, 2025
RE: Staff Analysis for C/U 2612 Brian P. Lessard, Lessard Builders, 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 C/U 2162 Brian P. Lessard, Lessard Builders Inc. to be reviewed during the January 21st, 2026, 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: 230-7.00-95.00

Proposal: The request is for a Conditional Use filed on behalf of Brian P. Lessard, Lessard Builders, Inc. for Tax Parcel: 230-7.00-95.00 to amend Condition “A” of Conditional Use No. 2129 (Ordinance No. 2603) and Conditional Use No. 2235 (Ordinance No. 2773).

Chapter 115, Section 222(B) of the Sussex County Code provides that, “*Any amendment to a condition imposed as part of a conditional use ordinance or residential planned community ordinance shall be treated the same as a new application.*” Therefore, any amendment to a previously approved Conditional Use Application requires the submittal of an updated Conditional Use Application to the Department of Planning and Zoning.

Condition “A” of Conditional Use No. 2129 (Ordinance No. 2603) states, “*No outside storage, except for boats, trailers, campers, recreational vehicles (RVs), and vehicles shall be allowed on the premises. The number of boats, trailers, campers, recreation vehicles (RVs), and vehicles stored on the site shall not exceed 80.*”

Specifically, the amendment is for the addition of striping to create forty-one (41) parking spaces to the existing mini-storage facility to allow for a total of 121 parking spaces.

The property is lying on the southeast corner of Argos Corner Road (S.C.R. 14E) and Coastal Highway (Route 1) in Milford, Delaware.

Application Background/History: The Application is the Site of two (2) previous Conditional Use Applications. The first Application was for Conditional Use No. 2129 filed on behalf of Brian P. Lessard, Lessard Builders, Inc. to allow for the establishment of mini-storage buildings within a General Residential (GR) District. The Planning and Zoning Commission recommended approval



of the Application at its meeting of Thursday, June 14th, 2018. The Sussex County Council approved the Application at its meeting of Tuesday, October 2nd, 2018, and the change was adopted through Ordinance No. 2603, subject to twenty-one (21) Conditions of Approval.

The second Application was Conditional Use No. 2235 filed on behalf of Brian P. Lessard, Lessard Builders, Inc. to allow for an amendment to Condition “K” of the previous Conditional Use (Conditional Use No. 2129) to allow for an Electronic Message Center (EMC) on the Site, which previously required, *“One lighted sign with a maximum area of 32 square feet per side [to be] permitted”* on the site and to amend the language to state, *“Two lighted on-premises signs shall be permitted. One of the signs shall have a maximum area of 32 square feet per side, and the other shall be permitted with a maximum area of 82.75 square feet per side.”* The Planning and Zoning Commission recommended approval of the Application at its meeting of Thursday, April 8th, 2021. The Sussex County Council approved the Application at its meeting of Tuesday, June 8th, 2021, and the change was adopted through Ordinance No. 2773, subject to one (1) updated Condition of Approval of the original twenty-one (21) Conditions of Approval.

Furthermore, Staff note that while the previous Applications also included Tax Parcel IDs: 230-7.00-96.00 (0.75 acres +/-) and 230-7.00-97.00 (0.19 acres +/-), a Lot Line Consolidation Plan prepared by Minnich Engineering was approved on August 1st, 2019, and recorded at PB 288, PG 7 which consolidated these Parcels into what is now Parcel 95.00.

Zoning: The Parcel is zoned General Residential (GR) District with a small portion of the property being zoned Agricultural Residential (AR-1) on the northwest side of the Parcel at the intersection of Argos Corner Road (S.C.R. 14E) and Coastal Highway (Route 1). The parcels to the north on the opposite side of Argos Corner Road (S.C.R.14E) including the existing Taylor Marine boat sales dealership and adjacent agricultural properties are also zoned Agricultural Residential (AR-1) District.

The Parcel to the southeast of the subject property is also zoned General Residential (GR) District which includes a series of single-family residential lots. Additionally, there are ten (10) Parcels to the south on the opposite side of Coastal Highway (Route 1) along Brick Granary Road (S.C.R. 224), which are also zoned General Residential (GR) District.

Future Land Use Map Designation w/in Comprehensive Plan: Existing Development Area and Developing Area (to consist of a small area on the northwest side of the Parcel.)

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 (FLUM) in the Plan indicates that the subject property has Future Land Use Map (FLUM) designation as a Growth Area designation of “Existing Development Area,” with a small remnant in the upper northwest corner of the property having a Future Land Use Map (FLUM) designation of “Developing Area.”

As outlined in the 2018 Sussex County Comprehensive Plan, the “Existing Development Area” *“consists primarily of existing residential development under the current General Residential (GR) and Medium Density Residential (MR) Districts, as well as some commercial uses”* (2018 Sussex County Comprehensive Plan, 4-16). The Plan further notes that this designation is *“scattered*

throughout the County” and “is used to identify these existing scattered zoning areas that have no direct relation to their surrounding zoning and/or the Future Land Use Map” and that, “there is no intention to expand this land use classification” (2018 Sussex County Comprehensive Plan, 4-17).

Additionally, the Plan notes that the “Developing Areas” are *“newer, emerging growth areas that demonstrate the characteristics of developmental pressures”* and that *“portions of the Developing Areas with good road access and few nearby homes should allow for businesses and industrial parks”* (2018 Sussex County Comprehensive Plan, 4-14).

Further Site Considerations:

- **Density: N/A**
- **Open Space Provisions: N/A**
- **Agricultural Areas:** Staff note that a review of the Sussex County Online Mapping Application confirmed that the Property is within the vicinity of lands which appear to be actively farmed. Staff note that the Parcel is within the vicinity of the “Muncy Expansion” Agricultural Easement which appears to be two (2) Parcels to the northeast of the subject property on the opposite side of Argos Corner Road (S.C.R. 14E).
- **Interconnectivity:** The previously approved Final Site Plan has one (1) approved/primary commercial entrance along the eastern side of the Property on Argos Corner Road (S.C.R. 14E). Interconnectivity to adjacent Parcels is not feasible due to the existing and previously approved landscape buffer planting requirements along the adjacent residential area to the south of the subject Site. DelDOT also generally discourages direct access to Route 1 through their Corridor Capacity Preservation Program (CCPP) and encourages access from internal development streets where feasible. The DelDOT Service Level Evaluation Response Letter notes that *“the main goal of the Program is to maintain the capacity of the existing highway by minimizing and consolidating the number of direct access points on the arterial highway”* (DelDOT SLER, Pages 1-2).
- **Transportation Improvement District (TID):** The Parcel is not located within any established Transportation Improvement Districts (TIDs).

The DelDOT Service Level Evaluation Response (SLER) noted that the anticipated traffic impact of the proposed use would be “diminutive” in the context of the County’s Memorandum of Understanding (MOU) with DelDOT and that the land use would generate fewer than 50 vehicle trips per day.

- **Forested Areas:** Staff notes that the Application appears to retain all areas of existing forested portions of the Parcel.
- **Wetlands Buffers/Waterways:** Staff note that there do not appear to be indications of wetlands on the Property based on available data within the FirstMap data system in GIS.

The original Final Site Plan as approved notes that the property is impacted by approximately 0.578 acres +/- of wetlands regulated by the State of Delaware or the U.S. Army Corps of Engineers and that a Wetland Delineation was performed by Mr. Ian R. Kauffman, CPSS/SC on October 13th, 2017.

- **Other Site Considerations (ie: Flood Zones, Tax Ditches, Groundwater Recharge Potential, etc.):** The subject Property is not located within any Tax Ditch Areas and does not contain any Tax Ditches or Tax Ditch Rights-Of-Way (ROW). There are also no Wellhead Protection Areas on the subject Property.

The Property is located within Flood Zones “AE” and “X” – “0.2 Percent Annual Chance Flood Hazard” Flood Zones. These zones appear to primarily impact the northwestern and middle portions of the Parcel.

The Parcel is primarily located within an area of “Good” Groundwater Recharge Potential, with the center of the Property being located within an area of “Excellent” Groundwater Recharge Potential. (Please see the extent of this area in the Map below.)

However, Staff note that the proposal does not appear to increase the impervious surface cover of the project and only includes adding additional striping to indicate the location of the new forty-one (41) parking spaces that are proposed.

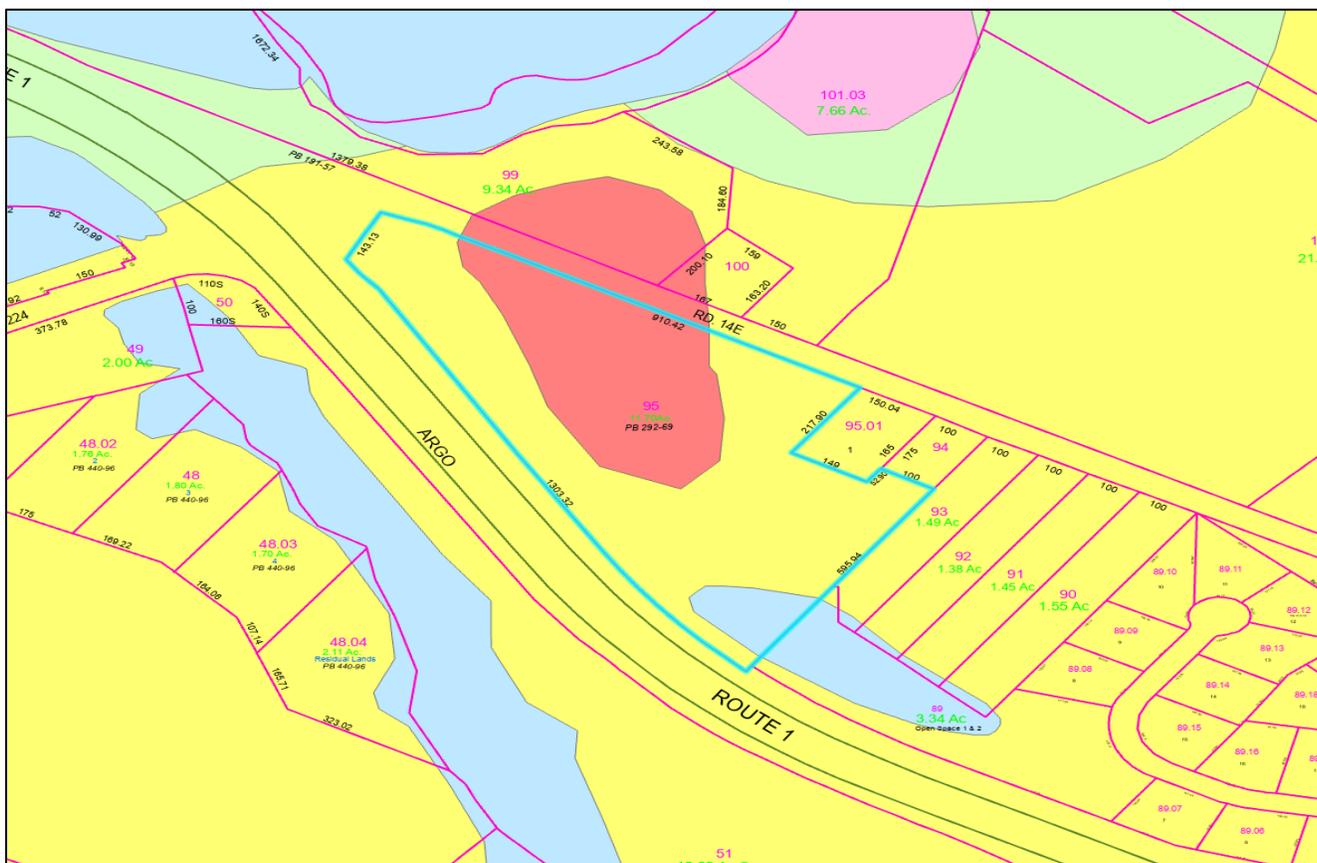


Exhibit “A” – Groundwater Recharge Potential on TMP: 230-7.00-95.00.

Existing Conditional Uses within the Vicinity of the Subject Site

Since 1970, there have been thirteen (13) Conditional Use applications within a 1-mile radius of the Application site.

The current status of those Applications are outlined below:

- **Three (3) Applications, Conditional Use No. 361 Zook for a Convenience Store, Conditional Use No. 880 Moose Lodge of Milford for a Private Club and Conditional Use No. 2281 Blue Camp DE, LLC were Withdrawn.**
- **One (1) Application, Conditional Use No. 2612 Brian P. Lessard, Lessard Builders, Inc (this Application) is currently Pending.**
- **Two (2) Applications (Conditional Use No. 637 Edward F. Klosowski for a Bait and Tackle Shop and Conditional Use No. 1510 Elmer G. Fannin were Recommended Denial by the Planning & Zoning Commission while being approved by the Sussex County Council.**
- **Ten (10) Applications (Conditional Use Nos. 1510, 1182, 1199, 1895, 637, 1607, 1818, 429, 2235 & 2129) were approved by the Sussex County Council.**
- **Two (2) Applications were previous Conditional Uses on the same property (Conditional Use No. 2129 and Conditional Use No. 2235).**

A Supplemental Table has been provided showing the approval status of all Conditional Use Applications within a 1-mile radius of the Application Site.

Conditional Use Applications w/in a 1 Mile Radius of the Application Site								
Conditional Use Number	Applicant	Tax Parcel #	Proposed Use	P&Z Decision	P&Z Decision Date	CC Decision Date	CC Decision	Ordinance Number
1510	Elmer G. Fannin	230-7.00-47.00	campground	Recommended Denial	11/6/2003	4/6/2004	Approved	1681
1182	Trustees Westley Church	230-14.00-163.00	extend cemetery	Recommended Approval	5/22/1997	6/10/1997	Approved	1143
880	Moose Lodge of Milford	330-16.00-17.00	private club	Withdrawn	N/A	N/A	Withdrawn	N/A
361	Zook	230-8.00-14.00	convenience store	N/A	N/A	N/A	Withdrawn	N/A
1199	Slaughter Neck Cemetery Inc.	230-8.00-21.02	cemetery addition	Recommended Approval	8/28/1997	9/16/1997	Approved	1175
1895	Freedom Worship Center, Inc.	230-7.00-87.00	Private School	Recommended Approval	6/9/2011	6/14/2011	Approved	2202
637	Edward F. Klosowski	230-8.00-46.00	Bait & Tackle Shop	Recommended Denial	N/A	N/A	Approved	N/A
1607	Myra Mitchell & Cliff Burris	230-8.00-44.00	painting contractor business	Recommended Approval	5/12/2005	10/25/2005	Approved	1798
1818	Memorial Volunteer Fire Company, Inc.	230-8.00-11.02	fire dept. substation	Recommended Approval	12/11/2008	1/13/2009	Approved	2025
429	Irene's Trailer Park	230-7.00-73.00	extension of an existing manufactured home park	N/A	N/A	N/A	Approved	N/A
2235	Brian P. Lessard	230-7.00-95.00	Amend Condition "K" of C.U. 2129	Recommended Approval	4/22/2021	6/8/2021	Approved	2773
2129	Brian P. Lessard, Lessard Builders, Inc.	230-7.00-95.00	Mini-Storage	Recommended Approval	6/14/2018	10/2/2018	Approved	2603
2291	Blue Camp DE, LLC	230-7.00-47.01	Expansion of the Existing Campground to include an Amenities Area for the storage of kayaks, canoes and equipment and a proposed campground sign.	Withdrawn	N/A	N/A	Withdrawn	N/A
2612	Brian L. Lessard	230-7.00-95.00	Amend Condition A of CU 2129 & 2235	PENDING APPLICATION	N/A	N/A	N/A	N/A

Exhibit "B" – Conditional Use Applications w/in a 1-Mile Radius of the Application Site

Based on the analysis provided, the Conditional Use to allow for an amendment to Condition “A” of Conditional Use No. 2129 (Ordinance No. 2603) and Conditional Use No. 2235 (Ordinance No. 2773) to allow for an additional forty-one (41) parking spaces to be striped on the Site in this location could be consistent with the surrounding land uses, zoning, and general environment given considerations of scale and impact.

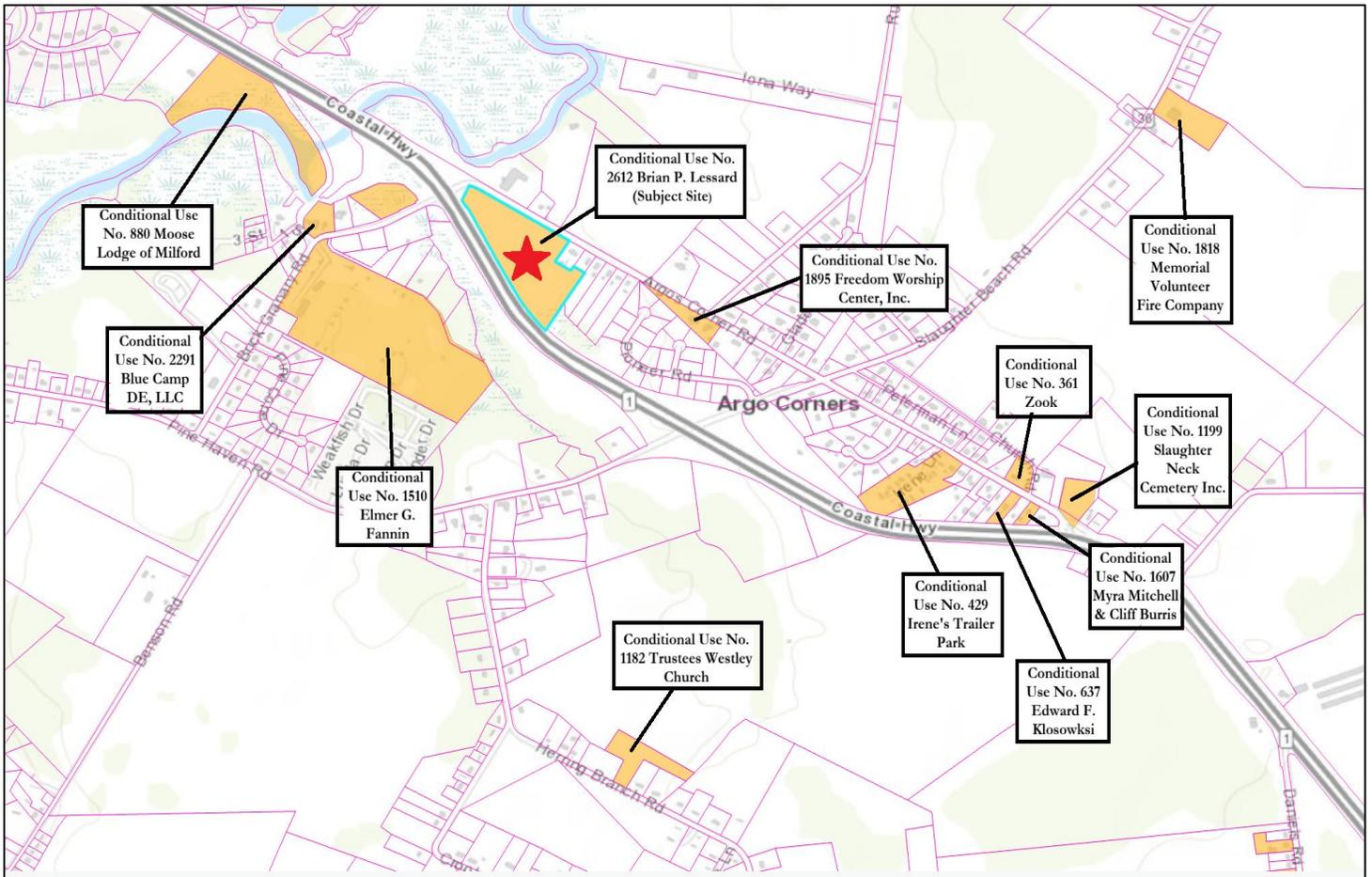


Exhibit “C” – Conditional Use Applications w/in 1-Mile Vicinity of the Application Site.

PLANNING & ZONING COMMISSION

HOLLY J. WINGATE, CHAIR
JEFF ALLEN
G. SCOTT COLLINS
J. BRUCE MEARS, VICE-CHAIR
JOHN PASSWATERS



Sussex County

DELAWARE
SUSSEXCOUNTYDE.GOV
302-855-7878

JAMIE WHITEHOUSE, AICP MRTPI
PLANNING & ZONING DIRECTOR

PLANNING AND ZONING AND COUNTY COUNCIL INFORMATION SHEET

Planning Commission Public Hearing Date: January 21st, 2026

County Council Public Hearing Date: February 24th, 2026

Application: C/U 2612 Brian P. Lessard (Argos Corner)

Applicant: Mr. Brian P. Lessard
261 East Camden-Wyoming Avenue
Camden, DE 19934

Owner: Mr. Brian P. Lessard
261 East Camden-Wyoming Avenue
Camden, DE 19934

Site Location: The property is lying on the southeast corner of Argos Corner Road (S.C.R. 14E) and Coastal Highway (Route 1) in Milford, Delaware.

Current Zoning: General Residential (GR) District & Agricultural Residential (AR-1) District

Proposed C/U: To amend Condition “A” of Conditional Use No. 2129 (Ordinance No. 2603) and Conditional Use No. 2235 (Ordinance No. 2773) and for the addition of 41 parking spaces to the existing mini-storage facility.

FLUM Reference: Existing Development Area (w/ a small area of Developing Area on the northwest side of the Parcel.)

Councilmanic District: District 3 – Jane Gruenebaum

School District: Milford School District

Fire District: Memorial Fire Department

Sewer: Tier 4 District – System Optional Areas

Water: w/in Water CPCN Area

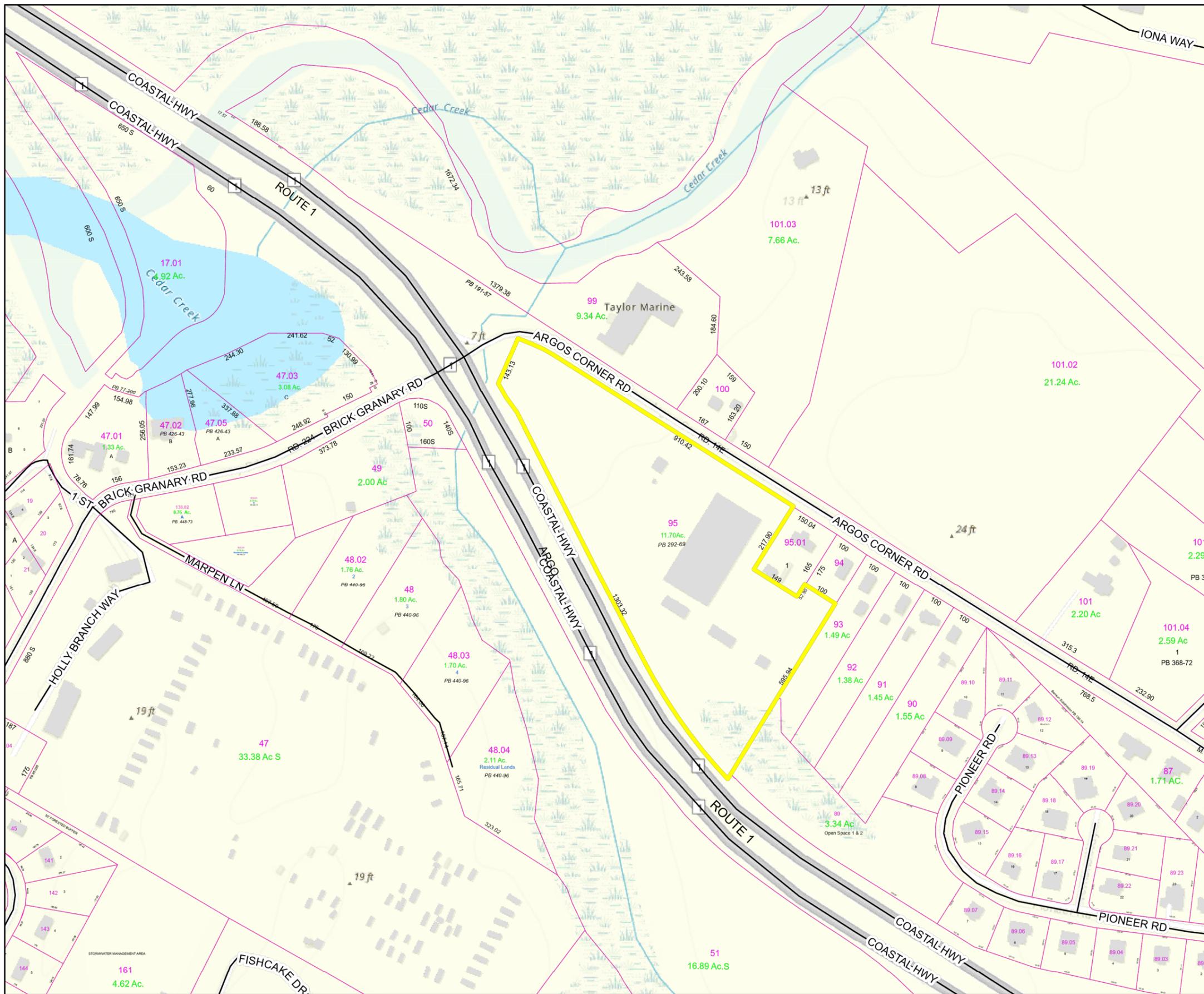
Site Area: 11.70 acres +/-

Tax Map ID: 230-7.00-95.00



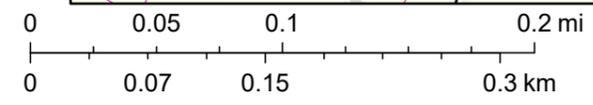


A3 Landscape Parcel Details



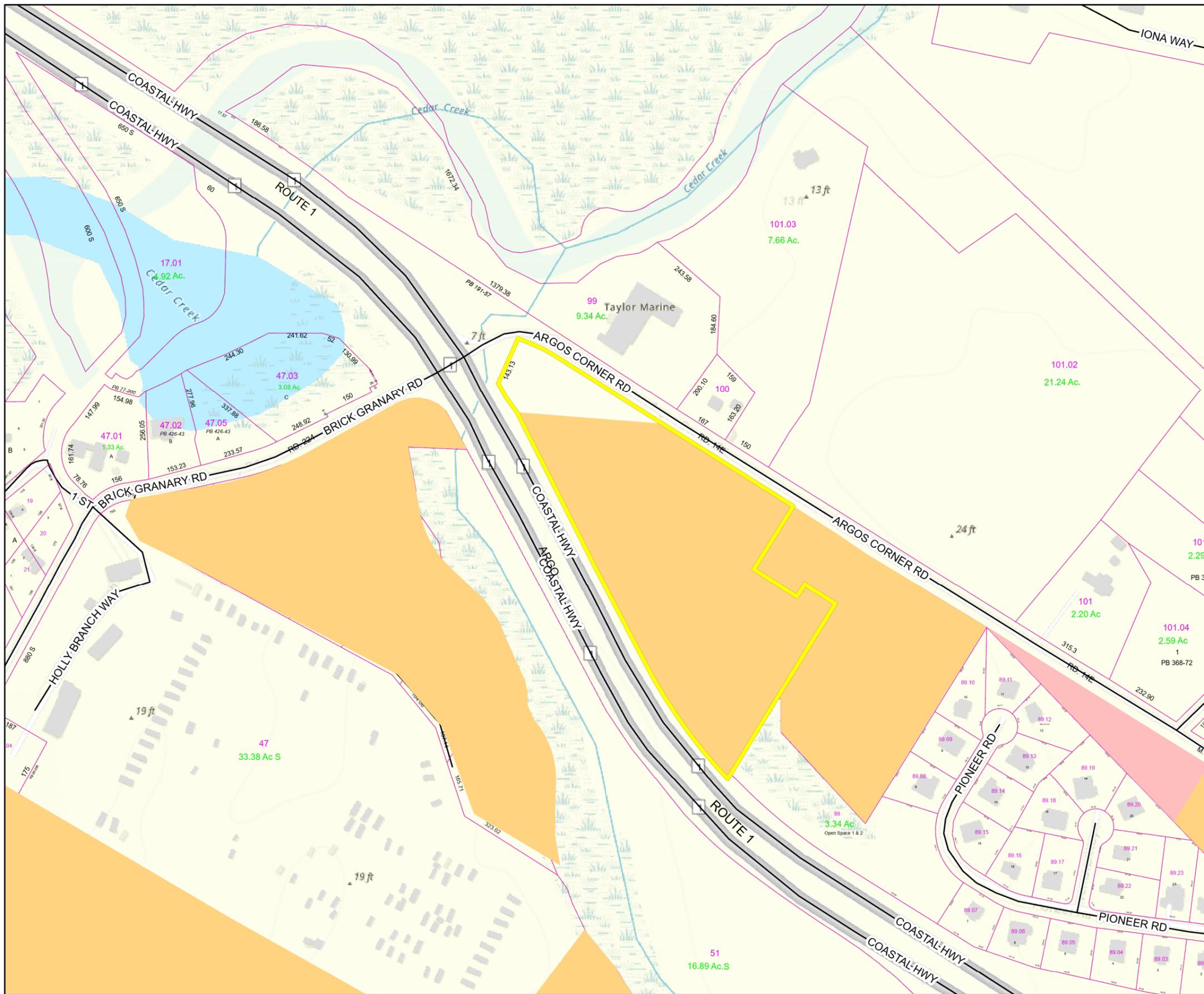
PIN:	230-7.00-95.00
Owner Name	ARGOS CORNER LLC
Book	5221
Mailing Address	261 E CAMDEN-WYOMING
City	CAMDEN
State	DE
Description	
Description 2	
Description 3	
Land Code	

- Tax Parcels
- TaxParcel
- Encumbrance
- Condo
- Streets
- County Boundaries
- GIOLandRecords.PARCELFABRIC.Condo
- Citations



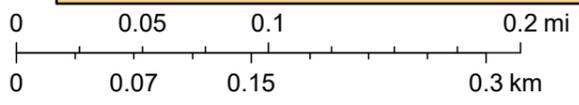


A3 Landscape Parcel Details



PIN:	230-7.00-95.00
Owner Name	ARGOS CORNER LLC
Book	5221
Mailing Address	261 E CAMDEN-WYOMING
City	CAMDEN
State	DE
Description	
Description 2	
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Land Code	

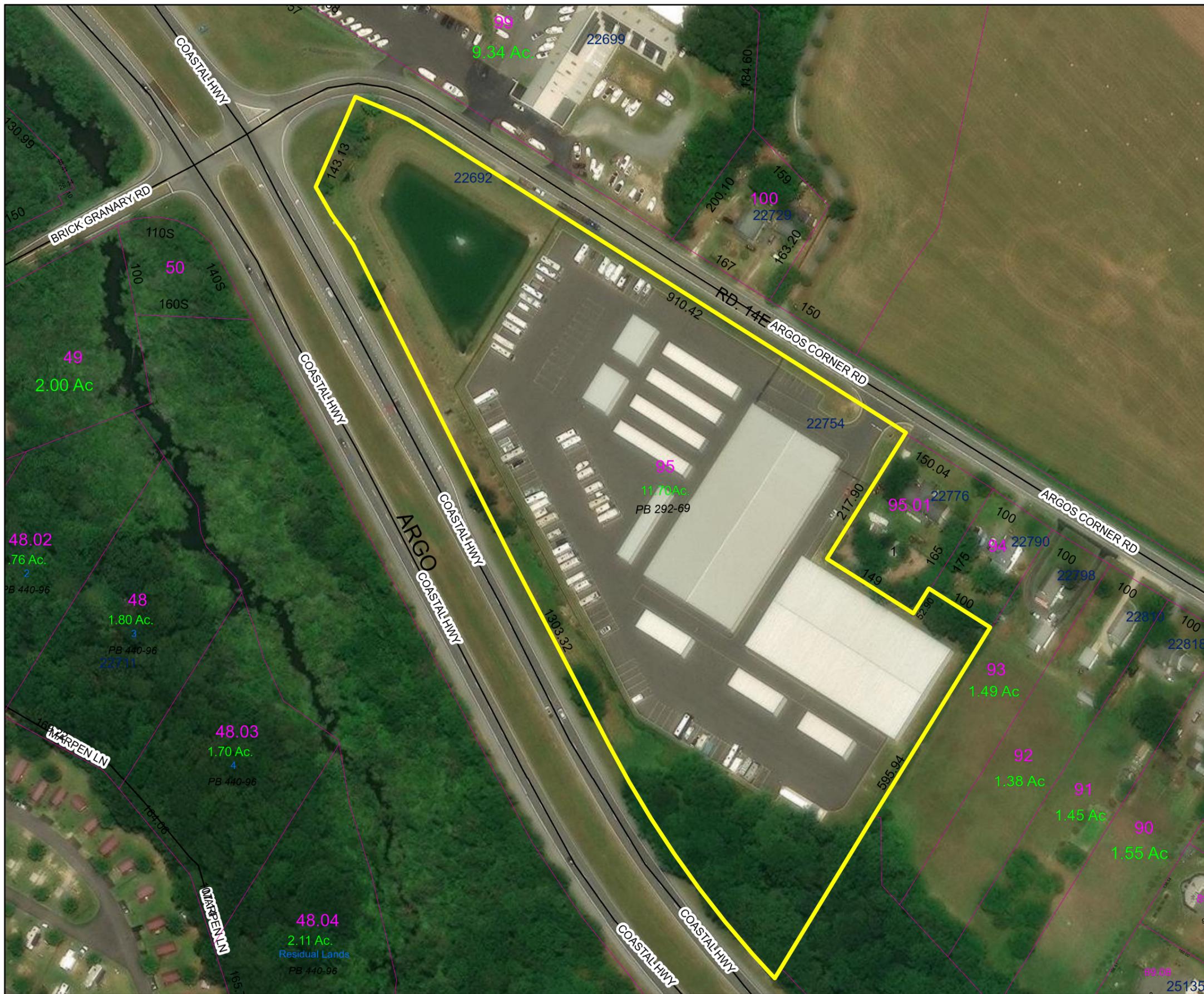
- Tax Parcels
- TaxParcel
- Encumbrance
- Condo
- Streets
- County Boundaries
- GIOLandRecords.PARCELFABRIC.Condo
- Citations



December 8, 2025

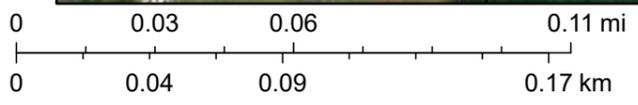


A3 Landscape Parcel Details



PIN:	230-7.00-95.00
Owner Name	ARGOS CORNER LLC
Book	5221
Mailing Address	261 E CAMDEN-WYOMING
City	CAMDEN
State	DE
Description	
Description 2	
Description 3	
Land Code	

- Tax Parcels
- 911 Address
- TaxParcel
- Encumbrance
- Condo
- Streets
- County Boundaries
- GIOLandRecords.PARCELFABRIC.Condo
- World Imagery
- Low Resolution 15m Imagery
- High Resolution 60cm Imagery
- High Resolution 30cm Imagery
- Citations
- 60cm Resolution Metadata



Introduced: 1/6/26

Council District 3: Ms. Gruenebaum
Tax I.D. No.: 230-7.00-95.00
911 Address: 22692 & 22754 Argos Corner Road, Milford

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A GR GENERAL RESIDENTIAL DISTRICT AND AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO AMEND CONDITION "A" OF CONDITIONAL USE NO. 2129 (ORDINANCE NO. 2603) AND CONDITIONAL USE NO. 2235 (ORDINANCE NO. 2773) AND FOR THE ADDITION OF 41 RV PARKING SPACES TO THE EXISTING MINI STORAGE FACILITY TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 11.70 ACRES, MORE OR LESS

WHEREAS, on the 6th day of October 2025, a Conditional Use Application, denominated Conditional Use No. 2612, was filed on behalf of Brian P. Lessard; and

WHEREAS, on the ____ day of _____ 2026, 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. 2612 be _____; and

WHEREAS, on the ____ day of _____ 2026, 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 115-22 and 115-39, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2612 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 southeast corner of Argos Corner Road (S.C.R. 14E) and Coastal Highway (Route 1), and being more particularly described in the attached legal description prepared by Bonnie M. Benson, P.A. said parcel containing 11.70 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.

JAMIE WHITEHOUSE, AICP
DIRECTOR OF PLANNING & ZONING
(302) 855-7878 T
pandz@sussexcountyde.gov



Sussex County

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Memorandum

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

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

CC: Everett Moore, County Attorney

Date: February 19, 2026

RE: County Council Report for C/U 2480 filed on behalf of DJ Tire Center, LLC

The Planning and Zoning Department received an application (C/U 2480 filed on behalf of DJ Tire Center, LLC) for a Conditional Use for an auto tire center in an AR-1 Agricultural Residential Zoning District at Tax Parcel 135-9.00-280.00. The property is located at 18651 Downs Road, Georgetown. The parcel size is 1.0 ac. +/-

The Planning & Zoning Commission held a Public Hearing on the application on January 21, 2026. At the meeting of February 4, 2026, the Planning & Zoning Commission recommended **denial** of the application for the 8 reasons stated within the motion (copied below).

Below are the minutes from the Planning & Zoning Commission meetings of January 21, 2026, and February 4, 2026.

Minutes of the January 21, 2026, Planning & Zoning Commission Meeting

C/U 2480 DJ Tire Center, LLC

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR AN AUTO TIRE CENTER TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 1.0 ACRE, MORE OR LESS. The property is lying on the east side of Downs Road (S.C.R. 243), approximately 0.45 mile northeast of Wilson Road (S.C.R. 244). 911 Address: 18651 Downs Road, Georgetown. Tax Map Parcel: 135-9.00-280.00.

Mr. Whitehouse advised the Commission that submitted into the record were the Applicant's Survey, the DelDOT Service Level Evaluation Response Letter, Applicant Exhibits, a letter received from the



COUNTY ADMINISTRATIVE OFFICES
2 THE CIRCLE | PO BOX 417
GEORGETOWN, DELAWARE

Sussex County Engineering Department Utility Planning Division, and the Applicant's Conceptual Conditional Use Site Plan. Mr. Whitehouse advised the Commission that no public comments were received regarding the application.

The Commission found that Mr. Danny Perez spoke on behalf of the Applicant, Mr. Javier Chilel Garcia, owner of DJ Tire Center, LLC. Mr. Perez stated that DJ Tire Center, LLC, is an operating tire replacement and tire changing center; that the majority of the information was included within the packet; that the site is less than an acre; that there will not be a large number of vehicles located on the site; that at most, maybe three vehicles would be on-site; that they do not operate seven days a week; that they operate Monday through Friday; that the Applicant is unsure of when, but plans to apply for a construction permit to place a dwelling on the property.

Madam Chair Wingate questioned the hours of operation for the business.

Mr. Perez stated the proposed hours of operation would be from 8:00 am until 4:00 pm, Monday through Friday, and that no weekend hours are proposed.

Mr. Perez stated that the Applicant applied for disposal of the tires; that the tires are unique, as they were basically for trucks, and not so much for passenger vehicles; that the Applicant had some equipment, which is required in the business; that the Applicant was trying to specialize in the tire changing business; that for old tires removed, the Applicant has a container; that there is a photo of the container within the submitted packet; that the container is about 30 feet, and is fireproof; that the old tires will be placed in the container, and a licensed recyclable company from Maryland come to the site to pick up the tires; that the Applicant is not in the business of oil changing, but should the Applicant need to change oil, the fluids would be environmentally disposed, and the Applicant has a company that would remove the oil from the site.

Madam Chair Wingate questioned if Crystal Clean was the disposal company being used.

Mr. Perez stated yes, Crystal Clean was the disposal company, and he requested to submit additional site photographs for the record.

Mr. Allen questioned whether the site would also be used as a mechanic shop, offering service work, or mainly for tire service only.

Mr. Perez stated that no oil changes are proposed to be performed on the site; that with heavy duty trucks, a little bit of fluid may be required to be replaced, and in this case, the fluid would be disposed of environmentally.

Mr. Mears questioned whether all tire changes are proposed to be performed inside a building, or if any tire changes are proposed to be performed outside.

Mr. Perez stated that all tire changes are proposed to be performed inside a building; that everything, such as tools, tires, and the lift, will be contained inside the building; that in the summer, when the

temperature is 90 degrees, the Applicant may want to change the tire outside very quickly, or potentially half of the vehicle inside, and half of the vehicle outside, and when working on a specialty tire, it requires special tubes, which should be kept inside, as it will require an electric generator.

Madam Chair Wingate stated the Commission wanted to ensure a clear understanding of where the work was proposed to be performed, as there were not many other businesses within the immediate area, and the Commission did not want adjacent residences to be impacted by the proposed use.

Madam Chair Wingate questioned the number of proposed employees.

Mr. Perez stated that two employees are proposed, being the Applicant and his nephew.

Mr. Whitehouse advised the Commission that the building permit pulled in 2023 was for a residential accessory structure, at which time it went through residential plan review; that currently a commercial use is being proposed, and he questioned if the Applicant would be willing to go through Commercial Plan Review, as there may be modifications required to the building as part of that.

Mr. Perez stated the Applicant's plan was to leave it the way it was for now; that the Applicant does good things for the community on the other side of his property, by providing children's soccer on the weekends, and he did not believe the Applicant would be applying for anything residential any time soon.

Mr. Robertson stated that the current building was approved as a residential pole building; that they are a different set of construction and inspection standards for a commercial building; that he stated that if the Conditional Use were approved, the Applicant will be required to get the building permit modified and inspected for commercial use, and he requested additional information regarding the surrounding neighborhood, and any other commercial businesses in the area.

Mr. Perez stated that the road is pretty much isolated and rural; that approximately 1/4 mile from the site is the State park, and that adjacent to the parcel, there is a property owner performing something similar, however, their parcel is much larger.

Madam Chair Wingate questioned whether the mentioned soccer field was located on the site or another parcel, as she was concerned about trucks coming and going while kids play on the soccer field.

Mr. Perez stated that the children play in the vacant area located to the left of the building, and it is a small league of kids from the Applicant's church, who come to play on the weekends, however, they do not play in the winter.

The Commission found that there was no one present who wished to speak in support of the application, and two people who wished to speak in opposition to the application.

Mr. Michael Calloway spoke in opposition to the application and requested permission to submit his written opposition along with photographs. Mr. Calloway expressed concerns regarding traffic, quality of life, negative impact on property values and quality of life, the amount of vehicles located on the site, a previous complaint from the Georgetown Fire Company, and questions regarding the ability to place a pole building without the placement of a dwelling.

Mr. Ismael Torres, Jr., spoke in opposition to the application and requested to submit his written opposition. Mr. Torres, Jr., expressed concerns regarding negative impacts to adjacent properties, setting precedence for future commercial businesses, environmental health concerns, breeding of mosquitoes and rodents, noise and air quality, traffic safety, and the negative impact on property values.

Mr. Whitehouse advised the Commission that he was unable to locate an approved Conditional Use for Parcel No. 7.08; that there was no approval for a use aside from a residential dwelling, and that the Commission may want to investigate the issue further.

Upon there being no further questions, Madam Chair Wingate closed the public hearing.

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

In relation to C/U 2480 DJ Tire Center, LLC. Motion by Mr. Collins to defer action for further consideration, seconded by Mr. Allen and carried unanimously. Motion carried 4-0.

Minutes of the February 4, 2026, Planning & Zoning Commission Meeting

The Commission discussed the application, which had been deferred since January 21, 2026.

Mr. Passwaters stated that he was absent at the January 7, 2026, Commission meeting; however, he had watched the broadcast, reviewed the record, and therefore was prepared to vote.

Mr. Passwaters moved that the Commission recommend denial of Conditional Use No. 2480 for DJ Tire Center, LLC, for a tire and auto repair shop based upon the incompatibility with the area, the lack of a sufficient record, and for the following reasons:

1. During the public hearing, the Applicant did not make an adequate record to support this Application. He did not sufficiently address the factors that the Commission must consider when acting upon a conditional use such as this.
2. The Applicant has also not presented sufficient evidence to show that this conditional use application is consistent with the AR-1 Zoning of this property, the area where the use would be located, the Zoning Code, or the County's Comprehensive Land Use Plan.
3. The Applicant has proposed to operate a tire and auto repair shop in an existing pole building. This is a fairly intensive use.
4. This conditional use is not compatible with the properties and land uses in the immediate vicinity. The location is very rural, across from the Redden State Forest and agricultural and

residential uses. There are no other permitted compatible business or commercial uses in the immediate vicinity.

5. There was evidence in the record suggesting that vehicles, vehicle parts and tires will be stored outside all around the site. There are few places in Sussex County where such a use may be appropriate, but these are within industrial or heavily commercial areas. Not an extremely rural location like this site.
6. There was substantial opposition in the record from neighboring residents and landowners that this use would not be compatible with the area or its roads; that the roads could not handle the additional truck traffic; that the noise from the use would be objectionable; that their property values would be reduced by the impact of the use and other concerns. I find all of these concerns to be valid, and they support a denial of this Application.
7. According to information in the record, the pole building constructed on their site by the Applicant was not built to commercial standards. This is not compatible with the potential use and the fire hazards associated with automobile repairs.
8. For all of these reasons, I move that the Commission recommend a denial of this Conditional Use Application.

Motion by Mr. Passwaters, seconded by Mr. Collins, and carried unanimously to recommend denial of C/U 2480 DJ Tire Center, LLC, for the lack of a sufficient record, and for the reasons stated in the motion. Motion carried 4-0.

Vote by roll call: Mr. Passwaters – yea, Mr. Collins – yea, Mr. Allen – yea, Mr. Mears - yea

PLANNING & ZONING COMMISSION

HOLLY J. WINGATE, CHAIR
JEFF ALLEN
G. SCOTT COLLINS
J. BRUCE MEARS, VICE-CHAIR
JOHN PASSWATERS



Sussex County

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302-855-7878

JAMIE WHITEHOUSE, AICP MRTPI
PLANNING & ZONING DIRECTOR

PLANNING AND ZONING AND COUNTY COUNCIL INFORMATION SHEET
Planning Commission Public Hearing Date: October 15, 2025

Application: C/U 2480 DJ Tire Center, LLC

Applicant: DJ Tire Center, LLC
18651 Downs Road
Georgetown, DE 19947

Owner: Javier Chilel Garcia
16 Gadwall Drive
Georgetown, DE 19947

Site Location: 18651 Downs Road, Georgetown

Site Location: Located on the east side of Downs Road (S.C.R. 243), approximately 0.45 mile northeast of Wilson Road (S.C.R. 244).

Current Zoning: Agricultural Residential (AR-1) Zoning District

Proposed Use: Auto Tire Center

Comprehensive Land Use Plan Reference: Low Density Area

Councilmanic District: District 5 - Mr. Rieley

School District: Indian River School District

Fire District: Georgetown Fire Department

Sewer: Private Septic

Water: Private Well

Site Area: 1.0-acre(s) +/-

Tax Map ID.: 135-9.00-280.00



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



Sussex County

DELAWARE
sussexcountyde.gov

Memorandum

To: Sussex County Planning Commission Members
From: Ann Lepore, Planner I
CC: Mr. Vince Robertson, Assistant County Attorney and Applicant
Date: January 14, 2026
RE: Staff Analysis for C/U 2480 DJ Tire Center, LLC

This memo is to provide background and analysis for the Planning Commission to consider as a part of Application C/U 2480 DJ Tire Center, LLC to be reviewed during the January 21, 2026, 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: 135-9.00-280.00

Proposal: The request is for a Conditional Use for Tax Parcel 135-9.00-280.00 to allow for an Auto Tire Shop on a parcel lying on the east side of Downs Road (S.C.R. 243), approximately 0.45-mile northeast of Wilson Road (S.C.R. 244). The parcel is comprised of 1.0 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 parcels are not within the Henlopen Transportation Improvement District.
- **Forested Areas:** N/A
- **Wetlands Buffers/Waterways:** N/A
- **Other Site Considerations (ie: Flood Zones, Tax Ditches, Groundwater Recharge Potential, etc.):** N/A

Based on the analysis of the land use, surrounding zoning and uses, a Conditional Use Application to allow for an Auto Tire Shop, subject to considerations of scale and impact, could be considered as being consistent with the land use, area zoning and surrounding uses.

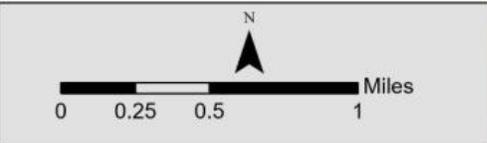
Existing Conditional Uses within the Vicinity of the Subject Site: Since 2011, there has been seven (7) Conditional Use applications within a 1-mile radius of the application site.

CU No.	APPLICANT	Tax Parcel #	Zoning	Proposed Use	CC Date	CC Decision	Ord. No.
230	Harvey Donovan Sr	135-9.00-82.00	GR	Storage bldgs for non-conforming salvage	8/24/1974	Approved	N/A
288	Frank Warrington Jr	135-10.00-28.00	GR	Manufacture precast steps, lawn ornamen	9/2/1975	Approved	N/A
578	Cordia W. Warrington	135-10.00-27.01	GR	Automotive Repair Shop		Approved	N/A
1234	The Jefferson School	135-10.00-16.00	AR-1	Elementary School	3/31/1998	Approved	1224
2410	Nicasia Chavez Reyes	135-9.00-122.00	GR	Grocery Store	2/27/2024	Deferred	
2478	George Bailey	135-10.00-6.01	AR-1	Multi-family		WITHDRAWN	
2480	DJ Tire Center, LLC	135-9.00-280.00	AR-1	Auto Tire Shop		Pending	



CU 2480 DJ Tire Center, LLC
Conditional Uses within 1 mile
TM# 135-9.00-280.00

-  CU 2480 DJ Tire Center, LLC
-  CU 2480 1-mile Buffer
-  CU 2480 CU Vicinity Map





<p>CU 2480 DJ Tire Center, LLC Conditional Uses within 1 mile TM# 135-9.00-280.00</p>	<p> CU 2480 DJ Tire Center, LLC</p> <p> CU 2480 1-mile Buffer</p> <p> CU 2480 CU Vicinity Map</p>	<p>N</p>   <p>Miles</p> <p>0 0.13 0.25 0.5</p>	
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VITA, Delaware FirstMap, Esri, HERE, Garmin, INCREMENT P, NGA, USGS

CU 2480 - DJ Tire Center
Street Map
TM# 135-9.00-280.00

 **CU 2480 DJ Tire Center**

N



0 250 500 1,000 Feet





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 2480 - DJ Tire Center
Zoning Map
TM# 135-9.00-280.00**

CU 2480 DJ Tire Center

N

0 0.13 0.25 0.5 Miles





State of Delaware, Maxar, Microsoft

CU 2480 - DJ Tire Center
Aerial Map
TM# 135-9.00-280.00

 **CU 2480 DJ Tire Center**

N



0 25 50 100 Feet



Reintroduced: 11/18/25

Council District 5: Mr. Rieley
Tax I.D. No.: 135-9.00-280.00
911 Address: 18651 Downs Road, Georgetown

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR AN AUTO TIRE CENTER TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 1.0 ACRE, MORE OR LESS

WHEREAS, on the 24th day of August 2023, a conditional use application, denominated Conditional Use No. 2480, was filed on behalf of DJ Tire Center, LLC.; and

WHEREAS, on the ____ day of _____ 2026, 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. 2480 be _____; and

WHEREAS, on the ____ day of _____ 2026, 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. 2480 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 side of Downs Road (S.C.R. 243), approximately 0.45 mile northeast of Wilson Road (S.C.R. 244) and being more particularly described in the attached legal description prepared by Aleman Echevarria Attorneys at Law, said parcel containing 1.0 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.

JAMIE WHITEHOUSE, AICP
DIRECTOR OF PLANNING & ZONING
(302) 855-7878 T
pandz@sussexcountyde.gov



Sussex County

DELAWARE
sussexcountyde.gov

Memorandum

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

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

CC: Everett Moore, County Attorney

Date: February 18, 2026

RE: County Council Report for C/U 2622 filed on behalf of Tharros Village

The Planning and Zoning Department received an application (C/U 2622 filed on behalf of Tharros Village) for a Conditional Use to amend Condition K of Conditional Use No. 2583 (Ordinance No. 4003) to allow for year-round outdoor storage to remain on the property as part of a campground for the unhoused, within a C-1 General Commercial District. The Tax Parcel ID is 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 January 21, 2026. At the meeting of February 4, 2026, the Planning & Zoning Commission recommended approval of the application for the 4 reasons of approval and subject to the recommended revisions to the conditions of approval as outlined within the motion (copied below).

Below are the minutes from the Planning & Zoning Commission meeting on January 21, 2026, and February 4, 2026.

Minutes of the January 21, 2026, Planning & Zoning Commission Meeting

C/U 2622 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 TO AMEND CONDITION K OF CONDITIONAL USE NO. 2583 (ORDINANCE NO. 4003) TO ALLOW FOR YEAR-ROUND OUTDOOR STORAGE TO REMAIN ON THE PROPERTY AS PART OF A CAMPGROUND FOR THE UNHOUSED TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 7.16 ACRES, MORE OR LESS. The property is lying on the south side of Coastal Highway (Rt. 1), approximately 0.2 mile northwest of



COUNTY ADMINISTRATIVE OFFICES
2 THE CIRCLE | PO BOX 417
GEORGETOWN, DELAWARE

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 Applicant's Request to Amend Conditions letter, the Applicant's Preliminary Conditional Use Site Plan, the property deed, and the Applicant's Exhibits. Mr. Whitehouse advised the Commission that no public comments have been received regarding the application.

The Commission found that Mr. Frank Arena, a volunteer at Tharros Village, spoke on behalf of the Applicant, Tharros Village (c/o Code Purple at the Cape). Mr. Arena stated the request was regarding Ordinance No. 4003 for Conditional Use No. 2583, which granted approval for a campground for the unhoused individuals of Sussex County; that he thanked the Commission for their previous support and approval of Tharros Village; that the previous Conditional Use No. 2583 carried 15 separate Conditions of Approval; that he was happy to announce, that since the opening of the campground on July 7, 2025, which ran through November 30, 2025, they had fully complied with all of the imposed Conditions of Approval; that the guidance of the imposed Conditions, really helped guide them through the course of their operations; that their intent is to maintain full transparency, as well as safety, and the establishment of trust; that the amendment request was for Condition K, which refers to the retention and removal of structures and elements of the campground during the off-season; that on November 30, 2025, Tharros Village and the State OMB met to discuss the matter; that it has previously been discussed on multiple occasions, reaching an agreement on which structures, and which components of the campground would be removed upon closure, and which elements could remain stored on the site; that OMB and Tharros Village are in full agreement, regarding the maintenance of those materials, and the removal of those materials; that it is their belief, now that a separate agreement was reached on December 8th, 2025, which, in a way, supersedes or replaces the need for Condition K; that due to this, they request the elimination of Condition K, based on the separate agreement with the State OMB and Tharros Village regarding the maintenance of the property during the off-season components, which would be December through February of a calendar year; that they believed there were a number of added benefits that would go along with moving in the request direction; that it would simplify; that by approving their request, it would bring a reduction of administrative time, and burden for both Tharros Village and Sussex County, by avoiding repeated filings and reviews; that they believed their was a benefit by eliminating the need for calendaring, meeting and hearings, regarding the off-season property arrangements and storage, which had already been agreed upon with the State; that lastly, they felt there was a benefit of cost savings, as there are always costs associated with the requested kind of adjustment; that they believed their request would work as a benefit for both sides, and again requested the amendment of the Conditions of Approval, to removed Condition K, in light of the new agreements reached with the State on how to manage the campground during off seasons.

Madam Chair Wingate thanked Mr. Arena for his volunteer work, providing an opportunity for people in need, and questioned Mr. Whitehouse whether the Applicant's agreement with the State was submitted into the record.

Mr. Whitehouse stated that he believed the Applicant had submitted the agreement as an exhibit, and that it was an email provided by Ms. Jennifer Coverdale.

Mr. Collins questioned whether, rather than eliminating Condition K, he contemplated if there was a modification to the Condition that would allow items, which were agreed upon with the State, to be reasonably stored on site in a way that is tidy and out of view of the public; that he believed that the Commission could come up with some language that would replace Condition K, but would prohibit elements to be left exactly as they were, or by creating additional conditions, and that he suggested this for the sake of protecting the interests of the County and the residents.

Mr. Arena stated that he understood Mr. Collins' concerns; that they closed the village on November 30, 2025, at which time all of their guests were relocated; that many of their guests went to Code Purple men and women shelters that opened on December 1, 2025; that with approximately 72 hours, they had completely cleared the property as per the agreement with the State; that the clean up included sanitation facilities, trash containers, tents, pallets underneath tents; that currently it is a completely barren field; that they had an agreement with the State OMB and DelDOT to neatly store reusable components for the campsite behind the salt barns; that they are wrapped in tarp, and do not create an eyesore, and that this was agreed upon by DelDOT and the State OMB.

Mr. Collins questioned if that is effectively what the Applicant was requesting Condition K to be amended to allow.

Mr. Arena stated that, in an effort to be completely transparent, they felt and believed the State would agree that once they have this conversation on an annual basis with the State, it does not seem productive to come back to the Planning Commission and the County Council to have the same conversation that the State would have already agreed to, and therefore was their reasoning in requesting the elimination of Condition K.

Mr. Wingate stated she believed Mr. Collins' point was to ensure that at the end of each season, residents would not ride by seeing trash, tents, and other items still sitting on the site; that she did not believe that was the Applicant's intention, and that the request was only for storing materials needed for reopening.

Mr. Collins stated that the people currently running the project have good faith and good intent, and that his point is that, should the project change in the next five to 10 years, what Sussex County has put in place would ensure there are enforceable conditions.

Mr. Robertson stated that he agreed with Mr. Collins; that had Tharros Village requested this their first time through, it would have been totally fine, and the Planning Commission would have made that condition at the point, requesting the location to be shown on the site plan, and noting whether it is to be encased or enclosed; that this would provide clarity to everyone by an adopted Ordinance, should anyone have question to how items are being stored on the site; that it would give the Applicant an Ordinance to state that they are entitled to store the items in the way it was approved and would provide protection for everyone.

Mr. Allen stated that the application requested a modification of the existing condition.

Mr. Arena stated that it may have been bold of him to request the elimination of Condition K; that he wanted the Commission to understand their perspective in anticipation of the public hearing conversation, and he requested to submit proposed language for the Commission to consider regarding the requested amendment change.

The Commission found that there was no one present who wished to speak in support of or in opposition to the Application.

Upon there being no further questions, Madam Chair Wingate closed the public hearing.

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

In relation to C/U 2622 Tharros Village (c/o Code Purple at the Cape). Motion by Mr. Collins to defer action for further consideration, seconded by Mr. Allen and carried unanimously. Motion carried 4-0.

Minutes of the February 4, 2026, Planning & Zoning Commission Meeting

The Commission discussed the application, which had been deferred since January 21, 2026.

Mr. Passwaters stated that he was absent at the January 7, 2026, Commission meeting; however, he had watched the broadcast, reviewed the record, and therefore was prepared to vote.

Mr. Collins moved that the Commission recommend approval of Conditional Use No. 2622 for Tharros Village (c/o Code Purple at the Cape) for an amendment to Condition K of Conditional Use No. 2583 and Ordinance No. 4003 based on the record made during the public hearing and for the following reasons:

1. Tharros Village received approval for a campground for the unhoused on June 17, 2025, as part of Conditional Use No. 2583 that was approved by County Council as Ordinance No. 4003.
2. Tharros Village has satisfied the requirements of Condition O of Ordinance No. 4003 that required a report to be sent to the Commission and County Council in early 2026. That report has been received by the County.
3. As part of that prior approval, and based upon information available at that time, the site used by Tharros Village was to be seasonal, with all items associated with the Conditional Use removed from the property in the colder months so that the State of Delaware could utilize the property for its DelDOT equipment and material storage.
4. Tharros Village has now advised the County that it has reached an agreement with the State of Delaware to allow certain items to remain on the site year-round, even while the camping area is unoccupied. This will enable the more efficient and convenient use of the site by Tharros Village, its volunteers, and the people who utilize the site.

5. For these reasons, it is appropriate to amend Condition K of Conditional Use No. 2583 and Ordinance No. 4003 so that it now states as follows:

“The entire facility may open no earlier than March 1st of each year, and it shall close no later than November 30th of each year. However, during the time that the site is unoccupied, the operators of the facility may store items or materials associated with the use as permitted by the State of Delaware. Any such items or materials shall be securely stored and screened from the view of neighboring properties and roadways. The applicant shall provide The Office of Planning & Zoning with an updated site plan showing where any items or materials associated with the use will be stored.”

Motion by Mr. Collins, seconded by Mr. Passwaters, and carried unanimously to recommend approval of C/U 2622 Tharros Village (c/o Code Purple at the Cape), for the reasons and the conditions stated in the motion. Motion carried 4-0.

Vote by roll call: Mr. Collins – yea, Mr. Passwaters – yea, Mr. Allen – yea, Mr. Mears – yea

PLANNING & ZONING COMMISSION

HOLLY J. WINGATE, CHAIRMAN
J. BRUCE MEARS, VICE-CHAIRMAN
SCOTT COLLINS
JEFF ALLEN
JOHN PASSWATERS



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: January 21, 2026

Application: CU 2622 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: Request to Amend Condition K of Conditional Use No. 2583 to allow for year-round outdoor storage.

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

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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: December 3, 2025
RE: Staff Analysis for C/U 2622 Tharros Village

This memo is to provide background and analysis for the Planning Commission to consider as a part of Application C/U 2622 Tharros Village to be reviewed during the January 21, 2026, 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 to Amend Condition K of Conditional Use No. 2583 for Tax Parcel 334-6.00-526.01 to allow for year-round outdoor storage 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.

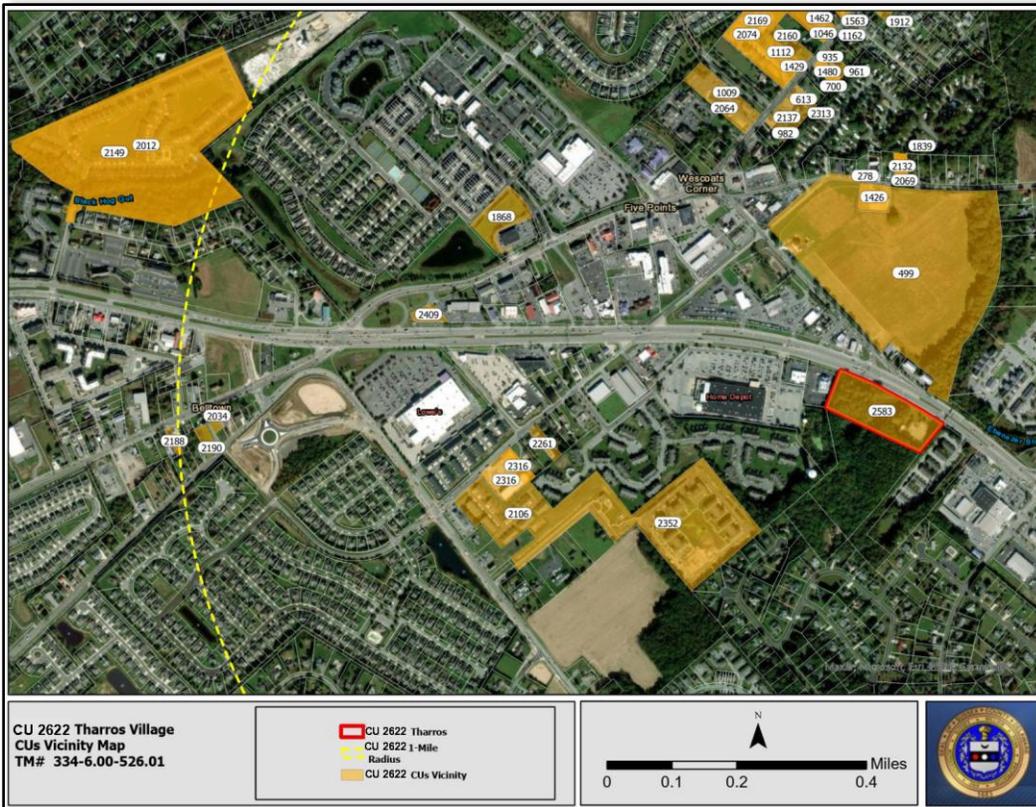
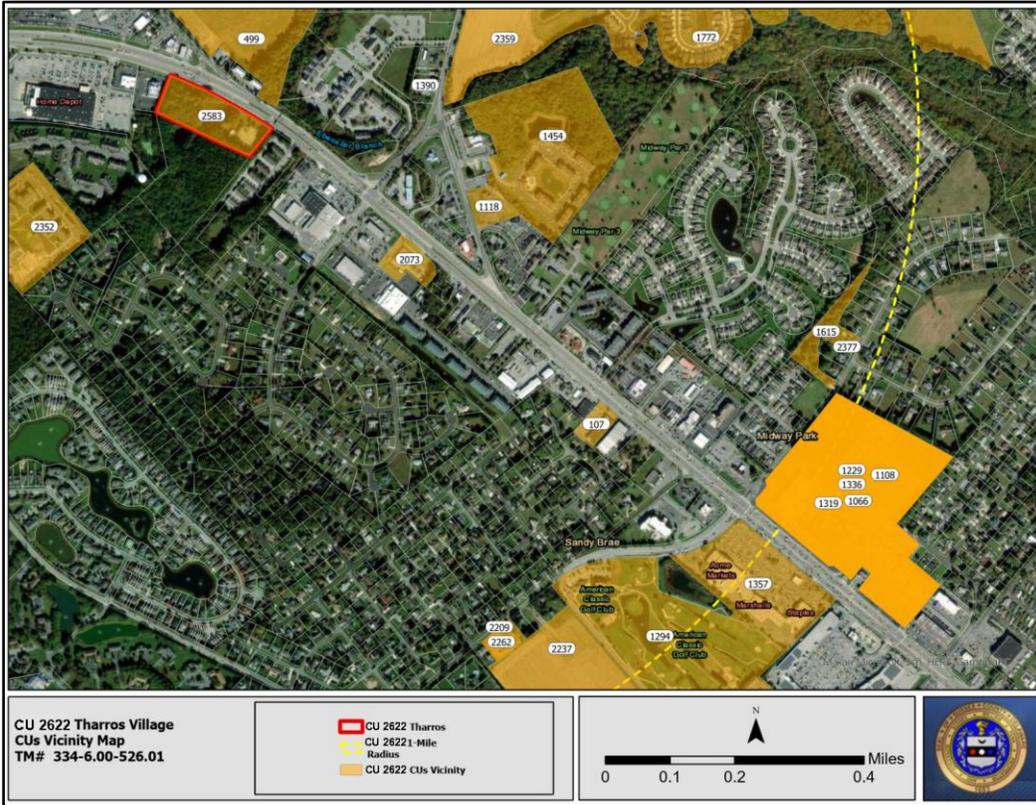
Existing Conditional Uses within the Vicinity of the Subject Site: A Data Table has been supplied which provides further background regarding the approval status of Applications in the area, including the location of all other Conditional Use Applications that are less than 1 mile distance from the subject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

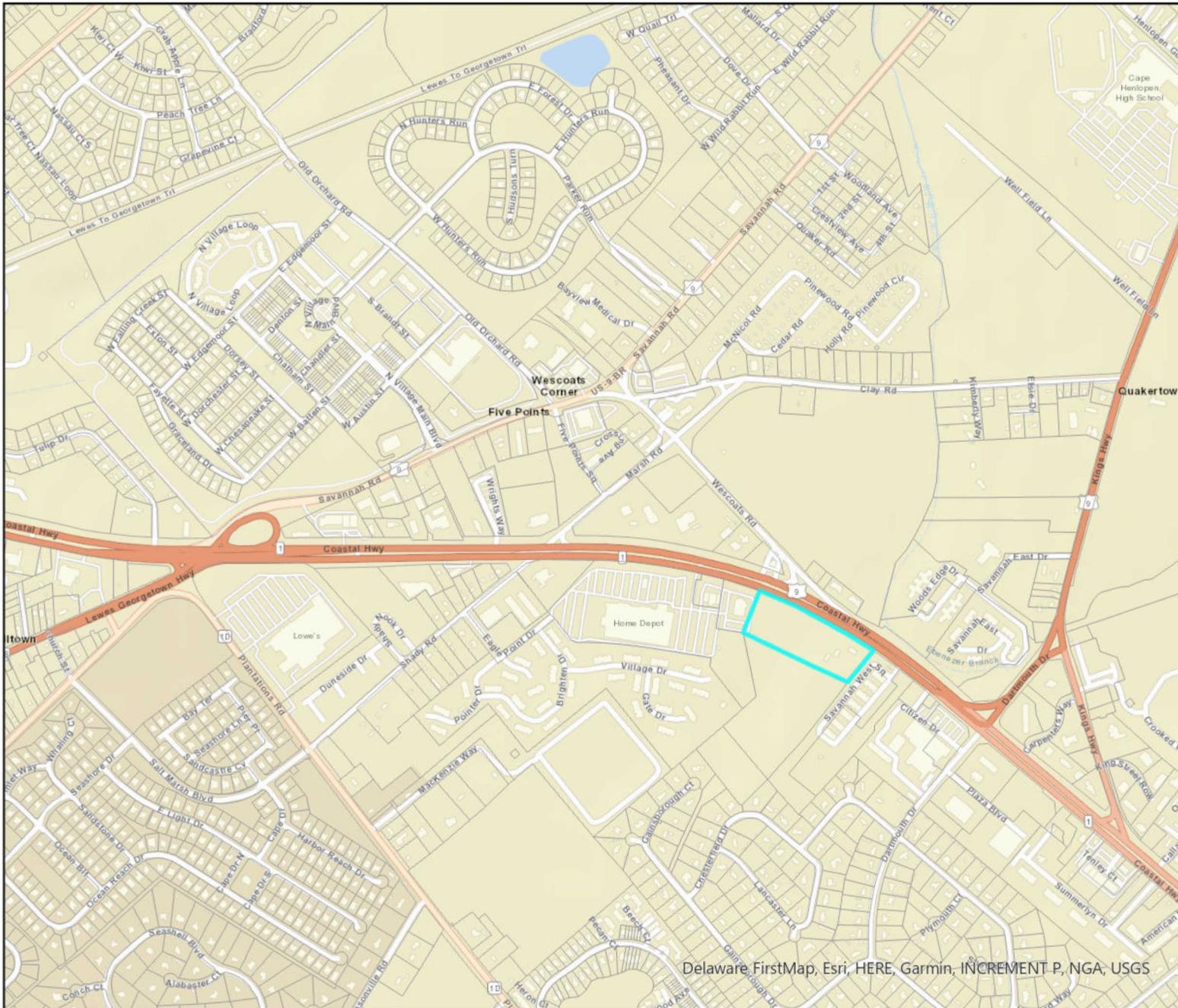
2069	Rudolph Joseph Johnson	AR-1	Workout Studio	Approved	4/25/2017	2494
2073	Delmarva Power & Light Co.	C-1	Expansion To an Existing Electrical Station	Approved	3/7/2017	2486
2074	Quail Valley 1525, LLC (Midway Fitness)	AR-1	Commercial Use as A Therapy and Fitness Center	Denied	8/8/2017	N/A
2106	MDI 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

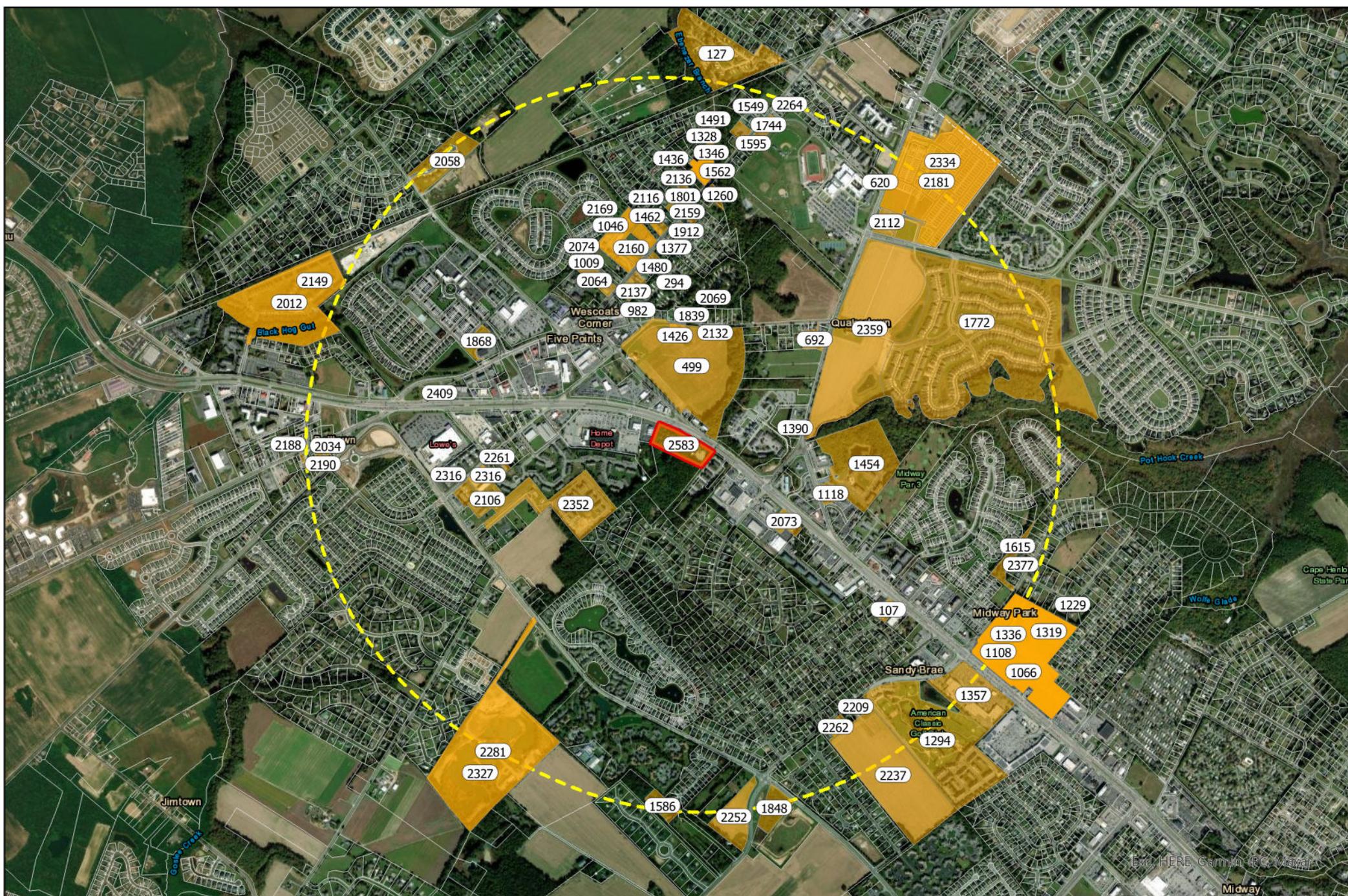






CU 2622 Tharros Village
 Street Map
 TM# 334-6.00-526.01





Map HERE, Garmin, (C) 2014

Midway

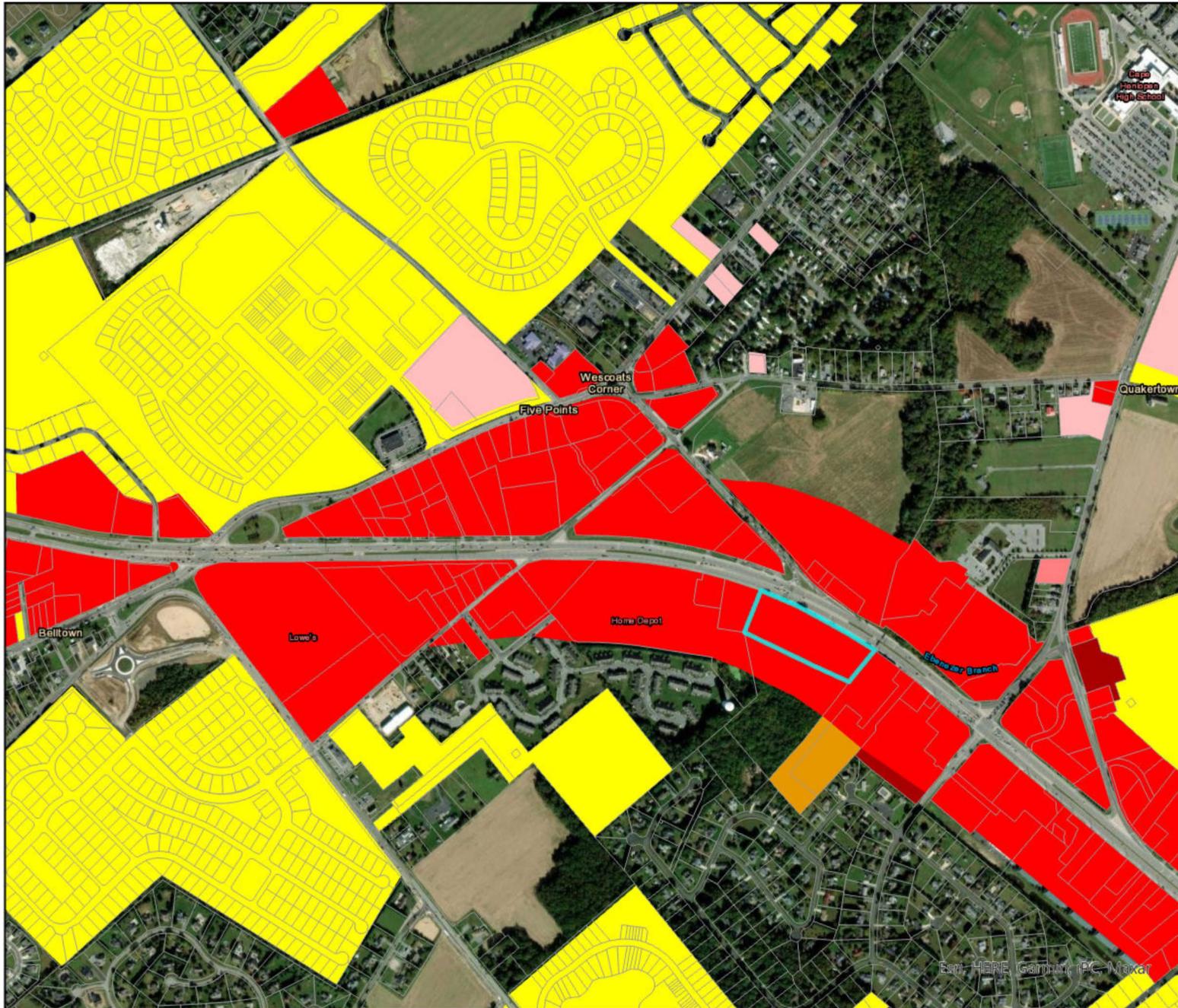
CU 2622 Tharros Village
CUs Vicinity Map
TM# 334-6.00-526.01

- CU 2622 Tharros
- CU 26221-Mile Radius
- CU 2622 CUs Vicinity

N

0 0.25 0.5 1 Miles

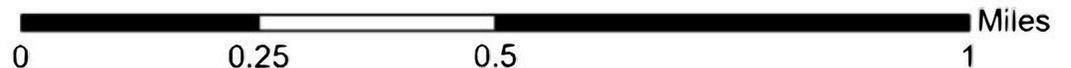




Zoning

-  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 2622 Tharros Village
 Zoning Map
 TM# 334-6.00-526.01





CU 2622 Tharros Village
Aerial Map
TM# 334-6.00-526.01



Introduced: 12/16/25

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 A C-1 GENERAL COMMERCIAL DISTRICT TO AMEND CONDITION K OF CONDITIONAL USE NO. 2583 (ORDINANCE NO. 4003) TO ALLOW FOR YEAR-ROUND OUTDOOR STORAGE TO REMAIN ON THE PROPERTY AS PART OF A CAMPGROUND FOR THE UNHOUSED TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 7.16 ACRES, MORE OR LESS

WHEREAS, on the 21st day of November 2025, a Conditional Use application, denominated Conditional Use No. 2622, 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. 2622 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. 2622 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 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.