

COUNTY COUNCIL

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



Sussex County

DELAWARE
sussexcountysde.gov
(302) 855-7743

SUSSEX COUNTY COUNCIL

A G E N D A

June 10, 2025

12:30 P.M.

Call to Order

Approval of Agenda

Approval of Minutes - June 3, 2025

[Draft Minutes 060325](#)

Reading of Correspondence

Public Comments

Consent Agenda

1. **Use of Existing Wastewater Infrastructure Agreement
First State O&M Surgery Center, West Rehoboth Area**
[Consent Agenda - First State](#)
2. **Use of Existing Wastewater Infrastructure Agreement – IUA 2025-22
Gameon Sports Complex, Oak Orchard Area**
[Consent Agenda Gameon Sports](#)
3. **Use of Existing Wastewater Infrastructure Agreement
The Commons on Vine Creek, Dagsboro/Frankford Area**
[Consent Agenda - Commons on Vine Creek](#)
4. **Proclamation Request – Cape Henlopen High School Girls Lacrosse State Champions**
5. **Proclamation Request – Cape Henlopen High School Baseball State Champions**



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

Todd Lawson, County Administrator

1. **Administrator's Report**

Jamie Whitehouse, Planning & Zoning Director

1. **2025-30 filed on behalf of Roxana Road Storage – request for an extension**
[Time Extension Request](#)

Andrea Wall, Accounting Manager

1. **FY 2026 Insurance Renewal Recommendation**
[FY 26 Insurance Recommendation](#)

Paul Mauser, Assistant County Engineer

1. **2024 Miscellaneous Engineering Base Contract**

A. George, Miles & Buhr – Amendment 1 – Warwick Park Phase II
[GMB Amend 1 Warwick Park](#)

Patrick Brown, Project Engineer III

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

A. Final Balancing Change Order & Substantial Completion
[Waterside Road Improvements](#)

Hans Medlarz, Project Manager

1. **Joy Beach Sewer Expansion Phase I, S20-12**

A. Final Balancing Change Order and Substantial Completion
[Joy Beach CO & Completion](#)

Grant Requests

1. **Harry K Foundation for their food backpack program**
[Harry K Foundation](#)
2. **Millsboro Historical Society for the Jacob Godwin School**
[Millsboro Historical Society](#)
3. **True Blue Jazz Inc. for their 13th Annual True Blue Jazz Festival**
[True Blue Jazz](#)

Introduction of Proposed Zoning Ordinances

[Ord Intros CU2540 CU2562](#)

Council Members' Comments

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

Possible action on Executive Session Items

1:30 p.m. Public Hearings

1. [Change of Zone No. 2016 filed on behalf of Marlin Cove, LLC](#)

“AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A MR MEDIUM DENSITY RESIDENTIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 60.84 ACRES, MORE OR LESS” (property is lying on the west side of New Road [S.C.R. 391], approximately 65 feet north of Lighthouse Road [Rt. 54]) (911 Address: N/A) (Tax Map Parcel: 533-19.00-7.00, 8.01, & 9.00)

2. [Conditional Use No. 2459 filed on behalf of Marlin Cove, LLC](#)

“AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN MR MEDIUM-DENSITY RESIDENTIAL DISTRICT FOR MULTI-FAMILY DWELLINGS (106 UNITS) TO BE LOCATED ON CERTAIN PARCELS OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 23.90 ACRES, MORE OR LESS” (property is lying on the west side of New Road [S.C.R. 391], approximately 65 feet north of Lighthouse Road [Rt. 54]) (911 Address: N/A) (Tax Map Parcel: 533-19.00-7.00 & 8.01)

Adjourn

-MEETING DETAILS-

In accordance with 29 Del.C. §10004(e)(2), this Agenda was posted on June 3, 2025 at 4:15 p.m. and at least seven (7) days in advance of the meeting.

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

Agenda items may be considered out of sequence.

The meeting will be streamed live at <https://sussexcountype.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://sussexcountype.gov/agendas-minutes/county-council>.

SUSSEX COUNTY COUNCIL - GEORGETOWN, DELAWARE, JUNE 3, 2025

A regularly scheduled meeting of the Sussex County Council was held on Tuesday, June 3, 2025, at 10:00 a.m., in Council Chambers, with the following present:

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

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

**Call to
Order**

Mr. Hudson called the meeting to order.

**M 236 25
Approve
Agenda**

A Motion was made by Mr. Rieley, seconded by Mr. McCarron, to approve the Agenda as presented.

Motion Adopted: 5 Yeas

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

Minutes

The minutes from May 20, 2025 were approved by consensus.

**Correspon-
dence**

There was no correspondence.

Mr. Johannes Sayre spoke about the Resolution regarding local governance.

Public

Comments

A presentation was given by George Chamberlin, Kim Hoey-Stevenson, Dr. Ed Hale and Mimi DuPont from the Fisheries and Aquaculture Innovation Center. An overview was provided showing the proposed phases for the project and the work that is completed at the center.

Presentation

**Second
Quarter
Employee
Recognition**

Karen Brewington, Human Resources Director presented the second quarter employee recognition awards. She reported that there were 36 submissions for this quarter. The winners for this quarter were Valerie Thompson from Engineering, Michael Lowery from Planning & Zoning and Amy Hollis from Planning & Zoning.

**FACETS
Presentation**

Mr. Kevin Roche and Ms. Natasha Nau, FACETS Consulting – Delaware Fire Service Financial Review provided Council with a fire service financial review and analysis. During the presentation, observations of the

departments, financial health factors and the grading system and recommendations were discussed.

BOA Interview A public interview was held for Board of Adjustment Nominee Dr. Lauren Hitchens Rowan.

M 237 25 Approve BOA Appointment A Motion was made by Ms. Gruenebaum, seconded by Mr. Rieley, that be it moved that the Sussex County Council approves the appointment of Dr. Lauren Hitchens Rowan to the Sussex County Board of Adjustment effective July 1, 2025, for a term of three years.

Motion Adopted: 5 Yeas

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

Resolution/ Local Governance Mr. Lawson reported that the Resolution is following suit of the other two Counties. Both Kent County and New Castle County have adopted Resolutions that are similar to the Resolution being considered today. Mr. Lawson reviewed the language in the Resolution.

Mr. McCarron and Ms. Gruenebaum gave statements prior to their vote.

M 238 25 Adopt R 013 25/ Local Governance A Motion was made by Mr. Rieley, seconded by Mr. McCarron to Adopt Resolution R 013 25 entitled “A RESOLUTION EXPRESSING SUSSEX COUNTY COUNCIL’S SUPPORT FOR THE PRESERVATION OF LOCAL GOVERNANCE AMONG DELAWARE’S COUNTIES”.

Motion Adopted: 5 Yeas

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

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

1. Sussex County wants to take this opportunity to thank the community for its show of support during the recent EMS Blood Drive event held on Friday, May 30, 2025, at the Public Safety Complex in partnership with the Blood Bank of Delmarva. Donors provided nearly 60 units of blood as part of the drive, the second annual event held to coincide with the anniversary of the County EMS’ launch of the “Whole Blood Program” that began in 2023. Sussex County EMS and the Blood Bank of Delmarva look forward to hosting this event again next year to continue the lifesaving efforts provided to our citizens here in Sussex County.

[Attachments to the Administrator’s Report are not attached to the

minutes.]

Proposed Lease/Pats Aircraft **Bill Pfaff, Economic Development Director presented a proposed lease agreement with Pats Aircraft, LLC dba Aloft AeroArchitects for Council's consideration.**

M 239 25 Approve Lease/Pats Aircraft **A Motion was made by Mr. Lloyd, seconded by Mr. McCarron, that be it moved that the Sussex County Council approve the lease agreement with Pats Aircraft, LLC d/b/a Aloft AeroArchitects, in the Delaware Coastal Business Park, to be located at 21628 Balimore Avenue, Georgetown, DE for the purpose of creating a space called The Aloft Innovation Center.**

Motion Adopted: 5 Yeas

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

Aeronautical Removal **Mark Parker, Assistant County Engineer presented a recommendation to award for aeronautical obstruction removal, project A25-26 for Council's consideration.**

M 240 25 Approve Aeronautical Removal **A Motion was made by Mr. Lloyd, seconded by Mr. McCarron, be it moved based on the recommendation of the Sussex County Engineering, that contract A25-26 Aeronautical Obstruction Removal be awarded to Strobert Tree Service, Inc. in the amount of \$705,387.00.**

Motion Adopted: 5 Yeas

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

Parallel Taxiway B **Bob Bryant, Airport Manager presented acceptance of FAA grant offers, authority of signature and construction bid award for construct parallel taxiway B for Council's consideration.**

M 241 25 Acceptance of FAA Grant Offers **A Motion was made by Mr. Lloyd, seconded by Mr. McCarron that be it moved based upon the recommendation of the Sussex County Engineering Department, that approval from the Sussex County Council be given to accept a FAA grant in the amount of \$2,686,767.00 for work associated with a new parallel taxiway bravo phase 3 construction.**

Motion Adopted: 5 Yeas

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

M 242 25
Approve
Authority of
Signature

A Motion was made by Mr. Lloyd, seconded by Mr. Rieley that be it moved based upon the recommendation of the Sussex County Engineering Department, that the Sussex County Council authorizes the County Administrator the authority of signature for a FAA grant offer in the amount of \$2,686,767.00 for work associated with a new parallel taxiway bravo phase 3 construction.

Motion Adopted: 5 Yeas

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

M 243 25
Approve
Construc-
tion Bid

A Motion was made by Mr. Lloyd, seconded by Mr. Rieley that be it moved based upon the recommendation of the Sussex County Engineering Department, that Sussex County Council approves a bid award to Allan Myers MD, Inc. in the amount of \$2,447,777.00 for work associated with a new parallel taxiway bravo phase 3 construction.

Motion Adopted: 5 Yeas

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

Grant
Requests

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

M 244 25
Children's
Beach House

A Motion was made by Ms. Gruenebaum, seconded by Mr. Rieley to give \$5,000 (\$1,000 from Ms. Gruenebaum's Councilmanic Grant Account, \$1,000 from Mr. Hudson's Councilmanic Grant Account, \$500 from Mr. Rieley's Councilmanic Grant Account and \$2,500 from Countywide Youth Grant Account) to Children's Beach House for their youth development program.

Motion Adopted: 5 Yeas

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

M 245 25
Make-a-
Wish
Foundation

A Motion was made by Mr. Rieley, seconded by Mr. McCarron to give \$6,500 (\$5,000 from Countywide Youth Grant Account, \$1,000 from Mr. Rieley's Councilmanic Grant Account and \$500 from Mr. Hudson's Councilmanic Grant Account) to Make-a-Wish Foundation of Philadelphia, Delaware & Susquehanna Valley for their wishes transforming lives program.

Motion Adopted: 5 Yeas

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

M 246 25 A Motion was made by Mr. Rieley, seconded by Mr. McCarron to give
Big Brothers \$1,038 (\$1,038 from Countywide Youth Grant Account) to Big Brothers Big
Big Sisters Sisters of Delaware, Inc. for their Sussex County mentoring program.

Motion Adopted: 5 Yeas

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

Proposed Ordinance Ms. Gruenebaum introduced a Proposed Ordinance entitled “AN
Introduction ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-
1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A GENERAL
CONTRACTOR AND CONSTRUCTION BUSINESS WITH AN OFFICE,
SHOWROOM, AND STORAGE INCLUDING VEHICLES TO BE
LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN
SUSSEX COUNTY, CONTAINING 0.46 ACRE, MORE OR LESS” filed on
behalf of Paulina Owedyk.

Mr. McCarron introduced a Proposed Ordinance entitled “AN
ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-
1 AGRICULTURAL RESIDENTIAL DISTRICT FOR GENERAL
TRADE CONTRACTING BUSINESS WITH OFFICE AND STORAGE
TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND
BEING IN SUSSEX COUNTY, CONTAINING 1.73 ACRES, MORE OR
LESS” filed on behalf of Ryan Brower.

The Proposed Ordinances will be advertised for a Public Hearing.

CM
Comments There were no Council Member comments.

M 247 25 At 12:00 p.m., a Motion was made by Mr. Lloyd, seconded by Mr.
Go Into McCarron to go into an Executive Session for the purpose of discussing
Executive matters related to land acquisition.
Session

Motion Adopted: 5 Yeas

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

Executive At 12:05 p.m., an Executive Session was held in the Basement Caucus Room
Session to discuss matters related to land acquisition. The Executive Session ended
at 12:28 p.m.

M 248 25 Reconvene **At 12:30 p.m., a Motion was made by Mr. McCarron, seconded by Ms. Gruenebaum to come out of Executive Session and go back into Regular Session.**

Motion Adopted: 3 Yeas, 2 Absent

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

E/S Action **There was no action related to Executive Session matters.**

M 249 25 Adjourn **A Motion was made by Ms. Gruenebaum, seconded by Mr. McCarron to adjourn at 12:31 p.m.**

Motion Adopted: 3 Yeas, 2 Absent

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

Respectfully submitted,

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

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

ENGINEERING DEPARTMENT

JOHN J. ASHMAN
DIRECTOR OF UTILITY PLANNING & DESIGN REVIEW

(302) 855-7370 T
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jashman@sussexcountype.gov




Sussex County

DELAWARE
sussexcountype.gov

MIKE HARMER, P.E.
SUSSEX COUNTY ENGINEER

Memorandum

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

FROM: John J. Ashman 
Director of Utility Planning & Design Review

RE: *Existing Wastewater Infrastructure Use Agreement*
First State O&M Surgery Center
File: OM 9.01

DATE: June 10, 2025

The Existing Wastewater Infrastructure Use Agreement is an arrangement that collects financial contributions based on development built out flows for available capacity in the existing wastewater transmission infrastructure previously funded by the County while at the same time eliminating the granting of "oversizing" credits.

The Engineering Department requests approval of an agreement for the existing wastewater infrastructure use with **Ditko, LLC** for the **First State O&M Surgery Center** project in the **West Rehoboth Area**. Such an arrangement does not modify the underlying land use decision in any form. However, it allows the wastewater originating from the approved project to be conveyed through the existing transmission system previously constructed by the County.

Under the proposed arrangement, the **First State O&M Surgery Center** project will connect to the existing County owned wastewater infrastructure. In return for utilization of said, **Ditko, LLC** will contribute **\$8,407.00** for the financial catch-up contribution of the existing infrastructure to serve **10.85** Equivalent Dwelling Units. Payment is required prior to connection to the county infrastructure.



EXISTING WASTEWATER INFRASTRUCTURE USE AGREEMENT

First State O&M Surgery Center

THIS AGREEMENT ("Agreement"), made this _____ day of _____ 2025, by and between:

SUSSEX COUNTY, a political subdivision of the State of Delaware, hereinafter called the "County," and;

DITKO, LLC a limited liability corporation and developers of a project known as **First State O&M Surgery Center**, hereinafter called the "Developer."

WITNESSETH:

WHEREAS, Developer is developing a tract of land identified as Tax Map parcel 334-12.00-127.13 to be known as **First State O&M Surgery Center** ("Project") and;

WHEREAS, the Project is within the boundary of the Sussex County Unified Sanitary Sewer District (West Rehoboth Area) and;

WHEREAS, the Project will utilize available capacity in existing wastewater infrastructure previously funded by Sussex County.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, which is hereby acknowledged by both parties as sufficient consideration, the parties hereby agree as follows:

- (1) Developer is proposing to utilize County's existing collection and transmission capacity by connecting to existing regional infrastructure used by multiple pump stations.
- (2) In exchange for permission to connect **10.85** additional equivalent dwelling units to County's existing sanitary sewer system and to utilize the existing transmission capacity in said system, Developer agrees to financial catch-up contribution in the net amount of **\$8,407.00** for said existing facilities.
- (3) The contribution amount in the case of multiple pump stations using an existing collection and transmission system is based on the ratio of average flow capacity utilization of said transmission facilities.
- (4) **Payment of the contribution will be required prior to connection to the county infrastructure.**
- (5) All the conditions of this agreement must be disclosed to any and all third-party purchasers of the project and/or part of the project prior to the time of settlement.

- (6) If the Project (as currently submitted) is amended and County determines in its sole discretion that such amendments materially affect this Agreement, this Agreement may be declared by County to be null and void, and any unused payments made pursuant to this Agreement shall be returned to Developer, unless the parties otherwise agree. Nothing herein shall prevent the parties from the negotiation of a new agreement with respect to the amended Project, as the parties may deem appropriate.
- (7) The contribution is to be placed in County's sewer capital fund and expended towards overall debt reduction or at such time when any transmission infrastructure in County's Unified Sanitary Sewer District requires capital improvements (See Chapter 110-96 of the Sussex County Code).
- (8) Developer shall be responsible for payment of any and all undiscounted system connection charges in accordance with and pursuant to the requirements of the *Sussex County Code* for all lots, due at such time the Developer receives the sewer connection permit.
- (9) Developer shall comply in all aspects with the *Sussex County Code* and any other local, state, county, or federal laws, regulations, or policies that may be applicable and as such may be hereinafter amended.
- (10) Prior to the commencement of construction of any sanitary sewer facilities for the Project, Developer shall obtain a project construction permit from the County in accordance with and pursuant to the requirements of the *Sussex County Code*.
- (11) In order to allow the opportunity for a County representative to be present as the County so chooses, Developer shall send written notice to County of the date upon which connection to the County regional transmission system will be made. Developer shall follow County's written or verbal instructions in making said connection to the County sanitary sewer system.
- (12) Developer may assign this Agreement in whole or in part to any entity controlled directly or indirectly by Developer or to any third party who purchases, leases or otherwise controls any portion of Developer's property without the consent of County. Developer, and any subsequent assignees or successors shall provide County at least ten (10) days' written notice of any such assignment. Any other assignments, transfers, or conveyances with respect to this Agreement are prohibited without prior written consent of County.
- (13) To the extent permitted by law, Developer shall indemnify and hold harmless County, and its appointed and elected officials, employees, licensees, and agents for any claims, losses, liabilities, suits, or damages, including but not limited to reasonable attorneys' fees, professional engineering fees, and any other costs of litigation, arising out of Developer's negligence in connection with its performance

of this Agreement, including but not limited to damage to the County's infrastructure in making connection to County's regional transmission system. The obligations of this Paragraph shall survive the termination of this Agreement.

- (14) All the terms, covenants, and conditions of this Agreement shall in all respects be governed and construed under and pursuant to the Laws of the State of Delaware without respect to its conflict of law provisions. This Agreement may only be amended, supplemented or modified by a subsequent written agreement executed by all the parties hereto.
- (15) This Agreement and exhibits constitute the final, entire and exclusive agreement between the parties with respect to the subject matter of all matters discussed in it and supersedes all prior or contemporaneous discussions, statements, representations, warranties or agreements, whether written or oral, made in connection with the Agreement described herein.
- (16) It is mutually agreed between the parties that no review, approval, acceptance, and/or payment made under this Agreement shall be conclusive evidence of the performance of the Agreement, either wholly or in part, and that no review, approval, acceptance, and/or payment shall be construed as acceptance of defective work by County, nor in any way relieve Developer of its responsibility for the adequacy of its work.
- (17) The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. Neither party shall be deemed to have waived any rights under this Agreement unless such waiver is expressly given in writing and signed by the waiving party. No delay or omission on the part of either party in exercising any right shall operate as a waiver of such right or any other right.
- (18) This Agreement shall be executed in duplicate, any copy of which shall be considered and construed as and for the original.
- (19) If any provision of this Agreement shall be deemed invalid or unenforceable for any reason whatsoever, then such invalidity or unenforceability shall not render invalid or unenforceable any of the other provisions of this Agreement which may be given effect without such invalid or unenforceable provision, and to this end, the provisions of this Agreement are hereby deemed to be severable.

Any notice required to be delivered to or by either party under this Agreement shall be sent by U.S. first class mail. For purposes of this provision, the address of the County is 2 The Circle, P.O. Box 589, Georgetown, Delaware, 19947, and the address of the Developer is **1004 S. State Street, Dover Delaware 19901.**

IN WITNESS, WHEREOF, the respective parties hereto have affixed their hands and seals the day and year aforesaid.

FOR THE COUNTY:

{Seal}

By: _____
(President - Sussex County Council)

_____ (DATE)

ATTEST:

Tracy N. Torbert
Clerk of the County Council

FOR DITKO, LLC

By:  _____ (Seal)

Douglas Ditty

_____ (DATE)

WITNESS:



Michael Glick

From: John J. Ashman <jashman@sussexcountye.gov>
Sent: Monday, May 19, 2025 10:07 AM
To: Michael Glick
Subject: RE: First State O&M Surgery Center
Attachments: USE OF EXISTING INFRASTRUCTURE AGREEMENT-First State O&M Surgery Center.pdf

Michael,

Please verify all information on the attached infrastructure agreement, once all is verified, I will send a clean copy for execution and submittal to County Council for approval.

John J. Ashman
Director of Utility Planning & Design Review
Sussex County Engineering Department
302-855-7370

From: Michael Glick <mglick@lhconstruction.com>
Sent: Friday, May 16, 2025 2:16 PM
To: John J. Ashman <jashman@sussexcountye.gov>
Cc: Richard Jackson <rjackson@sussexcountye.gov>; Sabrina Fite <sabrina.fite@sussexcountye.gov>
Subject: First State O&M Surgery Center

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 Afternoon,

I am writing regarding Tax Map Parcel 3-34-12.00-127.13. Christine Fletcher has advised there may be additional requirements for Public Works for the construction of the Surgical center located on the referenced parcel. We are the Construction Managers for the project, if you could please let me know if any additional requirements or fees (beyond the impact fee) are needed so we may address them quickly. My direct line is 302.233.1633 if it is easiest to discuss in person.

Thank you!

Mike

G. Michael Glick
President

Lighthouse Construction, Inc.
Lighthouse Realty Management
MacLeish Group
302.677.1965 x105
www.LHConstruction.com

ENGINEERING DEPARTMENT

JOHN J. ASHMAN
DIRECTOR OF UTILITY PLANNING & DESIGN REVIEW

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jashman@sussexcountype.gov




Sussex County

DELAWARE
sussexcountype.gov

MIKE HARMER, P.E.
SUSSEX COUNTY ENGINEER

Memorandum

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

FROM: John J. Ashman 
Director of Utility Planning & Design Review

RE: *Existing Wastewater Infrastructure Use Agreement*
Gameon Sports Complex IUA 2025-22
File: OM 9.01

DATE: June 10, 2025

The Existing Wastewater Infrastructure Use Agreement is an arrangement that collects financial contributions based on development built out flows for available capacity in the existing wastewater transmission infrastructure previously funded by the County while at the same time eliminating the granting of "oversizing" credits.

The Engineering Department requests approval of an agreement for the existing wastewater infrastructure use with **Delmarva Construction LLC** for the **Gameon Sports Complex** project in the **Oak Orchard Area**. Such an arrangement does not modify the underlying land use decision in any form. However, it allows the wastewater originating from the approved project to be conveyed through the existing transmission system previously constructed by the County.

Under the proposed arrangement, the **Gameon Sports Complex** project will connect to the existing County owned wastewater infrastructure. In return for utilization of said, **Delmarva Construction, LLC** will contribute **\$10,331.00** for the financial catch-up contribution of the existing infrastructure to serve **10.73** Equivalent Dwelling Units. Payment is required prior to connection to the county infrastructure.



EXISTING WASTEWATER INFRASTRUCTURE USE AGREEMENT

Gameon Sports Complex IUA 2025-22

THIS AGREEMENT ("Agreement"), made this _____ day of _____ 2025, by and between:

SUSSEX COUNTY, a political subdivision of the State of Delaware, hereinafter called the "County," and;

DELMARVA CONSTRUCTION, LLC a limited liability corporation and developers of a project known as **Gameon Sports Complex**, hereinafter called the "Developer."

WITNESSETH:

WHEREAS, Developer is developing a portion of tract of land identified as Tax Map parcel 234-29.00-263.12 to be known as **Gameon Sports Complex** ("Project") and;

WHEREAS, the Project is within the boundary of the Sussex County Unified Sanitary Sewer District (Oak Orchard Area) and;

WHEREAS, the Project will utilize available capacity in existing wastewater infrastructure previously funded by Sussex County.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, which is hereby acknowledged by both parties as sufficient consideration, the parties hereby agree as follows:

- (1) Developer is proposing to utilize County's existing collection and transmission capacity by connecting to existing regional infrastructure used by multiple pump stations.
- (2) In exchange for permission to connect 10.73 additional equivalent dwelling units to County's existing sanitary sewer system and to utilize the existing transmission capacity in said system, Developer agrees to financial catch-up contribution in the net amount of \$10,331.00 for said existing facilities.
- (3) The contribution amount in the case of multiple pump stations using an existing collection and transmission system is based on the ratio of average flow capacity utilization of said transmission facilities.
- (4) **Payment of the contribution will be required prior to connection to the county infrastructure.**
- (5) All the conditions of this agreement must be disclosed to any and all third-party purchasers of the project and/or part of the project prior to the time of settlement.

- (6) If the Project (as currently submitted) is amended and County determines in its sole discretion that such amendments materially affect this Agreement, this Agreement may be declared by County to be null and void, and any unused payments made pursuant to this Agreement shall be returned to Developer, unless the parties otherwise agree. Nothing herein shall prevent the parties from the negotiation of a new agreement with respect to the amended Project, as the parties may deem appropriate.
- (7) The contribution is to be placed in County's sewer capital fund and expended towards overall debt reduction or at such time when any transmission infrastructure in County's Unified Sanitary Sewer District requires capital improvements (See Chapter 110-96 of the Sussex County Code).
- (8) Developer shall be responsible for payment of any and all undiscounted system connection charges in accordance with and pursuant to the requirements of the *Sussex County Code* for all lots, due at such time the Developer receives the sewer connection permit.
- (9) Developer shall comply in all aspects with the *Sussex County Code* and any other local, state, county, or federal laws, regulations, or policies that may be applicable and as such may be hereinafter amended.
- (10) Prior to the commencement of construction of any sanitary sewer facilities for the Project, Developer shall obtain a project construction permit from the County in accordance with and pursuant to the requirements of the *Sussex County Code*.
- (11) In order to allow the opportunity for a County representative to be present as the County so chooses, Developer shall send written notice to County of the date upon which connection to the County regional transmission system will be made. Developer shall follow County's written or verbal instructions in making said connection to the County sanitary sewer system.
- (12) Developer may assign this Agreement in whole or in part to any entity controlled directly or indirectly by Developer or to any third party who purchases, leases or otherwise controls any portion of Developer's property without the consent of County. Developer, and any subsequent assignees or successors shall provide County at least ten (10) days' written notice of any such assignment. Any other assignments, transfers, or conveyances with respect to this Agreement are prohibited without prior written consent of County.
- (13) To the extent permitted by law, Developer shall indemnify and hold harmless County, and its appointed and elected officials, employees, licensees, and agents for any claims, losses, liabilities, suits, or damages, including but not limited to reasonable attorneys' fees, professional engineering fees, and any other costs of

litigation, arising out of Developer's negligence in connection with its performance of this Agreement, including but not limited to damage to the County's infrastructure in making connection to County's regional transmission system. The obligations of this Paragraph shall survive the termination of this Agreement.

- (14) All the terms, covenants, and conditions of this Agreement shall in all respects be governed and construed under and pursuant to the Laws of the State of Delaware without respect to its conflict of law provisions. This Agreement may only be amended, supplemented or modified by a subsequent written agreement executed by all the parties hereto.
- (15) This Agreement and exhibits constitute the final, entire and exclusive agreement between the parties with respect to the subject matter of all matters discussed in it and supersedes all prior or contemporaneous discussions, statements, representations, warranties or agreements, whether written or oral, made in connection with the Agreement described herein.
- (16) It is mutually agreed between the parties that no review, approval, acceptance, and/or payment made under this Agreement shall be conclusive evidence of the performance of the Agreement, either wholly or in part, and that no review, approval, acceptance, and/or payment shall be construed as acceptance of defective work by County, nor in any way relieve Developer of its responsibility for the adequacy of its work.
- (17) The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. Neither party shall be deemed to have waived any rights under this Agreement unless such waiver is expressly given in writing and signed by the waiving party. No delay or omission on the part of either party in exercising any right shall operate as a waiver of such right or any other right.
- (18) This Agreement shall be executed in duplicate, any copy of which shall be considered and construed as and for the original.
- (19) If any provision of this Agreement shall be deemed invalid or unenforceable for any reason whatsoever, then such invalidity or unenforceability shall not render invalid or unenforceable any of the other provisions of this Agreement which may be given effect without such invalid or unenforceable provision, and to this end, the provisions of this Agreement are hereby deemed to be severable.

Any notice required to be delivered to or by either party under this Agreement shall be sent by U.S. first class mail. For purposes of this provision, the address of the County is 2 The Circle, P.O. Box 589, Georgetown, Delaware, 19947, and the address of the Developer is **18724 Harbeson Road, Harbeson Delaware 19951.**

IN WITNESS, WHEREOF, the respective parties hereto have affixed their hands and seals the day and year aforesaid.

FOR THE COUNTY:

{Seal}

By: _____
(President - Sussex County Council)

_____ (DATE)

ATTEST:

Tracy N. Torbert
Clerk of the County Council

FOR DELMARVA CONSTRUCTION, LLC

By: _____ (Seal)
Juan Hernandez

_____ (DATE)

WITNESS: _____

IN WITNESS, WHEREOF, the respective parties hereto have affixed their hands
and seals the day and year aforesaid.

FOR THE COUNTY:

{Seal}

By: _____
(President - Sussex County Council)

_____ (DATE)

ATTEST:

Tracy N. Torbert
Clerk of the County Council

FOR DELMARVA CONSTRUCTION, LLC

By: Juan Hernandez (Seal)
Juan Hernandez

05/20/2025 (DATE)

WITNESS: _____

ENGINEERING DEPARTMENT

JOHN J. ASHMAN
DIRECTOR OF UTILITY PLANNING & DESIGN REVIEW
(302) 855-7370 T
(302) 854-5391 F
jashman@sussexcountype.gov




Sussex County

DELAWARE
sussexcountype.gov

MIKE HARMER, P.E.
SUSSEX COUNTY ENGINEER

Memorandum

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

FROM: John J. Ashman 
Director of Utility Planning & Design Review

RE: *Existing Wastewater Infrastructure Use Agreement*
The Commons on Vines Creek IUA1271
File: OM 9.01

DATE: June 10, 2025

The Existing Wastewater Infrastructure Use Agreement is an arrangement that collects financial contributions based on development built out flows for available capacity in the existing wastewater transmission infrastructure previously funded by the County while at the same time eliminating the granting of "oversizing" credits.

The Engineering Department requests approval of an agreement for the existing wastewater infrastructure use with **Morse Holdings, LLC** for **The Commons on Vines Creek** project in the **Dagsboro/Frankford Area**. Such an arrangement does not modify the underlying land use decision in any form. However, it allows the wastewater originating from the approved project to be conveyed through the existing transmission system previously constructed by the County.

Under the proposed arrangement, **The Commons on Vines Creek** project will connect to the existing County owned wastewater infrastructure. In return for utilization of said, **Morse Holdings, LLC** will contribute **\$33,209.00** for the financial catch-up contribution of the existing infrastructure to serve **26.75** Equivalent Dwelling Units. Payment is required prior to beneficial acceptance of the on-site collection system for each Phase.



RECEIVED
5/16/25

EXISTING WASTEWATER INFRASTRUCTURE USE AGREEMENT

The Commons on Vines Creek – IUA1271

THIS AGREEMENT (“Agreement”), made this 27th day of MAY 2025, by and between:

SUSSEX COUNTY, a political subdivision of the State of Delaware, hereinafter called the “County,” and;

MORSE HOLDING, LLC a limited liability corporation and developers of a project known as **The Commons on Vines Creek Road**, hereinafter called the “Developer.”

WITNESSETH:

WHEREAS, Developer is developing several tracts of land identified as Tax Map parcels 233-11.00-149.00, 149.01, 150.00 & 151.00 to be known as **The Commons on Vines Creek Road** (“Project”) and;

WHEREAS, the Project is within the boundary of the Sussex County Unified Sanitary Sewer District (Dagsboro/Frankford Area) and;

WHEREAS, the Project will utilize available capacity in existing wastewater infrastructure previously funded by Sussex County.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, which is hereby acknowledged by both parties as sufficient consideration, the parties hereby agree as follows:

- (1) Developer is proposing to utilize County’s existing collection and transmission capacity by connecting to existing regional infrastructure used by multiple pump stations.
- (2) In exchange for permission to connect 26.75 additional equivalent dwelling units to County’s existing sanitary sewer system and to utilize the existing transmission capacity in said system, Developer agrees to financial catch-up contribution in the net amount of \$33,209.00 for said existing facilities.
- (3) The contribution amount in the case of multiple pump stations using an existing collection and transmission system is based on the ratio of average flow capacity utilization of said transmission facilities.
- (4) **Payment of the contribution will be required prior to beneficial acceptance of the on-site sewer collection system for each Phase.**

Phase 1 (Commercial Area) \$8,379.84

Phase 2 (Residential Area) \$24,829.16

- (5) All the conditions of this agreement must be disclosed to any and all third-party purchasers of the project and/or part of the project prior to the time of settlement.
- (6) If the Project (as currently submitted) is amended and County determines in its sole discretion that such amendments materially affect this Agreement, this Agreement may be declared by County to be null and void, and any unused payments made pursuant to this Agreement shall be returned to Developer, unless the parties otherwise agree. Nothing herein shall prevent the parties from the negotiation of a new agreement with respect to the amended Project, as the parties may deem appropriate.
- (7) The contribution is to be placed in County's sewer capital fund and expended towards overall debt reduction or at such time when any transmission infrastructure in County's Unified Sanitary Sewer District requires capital improvements (See Chapter 110-96 of the Sussex County Code).
- (8) Developer shall be responsible for payment of any and all undiscounted system connection charges in accordance with and pursuant to the requirements of the *Sussex County Code* for all lots, due at such time the Developer receives the sewer connection permit.
- (9) Developer shall comply in all aspects with the *Sussex County Code* and any other local, state, county, or federal laws, regulations, or policies that may be applicable and as such may be hereinafter amended.
- (10) Prior to the commencement of construction of any sanitary sewer facilities for the Project, Developer shall obtain a project construction permit from the County in accordance with and pursuant to the requirements of the *Sussex County Code*.
- (11) In order to allow the opportunity for a County representative to be present as the County so chooses, Developer shall send written notice to County of the date upon which connection to the County regional transmission system will be made. Developer shall follow County's written or verbal instructions in making said connection to the County sanitary sewer system.
- (12) Developer may assign this Agreement in whole or in part to any entity controlled directly or indirectly by Developer or to any third party who purchases, leases or otherwise controls any portion of Developer's property without the consent of County. Developer, and any subsequent assignees or successors shall provide County at least ten (10) days' written notice of any such assignment. Any other assignments, transfers, or conveyances with respect to this Agreement are prohibited without prior written consent of County.

- (13) To the extent permitted by law, Developer shall indemnify and hold harmless County, and its appointed and elected officials, employees, licensees, and agents for any claims, losses, liabilities, suits, or damages, including but not limited to reasonable attorneys' fees, professional engineering fees, and any other costs of litigation, arising out of Developer's negligence in connection with its performance of this Agreement, including but not limited to damage to the County's infrastructure in making connection to County's regional transmission system. The obligations of this Paragraph shall survive the termination of this Agreement.
- (14) All the terms, covenants, and conditions of this Agreement shall in all respects be governed and construed under and pursuant to the Laws of the State of Delaware without respect to its conflict of law provisions. This Agreement may only be amended, supplemented or modified by a subsequent written agreement executed by all the parties hereto.
- (15) This Agreement and exhibits constitute the final, entire and exclusive agreement between the parties with respect to the subject matter of all matters discussed in it and supersedes all prior or contemporaneous discussions, statements, representations, warranties or agreements, whether written or oral, made in connection with the Agreement described herein.
- (16) It is mutually agreed between the parties that no review, approval, acceptance, and/or payment made under this Agreement shall be conclusive evidence of the performance of the Agreement, either wholly or in part, and that no review, approval, acceptance, and/or payment shall be construed as acceptance of defective work by County, nor in any way relieve Developer of its responsibility for the adequacy of its work.
- (17) The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. Neither party shall be deemed to have waived any rights under this Agreement unless such waiver is expressly given in writing and signed by the waiving party. No delay or omission on the part of either party in exercising any right shall operate as a waiver of such right or any other right.
- (18) This Agreement shall be executed in duplicate, any copy of which shall be considered and construed as and for the original.
- (19) If any provision of this Agreement shall be deemed invalid or unenforceable for any reason whatsoever, then such invalidity or unenforceability shall not render invalid or unenforceable any of the other provisions of this Agreement which may be given effect without such invalid or unenforceable provision, and to this end, the provisions of this Agreement are hereby deemed to be severable.

Any notice required to be delivered to or by either party under this Agreement shall be sent by U.S. first class mail. For purposes of this provision, the address of the County is 2 The

Circle, P.O. Box 589, Georgetown, Delaware, 19947, and the address of the Developer is **30291 Iron Branch Road, Dagsboro Delaware 19939.**

IN WITNESS, WHEREOF, the respective parties hereto have affixed their hands
and seals the day and year aforesaid.

FOR THE COUNTY:

{Seal}

By: _____
(President - Sussex County Council)

_____ (DATE)

ATTEST:

Tracy N. Torbert
Clerk of the County Council

FOR MORSE HOLDINGS, LLC

By: Thomas Morse (Seal)
Thomas Morse

5/27/25 (DATE)

WITNESS: Pamela Lueders

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



Sussex County
DELAWARE
sussexcountype.gov

Memorandum

To: Sussex County Council Members

From: Jamie Whitehouse, AICP, Planning & Zoning Director

CC: Everett Moore, County Attorney

Date: June 5, 2025

RE: County Council Report for Roxana Road Storage – Request for extension of Conditional Use (C/U 2293)

On May 27, 2025, the Planning and Zoning Department received a request for a time extension of Conditional Use (C/U 2293) for storage units and outdoor storage of boats. The Conditional Use was approved by Sussex County Council on June 14, 2022. The applicant indicates that construction was delayed due to reasons outside of their reasonable control. The Conditional Use approval is valid for a period of three years and will expire on June 14, 2025, unless “construction or use” is “substantially underway.” The property is located on the west side of Roxana Road (Rt. 17), approximately 0.68-mile northeast of the intersection of Roxana Road and Daisey Road (Rt. 370).

The applicant filed this request with the Planning & Zoning Department in writing on May 27, 2025. The request for extension has been submitted under the sunset provision of (§99-40(C)) which allows an applicant to request up to a six-month extension of the Conditional Use approval. The Council may grant a time extension for up to six (6) months pursuant to (§99-40 based on the following:

1. Prior to the expiration of its current approval, any applicant holding a currently valid approval as set forth in this § 99-40C may request an extension up to six months for the validity of said approval. The six-month period shall commence upon the date of expiration of the current approval. Such a request must be in writing and delivered to the Director on or before the expiration date of its current approval. At a minimum, the written request must include the following information:
 - (a) A schedule or plan for the project describing the steps that have been completed through the date of the extension request and describing the remaining steps to be completed. For any steps that remain outstanding, the applicant is to provide the anticipated time frame for completing those remaining steps.
 - (b) A detailed explanation of the reasons in support of the applicant's request for the time extension. The applicant is to include an explanation of whether such reasons were within the applicant's reasonable control. Examples of reasons beyond the applicant's reasonable control include, but are not limited to, undue delays in receiving regulatory approvals, litigation affecting the progression of the project, third-party economic restrictions of an



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

extraordinary or unreasonable nature, or delays caused by significant medical or health issues impacting the applicant's key stakeholders.

- (d) For conditional uses, a specific schedule and plan demonstrating that the construction or use will be substantially underway within six months of the expiration of the current approval.

The Planning & Zoning Commission considered the time-extension request at the meeting on June 4, 2025, and the Commission unanimously recommended that a 6-month time extension be granted.

If the Council agrees, there should be a motion that based upon the authority granted to the Council under (§99-40(C)), and based upon compliance with the requirements of the referenced Ordinance, supporting documentation, and the recommendation of the Director of Planning and Zoning that Conditional Use 2293 shall be granted a six (6) month time extension until December 14, 2025, which is six (6) months from June 14, 2025, the original expiration date for the Conditional Use.



GINA A. JENNINGS, MBA, MPA
FINANCE DIRECTOR

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



Sussex County
DELAWARE
sussexcountyde.gov

MEMORANDUM:

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

FROM: Andrea M. Wall
Manager of Accounting

SUBJECT: **INSURANCE RECOMMENDATION**

DATE: June 6, 2025

As we approached the renewal of our insurance package on July 1, our broker Alliant recommended that Sussex County market all lines of our insurance coverage

This year's renewal is significantly impacted by the upgrades at our South Coastal Wastewater Treatment Facility, these upgrades increased our insured value by just over \$46.5 million. We also added a new paramedic station and upgraded facilities at the James Farm. Most of the increase that is being presented results from these increased values, and does not reflect increased claim activity or the insurability of Sussex County.

Some highlights of our insurance renewal include:

- A two-year rate guarantee from Liberty Mutual for workers comp coverage
- Addition of Volunteer Coverage & Crisis Response Program
- Additional \$1M in Fiduciary Coverage

The Volunteer Coverage provides medical costs if they are injured while serving Sussex County. The Crisis Response Program addition is supported by the Safety Manger, and would provide coverage even when there is not physical loss but a triggering event or threat has occurred. I have included information on these two new lines of coverage in your packet.



On Tuesday, I will be recommending we renew with the insurers listed below, and this recommendation is supported by our insurance consultant, Angela Tennis.

- Package Policy (Property, Inland Marine, Auto and Liability)-*Glatfelter*
- Equipment Breakdown-*CNA*
- Workers' Compensation-*Liberty Mutual*
- Airport Liability-*Chubb*
- Public Officials-*Indian Harbor/RSUI*
- Crime-*Great American*
- Cyber-*Lloyds/Crum & Forster*
- Pollution-*Chubb*
- Fiduciary-*Hudson*
- Volunteer- *Beazley*
- Crisis Response - *AIG*

Angela Tennis from Insurance Buyers Council will be available to discuss the renewal and market conditions further and answer any questions.

ENGINEERING DEPARTMENT

MIKE HARMER, P.E.
SUSSEX COUNTY ENGINEER

(302) 855-7370 T

(302) 854-5391 F

mike.harmer@sussexcountype.gov



Sussex County

DELAWARE
sussexcountype.gov

Memorandum

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

FROM: Mike Harmer, P.E., County Engineer
Paul Mauser, P.E., Assistant County Engineer

RE: Warwick Park Septic Elimination Project – Phase 2, S24-20
A. George, Miles & Buhr, LLC (GMB) – Amendment #1

DATE: June 10, 2025

Project Background Information: In August of 2022, County Council granted Permission to Prepare and Post Notices for an expansion of the Sussex County Unified Sanitary Sewer District (Oak Orchard Area) to include Warwick Park, Warwick Cove, and Gull Point. The Engineering Department distributed polling letters to all residents of the communities. The Warwick Cove & Warwick Park returns were positive but the returns for Gull Point initially were not.

During the background investigation, the Engineering Department discovered that DNREC had contacted Gull Point in 2012, notifying the community that their operating permit would expire in 5 years and plant upgrades would be required following the promulgation of the Pollution Control Strategy (PCS) Regulations.

The Public Hearing was held on October 29, 2022, at Indian River Fire Hall in Oak Orchard. The presentation included the annexation process and the estimated rates, which were presented as a 2-part project, one for Warwick Cove and Gull Point having existing community systems and one for Warwick Park which will require a full collection system.

There appeared to be strong support from the Warwick Cove and Warwick Park residents in attendance however there was minimal attendance from Gull Point. Following the meeting, the Department was asked to attend a separate meeting for Gull Point to explain to those not in attendance the information shared at the Public Hearing as the community was unaware of the 2012 DNREC letter and were under the impression their system was in compliance. The Gull Point special general membership meeting was held on December 10, 2022. At that point, the Board shared that DNREC had recently notified Gull Point to come into compliance with the



PCS and make an official application for a new operating permit. The Engineering Department then presented the information from the Public Hearing to the larger congregation of Gull Point property owners and the Board.

The property owners and the Board engaged in a lengthy Q&A discussion with the County Engineer and then called for a vote on the desire of the community to be included in the project. The result was unanimous on the part of the members present for Gull Point to remain in the expansion area and be part of the project. On January 10, 2023 County Council approved the recommendation of the Engineering Department to expand the Sanitary Sewer District Boundary to include the Warwick Park area.

Proposed Septic Elimination Project: The connection of the Warwick Park community (established approximately 1974, currently 192 lots) to the County's sewer system will eliminate an estimated 7,200 pounds of Total Nitrogen (TN) per year from the Indian River and Indian River Bay. The County proposes to install a gravity collection system with an extension to the new Pump Station for Gull Point and Warwick Cove (to be constructed as part of Warwick Park Phase 1 project). This Pump Station will convey the wastewater to the Inland Bays Regional Wastewater Facility (IBRWF).

The estimated project cost is \$9,963,400.00. 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 May 2024. The PER and EID are required for submittal of the funding application to Delaware State Revolving Fund (SRF). On December 16, 2024, the County received a Binding Commitment Letter (BCL) from DNREC Environmental Finance for the Warwick Park Septic Elimination Project – Phase 2. The County acknowledged and accepted the DNREC BCL the same day on December 16, 2024. The BCL identifies a loan amount of \$9,963,400.00 for a term of thirty (30) years. Upon completion of the project, up to \$5,470,360.00 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 February 4, 2025, the Engineering Department recommended introduction of the associated debt ordinance, authorizing the issuance of up to \$9,963,400.00 of general obligation bonds of Sussex County in connection with the construction and equipping of the Warwick Park Septic Elimination Project – Phase 2.

Public Hearing, Ordinance, & Loan Closing: A Public Hearing was held for this project at the March 4, 2025 Council Meeting and based on the favorable outcome of the Public Hearing, the Engineering Department recommended approval of up to \$9,963,400.00 of general obligation bonds of Sussex County in connection with the construction and equipping of the Warwick Park Septic Elimination Project – Phase 2. County Council adopted Ordinance No.

3079 on March 4, 2025 and authorized the issuance of up to \$9,963,400 of General Obligation Bonds of Sussex County in connection with the Warwick Park Phase II project and authorized all necessary actions in connection therewith, as detailed in the Ordinance.

Pursuant to the adoption of Ordinance No. 3079, the \$9,963,400 General Obligation Bond for this project officially closed on March 14, 2025.

GMB – Amendment #1: This project is ready to proceed to Design and Sussex County Engineering staff has contacted a consulting firm (GMB) from the list of firms selected under the 5-Year Professional Service Contracts.

The Engineering Department's Procurement process for 5-year Professional Service Contracts began in March 2024 with the issuance of RFP 24-17, Miscellaneous Engineering Services. An explanation of the selection process and a Selection Committee recommendation were presented to Council at the May 14, 2024 Council Session. Council approved a motion selecting four (4) consulting firms to provide professional services: Davis, Bowen & Friedel (DBF); George Miles and Buhr (GMB); Johnson, Mirmiran & Thompson, Inc. (JMT); and Arcadis U.S., Inc. Additionally, the motion authorized the Engineering Department to negotiate Base Professional Service Agreements for a 5-year period of July 1, 2024, through June 30, 2029. Project-based contract amendments under the base agreements or individual project-specific agreements, if required by a funding source, are to be brought to Council for authorization.

The Engineering Department coordinates with each consulting engineering firm to discuss various capital projects, including staffing, schedules and expertise to efficiently utilize the professional services available. In this situation, GMB had completed Design Services for the Warwick Park – Phase I project and was asked to develop and submit a scope of work with fee estimate for preliminary design, final design, and bidding phase services. As requested, GMB provided a Base Owner-Engineer Professional Services agreement for Design and Bidding Services associated with Warwick Park – Phase II, Project S24-20, with a total cost of \$488,300.00.

Sussex County Engineering Recommendation for County Council: The Engineering Department has reviewed the agreement, scope, and cost and recommends authorization of the agreement with GMB at the not-to-exceed value of \$488,300.00.

This is **EXHIBIT K**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 07/01/24.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1**

The Effective Date of this Amendment is: June 10, 2025

Background Data

Effective Date of Owner-Engineer Agreement: 07/01/24

Owner: Sussex County

Engineer: George, Miles & Buhr

Project: Warwick Park Phase II

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- ☒ 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 and selection and use of Exhibit C, Compensation Packet AS-1.

Agreement Summary:

Original Agreement Amount:	\$ <u>0</u>
Net Change for prior amendments:	\$ <u>0</u>
This amendment amount:	\$ <u>488,300.00</u>
Adjusted Agreement amount:	\$ <u>488,300.00</u>

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: _____

■■■■
ARCHITECTS
ENGINEERS

206 WEST MAIN STREET
SALISBURY, MD 21801
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PH: 800.789.4462
salisbury@gmbnet.com

SALISBURY
BALTIMORE
SEAFORD
LEWES
OCEAN VIEW

www.gmbnet.com

■■■■

JAMES H. WILLEY, JR., P.E.
CHARLES M. O'DONNELL, III, P.E.
A. REGGIE MARINER, JR., P.E.
JAMES C. HOAGESON, P.E.
STEPHEN L. MARSH, P.E.
DAVID A. VANDERBEEK, P.E.
ROLAND E. HOLLAND, P.E.
JASON M. LYTLE, P.E.
CHRIS B. DERBYSHIRE, P.E.
MORGAN H. HELFRICH, AIA
KATHERINE J. MCALLISTER, P.E.
W. MARK GARDOCKY, P.E.
ANDREW J. LYONS, JR., P.E.

PETER A. BOZICK, JR., P.E.
JUDY A. SCHWARTZ, P.E.
W. BRICE FOXWELL, P.E.

JOHN E. BURNSWORTH, P.E.
VINCENT A. LUCIANI, P.E.
AUTUMN J. BURNS
CHRISTOPHER J. PFEIFER, P.E.
BENJAMIN K. HEARN, P.E.

June 2, 2025

Sussex County Engineering Department
2 The Circle
PO Box 589
Georgetown, DE 19947

Attn: Mr. Paul B. Mauser, P.E.
Assistant County Engineer

Re: Proposal for Civil Engineering Professional Services
Warwick Park, Phase 2 - Sanitary Sewer Extension

Dear Paul:

George, Miles & Buhr, LLC (GMB) is pleased to present this proposal for sanitary sewer design for the Warwick Park development located in Millsboro, Delaware. Our proposal is more particularly described as follows.

PROJECT LOCATION

Warwick Park Development is situated along River Road in Millsboro, Delaware and is inclusive of the following streets: Apache Avenue, Cherokee Court, Comanche Circle, Lenape Lane, Sioux Drive, and Warwick Drive. The development is adjacent to Warwick Cove and Gull Point.

PROJECT DESCRIPTION

GMB, as the engineer of record for Warwick Park – Phase 1, has been requested to provide engineering design services for a gravity sanitary sewer collection system for the Warwick Park development which consists of 192 single-family homes. Phase 2 will connect to a stub connection provided under the Phase 1 design and will ultimately flow to proposed PS-329. The gravity sewer shall be designed to comply with Sussex County's latest design standards and standard details and will adhere to the selected design alternative No. 3 as provided in the Preliminary Engineering Report prepared by Sussex County dated May 2024.

SCOPE OF SERVICES

A. Design Phase Services

1. Kickoff meeting to review the project and contract agreement.
2. Site survey to establish horizontal and vertical control, and prepare base drawings showing topographic contours and locations of existing structures and site features, i.e. entrances, pavement, woods line, ditches, culverts, etc. as needed to prepare a base drawing. Proposed fee is based upon surveying within the Right-of-Way (ROW) and miscellaneous survey beyond the ROW to verify the design meets adequate sewer depth at identifiable, critical site locations.

3. Contact Delmarva 811 to request underground utilities be located and marked within the project area. Marked locations will be added to the survey. Some utility companies may only provide representative drawings which may or may not accurately show utility locations. If a utility location is in question and may conflict with the proposed design, GMB will utilize the services of a specialized utility locating company to accurately determine the location, size, and depth of the utility in question via alternative methods such as a ground penetrating radar and vacuum excavation.
4. Retrieving available septic permits from Delaware Open Data portal to determine the approximate location of individual septic systems to assist with the placement of sewer laterals.
5. Preliminary meeting with DelDOT to discuss proposed sewer routing options to identify potential permitting needs such as a traffic control plan, vehicular detour plan, pedestrian detour plan, pavement restoration, and any required specialized construction methods such as trenchless installation.
6. Coordinate with a Geotechnical Subconsultant for soil borings to provide soil analysis and verify the presence of ground water. We estimate approximately fifteen (15) borings with an average depth of sixteen (16) ft. Soil boring locations and soil profile to be represented on the sewer profiles.
7. Coordinate pavement corings with DelDOT Materials & Research to determine required pavement restoration.
8. Attendance at one (1) Warwick Park homeowner association meeting with SCED.
9. Prepare 30% preliminary sewer design concept and submit to SCED for review and comment.
10. 30% Design Meeting with SCED to review the proposed sewer layout. Once the preliminary design concept is approved, GMB will proceed with completing the design.
11. Prepare and submit to SCED for review and comment the 60% design documents inclusive of sewer plans and profiles, construction and standard County details, draft specifications, proposed maintenance of traffic (MOT) plan, and preliminary construction cost estimate.
12. Prepare and submit to SCED for review and comment the 90% design documents which addresses the 60% review comments and includes the Erosion and Sediment Control plans and details, updated specifications, and an updated construction cost estimate.
13. Following the 90% submittal stage, submit to the following permitting and review agencies: Sussex Conservation District for linear disturbance, DNREC for Authorization to Construct, and DelDOT Utility Permit (to be submitted by SCED and GMB to provide assistance).

14. Address the 90% review comments and submit to the review agencies and SCED 100% Contract Documents.

B. Bid Phase Services

1. Assist SCED with the advertisement to bid. SCED to place the advertisement in the appropriate newspapers.
2. Assist SCED with issuing the contract documents to prospective contractors and maintain a record of those that have received the documents.
3. Attendance at the pre-bid meeting and distribution of meeting minutes.
4. Prepare and issue addenda as necessary.
5. Respond to potential bidder's questions.
6. Review bids received and prepare bid tabulation.
7. Provide SCED with a letter of recommendation to award.

- C. Construction Phase Services – Not included; a separate proposal can be provided.

EXCLUSION, ASSUMPTIONS, AND CONSIDERATIONS

- Excludes value engineering or substantial modification of the 30% approved submittal.
- Assumes the proposed sewer will be located in the pavement within the middle of the travel lane. All streets are classified as suburban roads maintained by DelDOT.
- Maximum of three (3) easement exhibits.
- Includes two (2) days of private utility locates.
- Excludes wage rate determination. This is best to be obtained at the time of bidding since rates typically change yearly around March 15th.
- Permitting and application fees are included. Permitting fees are estimated as: DNREC NOI \$195, SCD \$630, and DNREC \$825.
- Bid Advertising fees are excluded.
- Construction Administration, and Inspection services are excluded from the proposed fee.
- It is assumed that wetlands do not exist.
- Any item not specifically indicated herein is excluded from this agreement.

FEE SUMMARY

We propose to provide the above defined Design Phase Services in accordance with EJCDC, EXHIBIT C - COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates per the following breakdown of fees:

Design & Bidding Phase Services:

Sewer Design:	\$ 442,200.00
Bidding:	\$ 7,600.00
Geotechnical:	\$ 16,000.00
Private Utility Locate:	\$ 12,000.00
Reimbursable Expenses:	<u>\$ 10,500.00</u>

TOTAL Design & Bidding Phase Services: \$ 488,300.00

This proposal is valid for a period of sixty (60) days at which time GMB reserves the right to modify the fee and/or schedule.

SCHEDULE

We propose to begin the Preliminary Design for this project immediately upon receipt of this signed proposal. We estimate seven (7) to eight (8) months to complete 90% documents and submit to SCED and the various permitting and review agencies. Once the plans are submitted to the various permitting and approval agencies, we are no longer in control of the schedule. We will maintain communication with the agencies to facilitate the review process.

If this proposal meets with your approval, please execute in the space provided below and return one (1) copy to our office as acceptance and notification to proceed. If you have any questions, do not hesitate to call me. We thank you for this opportunity.

Sincerely,

James C. Hoageson, P.E.
Sr. Project Manager

JCH/slh
Enclosure: Exhibit A

APPROVED BY SUSSEX COUNTY ENGINEERING:

By: _____

Printed Name: _____

Date: _____

Title: _____

Phone Number: _____

Email Address: _____

EXHIBIT A - WORK PROGRAM MANHOUR ESTIMATES, STANDARD HOURLY RATES & REIMBURSABLES

PART 1 - GENERAL

1. Grantee Sussex County, Delaware		2. Grant Number	
3. Name of Consultant George, Miles & Buhr, LLC		4. Date of Proposal 2-Jun-25	
5. Address of Consultant 206 West Main St Salisbury, MD 21801-4907		6. TYPE OF SERVICE TO BE FURNISHED Engineering Design-Warwick Park-Phase 2 - Sanitary Sewer Extension	

PART II - COST SUMMARY

7. DIRECT LABOR	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Project Director	400	\$ 240.00	\$ 96,000.00	
Project Engineer	1,000	\$ 150.00	\$ 150,000.00	
Project Engineer	80	\$ 150.00	\$ 12,000.00	
Graduate Engineer	240	\$ 110.00	\$ 26,400.00	
Sr Designer	700	\$ 150.00	\$ 105,000.00	
Surveyor	80	\$ 180.00	\$ 14,400.00	
Survey Crew Chief	160	\$ 130.00	\$ 20,800.00	
Survey Technician	160	\$ 90.00	\$ 14,400.00	
Project Coordinator	80	\$ 135.00	\$ 10,800.00	
DIRECT LABOR TOTAL:	2,900			\$ 449,800.00
8. INDIRECT COSTS	RATE	x BASE =	ESTIMATED COST	
Overhead and Fringe	-	\$ 449,800.00	\$ -	
INDIRECT COSTS TOTAL:				\$ -
9. OTHER DIRECT COSTS				
a. TRAVEL			ESTIMATED COST	
(1) TRANSPORTATION	mileage	2,800.00 mi @ \$0.58/mi	\$ 1,624.00	
(2) PER DIEM	meals			
TRAVEL SUBTOTAL:			\$ 1,624.00	
b. EQUIPMENT, MATERIALS, SUPPLIES			ESTIMATED COST	
	QTY.	COST		
plots/prints	1,000	\$ 3.00	\$ 3,000.00	
copies b/w	5,000	\$ 0.20	\$ 1,000.00	
copies color	102	\$ 0.50	\$ 51.00	
postage	1	\$ 175.00	\$ 175.00	
permitting fees	1	\$ 1,650.00	\$ 1,650.00	
survey equipment	20	\$ 150.00	\$ 3,000.00	
EQUIPMENT SUBTOTAL:			\$ 8,876.00	
c. SUBCONTRACTS				
Electrcial			\$ -	
Geotechnical			\$ 16,000.00	
Private Utility Locator			\$ 12,000.00	
SUBCONTRACTS SUBTOTAL:			\$ 28,000.00	
OTHER DIRECT COSTS TOTAL:				\$ 38,500.00
10. ESTIMATED COST				\$ 488,300.00
11. FEE Included in Standard Hourly Rate				\$ -
12. TOTAL ESTIMATED STANDARD HOURLY RATE FEE				\$ 488,300.00

ENGINEERING DEPARTMENT

MIKE HARMER, P.E.
SUSSEX COUNTY ENGINEER

(302) 855-7370 T
(302) 854-5391 F
mike.harmer@sussexcountype.gov



Sussex County
DELAWARE
sussexcountype.gov

Memorandum

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

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

RE: ***WATERSIDE ROAD IMPROVEMENTS, PROJECT T25-04***
A. FINAL BALANCING CHANGE ORDER & SUBSTANTIAL COMPLETION

DATE: June 10, 2025

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

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

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

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

The Election was advertised in accordance with Chapter 96 Code and held on Thursday, May 16, 2024, at the Engineering Administration Office. A total of fifty-one (51) votes were cast



in-person and by absentee ballot. Forty-nine (49) YES votes and two (2) NO votes were cast, indicating property owners were in favor of the project. The voting total indicated a 64% owner participation in the Election.

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

On February 3, 2025, a total of ten (10) bids were received, opened publicly, and read aloud in Council Chambers. On February 11, 2025, with recommendation of the Engineering Department, County Council authorized award of a contract to the low bidder, Mike Houck Construction, LLC of Salisbury, MD in the amount of \$202,500.00.

Notice to Proceed was acknowledged by the contractor, effective March 24, 2025. Construction activities proceeded with the Engineering Department providing administration and general oversight, and a recommendation of Substantial Completion effective May 9, 2025. Final quantities recognized over/underruns of unit price items, primarily associated with additional tonnage of hot-mix pavement. Change Order 1 serves as Final Balancing of the contract.

The Engineering Department recommends Council approve Change Order 1, increasing the contract value by \$10,672.19 for a final contract total of \$213,172.19, with Substantial Completion granted May 9, 2025, and the release of retainage authorized.

The Engineering Department will next coordinate an assessment roll with the Finance Director, then schedule and hold a public hearing for examination and public comment and return to Council for a final resolution to adopt the assessment roll. The billing of assessments for this Chapter 96 project will proceed after adoption of the assessment roll.

Enclosures: Change Order 1



**SUSSEX COUNTY
CHANGE ORDER REQUEST**

A. ADMINISTRATIVE:

1. Project Name: **Waterside Road Improvements**
2. Sussex County Project No. T25-04
3. Change Order No. 1
4. Date Change Order Initiated - 06/10/2025
5.
 - a. Original Contract Sum \$202,500.00
 - b. Net Change by Previous Change Orders \$0
 - c. Contract Sum Prior to Current Change Order \$202,500.00
 - d. Requested Change \$10,672.19
 - e. Net Change (No. of days) 0
 - f. New Contract Amount \$213,172.19
6. Contact Person: Patrick Brown, P.E. Telephone No. (302) 855-7815

B. REASON FOR CHANGE ORDER (CHECK ONE)

- ☐ 1. Differing Site Conditions
- ☐ 2. Errors and Omissions in Construction Drawings and Specifications
- ☐ 3. Changes Instituted by Regulatory Requirements
- ☐ 4. Design Change
- ☒ 5. Overrun/Underrun in Quantity
- ☐ 6. Factors Affecting Time of Completion

B. REASON FOR CHANGE ORDER (continued)

— 7. Other (explain below):

C. BRIEF DESCRIPTION OF CHANGE ORDER:

Change Order 1 provides Final Balancing of Contract Amount with a net increase in total value to address overrun / underrun of several unit price items.

D. JUSTIFICATION FOR CHANGE ORDER INCLUDED?

Yes X No

E. APPROVALS

1. Mike Houck Construction, LLC., Contractor

Michael Houck Sr. 06/04/2025
Signature Date

Michael Houck Sr. / owner
Representative's Name in Block Letters

2. Sussex County Engineer

Signature Date

3. Sussex County Council President

Signature Date

ENGINEERING DEPARTMENT

MIKE HARMER, P.E.
SUSSEX COUNTY ENGINEER

(302) 855-7370 T
(302) 854-5391 F
mike.harmer@sussexcountype.gov



Sussex County
DELAWARE
sussexcountype.gov

Memorandum

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

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

RE: ***Joy Beach Sewer Expansion, Project 20-12***
A. Change Order No. 4 (Final Balancing) and Substantial Completion

DATE: June 10, 2025

On August 29, 2017, County Council authorized the posting of notices for a public hearing regarding the Joy Beach Community and adjacent parcels area expansion of the Sussex County Unified Sewer District. Based on a recommendation from the Engineering Department, annexation of the proposed sewer boundary was adopted on November 7, 2017, by Resolution R 030 17.

Following the August 13, 2019, public hearing County Council adopted Ordinance No. 2671 providing for issuance of Sussex County General Obligation Bonds up to \$5,691,821 to finance or reimburse the County for a portion of costs for design, construction and equipping of the Project, with an expectation of principal forgiveness up to \$3,396,000 to reduce the principal amount to \$2,295,821 upon Project completion.

The Engineering Department's procurement process for 5-year Professional Service Contracts began in January 2019 with issuance of RFP 19-22, Miscellaneous Engineering Services. On May 14, 2019, Council approved the selection of Davis, Bowen & Friedel (DBF); George Miles and Buhr (GMB); and KCI Technologies, Inc. (KCI). The Engineering Department selected KCI to submit a proposal for design, and bidding phase services associated with the Joy Beach Sewer Expansion Project.

Subsequently, KCI provided Amendment No. 1 to the Base Owner-Engineer Professional Services Agreement dated September 10, 2019, for design and bidding services associated with the Joy Beach Sewer Expansion Project, with an estimated total cost of \$340,300.00. On October 22, 2019, Council awarded Amendment No. 1 for professional services at a not-to-exceed value of \$340,300.00, for design and bidding of the Joy Beach Sewer Expansion.



After a lengthy easement acquisition and permitting phase Invitations to Bid were advertised in the local newspaper, as well as available to view on the County website early in 2023. Nine (9) contractors attended the pre-bid meeting on February 1, 2023, and on February 22, 2023, six (6) bids were received. The low bidder was Chesapeake Turf, LLC at \$4,758,640.00. The Engineering Department recommended award to Chesapeake Turf in the same amount.

During the Engineering Department's pre-award debriefing with Chesapeake Turf, the contractor proposed two cost saving means & methods changes. The first one replaced the open cut method of forcemain installation with a directional drill approach. The Engineering Department agreed if all driveway restoration unit cost items (26,27&28) were zeroed out as well as any additional air release manholes provided by the contractor at no cost. In addition, Chesapeake Turf suggested to replace the boring and jacking installation method of the steel casing under Waterview Road with a directional drill for a 10%-unit price reduction of item 17 and the acquisition of the associated temporary construction easement at their expense. On April 18, 2023, Council approved award to Chesapeake Turf in the amount of \$4,758,640.00 and Change Order No. 1 in the overall reduction amount of \$63,250.00.

Construction has been underway since the Notice to Proceed on August 14, 2023, with most of the work focused on the installation of the pump station, 3 and 4-inch forcemain, residential grinder pumps and connections to the forcemain. The receipt of various critical components which enable the grinder pump to connect with the forcemain and become operational were delayed. Additionally, delivery of various pump station electrical components has been delayed, further lengthening the timeframe for completion of pump station.

Chesapeake Turf, LLC reached substantial completion for the pressurized system before June 12, 2024, for the work involving the installation of 3 and 4-inch low pressure force main, 1 ¼-inch low pressure laterals and appurtenances, along with (30), E-One grinder pumps. This portion of the system was deemed operational, and connection letters were sent to those residences in September 2024.

The remainder of the project included installation of gravity sewer within Joy Beach. Because of the delays detailed above, the gravity sewer was planned for installation during the summer of 2024. This was problematic recognizing that Joy Beach has many seasonal residents and construction during this timeframe would create unnecessary hardships. Chesapeake Turf, LLC requested an overall non-compensatory time extension of 226 calendar days and a non-compensatory 90 calendar day contract suspension to cover the summer months. Council approved the request via Change Order No. 2 on April 30, 2024.

After the non-compensatory 90 calendar day suspension, the installation of the gravity sewer and base paving of the of roads within the Joy Beach community were completed by December 21, 2024. However, based upon current ambient temperatures, placement of the final wearing coat pavement is not recommended. A non-compensatory time extension was requested to permit this final paving to occur when temperatures are within the specification range. Chesapeake Turf, LLC requested a non-compensatory time extension of 115 calendar days to

the Substantial Completion and Final Payment dates to permit this work to be completed. Council approved the request via Change Order #3 on January 7, 2025.

The remainder of the project was completed, and a final progress meeting and walk through with DNREC was held on April 24, 2025. Substantial Completion was granted effective April 25, 2025, and punch list items were provided. Chesapeake Turf, LLC completed all items identified on the punch list effective 30 calendar days later.

Coordination of the project close-out process included a review of as-built drawings and finalization of all quantities summarized in Change Order #4.

The Engineering Department recommends Council's approval of the balancing Change Order #4, decreasing the contract by \$ 133,687.60 for a final value of \$ 4,561,702.40 as well as granting of substantial completion.

Enclosure: EJCDC C-941, Change Order

Date of Issuance: 06/03/2025
Owner: Sussex County
Contractor: Chesapeake Turf, LLC
Engineer: KCI Technologies
Project: Joy Beach Sewer Expansion

Effective Date: 06/03/2025
Owner's Contract No.: S20-12
Contractor's Project No.:
Engineer's Project No.:
Contract Name:

The Contract is modified as follows upon execution of this Change Order:

CO #4 provides for the Final Balancing of Contract Quantities.

Attachments:

CO #4 Summary Sheet

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 4,758,640.00	Original Contract Times: Substantial Completion: <u>270</u> calendar days Ready for Final Payment: <u>300</u> calendar days
Decrease from previously approved Change Orders No. 1 to No. <u>3</u> : \$(-63,250.00)	Increase from previously approved Change Orders No. <u>1</u> to No. <u>3</u> : Substantial Completion: <u>341</u> Ready for Final Payment: <u>341</u> (time included a 90-calendar day contract suspension)
Contract Price prior to this Change Order: \$ 4,695,390.00	Contract Times prior to this Change Order: Substantial Completion: <u>611</u> calendar days Ready for Final Payment: <u>641</u> calendar days (time included a 90-calendar day contract suspension)
Increase/Decrease of this Change Order: \$ (-133,687.60)	Increase of this Change Order: Substantial Completion: <u>0</u> calendar days Ready for Final Payment: <u>0</u> calendar days
Contract Price incorporating this Change Order: \$ 4,561,702.40	Contract Times with all approved Change Orders: Substantial Completion: <u>611</u> calendar days Ready for Final Payment: <u>641</u> calendar days (time included a 90-calendar day contract suspension)

RECOMMENDED:
By: James T. Johnson
Engineer (if required)
Title: Project Engineer
Date: 6/4/2025

ACCEPTED:
By: _____
Owner (Authorized Signature)

ACCEPTED:
By: Mark Tucker
Contractor (Authorized Signature)
Title: Managing Member
Date: 06/05/2025

Approved by Funding Agency (if applicable)

By: _____
Title: _____

Date: _____

Contract S20-12

**Joy Beach Sewer Project
CO #4 - Final Bid Items Balancing
Balancing of Quantities Change Order Cost Summary Sheet**

Bid Item No.	Description	Bid Quantity	Units	Unit Price	Actual Quantity	ADD	DEDUCT
1	Mobilization, Demobilization, Bonds & Insurance	1	LS	\$ 210,000.00	1	\$ -	\$ -
2	Maintenance of Traffic and Pedestrians	1	LS	\$ 114,800.00	1	\$ -	\$ -
3	Furnish and Install Erosion and Sediment Control Measures	1	LS	\$ 151,500.00	1	\$ -	\$ -
4	Furnish and Install Package Pump Station	1	LS	\$ 534,350.00	1	\$ -	\$ -
5	Furnish and Install SDR 35 PVC Gravity Sewer Main	4700	LF	\$ 189.20	4679	\$ -	\$ (3,973.20)
6	Furnish and Install Sanitary Sewer Manholes	95	VF	\$ 1,430.00	95.4	\$ 572.00	\$ -
7	Furnish and Install 6 inch Sanitary Sewer Service Laterals	1350	LF	\$ 113.30	1573	\$ 25,265.90	\$ -
8	Furnish and Install 6 inch Sanitary Sewer Cleanouts	55	EA	\$ 2,600.00	55	\$ -	\$ -
9	Furnish and Install Standard E-One Simplex Grinder Station Complete. Model DH071F-93	27	EA	\$ 18,725.00	28	\$ 18,725.00	\$ -
10	Furnish and Install Watertight E-One Simplex Grinder Station Complete. Model DH071F-93	14	EA	\$ 22,700.00	14	\$ -	\$ -
11	Furnish and Install Standard E-One Simplex Grinder Station Complete. Model DH071-124 (Parcel 153.00)	1	EA	\$ 21,100.00	1	\$ -	\$ -
12	Furnish and Install Standard E-One Simplex Grinder Station Complete. Model DH071-124 (Parcels 171.00 & 179.00)	2	EA	\$ 24,200.00	2	\$ -	\$ -
13	Furnish to County Standard E-One Simplex Grinder Station Model DH071-93	3	EA	\$ 10,200.00	2	\$ -	\$ (10,200.00)
14	Furnish to County Watertight E-One Simplex Grinder Station Complete. Model DH071F-93	1	EA	\$ 13,200.00	1	\$ -	\$ -
15	Furnish and Install Low Pressure 3" PVC DR-21 Sewer Main	5900	LF	\$ 26.30	5900	\$ -	\$ -
16	Furnish and Install Low Pressure 4" PVC DR-18 Sewer Main	1500	LF	\$ 40.00	1500	\$ -	\$ -
17	Furnish and Install 10" Steel Casing by Jack and Bore Method	100	LF	\$ 1,100.00	100	\$ -	\$ -
18	Furnish and Install Low Pressure 1 1/4 " Sewer Lateral by DD	7500	LF	\$ 30.20	7882	\$ 11,536.40	\$ -
19	Furnish and Install Low Pressure 1 1/4 " Sewer Lateral by OC	500	LF	\$ 66.00	80	\$ -	\$ (27,720.00)
20	Furnish and Install Low Pressure 2 " Sewer Lateral by OC	20	LF	\$ 122.00	20	\$ -	\$ -
21	Connect New 4 inch FM to Existing MH	1	EA	\$ 25,200.00	1	\$ -	\$ -
22	Furnish and Install 1 1/4 inch Lateral Isolation Valve and CB	55	EA	\$ 2,835.00	55	\$ -	\$ -
23	Furnish and Install 2 inch Lateral Isolation Valve and CB	2	EA	\$ 2,660.00	1	\$ -	\$ (2,660.00)
24	Furnish and Install 4 inch Lateral Isolation Valve and CB	1	EA	\$ 3,095.00	1	\$ -	\$ -
25	Furnish & Install Toning Wire Box	6	EA	\$ 1,085.00	6	\$ -	\$ -
26	Furnish and Place Asphalt Driveway Restoration (2" Type C)	2500	SY	\$ 11.00	Item eliminated by CO#1	\$ -	\$ -
27	Furnish and Place Stone or Gravel Driveway Restoration - 4"	2500	SY	\$ 3.50	Item eliminated by CO#1	\$ -	\$ -
28	Furnish and Place Concrete Driveway Restoration - 6 " Reinforced	400	SF	\$ 40.00	Item eliminated by CO#1	\$ -	\$ -
29	Furnish and Install Hot Mix Type "C" Asphalt	1200	TON	\$ 178.00	920.00	\$ -	\$ (49,840.00)
30	Furnish and Install Hot Mix Type "B" Asphalt	1000	TON	\$ 178.00	943.35	\$ -	\$ (10,083.70)
31	Furnish, Place & Compact Graded Aggregate Type"B" Crusher Run	1200	CY	\$ 142.00	845	\$ -	\$ (50,410.00)
32	1.5" Pavement Milling	5600	SY	\$ 5.60	5600	\$ -	\$ -
Part A - Subtotal						\$ 56,099.30	\$ (154,886.90)

Bid Item No.	Description	Bid Quantity	Units	Unit Price	Actual Quantity	ADD	DEDUCT
Contingent Bid Items							
33	Miscellaneous Excavation and Select Backfill	50	CY	\$ 100.00	0	\$ -	\$ (5,000.00)
34	Furnish and Place Miscellaneous 4000 PSI Concrete	20	CY	\$ 200.00	8	\$ -	\$ (2,400.00)
35	Furnish and Place Porous Fill Material, Coarse Aggregate No. 57 Stone	50	CY	\$ 150.00	0	\$ -	\$ (7,500.00)
36	Furnish and Place Borrow Material, Borrow Type "C" (Backfill)	500	CY	\$ 50.00	500	\$ -	\$ -
37	Secure Modified Proctor Tests, AASHTO T-180, Method A	5	EA	\$ 500.00	0	\$ -	\$ (2,500.00)
38	Secure Field Density Tests, AASHTO T-191	50	EA	\$ 350.00	0	\$ -	\$ (17,500.00)
Part B - Subtotal						\$ -	\$ (34,900.00)

Bid Item No.	Description	Bid Quantity	Units	Unit Price	Actual Quantity	ADD	DEDUCT
Change Orders							
CO #1	Directional Drilling Savings (eliminate Bid Item # 26-28 and reduce #17 by 10%)	1	LS	\$ (63,250.00)	1	\$ -	\$ (63,250.00)
CO #2	Non-Compensatory Time Extension	1	LS	\$ -	1	\$ -	\$ -
CO #3	Non-Compensatory Time Extension	1	LS	\$ -	1	\$ -	\$ -
CO #4	Balancing Bid Item Quantities	1	LS	\$ -	1	\$ -	\$ (133,687.60)
Part C - Subtotal						\$ -	\$ (196,937.60)

Original Contract Price	\$4,758,640.00
Part C (CO #1)	\$ (63,250.00)
Final Balancing of Used/Unused S 20-12 Bid Item Quantities Part A & B (CO #4)	\$ (133,687.60)
Final Contract Price	\$4,561,702.40

Contract S20-12

**Joy Beach Sewer Project
CO #4 - Final Bid Items Balancing
Balancing of Quantities Change Order Cost Summary Sheet**

Bid Item No.	Description	Bid Quantity	Units	Unit Price	Actual Quantity	ADD	DEDUCT
1	Mobilization, Demobilization, Bonds & Insurance	1	LS	\$ 210,000.00	1	\$ -	\$ -
2	Maintenance of Traffic and Pedestrians	1	LS	\$ 114,800.00	1	\$ -	\$ -
3	Furnish and Install Erosion and Sediment Control Measures	1	LS	\$ 151,500.00	1	\$ -	\$ -
4	Furnish and Install Package Pump Station	1	LS	\$ 534,350.00	1	\$ -	\$ -
5	Furnish and Install SDR 35 PVC Gravity Sewer Main	4700	LF	\$ 189.20	4679	\$ -	\$ (3,973.20)
6	Furnish and Install Sanitary Sewer Manholes	95	VF	\$ 1,430.00	95.4	\$ 572.00	\$ -
7	Furnish and Install 6 inch Sanitary Sewer Service Laterals	1350	LF	\$ 113.30	1573	\$ 25,265.90	\$ -
8	Furnish and Install 6 inch Sanitary Sewer Cleanouts	55	EA	\$ 2,600.00	55	\$ -	\$ -
9	Furnish and Install Standard E-One Simplex Grinder Station Complete. Model DH071F-93	27	EA	\$ 18,725.00	28	\$ 18,725.00	\$ -
10	Furnish and Install Watertight E-One Simplex Grinder Station Complete. Model DH071F-93	14	EA	\$ 22,700.00	14	\$ -	\$ -
11	Furnish and Install Standard E-One Simplex Grinder Station Complete. Model DH071-124 (Parcel 153.00)	1	EA	\$ 21,100.00	1	\$ -	\$ -
12	Furnish and Install Standard E-One Simplex Grinder Station Complete. Model DH071-124 (Parcels 171.00 & 179.00)	2	EA	\$ 24,200.00	2	\$ -	\$ -
13	Furnish to County Standard E-One Simplex Grinder Station Model DH071-93	3	EA	\$ 10,200.00	2	\$ -	\$ (10,200.00)
14	Furnish to County Watertight E-One Simplex Grinder Station Complete. Model DH071F-93	1	EA	\$ 13,200.00	1	\$ -	\$ -
15	Furnish and Install Low Pressure 3" PVC DR-21 Sewer Main	5900	LF	\$ 26.30	5900	\$ -	\$ -
16	Furnish and Install Low Pressure 4" PVC DR-18 Sewer Main	1500	LF	\$ 40.00	1500	\$ -	\$ -
17	Furnish and Install 10" Steel Casing by Jack and Bore Method	100	LF	\$ 1,100.00	100	\$ -	\$ -
18	Furnish and Install Low Pressure 1 1/4 " Sewer Lateral by DD	7500	LF	\$ 30.20	7882	\$ 11,536.40	\$ -
19	Furnish and Install Low Pressure 1 1/4 " Sewer Lateral by OC	500	LF	\$ 66.00	80	\$ -	\$ (27,720.00)
20	Furnish and Install Low Pressure 2 " Sewer Lateral by OC	20	LF	\$ 122.00	20	\$ -	\$ -
21	Connect New 4 inch FM to Existing MH	1	EA	\$ 25,200.00	1	\$ -	\$ -
22	Furnish and Install 1 1/4 inch Lateral Isolation Valve and CB	55	EA	\$ 2,835.00	55	\$ -	\$ -
23	Furnish and Install 2 inch Lateral Isolation Valve and CB	2	EA	\$ 2,660.00	1	\$ -	\$ (2,660.00)
24	Furnish and Install 4 inch Lateral Isolation Valve and CB	1	EA	\$ 3,095.00	1	\$ -	\$ -
25	Furnish & Install Toning Wire Box	6	EA	\$ 1,085.00	6	\$ -	\$ -
26	Furnish and Place Asphalt Driveway Restoration (2" Type C)	2500	SY	\$ 11.00	Item eliminated by CO#1	\$ -	\$ -
27	Furnish and Place Stone or Gravel Driveway Restoration - 4"	2500	SY	\$ 3.50	Item eliminated by CO#1	\$ -	\$ -
28	Furnish and Place Concrete Driveway Restoration - 6 " Reinforced	400	SF	\$ 40.00	Item eliminated by CO#1	\$ -	\$ -
29	Furnish and Install Hot Mix Type "C" Asphalt	1200	TON	\$ 178.00	920.00	\$ -	\$ (49,840.00)
30	Furnish and Install Hot Mix Type "B" Asphalt	1000	TON	\$ 178.00	943.35	\$ -	\$ (10,083.70)
31	Furnish, Place & Compact Graded Aggregate Type "B" Crusher Run	1200	CY	\$ 142.00	845	\$ -	\$ (50,410.00)
32	1.5" Pavement Milling	5600	SY	\$ 5.60	5600	\$ -	\$ -
Part A - Subtotal						\$ 56,099.30	\$ (154,886.90)

Bid Item No.	Description	Bid Quantity	Units	Unit Price	Actual Quantity	ADD	DEDUCT
Contingent Bid Items							
33	Miscellaneous Excavation and Select Backfill	50	CY	\$ 100.00	0	\$ -	\$ (5,000.00)
34	Furnish and Place Miscellaneous 4000 PSI Concrete	20	CY	\$ 200.00	8	\$ -	\$ (2,400.00)
35	Furnish and Place Porous Fill Material, Coarse Aggregate No. 57 Stone	50	CY	\$ 150.00	0	\$ -	\$ (7,500.00)
36	Furnish and Place Borrow Material, Borrow Type "C" (Backfill)	500	CY	\$ 50.00	500	\$ -	\$ -
37	Secure Modified Proctor Tests, AASHTO T-180, Method A	5	EA	\$ 500.00	0	\$ -	\$ (2,500.00)
38	Secure Field Density Tests, AASHTO T-191	50	EA	\$ 350.00	0	\$ -	\$ (17,500.00)
Part B - Subtotal						\$ -	\$ (34,900.00)

Bid Item No.	Description	Bid Quantity	Units	Unit Price	Actual Quantity	ADD	DEDUCT
Change Orders							
CO #1	Directional Drilling Savings (eliminate Bid Item # 26-28 and reduce #17 by 10%)	1	LS	\$ (63,250.00)	1	\$ -	\$ (63,250.00)
CO #2	Non-Compensatory Time Extension	1	LS	\$ -	1	\$ -	\$ -
CO #3	Non-Compensatory Time Extension	1	LS	\$ -	1	\$ -	\$ -
CO #4	Balancing Bid Item Quantities	1	LS	\$ -	1	\$ -	\$ (133,687.60)
Part C - Subtotal						\$ -	\$ (196,937.60)

Original Contract Price	\$4,758,640.00
Part C (CO #1)	\$ (63,250.00)
Final Balancing of Used/Unused S 20-12 Bid Item Quantities Part A & B (CO #4)	\$ (133,687.60)
Final Contract Price	\$4,561,702.40

Bobbi Albright

From: notifications=d3forms.com@mg.d3forms.com on behalf of Sussex County DE
<notifications@d3forms.com>
Sent: Wednesday, May 28, 2025 4:54 AM
To: Bobbi Albright
Subject: Form submission from: Council Grant Form

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Council Grant Form

**Legal Name of
Agency/Organization** Harry K Foundation

Project Name Harry K Foundation Food Backpack Program

Federal Tax ID 46-2934019

Non-Profit Yes

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

No

**Organization's
Mission**

The mission of the Harry K Foundation is to halt hunger and food insecurity among underprivileged children in the State of Delaware. The foundation's objectives are to: 1) Support the Public School Backpack Program, and 2) Establish Food Pantries throughout Delaware public schools and other facilities. The School Backpack program provides under-served children with backpacks full of food to supplement what is available in their households. The food pantry program establishes pantries in public schools across the state so that parents can access nourishing food as needed, helping them to better meet their budgets and adequately feed their children.

Address	313 S. Boardwalk
City	Rehoboth Beach
State	DE
Zip Code	19971
Contact Person	Laura Glascoe
Contact Title	Executive Director
Contact Phone Number	302-212-8801
Contact Email Address	laura3173@gmail.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?	2600
Are you seeking other sources of funding other than Sussex County Council?	Yes
If YES, approximately what percentage of the project's funding	23

**does the Council
grant represent?**

**Program Category
(choose all that
apply)**

Health and Human Services

**Primary Beneficiary
Category**

Youth

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

5000

Scope

The Harry K Foundation's mission is to alleviate hunger among the most vulnerable children in Delaware. Since its inception in 2013, the Harry K Foundation has developed 3 key programs that reach out to children from low-income households across Delaware:

- 1) We provide school food pantries where families who are low- or low-moderate income can access food as needed. Currently we have 54 food pantries in operation throughout the state;
- 2) We distribute food backpacks to children from families in need so they are fed on weekends. Currently, we distribute 600 food backpacks to children every Friday as they prepare to go home on weekends; and
- 3) We distribute food once or twice weekly through a mobile van to areas known as "Desert Oases."

The Harry K Foundation established the Desert Oasis Feeding program during COVID-19, when we had to close our school food pantries and needed a vehicle for distribution that would allow us to reach out to the most vulnerable children to feed them. Desert Oasis sites are areas identified by the Delaware Department of Education

as those where children are less likely to attend school regularly and have access to healthy, nutritious meals. As of 2024, we have now opened three Desert Oases distribution sites at the American Legion Post in Long Neck, which acts as a staging area for our operations; in West Rehoboth, where low-income children receive after school and summer care; and at a third location in Seaford. We have also established two Desert Oasis locations in Kent and New Castle Counties to meet the need there.

As of 2024, statistics still show that one in 5 children in Delaware go to bed hungry, and that is unacceptable to filling our mission. Alleviating hunger and food insecurity in Delaware is a critical issue, and the Harry K Foundation is determined to work toward alleviating this problem for as many vulnerable children as we can. We have learned that hunger and food insecurity translate into multiple social, behavioral, physical, and educational problems for children who are affected. The physical ramifications of not having nutritional meals cause chronic health problems because of compromised immune systems.

For the 2025-26 school year, the Harry K Foundation will be opening a new Desert Oasis location near the Howard T Ennis School in Georgetown, which currently operates a pantry in the school. The Ennis pantry is now able to stay open during the summer months and when there is inclement weather or other emergencies, so that children can access food backpacks and other food, as needed, when pantries would normally be closed. This is in an area in Georgetown that is surrounded by so many low-income households that make use of the in-school pantry and will now be able to have access to it year-round. It is also strategically located near several churches and businesses that have regular food drives for the Harry K Foundation and will be able to supply some food items to the pantry along with volunteers.

The foundation is very concerned this year about having an adequate supply of food available at our sites as federal funding has been cut back for the Food Bank of Delaware, which partners with the Harry K Foundation to help us

purchase and deliver food to our locations at a very reasonable cost. This has allowed us to provide more locations to access food and more nutritional food items. It will be much harder now to keep the items needed in stock or to transport food to more remote sites because of a lack of staff to do this, so the foundation is trying to establish new Desert Oasis sites in areas where we can find some other sources of food and volunteers who are willing to help with packaging and delivering.

The Harry K Foundation is requesting a grant of \$5,000 from the Sussex County Council to support our school food backpack program during the summer months of 2025. Grant funds will help the foundation supply more food backpacks to hungry and food insecure children and families twice weekly during the summer and into the fall school year. The food backpacks will be distributed at our new Desert Oasis site near the Howard T Ennis School in Georgetown. Georgetown has a growing Latino, migrant population of low to low-moderate income families, many of whom are single parent and unable to provide healthy food during the summer months to their children who cannot access the free breakfast and lunch programs that are available during the school year. Food backpacks cost \$286.00 each to fill and replenish with nutritious food, so a grant of \$5,000 would provide for 17 backpacks over the course of the summer, refilled for the entire 12-week program.

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

17,840.00

Description

Development of Desert Oasis Mobile Pantry in Georgetown

Amount

3,900.00

Description	Supplies
Amount	1,000.00
Description	40 Food Backpacks @ \$286.00 per
Amount	11,440.00
Description	Mobile Pantry Transportation Expenses
Amount	4,000.00
Description	Staff and Volunteer Support
Amount	2,500.00
TOTAL EXPENDITURES	22,840.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	-5,000.00
Name of Organization	Harry K Foundation
Applicant/Authorized Official	Mary Lou Tietz
Date	05/28/2025
Affidavit Acknowledgement	Yes

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

From: notifications=d3forms.com@mg.d3forms.com on behalf of Sussex County DE
<notifications@d3forms.com>
Sent: Thursday, May 8, 2025 4:33 PM
To: Casey Hall
Subject: Form submission from: Council Grant Form

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

Council Grant Form

Legal Name of Agency/Organization	Millsboro Historical Society
Project Name	Jacob Godwin School
Federal Tax ID	51-0313038
Non-Profit	Yes
Does your organization or its parent organization have a religious affiliation? (If yes, fill out Section 3B.)	No
Organization's Mission	To provide an educational and historical setting for community individuals to visit for multiple purposes. This requires maintaining the grounds and building for needed maintenance and repairs.
Address	23235 Godwin School Road
City	Millsboro
State	DE
Zip Code	19966

Contact Person	John G. Mitchell
Contact Title	President
Contact Phone Number	302-381-9934
Contact Email Address	sadpearl@mediacombb.net
Total Funding Request	\$6,000.00
Has your organization received other grant funds from Sussex County Government in the last year?	No
If YES, how much was received in the last 12 months?	N/A
Are you seeking other sources of funding other than Sussex County Council?	No
If YES, approximately what percentage of the project's funding does the Council grant represent?	N/A
Program Category (choose all that apply)	Cultural Educational Other
Program Category Other	Historical

Primary Beneficiary Category	Other
Beneficiary Category Other	All
Approximately the total number of Sussex County Beneficiaries served, or expected to be served, annually by this program	250
Scope	<p>Godwin School is a historic landmark and serves as an icon for the way students learned through 1936 and with the continued support of the Sussex County Council will be able to maintain and make a portion of the improvements as necessary.</p> <p>Over the past few years the Sussex County Council has been financially supportive.</p> <p>Accordingly, we are requesting \$6,000 as board members had to personally make a total of \$2,000 in donations to meet increasing financial obligations.</p> <p>Mr. Arthur E. Cathell, Secretary/Treasurer 23344 Godwin School Road Millsboro, DE 19966</p>
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	0.00
Description	Absolute Security

Amount 0.00

Description Insurance

Amount 0.00

Description Lawn Care / Nature Path

Amount 0.00

Description Electric & Electric Repairs

Amount 0.00

Description Pressure Wash & Paint

Amount 0.00

Description Miscellaneous

Amount 0.00

TOTAL EXPENDITURES 0.00

**TOTAL DEFICIT FOR
PROJECT OR
ORGANIZATION** 0.00

Name of Organization Millsboro Historical Society

**Applicant/Authorized
Official** John G. Mitchell

Date 05/08/2025

**Affidavit
Acknowledgement** Yes

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



SUSSEX COUNTY GOVERNMENT

GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME:	True Blue Jazz Inc.		
PROJECT NAME:	2025 13th Annual True Blue Jazz Festival		
FEDERAL TAX ID:	47-1429059	NON-PROFIT:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
DOES YOUR ORGANIZATION OR ITS PARENT ORGANIZATION HAVE A RELIGIOUS AFFILIATION?			
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO *IF YES, FILL OUT SECTION 3B.			
ORGANIZATION'S MISSION:	Preservation of American Jazz through Performance & Education		
ADDRESS:	31408 Heron Circle		
	Lewes	DE	19958
	(CITY)	(STATE)	(ZIP)
CONTACT PERSON:	Peggy Raley		
TITLE:	VP / Artistic Director		
PHONE:	302-448-1766	EMAIL:	info@truebluejazz.org

TOTAL FUNDING REQUEST: 10,000.00

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?

10,000.00

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? 10%

SECTION 2: PROGRAM DESCRIPTION

PROGRAM CATEGORY (choose all that apply)

- | | | |
|--|--|---|
| <input type="checkbox"/> Fair Housing | <input type="checkbox"/> Health and Human Services | <input checked="" type="checkbox"/> Cultural |
| <input type="checkbox"/> Infrastructure ¹ | <input type="checkbox"/> Other _____ | <input checked="" type="checkbox"/> Educational |

BENEFICIARY CATEGORY

- | | | |
|---|---|---|
| <input type="checkbox"/> Disability & Special Needs | <input type="checkbox"/> Victims of Domestic Violence | <input type="checkbox"/> Homeless |
| <input type="checkbox"/> Elderly Persons | <input checked="" type="checkbox"/> Low to Moderate Income ² | <input checked="" type="checkbox"/> Youth |
| <input checked="" type="checkbox"/> Minority | <input type="checkbox"/> Other _____ | |

BENEFICIARY NUMBER

Approximately the total number of Sussex County Beneficiaries served annually by this program:

5000.00

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.

Funding secured through this Sussex County Council Grant goes directly to our Youth Jazz Educational Initiative & Programs which keeps American Jazz alive for future generations, & the Jazz Fans that love this music in our audiences today. Your Sponsorship is a pledge of support for our Youth Jazz Education Workshops, Programs & Scholarships. Our Annual Festival, as well as year round Programs that we conduct benefit Jazz Students, serves a large community of Jazz Fans, & is a promotional mechanism generating Tourism for the entire Coastal Delaware Region by contributing to increased revenue for Hotels, Restaurants, & Businesses of all manner. The economic impact is dramatic & far-reaching...considering the ripple effect that we've seen by countless visitors attending our Shows, are introduced to our area, decide to move here or retire here...buy/build a house & become part of our local economy & tax base.

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	226000.00
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	
TOTAL REVENUES	
EXPENDITURES	246800.00
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)	
Sponsor & Personal Donations	-110,000.00
Legal, Professional & Tech Support Fees	-3300.00
Food & Beverage	-7000.00
Transportation	-8000.00
Hotel	-18000.00
Advertising/Promotions	-14000.00
Artist/Talent Fees	-66500.00
Equipment Rentals & Stage Technicians	-20000.00
TOTAL EXPENDITURES	\$ 0.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	\$ 0.00

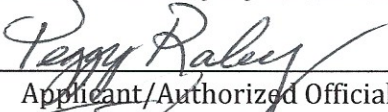
SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the True Blue Jazz Inc. 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

5/19/25

Date


Witness Signature

5/19/25

Date

Completed application can be submitted by:

Email: gjennings@sussexcountyde.gov

Mail: Sussex County Government
Attention: Gina Jennings
PO Box 589
Georgetown, DE 19947

To Be Introduced: 6/10/25

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 _____ 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. 2540 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. 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: 6/10/25

Council District 4: Mr. Hudson

Tax I.D. No.: 134-16.00-35.02

911 Address: 33476 Central Avenue, Frankford

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR MULTI-FAMILY DWELLINGS (3 UNITS) TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 2.18 ACRES, MORE OR LESS

WHEREAS, on the 8th day of November 2024, a Conditional Use application, denominated Conditional Use No. 2562 was filed on behalf of John L. Hnatishion; 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. 2562 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. 2562 as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece, or parcel of land, lying and being situate in Sussex County, Delaware, and lying on the north side of Central Avenue (S.C.R. 84), approximately 0.2 mile south of Beaver Dam Branch Road (S.C.R. 368), and being more particularly described in the attached legal description prepared by Scott and Shuman, P.A. said parcel containing 2.18 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.