

Sussex County Council Public/Media Packet

MEETING: August 11, 2020

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Sussex County Council 2 The Circle | PO Box 589 Georgetown, DE 19947 (302) 855-7743

COUNTY COUNCIL

MICHAEL H. VINCENT, PRESIDENT IRWIN G. BURTON III, VICE PRESIDENT DOUGLAS B. HUDSON JOHN L. RIELEY SAMUEL R. WILSON JR.





SUSSEX COUNTY COUNCIL

<u>AGENDA</u>

AUGUST 11, 2020

10:00 A.M.

PLEASE REVIEW MEETING INSTRUCTIONS AT THE BOTTOM OF THE AGENDA

Call to Order

Approval of Agenda

Approval of Minutes – July 28, 2020

Reading of Correspondence

Public Comments

Todd Lawson, County Administrator

- 1. Appointment Building Code Appeal Board (Board of Adjustments & Appeals)
- 2. Appointment Advisory Committee for the Aging and Adults with Physical Disabilities
- 3. Administrator's Report

Gina Jennings, Finance Director

1. Delaware Transit Reimbursement Program Request

William Pfaff, Economic Development Director

1. Kitchen Incubator Initiative

Robert Schoonover, EMS Manager of Logistics

1. Vehicle Purchases RFP - Bid Results and Recommendation to Award



Jamie Whitehouse, Planning and Zoning Director

1. Request to withdraw Change of Zone No. 1914 filed on behalf of Ronald E. and M. Candice Gray

Hans Medlarz, County Engineer

- 1. Carl M. Freeman Companies
 - A. CMF Bayside LLC, Surrender of Oversizing Credits
 - B. CMF Bayside, LLC, Infrastructure Use Agreement Weidman Parcel
 - C. Tidewater Landing, LLC, Payment in Lieu
- 2. Chesapeake Utilities
 - A. Granting of Utility Easement on Parcel 234-11.00-56.11
 - B. Granting of Utility Easement on Parcel 135-20.00-75.00
- 3. Herring Creek & Chapel Branch Sanitary Sewer Districts with Robinsonville Road Development Area Pump Stations, Project S20-06
 - A. Change Order No. 1
- 4. Herring Creek Sanitary Sewer District: North Gravity Sewer and Force Main, Project S20-07
 - A. Approval of Award
- 5. Materials Forcemain Consolidation at South Coastal Regional Wastewater Facility, Project M 20-11
 - A. Final Balancing Change Order and Final Acceptance

John Ashman, Director of Utility Planning

- 1. Cherry Walk Annexation of the Sussex County Unified Sanitary Sewer District
 - A. Public Hearing Results

Grant Requests

- 1. West Side New Beginnings for community health and safety expenditures
- 2. Millsboro Little League for new speaker system

Introduction of Proposed Zoning Ordinances

Council Members' Comments

Executive Session – Land acquisition pursuant to 29 Del.C.§10004(b)

Possible action on Executive Session items

DelDOT update and discussion related to Henlopen TID

1:30 p.m. Public Hearings

PLEASE REVIEW MEETING INSTRUCTIONS AT THE BOTTOM OF THE AGENDA.

<u>Conditional Use No. 2223 filed on behalf of A&W Burbage, LLC</u> "AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR BOAT & RV STORAGE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 3.93 ACRES, MORE OR LESS" (land lying on the northeast corner of Burgage Road and Jones Road, approximately 0.72 miles east of Omar Road) (Tax I.D. No. 134-14.00-36.00) (Part of) (911 Address: 32855 Jones Road, Frankford)

Conditional Use No. 2210 filed on behalf of Dewey Beer Company, LLC

"AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A C-1 GENERAL COMMERCIAL DISTRICT FOR A MICROBREWERY TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BROADKILL HUNDRED, SUSSEX COUNTY, CONTAINING 5.0 ACRES, MORE OR LESS" (land lying on the east side of Harbeson Road (Route 5) approximately 707 feet north of Lewes-Georgetown Highway (Route 9) (Tax I.D. No. 235-30.00-21.00) (911 Address: 18499 Harbeson Road, Harbeson)

Conditional Use No. 2217 filed on behalf of Israel Bravo

"AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR STORAGE OF UTILITIES EQUIPMENT AND VEHICLES TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SEAFORD HUNDRED, SUSSEX COUNTY, CONTAINING 6.16 ACRES, MORE OR LESS" (land lying on the east side of Sanfilippo Road approximately 0.85 mile north of Eskridge Road (S.C.R. 531) (Tax I.D. No. 331-2.00-44.07) (911 Address: 20871 Sanfilippo Road, Bridgeville)

<u>Change of Zone No. 1917 filed on behalf of Iacchetta Development Corporation</u> "AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A C-2 MEDIUM COMMERCIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 0.504 ACRE, MORE OR LESS" (land lying on the north side of Lighthouse Road (Route 54) approximately 293.7 feet west of West Line Road) (Tax I.D. No. 533-18.00-28.01) (911 Address: 33175 Lighthouse Road, Selbyville)

<u>Adjourn</u>

In accordance with 29 <u>Del.C.</u> §10004(e)(2), this Agenda was posted on August 4, 2020 at 4:20 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.

Further meeting access instructions are listed below.

-MEETING INSTRUCTIONS-

The Sussex County Council is holding this meeting under the authority issued by Governor John C. Carney through Proclamation No. 17-3292.

The public is encouraged to view the meeting on-line. Any person attending in-person will be required to go through a wellness and security screening, including a no-touch temperature check. The public will be required to wear a facial mask.

Chambers seating capacity is limited and seating assignments will be enforced.

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

The County is required to provide 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: <u>https://sussexcountyde.gov/agendas-minutes/county-council</u>.

If any member of the public would like to submit comments electronically, please feel free to send them to **rgriffith@sussexcountyde.gov**. All comments shall be submitted by 4:30 P.M. on Monday, August 10, 2020.

#

SUSSEX COUNTY COUNCIL - GEORGETOWN, DELAWARE, JULY 28, 2020

A regularly scheduled meeting of the Sussex County Council was held on Tuesday, July 28, 2020, at 10:00 a.m., in Council Chambers, with the following present:

	Michael H. Vincent Irwin G. Burton III Douglas B. Hudson John L. Rieley Samuel R. Wilson Jr. Todd F. Lawson Gina A. Jennings J. Everett Moore, Jr.	President Vice President Councilman Councilman Councilman County Administrator Finance Director County Attorney	
Call to	The Invocation and Pledge of Allegiance were led by Mr. Vincent.		
Order	Mr. Vincent called the meetin	g to order.	
M 286 20 Approve Agenda	A Motion was made by Mr. Wilson, seconded by Mr. Rieley, to approve Agenda, as posted.		
8	Motion Adopted: 4 Yeas,	1 Absent.	
	Mr. Wil	dson, Yea; Mr. Rieley, Yea; lson, Yea; Mr. Burton, Absent; lcent, Yea	
Minutes	The minutes of July 14, 2020	were approved by consent.	
Corre- spondence	Mr. Moore reported that correspondence was received from Nanticoke Senior Center. Mr. Rieley reported that correspondence was received from The Godwin School.		
Public			
Comments	Public comments were heard and the following spoke: Dan Kramer.		
M 287 20 Approve Consent	A Motion was made by Mr. Rieley, seconded by Mr. Wilson, to approve the following items listed under the Consent Agenda:		
Agenda	1. Use of Existing Wastewater Infrastructure Agreement, IUA974-1 H&D Townhouses – H&D Subdivision, LLC		
	2. Use of Existing Wastewat Hyatt Hotel – Lewes Hote	er Infrastructure Agreement el LLC (revised)	
	Motion Adopted: 4 Yeas, 1	Absent.	

M 287 20 (continued)	Mr. W	idson, Yea; Mr. Rieley, Yea; ilson, Yea; Mr. Burton, Absent; ncent, Yea	
Retiree/ EMS Director	The Council recognized EMS Director Robert A. Stuart, who is retiring on July 31, 2020 after 29 years of service to Sussex County.		
New Airport Manager	Mr. Lawson introduced the new Airport Manager, Robert L. Bryant.		
Public Hearing/ Proposed Ordinance/ GOBs/	ORDINANCE AUTHORIZ	ND AUTHORIZING ALL NECESSARY	
Land Conser- vation/ Water Quality Project	County General Obligation County for a portion of the of the Land Conservation acquisition of fee simple i Property) located in the he biodiversity of the site; (c) including wetlands creation	or the issuance of up to \$5,744,784 of Sussex Bonds in order to finance or reimburse the costs for the design, construction and equipping /Water Quality Project, consisting of the (a) nterest in a forested parcel (Comfort Burton adwaters of Guinea Creek; (b) enhancement of restoration of elements of a first order stream, at; and (d) reforestation of tillable land located eek/Rehoboth Bay sub-watershed.	
	There were no public comm	ents.	
	The Public Hearing and pul	lic record were closed.	
M 288 20 Adopt Ordinance No. 2726	AdoptOrdinanceNo. 2726 entitled "AN ORDINANCE AUTHORIZIDOrdinanceISSUANCE OF UP TO \$5,744,784 OF GENERAL OBLIGATION		
	Motion Adopted: 4 Yeas	1 Absent.	
	Mr. W	idson, Yea; Mr. Rieley, Yea; ilson, Yea; Mr. Burton, Absent; ncent, Yea	
M 289 20 Approve Conser- vation	recommendation of the S Finance Department, that t	Rieley, seconded by Mr. Wilson, based upon the bussex County Engineering Department and he Conservation Agreement associated with the Sponsorship Program under the Clean Water	

vationLand Conservation Loan Sponsorship Program under the Clean WaterAgreementState Revolving Fund be approved in principle.

M 289 20 (continued)	Motion Adopted:	4 Yeas, 1 Absent.
	Vote by Roll Call:	Mr. Hudson, Yea; Mr. Rieley, Yea; Mr. Wilson, Yea; Mr. Burton, Absent; Mr. Vincent, Yea
Board Appoint- ment	-	rted on a Building Code Appeal Board (Board of ppeals) appointment that needs to be addressed.
M 290 20 Approve Appoint- ment to Building Code	A Motion was made by Mr. Wilson, seconded by Mr. Rieley, that the Susse County Council approves the reappointment of Kevin Pritchett to th Sussex County Building Code Appeal Board (Board of Adjustments and Appeals), effective immediately, until such time as the term expires in Jun 2024.	
Appeal	Motion Adopted:	4 Yeas, 1 Absent.
Board	Vote by Roll Call:	Mr. Hudson, Yea; Mr. Rieley, Yea; Mr. Wilson, Yea; Mr. Burton, Absent; Mr. Vincent, Yea
Adminis-	Mr. Lawson read th	ne following information in his Administrator's Report:
trator's Report	1. <u>Dickson and Riley Property Purchase</u>	
	On June 30, 2020, Sussex County settled with the Dickson and families for the purchase of a certain piece of property identified as ID 234-11.00-56.11 for a purchase price of \$970,000. The proper located on the southeast corner of John J. Williams Highway (Rt. 2 the headwaters of Herring Creek. The County Council purchased property due to its exceptional environmental value to the Inland and to preserve additional open space. Since the property acquis was previously discussed by Council in Executive Session, the Atte General's office has advised the County that it should discloss identity of the property when the need for confidentiality has en Today's announcement follows the Attorney General's guidance.	
	2. <u>Projects Receivi</u>	ng Substantial Completion
	West – Phase 9 (Plan Review	ed Engineering Department Fact Sheets, Swann Cove and Americana Bayside – Weideman Parcel – Phase 1A and Construction) received Substantial Completion nd and July 24 th respectively.
	3. Delaware State	Police Activity Report
	attached listing	tate Police year-to-date activity report for June 2020 is the number of violent crime and property crime arrests, traffic charges and corresponding arrests. In addition,

Adminis-
trator'sDUI and total vehicle crashes investigated are listed. In total, there were
194 troopers assigned to Sussex County for the month of June.

Report (continued)

4. <u>Council Meeting Schedule</u>

A reminder that Council will not meet on Tuesday, August 4th. The next regularly scheduled Council meeting will be held on August 11th at 10:00 a.m.

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

A Public Hearing was held on the Proposed Herola Expansion of the Sussex Public County Unified Sanitary Sewer District (West Rehoboth Area). The proposed Hearing/ expansion includes a parcel along Route 24, John J. Williams Highway, near Herola the Beebe Cancer Center. The Engineering Department received a request Expansion from Davis Bowen & Friedel on behalf of their client, OA Rehoboth, LLC, the of the owners/developers of a project known as Lands of Herola Family LLC on SCUSSD Parcel No. 334-12.00-127.01. The expansion would consist of 18.793 acres more or less. The project will be responsible for System Connection Charges of \$6,360.00 per EDU based on current rates. To date, no comments have been received either in support of or in opposition to the proposed annexation.

[Mr. Burton joined the meeting during this Public Hearing.]

There were no public comments.

The Public Hearing and public record were closed.

M 291 20 Adopt R 007 20 A Motion was made by Mr. Rieley, seconded by Mr. Wilson, to Adopt Resolution No. R 007 20 entitled "A RESOLUTION TO EXTEND THE BOUNDARY OF THE SUSSEX COUNTY UNIFIED SANITARY SEWER DISTRICT (SCUSSD), TO INCLUDE PARCEL 334-12.00-127.01 ON THE SOUTH SIDE OF JOHN J. WILLIAMS HIGHWAY. THE PARCEL IS LOCATED IN LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, DELAWARE AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, IN AND FOR SUSSEX COUNTY, DELAWARE" (HEROLA EXPANSION).

Motion Adopted:5 Yeas.Vote by Roll Call:Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Wilson, Yea; Mr. Burton, Yea;
Mr. Vincent, Yea

PublicA Public Hearing was held on the Proposed Ocean Park Expansion of the
Sussex County Unified Sanitary Sewer District (West Rehoboth Area). The
proposed expansion includes parcels on the corner of Plantation Road and
Cedar Grove Road. The Engineering Department received a request from

PublicDavis Bowen & Friedel on behalf of their client, HKLS, LLC, the
owners/developers of a project known as Ocean Park on Parcel Nos. 334-
12.00-50.00 & 51.00. The expansion would consist of 5.482 acres more or less
and has received preliminary site plan approval. The project will be
responsible for System Connection Charges of \$6,360.00 per EDU based on
current rates. To date, no comments have been received either in support of
or in opposition to the proposed annexation.

There were no public comments.

The Public Hearing and public record were closed.

M 292 20 A Motion was made by Mr. Rieley, seconded by Mr. Wilson, to Adopt Resolution No. R 008 20 entitled "A RESOLUTION TO EXTEND THE BOUNDARY OF THE SUSSEX COUNTY UNIFIED SANITARY SEWER DISTRICT (SCUSSD) TO INCLUDE PARCELS 334-12.00-50.00 AND 51.00 ON THE SOUTH SIDE OF PLANTATION ROAD. THE PARCELS ARE LOCATED IN LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, DELAWARE AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, IN AND FOR SUSSEX COUNTY, DELAWARE" (OCEAN PARK EXPANSION).

Motion Adopted: 5 Yeas.

Vote by Roll Call: Mr. Hudson, Yea; Mr. Rieley, Yea; Mr. Wilson, Yea; Mr. Burton, Yea; Mr. Vincent, Yea

Discussion/ Mrs. Jennings presented a Proposed Ordinance entitled "AN ORDINANCE Proposed AUTHORIZING THE ISSUANCE OF UP TO \$100,000,000 OF GENERAL **Ordinance**/ **OBLIGATION BONDS OF SUSSEX COUNTY IN CONNECTION WITH** Issuance (A) THE REFUNDING OF PRIOR DEBT OF THE COUNTY WHICH of GOBs/ WILL RESULT IN DEBT SERVICE SAVINGS AND (B) THE FINANCING Refunding OF SEWER **SYSTEM IMPROVEMENT PROJECTS:** AND NECESSARY ACTIONS IN CONNECTION of Prior AUTHORIZING ALL **Debt and** THEREWITH". Jennings discussed current bond refunding Mrs. Financing opportunities along with additional financing for the County's wastewater Sewer capital projects. She noted that because interest rates are favorable and the County recently had an upgrade to its bond rating, it is prudent that the System **Improve-**County refund the eligible bonds in connection with the issuance of new debt for comprehensive upgrades to the County's regional wastewater treatment ment facilities. The public bond issuance will not exceed \$100 million. The bond **Projects** issue is made up of \$55.5 million of the refunding of previous sewer debt and \$42.6 million of new debt for treatment plant improvements. The refunding of the \$55.5 million is anticipated to have a net present value savings of \$10.1 million; this savings would be passed on to the County's sewer customers over time through their annual sewer assessment fees. Lester Guthorn of Public Advisory Consultants, the County's financial advisor, was also in attendance. Mr. Guthorn discussed the refunding, public bond sale and how the process

(continued) works.

Introduction Mr. Burton introduced the Proposed Ordinance entitled "AN ORDINANCE AUTHORIZING THE ISSUANCE OF UP TO \$100,000,000 OF GENERAL of Proposed Ordinance **OBLIGATION BONDS OF SUSSEX COUNTY IN CONNECTION WITH** (A) THE REFUNDING OF PRIOR DEBT OF THE COUNTY WHICH WILL RESULT IN DEBT SERVICE SAVINGS AND (B) THE FINANCING OF SEWER SYSTEM **IMPROVEMENT PROJECTS:** AND AUTHORIZING ALL NECESSARY ACTIONS IN CONNECTION THEREWITH".

The Proposed Ordinance will be advertised for Public Hearing.

DelDOT Vince Robertson, Assistant County Attorney, and Jamie Whitehouse, MOU Planning and Zoning Director, were present with Todd Sammons of Delaware Department of Transportation (DelDOT) to discuss the DelDOT Revision Memorandum of Understanding (MOU). Mr. Robertson referenced the public hearings held by the Planning and Zoning Commission and the Sussex County Council and stated that, as a result of public input received at those hearings, the MOU was reorganized and revised. Mr. Robertson noted that DelDOT was involved in that process. Mr. Robertson discussed highlights of the MOU: (1) it provides more up-to-date definitions, (2) reorganizes the MOU into a more user friendly format, and (3) promotes a better and more usable exchange of information. It was noted that this MOU: (1) states that a public hearing will not be held when a TIS is required but not vet received by the County, (2) it spells out that if the traffic impact on a development or land use application is major, a TIS is required but it also states that in any case, the County has the ability to require a TIS, (3) provides better coordination with the County, the Developer and DelDOT (and the County is invited to participate in conversations between the Developer and DelDOT), (4) spells out that the County is to be advised if DelDOT has a phasing recommendation for road improvements, (5) promotes a more regular exchange of information about roads generally, and (6) includes Level of Service requirements. Council members discussed the MOU with Mr. Robertson, Mr. Whitehouse and Mr. Sammons.

> It was noted that numerous public comments were received and have been made a part of the record.

Public comments were heard.

Rich Borasso of Sussex Alliance for Responsible Growth (SARG) discussed and submitted an updated position paper on SARG's review and recommendation on the recent MOU revisions.

There were no additional public comments.

No action was taken.

Ring

Nuvision Dwayne Kilgo, Information Technology Director, reported that, in January 2020, Sussex County acquired the Georgetown Fiber Ring (purchased from Agreement/ Broad Valley). In that acquisition agreement, it was requested that Broad Georgetown Valley Micro Fiber Networks, Inc. and their sister company, Nuvision, Fiber continue to offer broadband services to existing customers using their Ring broadband services. This proposed Agreement allows Nuvision to continue offering broadband services to existing customers while also monitoring and supporting the entire seven-mile fiber ring with a trade-off of allowing Nuvision to utilize six (6) strands of the 144 strands of fiber purchased by the County in that acquisition. While also using the six (6) strands, Nuvision will pay Sussex County for a co-location of their infrastructure in the County's data center and be involved in revenue sharing of all sales generated for broadband services. This would serve as a potential income stream for the County and would represent another step and public offering in the County's larger broadband expansion initiative.

M 293 20A Motion was made by Mr. Burton, seconded by Mr. Rieley, that SussexApproveCounty Council hereby approves the Agreement with Nuvisions for the
monitoring and support of what is known as the Georgetown Fiber Ring
and executes said Agreement with Nuvisions as a step to providing seamless
secure broadband services within Sussex County.WithBecorgetownFiberMotion Adopted: 5 Yeas.

Vote by Roll Call: Mr. Hudson, Yea; Mr. Rieley, Yea; Mr. Wilson, Yea; Mr. Burton, Yea; Mr. Vincent, Yea

Delaware Bill Pfaff, Economic Development Director, presented a proposed Lease Coastal Agreement with Eastern Shore Natural Gas Company for 1.15 acres on **Business** Nanticoke Avenue in the Delaware Coastal Business Park. The leased Park Lease/ premises also includes the area currently identified as an unused portion of Sussex Avenue, from the east of the intersection of Sussex Avenue and Eastern Shore Broad Creek Avenue to the fence located west of the intersection of Sussex Avenue and Park Avenue. The lease is for a term of eight months Natural commencing on July 16, 2020 and ending on March 15, 2021 at a rate of Gas \$1.00 for the length of the lease term. Mr. Pfaff noted that Eastern Shore Natural Gas Company is completing some of the infrastructure in the Delaware Coastal Business Park bringing natural gas to that area and the surrounding area.

A Motion was made by Mr. Hudson, seconded by Mr. Burton, that the M 294 20 Sussex County Council approves the Lease Agreement with Eastern Shore Approve Natural Gas Company, Inc., in the Delaware Coastal Business Park, located Lease at 21706 Nanticoke Avenue, Georgetown, DE and to also include the area Agreement/ Eastern currently identified as an unused portion of Sussex Avenue, from the east of the intersection of Sussex Avenue and Broad Creek Avenue to the fence Shore located west of the intersection of Sussex Avenue and Park Avenue, as Natural presented. Gas

M 294 20 (continued)	Motion Adopted:	5 Yeas.
	Vote by Roll Call:	Mr. Hudson, Yea; Mr. Rieley, Yea; Mr. Wilson, Yea; Mr. Burton, Yea; Mr. Vincent, Yea

Mobile Robbie Murray, EMS Deputy Director of Administration, requested Council's approval to extend the Mobile Integrated Healthcare Pilot Integrated Healthcare Program which was initially approved in August 2019. This program allowed trained Sussex County paramedics the opportunity to pilot a Pilot program to function as a transitional care provider team serving a targeted Program Extension chronic obstructive pulmonary disease (COPD) population with a common history of frequent Emergency Department (ED) admissions. Beebe Healthcare provides medical oversight of the program. Mr. Murray stated that funding is in place and that all three parties involved in the pilot program (State of Delaware, Beebe Healthcare and Sussex County EMS) would like to see this program extended.

M 295 20A Motion was made Mr. Rieley, seconded by Mr. Hudson, that the SussexApproveCounty Council, through the EMS Department, extends the MobileExtension/Integrated Healthcare Pilot Program in collaboration with BeebeMobileHealthcare and the State of Delaware for a period of up to one year.Integrated

Healthcare	Motion Adopted:	5 Yeas.	
Pilot			

Program Vote by Roll Call: Mr. Hudson, Yea; Mr. Rieley, Yea; Mr. Wilson, Yea; Mr. Burton, Yea; Mr. Vincent, Yea

Request for Re-Hearing/ CU 2223 Jamie Whitehouse, Planning and Zoning Director, referenced the zoning application, Conditional Use No. 2223 filed on behalf of A&W Burbage, LLC, that was denied at the July 14th Council meeting due to the lack of representation and the lack of a record. It was noted that there was some confusion and the Applicant attended the morning session of the Council meeting instead of the afternoon session.

M 296 20A Motion was made by Mr. Hudson, seconded by Mr. Rieley, that the
Sussex County Council accepts the request to schedule a re-hearing for
Condition Use No. 2223 filed on behalf of A&W Burbage, LLC; the request
meets the County's statutory requirements for a re-hearing.Hearing/

CU 2223 Motion Adopted: 5 Yeas. Vote by Roll Call: Mr. Hudson, Yea; Mr. Rieley, Yea; Mr. Wilson, Yea; Mr. Burton, Yea; Mr. Vincent, Yea **SCRWF** Hans Medlarz, County Engineer, presented a request to approve a 2nd Supplemental Alternative Financing Agreement with the City of Rehoboth and Beach for the implementation and contract administration of an expanded **RBWTP** Phase 2 of the Wastewater Treatment Plant Capital Improvement Plan. Project M 297 20 A Motion was made by Mr. Wilson, seconded by Mr. Rieley, based upon the recommendation of the Sussex County Engineering Department and Approve 2nd Sup-Finance Department, that the Sussex County Council approves the 2nd plemental Supplemental Alternative Financing Agreement with the City of Rehoboth Alternative Beach, as presented. Agreement/ City of **Motion Adopted:** 5 Yeas. Rehoboth

Beach Vote by Roll Call: Mr. Hudson, Yea; Mr. Rieley, Yea; Mr. Wilson, Yea; Mr. Burton, Yea; Mr. Vincent, Yea

SCRWFMr. Medlarz presented Change Orders for the South Coastal Regional
Wastewater Facility Treatment Process Upgrade No. 3 and Rehoboth Beach
Wastewater Treatment Plant Capital Improvement Program, Phase 2 –
ProjectProjectGeneral Construction.

M 298 20 A Motion was made by Mr. Burton, seconded by Mr. Rieley, based upon the recommendation of the Sussex County Engineering Department, that Change Order No. 3 for Contract C19-11, South Coastal RWF Treatment Order/ Process Upgrade No. 3 and Rehoboth Beach WTP Capital Improvement SCRWF and Contract amount by \$9,764.30 for a new contract total of \$39,700,567.97.

Project/	Motion Adopted:	5 Yeas.
General		
Con-	Vote by Roll Call:	Mr. Hudson, Yea; Mr. Rieley, Yea;
struction		Mr. Wilson, Yea; Mr. Burton, Yea;
		Mr. Vincent, Yea

M 299 20 A Motion was made by Mr. Burton, seconded by Mr. Wilson, based upon Approve the recommendation of the Sussex County Engineering Department, that Change Change Order No. 4 for Contract C19-11, South Coastal RWF Treatment Process Upgrade No. 3 and Rehoboth Beach WTP Capital Improvement Order/ **SCRWF** Program, Phase 2 – General Construction, be approved increasing the contract by \$871,000.00 for a new contract total of \$40,571,567.97. and **RBWTP Project**/ **Motion Adopted:** 5 Yeas.

General		
Con-	Vote by Roll Call:	Mr. Hudson, Yea; Mr. Rieley, Yea;
struction		Mr. Wilson, Yea; Mr. Burton, Yea;
		Mr. Vincent, Yea

M 300 20 Approve Change Order/ SCRWF and RBWTP	A Motion was made by Mr. Rieley, seconded by Mr. Wilson, based upon the recommendation of the Sussex County Engineering Department, the Change Order No. 5, Contract C19-17, South Coastal RWF Treatmee Process Upgrade No. 3 and Rehoboth Beach WTP Capital Improvemee Program, Phase 2 – Electrical Construction, be approved, increasing the contract by \$37,830.00 for a new contract total of \$21,461,679.20.	
Project/ Electrical	Motion Adopted:	5 Yeas.
Con- struction	Vote by Roll Call:	Mr. Hudson, Yea; Mr. Rieley, Yea; Mr. Wilson, Yea; Mr. Burton, Yea; Mr. Vincent, Yea
Western Sussex Project	Hans Medlarz, County Engineer, presented a Change Order to the Western Sussex Transmission Facilities Contract, Contract 4, Pump Stations, Project S19-28.	
M 301 20 Approve Change Order/ Western	the recommendation Change Order No. Facilities, Contract	e by Mr. Wilson, seconded by Mr. Burton, based upon a of the Sussex County Engineering Department, that 2 for Contract S19-28, Western Sussex Transmission 4, Pump Stations, be approved, increasing the contract new contract total of \$3,299,626.78.
Sussex Trans- mission	Motion Adopted:	5 Yeas.
Facilities Project	Vote by Roll Call:	Mr. Hudson, Yea; Mr. Rieley, Yea; Mr. Wilson, Yea; Mr. Burton, Yea; Mr. Vincent, Yea
Inland Bays RWF Project	Hans Medlarz, County Engineer, presented a Change Order to the Inland Bays Regional Wastewater Facilities – Biosolids & Septage Facilities, Project 18-19. Mr. Medlarz noted that four (4) change orders have been lumped together into one (1) change order.	
M 302 20 Approve Change Order/ Inland Bays RWF	A Motion was made by Mr. Rieley, seconded by Mr. Wilson, based upon the recommendation of the Sussex County Engineering Department, the Change Order No. 6 for Contract 18-19, Inland Bays Regional Wastewate Facilities – Biosolids & Septage Facilities, be approved, increasing the contract amount by \$72,598.50, for a new contract total of \$13,908,649.59.	
Project	Motion Adopted:	5 Yeas.
	Vote by Roll Call:	Mr. Hudson, Yea; Mr. Rieley, Yea; Mr. Wilson, Yea; Mr. Burton, Yea; Mr. Vincent, Yea
Grant Request	Mrs. Jennings presented a grant request for the Council's consideration.	

M 303 20A Motion was made by Mr. Hudson, seconded by Mr. Burton, to giveCouncil-\$1,000.00 (\$500.00 each from Mr. Burton's and Mr. Hudson'smanicCouncilmanic Grant Accounts) to AIDS Delaware, Inc. and the DelawareGrantHIV Consortium for the AIDS Walk Delaware fundraiser and awareness
event.

Motion Adopted: 5 Yeas.

Vote by Roll Call: Mr. Hudson, Yea; Mr. Rieley, Yea; Mr. Wilson, Yea; Mr. Burton, Yea; Mr. Vincent, Yea

Burton introduced the Proposed Ordinance Introduction Mr. entitled "AN of Proposed ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF Zoning SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL Ordinances DISTRICT TO A B-2 BUSINESS COMMUNITY DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES & **REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 11.57** ACRES, MORE OR LESS" (Change of Zone No. 1920) filed on behalf of Plantation Partners, LLC (Tax I.D. No. 334-12.00-52.00 (part of) (911 Address: None Available).

> Mr. Wilson introduced the Proposed Ordinance entitled "AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A 19.342 ACRE BORROW PIT TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN NANTICOKE HUNDRED, SUSSEX COUNTY, CONTAINING 150 ACRES, MORE OR LESS" (Conditional Use No. 2227) filed on behalf of Mark J. Davis and Leona E. Davis (Tax I.D. No. 231-15.00-8.00) (911 Address 24294 Asbury Road, Georgetown).

> Mr. Wilson introduced the Proposed Ordinance entitled "AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A CONCRETE CONTRACTOR OFFICE, STORAGE AND MAINTENANCE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN CEDAR CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 9.51 ACRES, MORE OR LESS" (Conditional Use No. 2231) filed on behalf of Solid Walls, LLC (Tax I.D. No. 230-31.00-24.00) (911 Address: 14411 VFW Road, Ellendale).

The Proposed Ordinances will be advertised for Public Hearing.

Council	Council Members' Comments
Members'	
Comments	Mr. Rieley commented on private property rights.

M 304 20 Go Into Executive Session	At 12:33 p.m., a Motion was made by Mr. Hudson, seconded by Mr. Rieley, to recess the Regular Session and go into Executive Session for the purpose of discussing a matter relating to pending litigation.	
50551011	Motion Adopted:	5 Yeas.
	Vote by Roll Call:	Mr. Hudson, Yea; Mr. Rieley, Yea; Mr. Wilson, Yea; Mr. Burton, Yea; Mr. Vincent, Yea
Executive Session	At 12:35 p.m., an Executive Session of the Sussex County Council was held in the Council Chambers for the purpose of discussing matters relating to pending litigation. The Executive Session concluded at 12:54 p.m.	
M 305 20 Reconvene Regular Session	At 12:55 p.m., a Motion was made by Mr. Hudson, seconded by Mr. Burton, to come out of Executive Session and to reconvene the Regular Session.	
	Motion Adopted:	4 Yeas, 1 Absent.
	Vote by Roll Call:	Mr. Hudson, Yea; Mr. Rieley, Yea; Mr. Wilson, Absent; Mr. Burton, Yea; Mr. Vincent, Yea
E/S Action	There was no action	on Executive Session matters.
M 306 20 Recess	At 12:56 p.m., a Motion was made by Mr. Burton, seconded by Mr. Rieley, to recess until 1:30 p.m.	
	Motion Adopted:	4 Yeas, 1 Absent.
	Vote by Roll Call:	Mr. Hudson, Yea; Mr. Rieley, Yea; Mr. Wilson, Absent; Mr. Burton, Yea; Mr. Vincent, Yea
M 307 20 Reconvene	At 1:34 p.m., a Motion was made by Mr. Hudson, seconded by Mr. Burton to reconvene.	
	Motion Adopted:	5 Yeas.
	Vote by Roll Call:	Mr. Hudson, Yea; Mr. Rieley, Yea; Mr. Wilson, Yea; Mr. Burton, Yea; Mr. Vincent, Yea
Rules	Mr. Moore read the rules of procedure for zoning hearings.	
Public Hearing/	A Public Hearing was held on the Proposed Ordinance entitled "AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL	

PublicDISTRICT TO A C-2 MEDIUM COMMERCIAL DISTRICT FOR A
CERTAIN PARCEL OF LAND LYING AND BEING IN BROADKILL
HUNDRED, SUSSEX COUNTY, CONTAINING 3.03 ACRES, MORE OR
LESS" (Change of Zone No. 1916) filed on behalf of Alice P. Robinson,
Trustee (Tax I.D. No. 235-23.00-54.01, 54.02, and 54.05) (911 Address: Not
Available).

The Planning and Zoning Commission held a Public Hearing on this application on June 25, 2020 at which time action was deferred. On July 9, 2020, the Commission recommended approval.

(See the minutes of the Planning and Zoning Commission dated June 25 and July 9, 2020.)

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

The Council found that Mark Davidson of Pennoni Associates was present with Alice Robinson and several family members. Mr. Davidson stated that the properties have been in the family for over 100 years; that the lands make up three (3) one-acre parcels; that the purpose of applying for C-2 zoning is to allow the family to construct a medium commercial complex to include small warehouses, storage facilities and offices; that the site is identified as being located in the Coastal Area, which is a growth area; that water and sewer service are available; that this rezoning is an infill in a commercial area that already exists; that the C-2 Medium Commercial zoning will minimize high traffic volume; and that the Change of Zone meets the general purpose of the Zoning Ordinance and is in compliance with the Comprehensive Plan. Mr. Davidson reviewed the Concept Plan, other commercial zonings and activities in the area, and DelDOT's construction of the SR-1 and Cave Neck Road intersection and the Applicant's coordination with DelDOT on road improvements. Mr. Davidson stated that this application would not have a negative impact on the area.

Mr. Burton commented on DelDOT's plan for this area and interconnectivity with other commercial properties in the area in the future. Mr. Burton questioned if there is any way to make future interconnectivity and a tie-in mandatory. It was noted that since this is a Change of Zone application, there would be no stipulations of approval. Mr. Whitehouse noted that the Concept Plan submitted is conceptual and further discussion is needed on the Combined Highway Corridor Overlay Zone and whether that requires landscaping in the front; and that the site plan has to go through the Planning and Zoning Commission at which time the Commission expects interconnectivity unless there is a reason it cannot be provided. Mr. Whitehouse responded to Mr. Burton's question about a stipulation stating that County Council can make it known that it is expected that interconnectivity and a tie-in is to be explored at the Site Plan process. It was noted by Mr. Whitehouse that it is possible for this parcel to Publicbe interconnected in the future to other adjoining parcels with commercial
uses.

(continued)

There were no public comments.

The Public Hearing and public record were closed.

M 308 20 A Motion was made by Mr. Burton, seconded by Mr. Wilson, to Adopt Ordinance No. 2727 entitled "AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A C-2 MEDIUM CZ 1916 COMMERCIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN BROADKILL HUNDRED, SUSSEX COUNTY, CONTAINING 3.03 ACRES, MORE OR LESS" (Change of Zone No. 1916) filed on behalf of Alice P. Robinson, Trustee.

Motion Adopted: 5 Yeas.

Vote by Roll Call: Mr. Hudson, Yea; Mr. Rieley, Yea; Mr. Wilson, Yea; Mr. Burton, Yea; Mr. Vincent, Yea

Public

Hearing/ CZ 1907 CU 2209 A combined Public Hearing was held on the Proposed Ordinance entitled "AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL DISTRICT RESIDENTIAL TO Α MR MEDIUM DENSITY **RESIDENTIAL DISTRICT FOR A CERTAIN PARCEL OF LAND** LYING AND BEING IN LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 1.25 ACRES, MORE OR LESS" (Change of Zone No. 1907) and the Proposed Ordinance entitled "AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A MEDIUM DENSITY **RESIDENTIAL DISTRICT FOR MULTI-FAMILY (14 UNITS) TO BE** LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES AND REHOBOTH HUNDRED, **SUSSEX** COUNTY. CONTAINING 1.25 ACRES, MORE OR LESS" (Conditional Use No. 2209) filed on behalf of Matthew Hete (Tax I.D. No. 334-6.00-686.00) (911 Address: 34360 Postal Lane, Lewes).

The Planning and Zoning Commission held a Public Hearing on these applications on June 25, 2020 at which time action was deferred. On July 9, 2020, the Commission recommended denial of both applications.

(See the minutes of the Planning and Zoning Commission dated June 25 and July 9, 2020.)

Jamie Whitehouse, Planning and Zoning Director, presented the applications.

PublicMr. Whitehouse reported that 9 letters have been received in support of the
applications and that 52 letters have been received in opposition to the
applications.CU 2209Mr. Whitehouse reported that a revised site plan was received prior to the

Mr. Whitehouse reported that a revised site plan was received prior to the Public Hearing on this date.

The Council found that Kevin Smith of the Kercher Group was present with the Applicant, Matthew Hete. Mr. Smith stated that they took the Planning and Zoning Commission's recommendation to deny and considered the letters of opposition, and revised the site plan; that they are proposing four (4) single family style dwelling units instead of the original proposed fourteen (14) townhomes; that there would be four (4) detached dwellings on the one parcel; that the site is approximately 54,000 square feet and each unit would be designated approximately more than 10,000 square feet (the minimum lot size for MR zoned property); that a condo style ownership is proposed; that there may be some shared use lines; that the style of the homes would be compatible with the character of the neighborhood; that they are still requesting a change of zone to MR since the AR District would not permit this style of project; that the new proposal is a reduction in density from 14 units per acre to 3.2 units per acre; and that the new proposal would generate less traffic.

Council members discussed the proposed change to the applications (14 townhomes to 4 single family dwellings) and noted that it is a significant change when compared to the applications heard by the Planning and Zoning Commission.

Public comments were heard.

Catherine Davidson spoke on behalf of the Sandy Brae Homeowners Association stating that the project still does not address the safety issue, i.e. entrance and exit to the project, school bus stop and traffic through Sandy Brae. Ms. Davidson referenced correspondence sent to Council members from the Sandy Brae HOA.

There were no additional public comments.

The Public Hearing and public record were closed.

M 309 20	A Motion was made by Mr. Burton, seconded by Mr. Wilson, to Adopt the
Adopt	Proposed Ordinance entitled "AN ORDINANCE TO AMEND THE
Proposed	COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN
Ordinance/	AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A MR MEDIUM
CZ 1907	DENSITY RESIDENTIAL DISTRICT FOR A CERTAIN PARCEL OF
	LAND LYING AND BEING IN LEWES AND REHOBOTH HUNDRED,
Denied	SUSSEX COUNTY, CONTAINING 1.25 ACRES, MORE OR LESS"
	(Change of Zone No. 1907) filed on behalf of Matthew Hete.

M 309 20 (continued)	Motion Denied:	5 Nays.
	Vote by Roll Call:	Mr. Hudson, Nay; Mr. Rieley, Nay; Mr. Wilson, Nay; Mr. Burton, Nay; Mr. Vincent, Nay

M 310 20 A Motion was made by Mr. Burton, seconded by Mr. Wilson, to Adopt the Adopt Proposed Ordinance entitled "AN ORDINANCE TO GRANT A Proposed CONDITIONAL USE OF LAND IN Α MEDIUM DENSITY **RESIDENTIAL DISTRICT FOR MULTI-FAMILY (14 UNITS) TO BE Ordinance**/ CU 2209 LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN REHOBOTH LEWES AND HUNDRED, SUSSEX COUNTY, CONTAINING 1.25 ACRES, MORE OR LESS" (Conditional Use No. Denied 2209) filed on behalf of Matthew Hete.

Motion Denied: 5 Nays.

Vote by Roll Call: Mr. Hudson, Nay; Mr. Rieley, Nay; Mr. Wilson, Nay; Mr. Burton, Nay; Mr. Vincent, Nay

M 311 20A Motion was made by Mr. Rieley, seconded by Mr. Wilson, to adjourn at
2:40 p.m.

Motion Adopted: 5 Yeas.

Vote by Roll Call:

Mr. Hudson, Yea; Mr. Rieley, Yea; Mr. Wilson, Yea; Mr. Burton, Yea; Mr. Vincent, Yea

Respectfully submitted,

Robin A. Griffith Clerk of the Council

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

GINA A. JENNINGS, MBA, MPA FINANCE DIRECTOR (302) 855-7741 T (302) 855-7749 F gjennings@sussexcountyde.gov





MEMORANDUM:

- TO: Sussex County Council The Honorable Michael H. Vincent, President The Honorable Irwin G. Burton III, Vice President The Honorable Douglas B. Hudson The Honorable John L. Rieley The Honorable Samuel R. Wilson Jr
- FROM: Gina A. Jennings Finance Director/COO

RE: DELAWARE TRANSIT CORPORATION FUNDING BUDGET

DATE: August 7, 2020

DART, a division of DelDOT, has allocated \$796,862, for funding of transportation expenses for various senior centers in Sussex County. This amount is within \$16 of previous years. The County's responsibility is to approve a recommended funding amount for Fiscal Year 2021 as per State law. This process is an allocation of State grant funds to various senior agencies for transportation purposes. At the August 11, 2020 County Council meeting, because the funding level has not materially changed, the recommended funding for each agency is similar to previous years:

Nanticoke Senior Center	\$ 44,959.00
Indian River Senior Center	2,100.00
Laurel Senior Center	99,083.00
Lewes Senior Center	27,120.00
Cape Henlopen Senior Center	43,066.00
CHEER, Inc.	580,534.00
TOTAL	\$796,862.00

Attached are copies of the request from each agency. Please feel free to contact me if you have any questions or concerns.

GAJ/nc

Attachments

pc: Mr. Todd F. Lawson



August 7, 2020

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

Dear Mr. Lawson,

The amount of money approved for the FY'21 Sussex County Reimbursable Program is \$846,862. However, the State's budget bill epilogue language states that \$50.0 shall be allocated directly to the Sussex Cheer for transportation services. Therefore, you have a remaining \$796,862.00 to distribute.

Please determine the amount for each agency and write that amount on the attached budget forms. Please sign each form and email them to my attention at mary.wahl@delaware.gov.

If you have any questions, I can be reached at 302-576-6113.

Sincerely,

Mary Wahl

Mary Wahl Finance Administration Manager

Enclosures

APPENDIX A - PAGE 2 OF 2 Delaware Transit Corporation Reimbursable Transportation Program Proposed Program Description FY '2021 JULY 1, 2020 - JUNE 30, 2021

AGENCY'S NAME	CAPE HENLOPEN SENIOR CENTER
ADDRESS:	11 Christian Street, Rehoboth Beach, DE 19971

CONTACT PERSON: Linda Bonville

TELEPHONE #: (302) 227-2055

EMAIL ADDRESS: Lindachsc@aol.com

Expense Category	Agency Request	Expense amount by category - to equal approved apportionment		
1. Client Transportation Expense				
a. Purchased Client Transportation	s 0	\$		
b. Personal Vehicle Reimbursement	s 0	\$		
c. Client Transportation Drivers	\$ 36,000.00	\$		
d. Fuel, Oil and Fluids	\$ 7500.00	\$		
e. Client Vehicle Maintenance	\$ 2116.00	\$		
f. Client Vehicle Insurance	\$ 2550.00	\$		
g. Client Transportation Misc. Expense	\$ 975.00	\$		
2. Admin. Wages & Benefits (≤ 10% Total)	\$	\$		
3. Overhead (≤2% Total)	\$	\$		
4. Less Client Transportation Income	(\$)	(\$)		
TOTAL	\$ 49,141.00	\$		

Funding: Approved Sussex County Apportionment

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Ms. Linda Bonville Administrator, Cape Henlopen Senior Center

John T. Sisson Chief Executive Officer

Date

Date

Todd Lawson Sussex County Administrator

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APPENDIX A - PAGE 2 OF 2 Delaware Transit Corporation Reimbursable Transportation Program Proposed Program Description FY '2021 JULY 1, 2020 - JUNE 30, 2021

AGENCY'S NAME:	CHEER, INC.			_
ADDRESS:	546 S. Bedford St, ex	t., Ge	corgetown, DE 19947	
CONTACT PERSON:	Kenneth S. Bock			
TELEPHONE #:	(302) 515-3040]	EMAIL ADDRESS:	kbock@cheerde.com
Expense C	lategory		Agency Request	Expense amount by category - to equal approved apportionment
1. Client Transportation E	xpense			
a.) Purchased Client Trans	portation	\$	5,000	\$
b.) Personal Vehicle Reimi	oursement	\$	2,000	\$
c.) Client Transportation D	rivers	\$	437,610	\$
d.) Fuel, Oil and Fluids		\$	87,000	\$
e.) Client Vehicle Maintena	ance	\$	58,000	\$
f.) Client Vehicle Insurance	e	\$	26,400	\$
g.) Client Transportation M	lisc. Expense	\$	29,950	\$
2. Admin. Wages & Benefit	ts (<15% Total)	\$	115,990	\$
3. Overhead (< 3.03% Tota	l)	\$	17,350	\$
4. Less Client Transportati	on Income	\$	-	\$
	TOTAL	\$	779,300	\$

Funding: Approved Sussex County Apportionment

Mr. Kenneth S. Bock Chief Executive Officer, CHEER, Inc.

<u>8/08/2019</u> Date

\$

John T. Sisson Date Chief Executive Officer, DTC

Todd Lawson Sussex County Administrator

APPENDIX A - PAGE 2 OF 2 Delaware Transit Corporation Reimbursable Transportation Program Proposed Program FY'2021 JULY 1, 2020 - JUNE 30, 2021

AGENCY'S NAME	INDIAN RIVER SENIOR CENTER

ADDRESS:

214 Iron Avenue, Millsboro, DE 19966

CONTACT PERSON: Janet Laws

TELEPHONE #: (302) 934-8839

EMAIL ADDRESS: 47jmlaws@gmail.com

Expense Category	Agency Request	Expense amount by category - to equal approved apportionment		
1. Client Transportation Expense				
a. Purchased Client Transportation	\$ 2,500	\$		
b. Personal Vehicle Reimbursement	\$	\$		
c. Client Transportation Drivers	\$	\$		
d. Fuel, Oil and Fluids	\$	\$		
e. Client Vehicle Maintenance	\$	\$		
f. Client Vehicle Insurance	\$	\$		
g. Client Transportation Misc. Expense	\$	\$		
2. Admin. Wages & Benefits (≤ 10% Total)	\$	\$		
3. Overhead (≤2% Total)	\$	\$		
4. Less Client Transportation Income	(\$)	(\$)		
TOTAL	\$ 2500	\$		

Funding: **Approved Sussex County Apportionment**

\$

unetm Laws

7-23-20 Date

Ms. Janet Laws

Executive Director, Indian River Senior Center

John T. Sisson Chief Executive Officer, DTC

Date

Todd Lawson Sussex County Administrator

APPENDIX A – PAGE 2 OF 2 Delaware Transit Corporation Reimbursable Transportation Program Proposed Program description FY' 2021 JULY 1, 2020 – JUNE 30, 2021

AGENCY'S NAME LAUREL SENIOR CENTER

ADDRESS: P.O. Box 64, 113. N. Central Avenue, Laurel, DE 19956

CONTACT PERSON Penelope Duncan

TELEPHONE# (302) 875-2536 _ EMAIL ADDRESS: lsc5830@comcast.net

Expense Category	Agency Request	Expense amount by category- to equal approved apportionment
1. Client Transportation Expense	Carlos and a second	
a. Purchased Client Transportation	\$	\$
b. Personal Vehicle Reimbursement	\$	\$
c. Client Transportation Drivers	\$63190	\$
d. Fuel, Oil and Fluids	\$10500	\$
e. Client Vehicle Maintenance	\$10000	\$
f. Client Vehicle Insurance	\$14000	\$
g. Client Transportation Misc. Expense	\$2000	\$
2. Admin. Wages & Benefits (≤10% Total)	\$10519	\$
3. Overhead (≤2% Total)	\$	\$
4. Less Client Transportation Income	(\$)	(\$)
TOTAL	\$ 110209	\$

Funding: Approved Sussex County Apportionment

CAN Ms. Peneloge Duncan

Executive Director, Laurel Senor Center

John T. Sisson Chief Executive Officer, DTC

Date

Todd Lawson Sussex County Administrator

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Date

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APPENDIX A - PAGE 2 OF 2 Delaware Transit Corporation Reimbursable Transportation Program Proposed Program Description FY '2021 JULY 1, 2020 - JUNE 30, 2021

AGENCY'S NAME	LEWES SENIOR CENTER
AUDICE DIVAME	LE WES SEINIOR CEIVIER

ADDRESS: 32083 Janice Road, Lewes, DE 19958

CONTACT PERSON: Dennis Nealen

TELEPHONE #: (302) 645-9293

EMAIL ADDRESS: lewesseniorcenter@gmail.com

Expense Category	Agency Request	Expense amount by category - to equal approved apportionment		
1. Client Transportation Expense				
a. Purchased Client Transportation	\$ 🔿	\$		
b. Personal Vehicle Reimbursement	\$ 2 115	\$		
c. Client Transportation Drivers	\$ 19 486	\$		
d. Fuel, Oil and Fluids	\$ 5700-	\$		
e. Client Vehicle Maintenance	\$ 2 284 -	\$		
f. Client Vehicle Insurance	\$ 5408 -	\$		
g. Client Transportation Misc. Expense	\$ 300	\$		
2. Admin. Wages & Benefits (≤ 10% Total)	\$ 3000 -	\$		
3. Overhead ($\leq 2\%$ Total)	\$ 600	\$		
4. Less Client Transportation Income	(\$ 3700)	(\$)		
TOTAL	\$35 193	\$		

Funding: **Approved Sussex County Apportionment**

Date

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8-6-19

Mr. Dennis Nealen Executive Director, Lewes Scnior Center

Date

John T. Sisson Chief Executive Officer, DTC

Todd Lawson Sussex County Administrator

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APPENDIX A – PAGE 2 OF 2 Delaware Transit Corporation Reimbursable Transportation Program Proposed Program Description FY '2021 JULY 1, 2020—JUNE 30, 2021

AGENCY'S NAME:	NANTICOKI	E SENIO	OR CENTER	l	
ADDRESS:	1001 West Lo	ocust Sti	reet, P. O. Bo	x 406 Seaford	I, DE 19973
CONTACT PERSON:	Fran Todd				
TELEPHONE #:	302-629-4939		EMAIL	ADDRESS:	fran.todd@nanticokeseniorcenter.com
Client Transportation Expense			4		
Expense Categ	ory		Agen	ey Request	Expense amount by
					category—to equal
				i.	approved apportionment
a.) Purchased Client Transpo	ortation	\$		<u></u>	\$
b.) Personal Vehicle Reimbur	rsement	\$	3600		\$·
c.) Client Transportation Driv	vers	\$	33800		\$
d.) Fuel, Oil and Fluids		\$	5000		\$
e.) Client Vehicle Maintenanc	e	\$	5000		\$
f.) Client Vehicle Insurance		\$	5000		\$
g.) Client Transportation Mise	e. Expense	\$	300		\$
Admin. Wages & Benefits (<	10% Total	\$	4500		\$
Overhead (<2% Total)		\$	900	*	\$
Less: Client Transportation	Income	\$	<4700>		\$
TOTAL	7.	\$	53400	lt1	\$
Funding: Approved Susse	x County A	pporti	onment		\$
4	lodd		_:	8/2/2019 Date A	APPROVED:

Date

John T. Sisson

Chief Executive Officer, DTC

Todd Lawson Date Sussex County Administrator

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SUSSEX COUNTY EMERGENCY MEDICAL SERVICES

22215 Dupont Blvd. • P.O. Box 589 • Georgetown, DE 19947 • 302-854-5050 • FAX 302-855-7780

Robert A. Stuart Director



TO: Sussex County Council
 The Honorable Michael H. Vincent, President
 The Honorable Irwin G. Burton III, Vice President
 The Honorable Douglas B. Hudson
 The Honorable John L. Rieley
 The Honorable Samuel R. Wilson Jr.

FROM: Robert L. Schoonover, Manager of EMS Logistics

RE: VEHICLE PURCHASES RFP BID AWARD

DATE: August 11, 2020

Invitations to bid for the vehicle purchases RFP for the 2020/2021 model year were advertised on July 12, 2020 in two (2) newspapers, viewable on the Sussex County website, and directly sent to local vendors. On July 27, 2020 sealed bids for the RFP were opened. Three (3) bids were received, two for vehicles and one (1) for the EMS response truck up-fits.

The county fleet team developed the specifications to meet the needs of the approved department individual requests. Prices for ten (10) different types of vehicle models were solicited within this bid, a summary is attached.

The RFP provides pricing for each individual department ordering approved vehicles within the approved budget. The fleet team recommends award of the vehicle RFP to Hertrich Fleet Services, Inc. of Milford, DE for specifications A, C, D, E, F, G-1, G-2-1, H-1, 2, 3, 4, 5, I-1, I-2, I-3 & J. Winner Ford of Cherry Hill, NJ for specification B. First Due Customs, LLC of Seaford, DE up-fit for specifications K & L.

Thank you for your continued support of the county fleet.

Caring People, Quality Service



Todd F. Lawson Administrator

SUMMARY 7-28-20

Spec A

Budgeted Quantity

Model	Winner Ford	Hertrich Fleet	
Small SUV Base	\$23,992.00	\$22,983.00	1
light bar & 4 corner lights	\$2,100.00	\$1,750.00	

Spec B

	Explorer Model	Winner Ford	Hertrich Fleet		
Mid size SUV 4 wheel drive		\$31,000.00	\$27,913.00*	* Traverse- not 4wd	1
light bar & 4 corner lights		\$2,100.00	\$1,750.00		
third row fold down seat		not available	standard		

Spec C

Colorado Model	Winner Ford	Hertrich Fleet	
Mid Size Pick up Crew cab 4 wheel drive	no bid	\$29,957.00	
delete light bar & corner lights		-\$1,650.00	

Spec D

Transit Connect Model	Winner Ford	Hertrich Fleet	
Small delivery van	\$27,230.00	\$26,388.00	
delete light bar & corner lights	-\$2,000.00	-\$1,800.00	
back up camera & alarm	\$280.00	\$150.00	
rear windows with defrost	\$280.00	\$445.00	

Spec E

Model	Winner Ford	Hertrich Fleet	
3/4 ton van	\$37,161.00	\$35,351.00	
delete light bar & corner lights	-\$1,880.00	-\$1,800.00	
Rear Windows	\$70.00	\$175.00	
Back up alarm	\$120.00	\$125.00	

Spec F

	Model	Winner Ford	Hertrich Fleet	
1 ton van		no bid	\$39,546.00	
delete light bar & corner lights			-\$1,800.00	
Rear windows			\$175.00	
back up alarm			\$125.00	

Spec G-1

	Model	Winner Ford	Hertrich Fleet	
Crew Cab pick up 150/1500		\$37,469.00	\$28,861.00	
delete light bar & corner lights		-\$1,880.00	-\$1,700.00	• ;
spray in bed liner		\$550.00	\$595.00	A to
V-8 engine		\$1,900.00	\$1,875.00	

Spec G-2-1

Model	Winner Ford	Hertrich Fleet	
Double or super cab pickup 4wd 150/1500	\$31,370.00	\$26,424.00	3
delete light bar & corner lights	-\$1,880.00	-\$1,700.00	
spray in liner	\$550.00	\$595.00	
vinyl flooring	\$0.00	\$0.00	
V-8 engine	\$1,900.00	\$1,875.00	
8' bed	\$2,400.00	n/a	

Spec H-1

Model	Winner Ford	Hertrich Fleet	
Double Cab with 6 1/2' bed 250/2500	\$34,980.00	\$31,783.00	
Delete bed- add service body	\$16,000.00	n/a	
Optional diesel engine	\$9,700.00	\$9,100.00	
Telescoping roof	\$2,300.00	n/a	
Snow plow	\$7,450.00	\$7,550.00	
Slide out tray	\$800.00	\$2,000.00	
delete light bar & corner lights	-\$1,880.00	-\$1,700.00	

Spec H-2

Model	Winner Ford	Hertrich Fleet	
Crew Cab with 6 1/2' bed 250/2500	no bid	\$34,791.00	
Delete bed- add service body		n/a	
Optional diesel engine		\$9,100.00	
Telescoping roof		n/a	
Snow plow		\$7,550.00	
Slide out tray		\$2,000.00	
delete light bar & corner lights		-\$1,700.00	

Spec H-3

Mod	el Winner Ford	Hertrich Fleet	
Double Cab with 8' bed 250/2500	\$35,170.00	\$32,972.00	
Delete bed- add service body	\$17,500.00	\$10,995.00	
Optional diesel engine	\$9,700.00	\$9,100.00	
Telescoping roof	\$2,320.00	\$2,420.00	
Snow plow	\$7,450.00	\$7,550.00	
Slide out tray	\$800.00	\$2,400.00	
delete light bar & corner lights	-\$1,880.00	-\$1,700.00	

Spec H-4

Model	Winner Ford	Hertrich Fleet	
Crew Cab with 8' bed 250/2500	\$36,684.00	\$34,974.00	
Delete bed- add service body	\$17,500.00	\$10,995.00	
Optional diesel engine	\$9,700.00	\$9,100.00	
Telescoping roof	\$2,320.00	\$2,420.00	
Snow plow	\$7,450.00	\$7,550.00	
Slide out tray	\$800.00	\$2,400.00	
delete light bar & corner lights	-\$1,880.00	-\$1,700.00	

Spec H-5

N	lodel	Winner Ford	Hertrich Fleet	
Crew Cab with 6 3/4" bed 250/2500		\$36,494.00	\$34,791.00	
Delete bed- add service body		\$16,000.00	n/a	
Optional diesel engine		\$9,700.00	\$9,100.00	
Telescoping roof		\$2,300.00	n/a	
Snow plow		\$7,450.00	\$7,550.00	
Slide out tray		\$800.00	\$2,000.00	
delete light bar & corner lights		-\$1,880.00	-\$1,700.00	

Spec I-1

Model	Winner Ford	Hertrich Fleet	
Crew Cab with 8' bed 350/3500	\$39,438.00	\$35,743.00	
Delete bed- add super body	\$32,000.00	\$27,766.00	
Optional diesel engine	\$9,700.00	\$9,100.00	
Snow plow	\$7,450.00	\$7,550.00	
delete light bar & corner lights	-\$1,880.00	-\$1,700.00	
delete dual rear wheels make SRW credit	-\$1,450.00	-\$1,000.00	

Spec I-2

Model	Winner Ford	Hertrich Fleet	
Super Cab with 8' bed	\$37,925.00	\$33,864.00	
Delete bed- add super body	\$3,200.00	\$27,766.00	
Optional diesel engine	\$9,700.00	\$9,000.00	
Snow plow	\$7,450.00	\$7,550.00	
delete light bar & corner lights	-\$1,880.00	-\$1,700.00	
delete dual rear wheels make SRW credit	-\$2,075.00	-\$1,000.00	2

Spec I-3 (EMS)	Winner Ford	Hertrich Fleet	
350/3500 Model			2
Single Rear Wheel Crew Cab with 6.85 bed	no bid	\$33,474.00	
spray in liner package		\$1,299.00	

Spec J (EMS)

	Model	Winner Ford	Hertrich Fleet		
4WD Suburban		no bid	\$43, 789 each	\$ 175,156.00 (4)	4
Spec K		First Due Customs			
Suburban Up-fits (4)		\$122,767.93	\$30,691.00 each		4
Spec L	1	First Due Customs			
EMS Pickup Up-fit (2)		\$27,213.36	\$13,606.68 each		2

Motion # 1.

Be it moved the Sussex County Council accepts from, the lowest bidder Hertrich Fleet Services of Milford DE request for various vehicle proposals Specifications A, C,D,E,F, G-1, G-2-1, H-1,2,3,4,5, I-1,I-2 & J and Winner Ford of Cherry Hill, NJ specifications B, for the 2020/2021 model year.

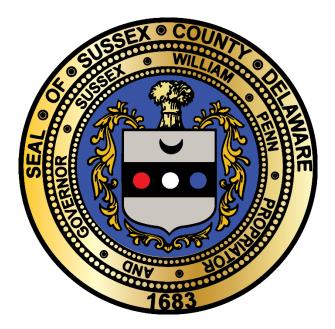
Motion # 2.

Be it moved the Sussex County Council accepts from, the lowest bidder First Due Customs, LLC of Seaford, DE the upfit specifications K & L.

SUSSEX COUNTY GOVERNMENT

REQUEST FOR PROPOSALS

VEHICLE PURCHASES



JULY 2020

SUSSEX COUNTY GOVERNMENT 2 THE CIRCLE P.O. BOX 589 GEORGETOWN, DELAWARE 19947 (302) 855 – 7730 WWW.SUSSEXCOUNTYDE.GOV

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BIDDING AND CONTRACT REQUIREMENTS

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Addenda (Bidder to insert accordingly as issued)

INVITATION TO BID

Sussex County Government will receive sealed competitive proposals ("Bid") for the purchase of various vehicles. Sealed bids must be received by Sussex County Government, c/o Gina A. Jennings, Finance Director, Sussex County Administrative Office Building, 2 The Circle, P.O. Box 589, Georgetown, DE 19947, until 1:00 p.m., local time, on July 27, 2020. To be considered, price proposals must be submitted in writing and respond to the items outlined in the request for proposal (RFP).

Interested parties must submit two (2) written proposals to the Sussex County Government, Attention: Gina A. Jennings, Finance Director, Sussex County Administrative Office Building, 2 The Circle, P.O. Box 589, Georgetown, DE 19947, by 1:00 p.m., July 27, 2020 at which time the proposals will be publicly opened, read aloud with recording only the name of the respondent(s). All other information shall be confidential.

Bids are being sought from vendors to supply the following vehicle types:

Small SUV, AWD Model Midsize SUV, 4WD Model Midsize Pickup 4WD Model Small Delivery Van, FWD Model ³⁄4 Ton Delivery Van, RWD Model 1 Ton SRW Delivery Van, RWD Model 150/1500 Pickup Truck, 4WD Model 250/2500 Pickup Truck, 4WD Model 350/3500 Pickup Truck, 4WD Model Suburban 4WD Model

The request for proposals may be obtained by visiting Sussex County's website http://www.sussexcountyde.gov/legal-notices/bids. Questions shall be directed to Robert Rogers III at 302-855-7730 or <u>rrogers@sussexcountyde.gov</u>. Questions for the Suburban and Suburban up-fit shall be directed to Robert Schoonover at 302-858-5506 or <u>rschoonover@sussexcountyde.gov</u>. If necessary, an addendum will be issued to address questions received.

A formal pre-bid will not be held.

In its sole discretion, Sussex County Government reserves the right to extend the time and place for opening bids from that described in the advertisement by providing not less than two (2) calendar days' notice, by posting an addendum on the Sussex County website.

INSTRUCTIONS TO BIDDERS

Submission of Proposals

Sussex County Government will receive sealed competitive proposals ("Bid") for the purchase of various vehicles. Sealed bids must be received by Sussex County Government, c/o Gina A. Jennings, Finance Director, Sussex County Administrative Office Building, 2 The Circle, P.O. Box 589, Georgetown, DE 19947, until 1:00 p.m., local time, on July 27, 2020. Immediately following, the proposals will be publicly opened, read aloud with recording only the name of the respondent(s). All other information shall be confidential.

Each Bid shall be completed on the forms provided and submitted in a sealed envelope addressed to the Sussex County Government at the above address. Each sealed envelope containing a Bid shall be plainly marked on the outside with "Bid for Sussex County Vehicle Purchases," and bear the name and address of the respondent. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids. Oral, telegraphic, electronic, or telephonic bids are invalid and will not receive consideration. Bids submitted by mail shall be enclosed in an outer envelope, similarly endorsed, and addressed to the Sussex County. Bidders may bid on any or all specifications, and should indicate "NO BID" on his or her Bid Form for any specification on which they chose not to bid. All Bidders shall state delivery time and cutoff build date for current model year as part of their bid proposal. Bidder must indicate the vehicle model that will be provided for each specification for which they are submitting a bid.

Each Bidder shall submit an original completed, signed copy of the Bid Form. Each Bidder shall enter amounts for all Lump Sum Prices, Contingent Unit Prices, Alternate Prices, and the Total Base Bid, where designated on the Bid Form. Failure to comply may be cause for rejection. No allowances, segregated Bids or assignments will be considered. State all amounts in numerical figures. Any alterations or erasures must be initialed by the Bidder. All entries must be ink or typewritten. A Bidder shall make no additional stipulations on the Bid Form nor qualify his Bid by attachments or any other matter. Stipulations or qualifications will be subject to rejection.

If the Bidder is an individual, each copy of the Bid Form shall be signed by the individual himself, under his business name. If the Bidder is a partnership, each copy of the Bid Form shall be signed by an authorized partner, under the name of the partnership. If the Bidder is a corporation, each copy of the Bid Form shall be signed by an authorized executive officer of the corporation under its registered name and the corporate seal shall be affixed. If the Bidder is a limited liability company, each copy of the Bid Form shall be signed by the authorized Managing Member(s).

Other Bid Forms

Each Bid must be accompanied by the completed, signed, and witnessed Certification of Bidder. In addition, any other Bid Forms included in the packet shall be fully completed in accordance with the instructions on the forms.

Information Regarding Bids

The Contract Documents contain the provisions required for the Purchase. Information obtained from an officer, agent, or employee of Sussex County, or any other person shall not affect the risks or obligations assumed by the Bidder or relieve the Bidder from fulfilling any of the conditions of the contract.

No oral interpretations will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to Sussex County Government. Any inquiry received five (5) days or more prior to the Bid Opening date will be given consideration. Every interpretation to a Bidder will be made in the form of an addendum to the contract documents. In addition, all addenda will be issued to each recorded holder of the Contract Documents, but it shall be the Bidder's responsibility to make inquiry as to the addenda issued. All such addenda shall become a part of the Contract and all Bidders shall be bound by such addenda. Bidders shall acknowledge receipt of all addenda on the Bid Form. Failure to do so will result in Bid rejection.

Late Proposals or Late Withdrawals

A Bid received after the closing date and time for receipt of proposals is late and shall not be considered.

No Bidder shall be permitted to make a modification to its original Bid for a minimum of sixty (60) days.

A modification of a Bid resulting from an amendment issued after the closing date and time for receipt of proposals or a modification of a proposal resulting from discussions during negotiations shall be considered if received by the closing date and time set forth in the amendment or by the closing date and time for submission of best and final offers, whichever is applicable. If the modifications described in this subsection are received after the respective date and time described in this subsection, the modifications are late and shall not be considered.

Sussex County Government expressly reserves the right to reject any or all Bids received and/or waive informalities, minor defects and/or reject a particular Bid or all Bids. Any Bid may be withdrawn prior to the above scheduled time for Bid Opening. Bids submitted after the time specified for the Bid opening will not be considered and will be returned unopened. Bids may not be withdrawn within sixty (60) days after the Bid Opening, unless a request to withdraw is granted in accordance with Title 29, Chapter 69 of the Delaware Code. Should there be a reason for not awarding the Contract to the lowest responsive Bidder within sixty (60) days, the time may be extended by mutual agreement between Sussex County Government and the Bidder.

A Notice of Award will be issued to the lowest responsive Bidder. The successful Bidder is required to execute the Agreement and provide a Certificate of Insurance within twenty (20) calendar days from the date of delivery of Notice of Award. The appropriate Agreement and forms will accompany the Notice of Award. If the Bidder fails to execute the Agreement as specified within 20 calendar days, the next low Bidder in order of bid price shall then be considered the lowest responsive Bidder and the Contract will be awarded to him/her. Should this Bidder default, the next low Bidder shall be considered and so on.

Bidders who are rejected under this section shall be notified in writing about the rejection. The reasons for the rejection shall be stated in the determination.

Each Bidder shall be evaluated for responsibility prior to award which may include factors such as the Bidder's financial, physical, personnel, or other resources including subcontracts; Bidder's record of performance or integrity; whether Bidder is qualified legally to contract with the County; and whether the Bidder has supplied all necessary information concerning its responsiveness. If Sussex County Government determines that a Bidder is nonresponsive or non-responsible, the determination shall be in writing and set forth the basis for the determination. A copy of the determination shall be promptly sent to the affected Bidder.

Non-Discrimination

The Bidder in performing the work furnished by this Contract or furnishing the equipment or services provided herein shall not discriminate against any person seeking employment with or employed by him/her because of race, creed, color, or national origin.

BID FORM

To:Sussex County GovernmentFor:Sussex County Vehicle PurchasesBidder Acknowledgements

Bidder Acknowledgements

The undersigned Bidder has carefully examined the Instructions to Bidders and the Specifications, the Agreement, and all other portions of this Request for Proposal for the performance of the above-named project, and shall deliver the equipment in accordance with the requirements of the Contract Documents.

The Bidder certifies by the submission of this Bid that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the product or services shipped or ordered as a result of this Bid. The successful Bidder shall, at his own expense, defend any and all actions or suits charging such infringements, and will save Sussex County, and its appointed and elected officials, officers, partners, directors, employees, and agents harmless from any and all liability, loss, or expense occasioned by any such violation.

The undersigned Bidder acknowledges receipt of all Addenda issued during the bidding process.

Confidentiality

If Bidder considers any portion of its Bid to be confidential, Bidder shall be required to isolate and identify in writing any confidential portions thereof. Bidder shall include, with this designation, a statement that explains and supports the Bidder's claim that the items identified as confidential contain trade secrets or other proprietary data. In submitting its Bid, Bidder acknowledges that its Bid, whether successful or not, shall be subject to disclosure and available for public inspection and copying in accordance with the Delaware Freedom of Information Act, 29 Del. C., Chapter 100, except to the extent withholding such information is permitted under the Act or otherwise permitted by law.

Basis of Bid

This Bid includes all other applicable taxes and fees.

The undersigned Bidder further understands that all equipment covered by this Bid shall be new and of the best quality and the highest-grade workmanship.

Dated:

(If an Individual, Partnership, Limited Liability Company, or Non-Incorporated Organization) Name of Business:

Signature of Bidder:	

By: _____

Business Address:

Sussex County Government Vehicle Purchases

BID FORM	- continued
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Address of			
(If a corporation)			
]	Name of Business:	 	
	Signature of Bidder:	 	
	By:	 	
	Business Address:	 	
Incorporated under the	laws of the State of:	 	
President's Name			
(Address)			
Secretary's Name		 	
(Address)		 	
Treasurer's Name		 	
(Address)		 	

Affix Corporate Seal

BID SCHEDULE

Specification A

 Small SUV, AWD Model:

 Delivery Time:

Cutoff Date for Ordering:

Base Bid:

Item	Description	Total Price
A-1	Furnish Small SUV AWD	
A-2	Delivery Charge	
	Total Base Bid	\$

Item	Description	Price
A-3	Light bar & 4 Corner Lights	

Mid-Size SUV, 4WD Model:	
Delivery Time:	
Cutoff Date for Ordering:	

Base Bid:

Item	Description	Total Price
B-1	Furnish Mid Size SUV 4 Wheel Drive	
B-2	Delivery Charge	
	Total Base Bid	\$

Item	Description	Price
B-3	Third Row Fold Down Seat	
B-4	Light Bar & 4 Corner Lights	

Mid-Size Pickup Crew Cab, 4WD Model:

Delivery Time: _____

Cutoff Date for Ordering:

Base Bid:

Item	Description	Total Price
C-1	Furnish Mid - Size Pickup Crew Cab, 4 Wheel Drive	
C-2	Delivery Charge	
	Total Base Bid	\$

C-3	Delete light bar & 4 Corner lights (credit)	\$
-----	---	----

Small Delivery Van, FWD Model:	
Delivery Time:	
· · · · · · · · · · · · · · · · · · ·	
Cutoff Date for Ordering:	

Base Bid:

Item	Description	Total Price
D-1	Furnish Small Delivery	
D-2	Delivery Charge	
	Total Base Bid	\$

Item	Description	Price
D-3	Rear Windows with Defrost	
D-4	Back Up Camera and Alarm	
D-5	Delete Light Bar & 4 Corner Lights (Credit)	

³⁄₄ Ton Van Model: _____

Delivery Time: _____

Cutoff Date for Ordering:

Base Bid:

Item	Description	Total Price
E-1	Furnish ³ ⁄ ₄ Ton Van	
E-2	Delivery Charge	
	Total Base Bid	\$

Item	Description	Price
E-3	Rear Windows	
E-4	Back Up Alarm	
E-5	Delete Light Bar & 4 Corner Lights (Credit)	

1 Ton SRW Van Model:	
Delivery Time:	
Cutoff Date for Ordering:	

Base Bid:

Item	Description	Total Price
F-1	Furnish 1 Ton SRW Van	
F-2	Delivery Charge	
	Total Base Bid	\$

Item	Description	Price
F-3	Rear Windows	
F-4	Back Up Alarm	
F-5	Delete Light Bar & 4 Corner Lights (Credit)	

Crew Cab Pickup 150/1500 Model 4WD:

Delivery Time: _____

Cutoff Date for Ordering:

Base Bid:

Item	Description	Total Price
G-1-1	Furnish Crew Cab Pickup 4WD	
G-1-2	Delivery Charge	
	Total Base Bid	\$

Item	Description	Price
G-1-3	Spray in Liner	
G-1-4	Delete Light Bar & 4 Corner Lights (Credit)	
G-1-5	V-8 Engine	

Double or Super Cab Pickup 150/1500 Model 4WD:

Delivery Time: _____

Cutoff Date for Ordering:

Base Bid:

Item	Description	Total Price
G-2-1	Double or Super Cab Pickup 4WD	
G-2-2	Delivery Charge	
	Total Base Bid	\$

Item	Description	Price
G-2-3	Spray in Liner	
G-2-4	Vinyl flooring	
G-2-5	Delete Light Bar & 4 Corner Lights (Credit)	
G-2-6	V-8 Engine	
G-2-7	8' Bed	

Double or Super Cab Pickup Truck 250/2500 Model:

Delivery Time: _____

Cutoff Date for Ordering:

Base Bid:

Item	Description	Total Price
H-1-1	Furnish Double Cab with 6 ¹ / ₂ ' bed	
H-1-2	Delivery Charge	
	Total Base Bid	\$

Item	Description	Total Price
H-1-3	Delete Bed and add Service Body	
H-1-4	Optional Diesel Engine	
H-1-5	Telescopic Roof on Utility Body	
H-1-6	Snow Plow	
H-1-7	Slide Out Tray	
H-1-8	Delete Light Bar & 4 Corner Lights (Credit)	

Crew Cab Pickup Truck 250/2500 Model:

Delivery Time:

Cutoff Date for Ordering:

Base Bid:

Item	Description	Total Price
H-2-1	Furnish Crew Cab with 6 ¹ / ₂ ' bed	
Н-2-2	Delivery Charge	
	Total Base Bid	\$

Item	Description	Price
H-2-3	Delete Bed and add Service Body	
H-2-4	Optional Diesel Engine	
H-2-5	Telescopic Roof on Utility Body	
H-2-6	Snow Plow	
H-2-7	Slide Out Tray	
H-2-8	Delete Light Bar & 4 Corner Lights (Credit)	

Double or Super Cab Pickup Truck 250/2500 Model:

Delivery Time: _____

Cutoff Date for Ordering:

Base Bid:

Item	Description	Total Price
H-3-1	Furnish Double Cab with 8' bed	
Н-3-2	Delivery Charge	
	Total Base Bid	\$

Item	Description	Price
H-3-3	Delete Bed and add Service Body	
H-3-4	Optional Diesel Engine	
H-3-5	Telescopic Roof on Utility Body	
H-3-6	Snow Plow	
H-3-7	Slide Out Tray	
H-3-8	Delete Light Bar & 4 Corner Lights (Credit)	

Crew Cab Pickup Truck 250/2500 Model:

Delivery Time: _____

Cutoff Date for Ordering:

Base Bid:

Item	Description	Total Price
H-4-1	Furnish Crew Cab with 8' bed	
H-4-2	Delivery Charge	
	Total Base Bid	\$

Item	Description	Price
H-4-3	Delete Bed and add Service Body	
H-4-4	Optional Diesel Engine	
H-4-5	Telescopic Roof on Utility Body	
H-4-6	Snow Plow	
H-4-7	Slide Out Tray	
H-4-8	Delete Light Bar & 4 Corner Lights (Credit)	

Crew Cab Pickup Truck 250/2500 Model:

Delivery Time:

Cutoff Date for Ordering:

Base Bid:

Item	Description	Total Price
H-5-1	Furnish Crew Cab with 6 ³ / ₄ ' bed	
H-5-2	Delivery Charge	
	Total Base Bid	\$

Item	Description	Price
H-5-3	Delete Bed and add Service Body	
H-5-4	Optional Diesel Engine	
H-5-5	Telescopic Roof on Utility Body	
H-5-6	Snow Plow	
H-5-7	Slide Out Tray	
H-5-8	Delete Light Bar & 4 Corner Lights (Credit)	

Pickup Truck 350/3500 Model:
•
Delivery Time:
Cutoff Date for Ordering:

Base Bid:

Item	Description	Total Price
I-1-1	Dual Wheel Crew Cab with 8' Bed	
I-1-2	Delivery Charge	
	Total Base Bid	\$

Item	Description	Total Price
I-1-3	Delete Bed and add Super Body	
I-1-4	Optional Diesel Engine	
I-1-5	Snow Plow	
I-1-6	Delete Light Bar & 4 Corner Lights (Credit)	
I-1-7	Delete Dual Wheels and make SRW (Credit)	

Pickup Truck 350/3500 Model:	
Delivery Time:	
Cutoff Date for Ordering:	

Base Bid:

Item	Description	Total Price			
I-2-1	Dual Wheel Super Cab with 8' Bed				
I2	Delivery Charge				
	Total Base Bid	\$			

I-2-3	Delete Bed and add Super Body	
I-2-4	Optional Diesel Engine	
I-2-5	Snow Plow	
I-2-6	Delete Light Bar & 4 Corner Lights (Credit)	
I-2-7	Delete Dual Wheels and make SRW (Credit)	

Specification I-3 (EMS)

Pickup Truck 350/3500 Model:	
Delivery Time:	
Cutoff Date for Ordering:	

Base Bid:

Item	Description	Total Price			
I-3-1	Single Rear Wheel Crew Cab with 6.85' Bed				
I-3-2	Delivery Charge				
	Total Base Bid	\$			

4WD Suburban:	
Delivery Time:	
Cutoff Date for Ordering:	

Base Bid:

Item	em Description Total P			
J-1	4WD Chevrolet Suburban			
J-2	Delivery Charge			
	Total Base Bid	\$		

Suburban Up-Fit: ______
Delivery Time: _____

Cutoff Date for Ordering:

Base Bid:

Item	n Description Total Price			
K-1	2021 Suburban's Up-Fit			
K-2	Delivery Charge			
	Total Base Bid	\$		

One Ton SRW 6.85' Pickup style truck Upfit: _____ Delivery Time: _____ Cutoff Date for Ordering: _____

Base Bid:

Item	Description	Total Price		
L-1	One Ton SRW 6.85' Pickup style truck upfit			
L-2	Delivery Charge			
	Total Base Bid	\$		

END of base bid forms

CERTIFICATION OF BIDDER

The	undersigned	Bidder,	on	the	 day	of
	, 20	_, for Sussex County Vehicle Purchases acknowledge	es:			

- 1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization or corporation;
- 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid;
- 3. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- 4. Bidder has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - a. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Sussex County Government, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Sussex County Government of the benefits of free and open competition;
 - c. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Sussex County Government, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

CORPORATE SEAL

Signature of Bidder: _____

BY: _____

Attest:

Sworn and subscribed before me this _____day of _____, 20___.

My commission expires ______.

Notary Public

AGREEMENT

THIS AGREEMENT, made this _____ day of ______, 20____, by and between Sussex County, a political subdivision of the State of Delaware, hereinafter called "Owner", and ______, doing business as (an Individual) or (a Partnership) or (a Corporation), hereinafter called "Vendor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

- 1. The VENDOR shall commence and supply the <u>Sussex County Vehicle</u> <u>Purchase(s)</u>
- 2. All capitalized terms herein and throughout the Contract Documents shall have the same meaning as defined in the General Conditions.
- 3. The Vendor shall furnish all of the Equipment in accordance with the requirements of the Contract Documents ("Work").
- 4. The Vendor shall supply all of the materials and equipment necessary as described in the Contract Documents and shall supply same in accordance with the prices quoted in Vendor's bid schedule.
- 5. The term "Contract Documents" means and includes the following, which are herein incorporated into this Agreement by reference:
 - A. Invitation to Bid;
 - B. Instructions to Bidders;
 - C. Bid Form;
 - D. Any other forms included in the packet furnished to Bidders;
 - E. General Conditions;
 - G. Technical Specifications;
 - I. Addenda if any; and
 - J. Change Orders, if any.
- 7. The Owner shall pay the Vendor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.
- 8. To the fullest extent permitted by law, the Vendor shall indemnify, hold

harmless and defend Owner and its elected and appointed officials, officers, directors, employees, agents, and consultants from and against all claims, damages, losses, injuries and expenses including court costs and attorneys' fees arising out of or resulting from the performance of the Work, provided such claims, damages, losses, injuries or expenses are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, but only to the extent directly by any act or omission of the Vendor, or any Subcontractor performing Work. Vendor or any Subcontractor shall be liable, regardless of whether or not such claims, damages, losses, injuries and expenses are caused in part by a party indemnified hereunder.

- 9. Vendor certifies that there has been no violation of copyrights or patent rights in manufacturing, or selling the product or services shipped or ordered as a result of this Agreement. To the fullest extent permitted by law, the Vendor shall, at his own expense, defend any and all actions or suits charging such infringements, and will save Owner, and its appointed and elected officials, officers, partners, directors, employees, and agents harmless from any and all liability, loss, or expense occasioned by any such violation.
- 10. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
- 11. If the Work shall be abandoned, or if the Contract Documents or any part thereof shall be sublet without the previous written consent of Owner, or if the Contract Documents shall be assigned by Vendor otherwise than as herein specified, or if at any time Owner shall be of the opinion and shall certify in writing to the Vendor that the Work, or any part thereof, is delayed beyond the stated completion time or that the Vendor has violated any provision of the Contract Documents or that the Vendor fails to provide all supplies, material, machinery, implements, appliances and tools or fails to perform the Work as set forth in the Contract Documents, in whole or in part, Owner, in addition to available remedies, may notify the Vendor to discontinue all Work or any part thereof; and thereupon Vendor shall discontinue such Work or such part thereof as Owner may designate and Owner may thereupon, by a contract or otherwise, as it may determine, complete the Work, or such part thereof, and charge the entire expense of so completing the Work or part thereof, to the Vendor.
- 12. All costs and charges that may be incurred under this section or any damages that should be borne by Vendor shall be withheld or deducted from any moneys then due, or to become due to Vendor under these Contract Documents, or any part thereof; and in such accounting the Owner shall not be held to obtain the lowest cost for the Work or completing the Work or any part thereof, but all

sums actually paid therefore shall be charged to Vendor. In case the costs and charges incurred are more than the sum which would have been payable under the Contract Documents if the same had been completed by Vendor, Vendor shall pay the amount of excess to Owner for the completion of the Work within thirty (30) days of receipt of an invoice.

- 13. Should any portion of this Agreement be held void, the remainder shall continue in full force and effect. The undersigned acknowledge that they have carefully read this Agreement, have had the opportunity to have been advised of its meaning by an attorney of their choosing, and sign the same of their own free will. In entering into this Agreement, the undersigned warrant that they have done so voluntarily and of their own accord without reliance on any inducement, promise or representation by any other party, except those which are expressly set forth in this Agreement.
- 14. The Contract Documents 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. This Agreement may only be modified by an instrument in writing executed by Owner and their duly authorized representatives.
- 15. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
- 16. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without respect to its conflict of laws provisions.
- 17. Time is of the essence for purposes of this Agreement.
- 18. Vendor shall not assign, sell or otherwise transfer its rights in this Agreement without the prior signed approval of Owner.
- 19. Vendor is not considered an employee or agent of Owner for any purpose whatsoever. Vendor agrees that in all matters relating to this Agreement it shall be acting as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of this Agreement. Vendor shall have no right, power or authority to create any obligation, expressed or implied, on behalf of Owner and shall have no authority to represent Owner as an agent of Owner, unless otherwise specifically authorized by Owner in a writing not contained in these Contract Documents.

20. A party's omission or failure to exercise any rights or obligations under this Agreement shall not be construed as a waiver of such rights or obligations, unless the party has executed a written waiver of such right or obligation under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original, on the date first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

WITNESS		VENDOR
		Signature
		Title
(SEAL)		Date
ATTEST:		<u>OWNER</u>
Clerk of Sussex County	Council	President, Sussex County Council

Date

GENERAL CONDITIONS

DEFINITION OF TERMS:

Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

ADDENDA: Written or graphic instruments issued prior to the opening of Bids, which clarify, correct, or change the Bidding Documents.

AGREEMENT: The written contract between Owner and Vendor covering Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof.

BID or BID PROPOSAL: The offer by Bidder submitted on the prescribed forms setting forth the prices and Work to be performed.

BIDDING DOCUMENTS: The Invitation to Bid, General Conditions, the Bid Form, and proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

CHANGE ORDER: A written order to Vendor signed by Owner authorizing an addition, deletion or revision of Work, or adjustment of Contract Price or Contract Time issued on or after the Effective Date of the Agreement.

CONTRACT DOCUMENTS: The written agreement covering Work to be performed. The awarded Contract Documents shall include, but is not limited to: the Agreement, General Conditions, Technical Specifications, Addenda, and Change Orders.

CONTRACT PRICE: The moneys payable by Owner to Vendor for completion of Work in accordance with the Contract Documents as stated in the Agreement.

COUNTY: Sussex County, a political subdivision of the State of Delaware.

DEFECTIVE: An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment.

INVITATION TO BID: The public announcement, as required by law, that Sussex County is soliciting Bids for Work to be performed or materials or equipment to be furnished.

MATERIALS/EQUIPMENT: This term describes the materials, equipment, unit, and/or supplies which are required to be supplied to Owner under the Contract Documents.

OWNER: Sussex County, a political subdivision of the State of Delaware.

SUPPLEMENTAL GENERAL CONDITIONS: Modify the General Conditions and are specific clauses setting forth conditions or requirements peculiar to this Contract.

VENDOR: The person, firm or corporation with whom Owner has entered into the Agreement.

WORK: The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Vendor's performance of all duties and obligations as required by the Contract Documents.

1.00 ARTICLE 1 – GENERAL REQUIREMENTS & PRELIMINARY MATTERS

- **1.01 LAWS TO BE OBSERVED:** Vendor shall strictly comply with all Federal, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of Work.
- **1.02 PERMITS AND LICENSES:** All necessary permits and licenses required by local, State, or Federal laws shall be provided by Vendor at his/her own expense, unless Owner expressly agrees in writing to provide said permit or license. The Bidder's attention is called to Title 30, Chapter 27 of the Delaware Code, which should be reviewed by Vendor in order to determine whether such laws are applicable to its Bid.
- **1.03 NOTICE TO PROCEED:** The date of Notice to Proceed shall specify the date upon which the Work shall commence. No Work shall be done prior to the date on which the Contract Time commences to run.
- **1.04 CONTRACT PAYMENT**: Payment for equipment supplied in accordance with the Contract Documents shall be made at the lump sum and/or unit prices contained in the Bid. In addition to meeting any other conditions of Final Acceptance set forth herein, Final Acceptance shall not be issued until the Equipment is received by County personnel, the Equipment functions correctly. Owner shall make the final payment in a lump sum within thirty days after Owner's issuance of Final Acceptance for the Vehicles that have been delivered and approved.
- **1.05 CONTRACT PERIOD:** The Contract shall be valid from the date of award through June 30, 2020

2.00 ARTICLE 2 – <u>DELIVERY AND FINAL ACCEPTANCE OF VEHICLES</u>

- **2.01** The intent of these Contract Documents is to provide for delivery and furnishing of Vehicles described. It is further intended that Vendor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete Work in accordance with the Contract Documents. All Work shall be performed in a good and workmanlike manner, and all Vehicles shall be new and in accordance with the Contract Documents.
- **2.02** All Vehicles will be inspected by an authorized representative of Owner, and if found defective, or if it in any way fails to meet the requirements of the Contract Documents, said Vehicles will be rejected. If said Vehicles are rejected, Vendor shall be responsible for repairing or replacing said Vehicles. Once Vehicles are found to be satisfactory to Owner and any other conditions of Final Acceptance set forth herein are met, Owner shall issue a Final Acceptance and make the final payment in accordance with the provisions herein.

3.00 ARTICLE 3 - INSURANCE REQUIREMENTS

3.01 GENERAL INSURANCE REQUIREMENTS:

- A. Vendor shall not commence Work until Vendor has obtained, at Vendor's own expense, all of the insurance as required hereunder and such insurance has been approved by Owner; nor shall Vendor allow any subcontractor to commence Work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Vendor. Approval of insurance required of Vendor will be granted only after submission to Owner of original certificates of insurance and required endorsements that are satisfactory to Owner, evidencing the required insurance.
- B. All insurers underwriting Vendor's insurance must be licensed in the State of Delaware, have a minimum policyholders rating of "A-" or better, and have a financial size of "Class VII" or higher, unless otherwise approved by Owner.
- C. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to Owner (not less than ten (10) days' notice is required for non-payment of premium). Therefore, a copy of the endorsements to the required policies that confirm the insurer is obligated to send notice to Owner as required herein, must accompany all certificates of insurance.
- D. If any subcontractors are utilized, Vendor shall require all subcontractors to maintain commercial general liability insurance, business auto liability insurance and workers compensation and employer's liability insurance to the same extent required of Vendor. The Vendor shall furnish subcontractor's certificates of insurance and required endorsements to Owner immediately upon request.

- E. Failure of Owner to obtain such certificates or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence provided shall not be construed as a waiver of Vendor's insurance requirements.
- F. By requiring such insurance and insurance limits herein, Owner does not represent that coverage and limits will necessarily be adequate to protect Vendor, and such coverage and limits shall not be deemed as a limitation on Vendor's liability under the indemnities granted to Owner.
- G. If the Owner is damaged by the failure or neglect of Vendor to purchase and maintain insurance as required herein, then the Vendor shall bear all reasonable costs properly attributable thereto.
- H. Loss of or damage to any equipment to be provided under the Contract Documents shall be at the sole risk of the Vendor until Substantial Completion.

3.02 Vendor's Insurance

Vendor shall purchase and maintain the following insurance coverages throughout the term of the Contract Documents for not less than the limits specified below or required by law, whichever is greater:

- A. **Commercial general liability** insurance that insures against claims for bodily injury, property damage, personal and advertising injury arising out of or in connection with Vendor's Work, including coverage for claims arising out of liability assumed under the Contract Documents. The minimum limits of liability for this insurance are \$1,000,000 combined single limit for each occurrence; \$1,000,000 combined single limit general aggregate; and \$1,000,000 combined single limit for products/completed operations aggregate. Any general aggregate limit shall apply on a per project basis. This insurance shall not afford coverage on a "claims made" basis without the prior written approval of Owner.
- B. **Business auto liability insurance** with a minimum combined single limit of \$1,000,000 per accident and including coverage for bodily injury and property damage claims arising out of the ownership, maintenance or use of any auto and include coverage for Vendor from bodily injury and property damage claims arising out of liability assumed under the Contract Documents.
- C. Workers compensation insurance with statutory benefits as required by any state or Federal law, including standard "other states" coverage and employers liability insurance with minimum limits of \$100,000 each accident for bodily injury by accident, \$100,000 each employee for bodily injury by disease and \$500,000 policy limit for bodily injury by disease.

D. **Personal property in transit, transportation or motor truck cargo insurance** with limits not less than 100% of the replacement cost of the personal property including equipment to be transported by Vendor (or any subcontractor) under the Contract Documents. Such insurance shall be written on all risks basis and be in effect until Final Acceptance.

4.00 ARTICLE 4 - <u>VENDOR'S RESPONSIBILITIES</u>

4.01 SERVICES, MATERIALS AND EQUIPMENT:

- A. Unless otherwise specified in the Contract Documents, Vendor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, startup and completion of the Work.
- B. All Materials/Equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner.
- C. All Materials/Equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned and conditioned in accordance with instructions provided by manufacturer and/or supplier, except as otherwise may be provided in the Contract Documents.
- **4.02 PRODUCTS BY NAME/OR "APPROVED EQUAL:"** Products by name are intended to be descriptive of quality, workmanship, finish, function, and approximate characteristics desired and are not necessarily intended to be restrictive. Substitution of products for those named may be considered, but must be approved by Owner and with the condition that said product is equal or superior in quality, workmanship, finish, function, and approximate characteristics to that specified by the Contract Documents. Owner will be the sole judge of the equivalences. Please see Technical Specifications for requirements.
- **4.03 REJECTED MATERIAL:** Vendor shall, at his/her own expense, replace or satisfactorily adjust or repair all Materials/Equipment rejected for failure to comply with the Contract Documents.

5.00 ARTICLE 5 - DELIVERY

The delivery of the Vehicles shall be to the following location:

Sussex County Joint Maintenance Garage 21448 Rudder Lane Georgetown, DE 19947

Vendor shall coordinate the delivery to allow an authorized representative of Owner to inspect the Vehicles. If said representative finds the supplied Vehicle(s) to be defective, damaged or if said Vehicles fails in any way to meet the specifications set forth herein, the items in question may be rejected at the sole discretion of Owner. Vehicles must be delivered with the certificate of origin. Sussex County Government will be responsible for completing title and tag work. If conversion work is necessary, the vehicle will be delivered to the successful conversion vendor.

6.00 ARTICLE 6 - <u>CONTRACT TIME</u>

6.01 The Vehicle(s) shall be delivered to the site defined in Article 5.00, by the Vendor within the delivery time listed on the bid form. The Delivery Time may be extended, in the sole and absolute discretion of Owner, with good cause shown.

GENERAL

Scope of Work

The following items shall be supplied on all vehicles as required equipment, unless otherwise specified, and will not be included in the specifications for each individual vehicle.

- A. Speed Control All vehicles must be equipped with OEM Cruise Control, unless noted otherwise in the individual specifications.
- B. Lug wrench and tire jack.
- C. Inside rear view mirror day/night type.
- D. Seat(s) for driver and passenger(s).
- E. Replaceable element oil filter.
- F. Rear license plate brackets mounted on all vehicles. Manufacturer standard "no cost" front brackets shall be provided loose in vehicle interior, unless specified at time of order.

- G. Flexible fuel engine (FFV) Required if available, unless otherwise stated.
- H. Cigarette lighter (or power receptacle is acceptable).
- I. Manufacturers Standard AM/FM radio.
- J. Key Four (4) working keys with 2 Fobs or Four (4) fobbed keys for Chrysler Vehicles, if specification includes power package (windows, locks, etc.) as standard equipment. Otherwise, if standard basic configurations does not include power equipment package, then vendor shall only be required to include four (4) working keys and no Fobs.
- K. Air Condition Factory installed; integrated with heather and defroster.
- L. Air bag Driver, Passenger, front and side air bags required.
- M. Glass Tinted all windows
- N. Exterior side mirrors standard for model bid.
- O. Spare tire Mounted manufactures standard full size spare where available.
- P. Brakes Anti lock braking system
- Q. Steering manufacturers standard power assisted
- R. Transmission standard for model quoted.
- S. Floor Mats All vehicles must be equipped with all-weather rubber floor mats.
- T. Any option that is available at no extra charge shall be included with the delivery of the vehicle and shall not be removed unless specified by Sussex County Government.
- U. If the required General Specifications, listed above, differ from the individual model Specifications identified; the individual model specifications requested will take first priority over the general specifications identified.
- V. Each Vehicle must be delivered with a complete set of operational instruction manuals.
- W. Specifications for each class of vehicle are included below in Attachment A.

1.02 SHIPPING, DELIVERY, STORAGE & HANDLING

- A. All vehicles shall be properly protected such that no damage will occur from the time of shipment until the time of delivery.
- B. County shall be responsible for inspecting all vehicles upon arrival. County shall notify the Vendor within 24 hours of any damage.

1.03 WARRANTY

- A. All warranties begin when the Purchaser accepts delivery from the contractor FOB point of origin/destination.
- B. All warranties shall be in writing and included in the bid. Bidders who fail to meet this requirement shall not be considered as responsive.
- C. All warranties will be transferable to second purchaser should the Department desire to sell this vehicle at a later date.
- D. Each bidder shall submit as part of their bid proposal, copies of the vehicle manufacturer's written warranty.
- E. A 36,000/3 year manufacturers bumper to bumper and a 60,000 miles/5 year power train warranty shall be included.

1.04 Expected Volume

It is anticipated during the fiscal year that Sussex County will purchase the following quantities:

Small SUV, AWD Model	(1) one
Midsize SUV, 4WD Model	(1) one
Midsize Pickup 4WD Model	(1) one
Small Delivery Van, FWD Model	(1) one
³ ⁄ ₄ Ton Delivery Van, RWD Model	(1) one
1 Ton SRW Delivery Van, RWD Model	(1) one
150/1500 Pickup Truck, 4WD Model	(1) one
250/2500 Pickup Truck, 4WD Model	(1) one
350/3500 Pickup Truck, 4WD Model	(1) one
350/3500 Pickup Truck, 4WD Model (EMS)	(2) two
Suburban, 4WD Model	(4) four

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l Drive
4
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r Standard
8
5
red
red
or greater
or greater
or greater
or greater
ninimum
gallons
L
L.
L
l Rear
8
6K Miles, Powertrain Miles
S S
ulated LED light bar

Vehicle Specification (A) – Small SUV AWD

Vehicle Specification (B) – Mid Size SUV 4WD		
1. Wheelbase	112.8 inches or greater	
2. Fuel Type	Gasoline - 87 octane	
3. Year	2021	
4. Maximum Seating	7	
5. Color, Exterior	White	
6. Color, Interior	Gray Cloth Seats	
7. Engine	3.5L V6	
8. Transmission	6 Speed Automatic	
9. Drive	4WD	
10. Doors	4	
11. Bed Length	NA	
12. Tires	18 inch	
13. Wheels	Aluminum	
14. Air Conditioning	Yes	
15. Cruise Control	Yes	
16. Door Locks	Powered	
17. Windows	Powered	
18. Trailer package	NA	
19. Headroom Front	41.4 inches, or larger	
20. Maximum Leg Room front	42.9 inches, or larger	
21. Hip Room Front	57.3 inches, or larger	
22. Shoulder room Front	61.5 inches, or larger	
23. Ground Clearance	NA	
24. Fuel tank	18 to 22 gallons	
25. Skid Plate	NA	
26. Running Boards	Yes	
27. Provision for aftermarket roof mounted Light bar	Yes	
28. Recovery Hooks	Yes	
29. License Plate Bracket	Front and rear	
30. Bluetooth, or similar hands free device	Yes	
31. Warranty	Bumper to bumper 3yr/36K Miles, Powertrain 5yr/60K Miles	
32. Roadside Safety Kit	Yes	
33. Trailer Hitch	NA	
34. Optional	1. Lift up rear cargo area door.	
L	2.Third row fold down seat.	
	3. Option for removal of Center Console by the	
	Buyer, AND ability (necessary space) to install	
	computer/electronics stand provided by vendor -	
	Havis.	
	4. Roof mounted fully populated LED light bar	
	with arrow stick, take downs & alley lights. Two	
	amber lights mounted on front and rear of vehicle.	

Vehicle Specification (B) – Mid Size SUV 4WD

2.Fuel Type

4.Maximum Seating 5.Color, Exterior 6.Color, Interior

8.Transmission

10.Doors 11.Bed Length

14.Air Conditioning

3.Year

7.Engine

9.Drive

12.Tires 13.Wheels

140.5 inches or greater
Gasoline - 87 octane
2021
5
White
Gray Cloth Seats with vinyl floors
3.6L V6
6 Speed Automatic
4WD
4
NA
16 Inch
Aluminum
Yes
Yes
Powered
Powered
NA
41.4 inches, or larger
45.0 inches, or larger
55 Dinches or larger

	Vehicle Specificat	tion (C) – Mid Size Picku	p Crew cab 4WD
1.Wheelbase			140.5 inches

14.All Collainoning	1 65
15.Cruise Control	Yes
16.Door Locks	Powered
17.Windows	Powered
18.Trailer package	NA
19.Headroom Front	41.4 inches, or larger
20.Maximum Leg Room front	45.0 inches, or larger
21.Hip Room Front	55.0 inches, or larger
22.Shoulder room Front	57.5 inches, or larger
23.Ground Clearance	NA
24.Fuel tank	17 o 22 gallons
25.Skid Plate	NA
26.Running Boards	Yes
27.Provision for aftermarket	Yes
roof mounted Light bar	
28.Recovery Hooks	Yes
29.License Plate Bracket	Front and rear
30.Bluetooth, or similar hands	Yes
free device	
31.Warranty	Bumper to bumper 3yr/36K Miles
	Powertrain 5yr/60K Miles
32.Roadside Safety Kit	Yes
33.Trailer Hitch	Trailer Hitch w/ trailer plug and
	OEM brake controller
34.Warning Lights	Roof mounted fully populated
	LED light bar with arrow stick, tak
	downs & alley lights. Two amber
	lights mounted on front and rear of
	vehicle.

Vehicle Specifications (D) – Small Delivery Van		
1. Fuel Type	87 Octane-Gasoline	
2. Year	2021	
3. Maximum Seating	2	
4. Color, Exterior	White	
5. Color, Interior	Gray Cloth Seats with Vinyl Floors	
6. Engine	2.5L DOHCI-4	
7. Transmission	Automatic	
8. Drive	Front Wheel Drive	
9. Doors	2 Front Passenger, Dual Side Sliding and	
	Dual Symmetrical Rear doors	
10. Bed Length	NA	
11. Tires	NA	
12. Wheels	Standard	
13. Air Conditioning	Yes	
14. Cruise Control	Yes	
15. Door Locks	Power	
16. Windows	Power	
17. Install safety cage wall behind front seats	Yes	
18. Headroom Front	NA	
19. Maximum Leg Room front	NA	
20. Hip Room Front	NA	
21. Shoulder room Front	NA	
22. Ground Clearance	NA	
23. Fuel tank	Standard for Make/Model	
24. Warning lights	Roof mounted fully populated LED light bar with	
	arrow stick, take downs & alley lights. Two amber	
	lights mounted on front and rear of vehicle.	
25. Running Boards	NA	
26. Recovery Hooks	NA	
27. License Plate Bracket	Yes, Front and rear	
28. Bluetooth, or similar hands free device	Yes	
29. Warranty	Bumper to bumper 3yr/36K Miles, Powertrain 5yr/60K Miles	
30. Roadside Safety Kit	Yes	
31. Trailer Hitch	Yes	
32. Additional Specifications	Vehicle Length-min. 190" Inches, Vehicle	
33. Optional	Rear Windows w/rear window defrost,	
	Backup (Rear Sensor) alarm,	

Vehicle Specification	s (D) – Small Delivery Van
venicle specification	S(D) = Sinan Denvery van

1. Fuel Type 87 Octane-Gasoline 2. Year 2021 3. Maximum Seating 2 4. Color, Exterior White 5. Color, Interior Gray Cloth Seats with Vinyl Floors 6. Engine 3.7L V6 7. Transmission Automatic 8. Drive Rear-Wheel Drive 9. Doors 2 Front Passenger, Side Sliding and Duel Rear doors 10. Bed Length NA 11. Tires NA 12. Wheels Standard 13. Air Conditioning Yes 14. Cruise Control Yes 15. Door Locks Power 16. Windows Power 17. Trailer package Trailer Hitch w/trailer plug and OEM brake controller 18. Headroom Front NA 19. Maximum Leg Room front NA 20. Hip Room Front NA 21. Shoulder room Front NA 22. Fael tank Standard for Make/Model 24. Skid Plate NA 25. Reovery Hooks NA 26. Provision for aftermarket roof mounted Light bar & ladder rack Yes 27. Recovery Hooks NA 28. License Plate Bracket Yes 29. Bluetooth, or similar hands free device Yes 30. Warranty Bumper to bumper 3	Vehicle Specifications (E) – Large ³ / ₄ Ton Van		
3. Maximum Seating 2 4. Color, Exterior White 5. Color, Interior Gray Cloth Seats with Vinyl Floors 6. Engine 3.7L V6 7. Transmission Automatic 8. Drive Rear-Wheel Drive 9. Doors 2 Front Passenger, Side Sliding and Duel Rear 10. Bed Length NA 11. Tires NA 12. Wheels Standard 13. Air Conditioning Yes 14. Cruise Control Yes 15. Door Locks Power 16. Windows Power 17. Trailer package Trailer Hitch w/trailer plug and OEM brake controller 18. Headroom Front NA 19. Maximum Leg Room front NA 21. Shoulder room Front NA 22. Ground Clearance NA 23. Fuel tank Standard for Make/Model 24. Skid Plate NA 25. Running Boards NA 26. Provision for aftermarket roof mounted Light bar & ladder rack Yes 29. Bluetooth, or similar hands free device Yes 31. Roadside Safety Kit Yes 32. Trailer Hitch Yes 33. Additional Specifications Vehicle Length- min. 235 Inches, Vehicle Height- min. 100 Inches, 60000bs Capacity, 9500 GVWR Roof mounte	1. Fuel Type	87 Octane- Gasoline	
4. Color, Exterior White 5. Color, Interior Gray Cloth Seats with Vinyl Floors 6. Engine 3.7L V6 7. Transmission Automatic 8. Drive Rear-Wheel Drive 9. Doors 2 Front Passenger, Side Sliding and Duel Rear doors 10. Bed Length NA 11. Tires NA 12. Wheels Standard 13. Air Conditioning Yes 14. Cruise Control Yes 15. Door Locks Power 16. Windows Power 17. Trailer package Trailer Hitch w/trailer plug and OEM brake controller 18. Headroom Front NA 19. Maximum Leg Room front NA 20. Hip Room Front NA 21. Shoulder room Front NA 22. Ground Clearance NA 23. Fuel tank Standard for Make/Model 24. Skid Plate NA 25. Ruoning Boards NA 26. Provision for aftermarket roof mounted Light bar & ladder rack Yes 27. Recovery Hooks NA 28. <t< td=""><td>2. Year</td><td>2021</td></t<>	2. Year	2021	
5. Color, Interior Gray Cloth Seats with Vinyl Floors 6. Engine 3.7L V6 7. Transmission Automatic 8. Drive Rear-Wheel Drive 9. Doors 2 Front Passenger, Side Sliding and Duel Rear doors 10. Bed Length NA 11. Tires NA 12. Wheels Standard 13. Air Conditioning Yes 14. Cruise Control Yes 15. Door Locks Power 16. Windows Power 17. Trailer package Trailer Hitch w/trailer plug and OEM brake controller 18. Headroom Front NA 19. Maximum Leg Room front NA 20. Hip Room Front NA 21. Shoulder room Front NA 22. Ground Clearance NA 23. Fuel tank Standard for Make/Model 24. Skid Plate NA 25. Running Boards NA 26. Provision for aftermarket roof mounted Light bar & ladder rack Yes 27. Recovery Hooks NA 28. License Plate Bracket Yes, Front and rear 29. Bluetooth, or similar hands free device Yes 30.	3. Maximum Seating	2	
5. Color, Interior Gray Cloth Seats with Vinyl Floors 6. Engine 3.7L V6 7. Transmission Automatic 8. Drive Rear-Wheel Drive 9. Doors 2 Front Passenger, Side Sliding and Duel Rear doors 10. Bed Length NA 11. Tires NA 12. Wheels Standard 13. Air Conditioning Yes 14. Cruise Control Yes 15. Door Locks Power 16. Windows Power 17. Trailer package Trailer Hitch w/trailer plug and OEM brake controller 18. Headroom Front NA 19. Maximum Leg Room front NA 20. Hip Room Front NA 21. Shoulder room Front NA 22. Ground Clearance NA 23. Fuel tank Standard for Make/Model 24. Skid Plate NA 25. Running Boards NA 26. Provision for aftermarket roof mounted Light bar & ladder rack Yes 27. Recovery Hooks NA 28. License Plate Bracket Yes, Front and rear 29. Bluetooth, or similar hands free device Yes 30.	4. Color, Exterior	White	
7. Transmission Automatic 8. Drive Rear-Wheel Drive 9. Doors 2 Front Passenger, Side Sliding and Duel Rear doors 10. Bed Length NA 11. Tires NA 12. Wheels Standard 13. Air Conditioning Yes 14. Cruise Control Yes 15. Door Locks Power 16. Windows Power 17. Trailer package Trailer Hitch w/trailer plug and OEM brake controller 18. Headroom Front NA 19. Maximum Leg Room front NA 20. Hip Room Front NA 21. Shoulder room Front NA 22. Ground Clearance NA 23. Fuel tank Standard for Make/Model 24. Skid Plate NA 25. Running Boards NA 26. Provision for aftermarket roof mounted Yes 27. Recovery Hooks NA 28. License Plate Bracket Yes, Front and rea		Gray Cloth Seats with Vinyl Floors	
8. Drive Rear-Wheel Drive 9. Doors 2 Front Passenger, Side Sliding and Duel Rear doors 10. Bed Length NA 11. Tires NA 12. Wheels Standard 13. Air Conditioning Yes 14. Cruise Control Yes 15. Door Locks Power 16. Windows Power 17. Trailer package Trailer Hitch w/trailer plug and OEM brake controller 18. Headroom Front NA 19. Maximum Leg Room front NA 20. Hip Room Front NA 21. Shoulder room Front NA 22. Ground Clearance NA 23. Fuel tank Standard for Make/Model 24. Skid Plate NA 25. Running Boards NA 26. Provision for aftermarket roof mounted Yes Light bar & ladder rack Yes, Front and rear 29. Bluetooth, or similar hands free device Yes 30. Warranty Bu	6. Engine	3.7L V6	
9. Doors 2 Front Passenger, Side Sliding and Duel Rear doors 10. Bed Length NA 11. Tires NA 12. Wheels Standard 13. Air Conditioning Yes 14. Cruise Control Yes 15. Door Locks Power 16. Windows Power 17. Trailer package Trailer Hitch w/trailer plug and OEM brake controller 18. Headroom Front NA 19. Maximum Leg Room front NA 20. Hip Room Front NA 21. Shoulder room Front NA 22. Ground Clearance NA 23. Fuel tank Standard for Make/Model 24. Skid Plate NA 25. Running Boards NA 26. Provision for aftermarket roof mounted Light bar & ladder rack Yes 27. Recovery Hooks NA 28. License Plate Bracket Yes, Front and rear 29. Bluetooth, or similar hands free device Yes 30. Warranty Bumper to bumper 3yr/36K Miles, Powertrain 5yr/60K Miles 31. Roadside Safety Kit Yes 33. Additional Specifications Vehicle Length- min. 235 Inches, Vehicle Height- min. 100 Inches, 60000lbs Capacit	7. Transmission	Automatic	
doors10. Bed LengthNA11. TiresNA12. WheelsStandard13. Air ConditioningYes14. Cruise ControlYes15. Door LocksPower16. WindowsPower17. Trailer packageTrailer Hitch w/trailer plug and OEM brake controller18. Headroom FrontNA19. Maximum Leg Room frontNA20. Hip Room FrontNA21. Shoulder room FrontNA22. Ground ClearanceNA23. Fuel tankStandard for Make/Model24. Skid PlateNA25. Running BoardsNA26. Provision for aftermarket roof mounted Light bar & ladder rackYes27. Recovery HooksNA28. License Plate BracketYes, Front and rear29. Bluetooth, or similar hands free deviceYes31. Roadside Safety KitYes33. Additional SpecificationsVehicle Length- min. 235 Inches, Vehicle Length- min. 100 Inches, 6000lbs Capacity, 9500 GVWR Roof mounted fully populated LED light bar with arrow stick, take downs & alley lights. Two	8. Drive	Rear-Wheel Drive	
10. Bed Length NA 11. Tires NA 12. Wheels Standard 13. Air Conditioning Yes 14. Cruise Control Yes 15. Door Locks Power 16. Windows Power 17. Trailer package Trailer Hitch w/trailer plug and OEM brake controller 18. Headroom Front NA 19. Maximum Leg Room front NA 20. Hip Room Front NA 21. Shoulder room Front NA 22. Ground Clearance NA 23. Fuel tank Standard for Make/Model 24. Skid Plate NA 25. Running Boards NA 26. Provision for aftermarket roof mounted Light bar & ladder rack Yes 27. Recovery Hooks NA 28. License Plate Bracket Yes, Front and rear 29. Bluetooth, or similar hands free device Yes 30. Warranty Bumper to bumper 3yr/36K Miles, Powertrain 5yr/60K Miles 31. Roadside Safety Kit Yes 33. Additional Specifications Vehicle Length- min. 235 Inches, Vehicle Height- min. 100 Inches, 60000lbs Capacity, 9500 GVWR Roof mounted fully populated LED light bar with arrow stick, ta	9. Doors	2 Front Passenger, Side Sliding and Duel Rear	
11. Tires NA 12. Wheels Standard 13. Air Conditioning Yes 14. Cruise Control Yes 14. Cruise Control Yes 15. Door Locks Power 16. Windows Power 17. Trailer package Trailer Hitch w/trailer plug and OEM brake controller 18. Headroom Front NA 19. Maximum Leg Room front NA 20. Hip Room Front NA 21. Shoulder room Front NA 22. Ground Clearance NA 23. Fuel tank Standard for Make/Model 24. Skid Plate NA 25. Running Boards NA 26. Provision for aftermarket roof mounted Light bar & ladder rack Yes 27. Recovery Hooks NA 28. License Plate Bracket Yes, Front and rear 29. Bluetooth, or similar hands free device Yes 31. Roadside Safety Kit Yes 32. Trailer Hitch Yes 33. Additional Specifications Vehicle Length- min. 235 Inches, Vehicle Height- min. 100 Inches, 6000lbs Capacity, 9500 GVWR Roof mounted fully populated LED light bar with arrow stick, take downs & alley lights. Two			
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13. Air Conditioning Yes 14. Cruise Control Yes 15. Door Locks Power 16. Windows Power 17. Trailer package Trailer Hitch w/trailer plug and OEM brake controller 18. Headroom Front NA 19. Maximum Leg Room front NA 20. Hip Room Front NA 21. Shoulder room Front NA 22. Ground Clearance NA 23. Fuel tank Standard for Make/Model 24. Skid Plate NA 25. Running Boards NA 26. Provision for aftermarket roof mounted Light bar & ladder rack Yes 27. Recovery Hooks NA 28. License Plate Bracket Yes, Front and rear 29. Bluetooth, or similar hands free device Yes 30. Warranty Bumper to bumper 3yr/36K Miles, Powertrain 5yr/60K Miles 31. Roadside Safety Kit Yes 33. Additional Specifications Vehicle Length- min. 235 Inches, Vehicle Height- min. 100 Inches, 6000lbs Capacity, 9500 GVWR Roof mounted fully populated LED light bar with arrow stick, take downs & alley lights. Two			
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16. Windows Power 17. Trailer package Trailer Hitch w/trailer plug and OEM brake controller 18. Headroom Front NA 19. Maximum Leg Room front NA 20. Hip Room Front NA 21. Shoulder room Front NA 22. Ground Clearance NA 23. Fuel tank Standard for Make/Model 24. Skid Plate NA 25. Running Boards NA 26. Provision for aftermarket roof mounted Light bar & ladder rack Yes 27. Recovery Hooks NA 28. License Plate Bracket Yes, Front and rear 29. Bluetooth, or similar hands free device Yes 30. Warranty Bumper to bumper 3yr/36K Miles, Powertrain 5yr/60K Miles 31. Roadside Safety Kit Yes 32. Trailer Hitch Yes 33. Additional Specifications Vehicle Length- min. 235 Inches, Vehicle Height- min. 100 Inches, 6000lbs Capacity, 9500 GVWR Roof mounted fully populated LED light bar with arrow stick, take downs & alley lights. Two			
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19. Maximum Leg Room frontNA20. Hip Room FrontNA21. Shoulder room FrontNA22. Ground ClearanceNA23. Fuel tankStandard for Make/Model24. Skid PlateNA25. Running BoardsNA26. Provision for aftermarket roof mounted Light bar & ladder rackYes27. Recovery HooksNA28. License Plate BracketYes, Front and rear29. Bluetooth, or similar hands free deviceYes30. WarrantyBumper to bumper 3yr/36K Miles, Powertrain 5yr/60K Miles31. Roadside Safety KitYes33. Additional SpecificationsVehicle Length- min. 235 Inches, Vehicle Height- min. 100 Inches, 6000lbs Capacity, 9500 GVWR Roof mounted fully populated LED light bar with arrow stick, take downs & alley lights. Two	17. Trailer package	1 0	
19. Maximum Leg Room frontNA20. Hip Room FrontNA21. Shoulder room FrontNA22. Ground ClearanceNA23. Fuel tankStandard for Make/Model24. Skid PlateNA25. Running BoardsNA26. Provision for aftermarket roof mounted Light bar & ladder rackYes27. Recovery HooksNA28. License Plate BracketYes, Front and rear29. Bluetooth, or similar hands free deviceYes30. WarrantyBumper to bumper 3yr/36K Miles, Powertrain 5yr/60K Miles31. Roadside Safety KitYes33. Additional SpecificationsVehicle Length- min. 235 Inches, Vehicle Height- min. 100 Inches, 6000lbs Capacity, 9500 GVWR Roof mounted fully populated LED light bar with arrow stick, take downs & alley lights. Two	18. Headroom Front	NA	
20. Hip Room FrontNA21. Shoulder room FrontNA22. Ground ClearanceNA23. Fuel tankStandard for Make/Model24. Skid PlateNA25. Running BoardsNA26. Provision for aftermarket roof mounted Light bar & ladder rackYes27. Recovery HooksNA28. License Plate BracketYes, Front and rear29. Bluetooth, or similar hands free deviceYes30. WarrantyBumper to bumper 3yr/36K Miles, Powertrain 5yr/60K Miles31. Roadside Safety KitYes32. Trailer HitchYes33. Additional SpecificationsVehicle Length- min. 235 Inches, Vehicle Height- min. 100 Inches, 6000lbs Capacity, 9500 GVWR Roof mounted fully populated LED light bar with arrow stick, take downs & alley lights. Two		NA	
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23. Fuel tankStandard for Make/Model24. Skid PlateNA25. Running BoardsNA26. Provision for aftermarket roof mounted Light bar & ladder rackYes27. Recovery HooksNA28. License Plate BracketYes, Front and rear29. Bluetooth, or similar hands free deviceYes30. WarrantyBumper to bumper 3yr/36K Miles, Powertrain 5yr/60K Miles31. Roadside Safety KitYes32. Trailer HitchYes33. Additional SpecificationsVehicle Length- min. 235 Inches, Vehicle Height- min. 100 Inches, 6000lbs Capacity, 9500 GVWR Roof mounted fully populated LED light bar with arrow stick, take downs & alley lights. Two	1	NA	
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25. Running Boards NA 26. Provision for aftermarket roof mounted Yes Light bar & ladder rack Yes 27. Recovery Hooks NA 28. License Plate Bracket Yes, Front and rear 29. Bluetooth, or similar hands free device Yes 30. Warranty Bumper to bumper 3yr/36K Miles, Powertrain 5yr/60K Miles 31. Roadside Safety Kit Yes 32. Trailer Hitch Yes 33. Additional Specifications Vehicle Length- min. 235 Inches, 6000lbs Capacity, 9500 GVWR Roof mounted fully populated LED light bar with arrow stick, take downs & alley lights. Two	23. Fuel tank	Standard for Make/Model	
26. Provision for aftermarket roof mounted Light bar & ladder rack Yes 27. Recovery Hooks NA 28. License Plate Bracket Yes, Front and rear 29. Bluetooth, or similar hands free device Yes 30. Warranty Bumper to bumper 3yr/36K Miles, Powertrain 5yr/60K Miles 31. Roadside Safety Kit Yes 32. Trailer Hitch Yes 33. Additional Specifications Vehicle Length- min. 235 Inches, Vehicle Height- min. 100 Inches, 6000lbs Capacity, 9500 GVWR Roof mounted fully populated LED light bar with arrow stick, take downs & alley lights. Two	24. Skid Plate	NA	
26. Provision for aftermarket roof mounted Light bar & ladder rack Yes 27. Recovery Hooks NA 28. License Plate Bracket Yes, Front and rear 29. Bluetooth, or similar hands free device Yes 30. Warranty Bumper to bumper 3yr/36K Miles, Powertrain 5yr/60K Miles 31. Roadside Safety Kit Yes 32. Trailer Hitch Yes 33. Additional Specifications Vehicle Length- min. 235 Inches, Vehicle Height- min. 100 Inches, 6000lbs Capacity, 9500 GVWR Roof mounted fully populated LED light bar with arrow stick, take downs & alley lights. Two	25. Running Boards	NA	
27. Recovery HooksNA28. License Plate BracketYes, Front and rear29. Bluetooth, or similar hands free deviceYes30. WarrantyBumper to bumper 3yr/36K Miles, Powertrain 5yr/60K Miles31. Roadside Safety KitYes32. Trailer HitchYes33. Additional SpecificationsVehicle Length- min. 235 Inches, Vehicle Height- min. 100 Inches, 6000lbs Capacity, 9500 GVWR Roof mounted fully populated LED light bar with arrow stick, take downs & alley lights. Two	26. Provision for aftermarket roof mounted	Yes	
28. License Plate BracketYes, Front and rear29. Bluetooth, or similar hands free deviceYes30. WarrantyBumper to bumper 3yr/36K Miles, Powertrain 5yr/60K Miles31. Roadside Safety KitYes32. Trailer HitchYes33. Additional SpecificationsVehicle Length- min. 235 Inches, Vehicle Height- min. 100 Inches, 6000lbs Capacity, 9500 GVWR Roof mounted fully populated LED light bar with arrow stick, take downs & alley lights. Two		NA	
29. Bluetooth, or similar hands free deviceYes30. WarrantyBumper to bumper 3yr/36K Miles, Powertrain 5yr/60K Miles31. Roadside Safety KitYes32. Trailer HitchYes33. Additional SpecificationsVehicle Length- min. 235 Inches, Vehicle Height- min. 100 Inches, 6000lbs Capacity, 9500 GVWR Roof mounted fully populated LED light bar with arrow stick, take downs & alley lights. Two			
30. Warranty Bumper to bumper 3yr/36K Miles, Powertrain 5yr/60K Miles 31. Roadside Safety Kit Yes 32. Trailer Hitch Yes 33. Additional Specifications Vehicle Length- min. 235 Inches, Vehicle Height- min. 100 Inches, 6000lbs Capacity, 9500 GVWR Roof mounted fully populated LED light bar with arrow stick, take downs & alley lights. Two		,	
Powertrain 5yr/60K Miles31. Roadside Safety KitYes32. Trailer HitchYes33. Additional SpecificationsVehicle Length- min. 235 Inches, Vehicle Height- min. 100 Inches, 6000lbs Capacity, 9500 GVWR Roof mounted fully populated LED light bar with arrow stick, take downs & alley lights. Two			
31. Roadside Safety Kit Yes 32. Trailer Hitch Yes 33. Additional Specifications Vehicle Length- min. 235 Inches, Vehicle Height- min. 100 Inches, 6000lbs Capacity, 9500 GVWR Roof mounted fully populated LED light bar with arrow stick, take downs & alley lights. Two			
32. Trailer Hitch Yes 33. Additional Specifications Vehicle Length- min. 235 Inches, Vehicle Height- min. 100 Inches, 6000lbs Capacity, 9500 GVWR Roof mounted fully populated LED light bar with arrow stick, take downs & alley lights. Two	31. Roadside Safety Kit		
33. Additional SpecificationsVehicle Length- min. 235 Inches, Vehicle Height- min. 100 Inches, 6000lbs Capacity, 9500 GVWR Roof mounted fully populated LED light bar with arrow stick, take downs & alley lights. Two			
Vehicle Height- min. 100 Inches, 6000lbs Capacity, 9500 GVWR Roof mounted fully populated LED light bar with arrow stick, take downs & alley lights. Two			
6000lbs Capacity, 9500 GVWR Roof mounted fully populated LED light bar with arrow stick, take downs & alley lights. Two	L L	÷	
Roof mounted fully populated LED light bar with arrow stick, take downs & alley lights. Two			
arrow stick, take downs & alley lights. Two			
amber lights mounted on front and rear of vehicle.		arrow stick, take downs & alley lights. Two	
Rear Windows,		amber lights mounted on front and rear of vehicle.	
Backup camera and rear sensor alarm,			
Raised roof			

Vehicle Specifications (E) – Large ³/₄ Ton Van

Vehicle Specifications (F) – Large 1 Ton SRW Van		
1. Fuel Type	Diesel	
2. Year	2021	
3. Maximum Seating	2	
4. Color, Exterior	White	
5. Color, Interior	Gray Cloth Seats	
6. Engine	Minimum 3.2L	
7. Transmission	Automatic	
8. Drive	Rear-Wheel Drive	
9. Doors	2 Front Passenger, Side Sliding and Dual Rear	
10. Wheel base	148 in.	
11. Tires	NA	
12. Wheels	Standard	
13. Air Conditioning	Yes	
14. Cruise Control	Yes	
15. Door Locks	Power	
16. Windows	Power	
17. Trailer package	Trailer Hitch w/ trailer plug and OEM brake	
	controller	
18. Headroom Front	NA	
19. Maximum Leg Room front	NA	
20. Hip Room Front	NA	
21. Shoulder room Front	NA	
22. Ground Clearance	NA	
23. Fuel tank	Standard for Make/Model	
24. Skid Plate	NA	
25. Running Boards	NA	
26. Provision for aftermarket roof mounted	Yes	
Light bar & ladder rack	105	
27. Recovery Hooks	NA	
28. License Plate Bracket	Yes, Front and rear	
29. Bluetooth, or similar hands-free device	Yes	
30. Warranty	Bumper to bumper 3yr/36K Miles,	
50. Wallanty	Powertrain 5yr/60K Miles	
31. Roadside Safety Kit	Yes	
32. Van Storage Bins	Model 600-8214L or approved equivalent	
33. Additional Specifications	Vehicle Length- min. 235 Inches,	
55. Additional Specifications	Vehicle Height- min. 100 Inches,	
	6000lbs Capacity, 9250 GVWR	
	Roof mounted fully populated LED light bar with	
	arrow stick, take downs & alley lights. Two	
	amber lights mounted on front and rear of vehicle.	
	Rear Windows.	
	Backup camera and rear sensor alarm,	
	Raised Roof	
	1111000 11001	

Vehicle Specifications (F) – Large 1 Ton SRW Van

	e crew cab 150/1500 Series Fickup Truck- 4 WD
1. Wheelbase	143 inches or greater
2. Fuel Type	Gasoline - 87 octane
3. Year	2021
4. Maximum Seating	5 or 6
5. Color, Exterior	White
6. Color, Interior	Gray Cloth Seats with Vinyl Floors
7. Engine	3.3 L V6 FFV Engine
8. Transmission	Automatic
9. Drive	4- Wheel Drive
10. Limited Slip Rear	Yes
11. Doors	4
12. Bed Length	5-1/2 Feet
13. Tires	17 inch
14. Wheels	Factory Standard
15. Air Conditioning	Yes
16. Cruise Control	Yes
17. Door Locks	Powered
18. Windows	Powered
19. Trailer package	Trailer Hitch w/ trailer plug and OEM brake
19. Huner package	controller
20. Headroom Front	40.0 inches, or greater
21. Maximum Leg Room front	43.0 inches, or greater
22. Hip Room Front	62.0 inches, or greater
23. Shoulder room Front	66.0 inches, or greater
24. Ground Clearance	9.0 inches- minimum
25. Fuel tank	22 to 26 gallons
26. Skid Plate	Yes
27. Running Boards	Yes
28. Provision for aftermarket roof	Yes
mounted Light bar	
29. Recovery Hooks	Yes
30. License Plate Bracket	Front and Rear
31. Bluetooth, or similar hands free device	Yes
32. Warranty	Bumper to bumper 3yr/36K Mile
<i>2 () urunty</i>	Powertrain 5yr/60K Miles
33. Roadside Safety Kit	Yes
34. Emergency Lighting	Roof mounted fully populated LED light bar with
	arrow stick, take downs & alley lights. Two amber lights mounted on front and rear of vehicle.
35. Optional	1. Spray in bed liner- Black

Vehicle Specification (G-1) - 4 Door, Full Size Crew Cab 150/1500 Series Pickup Truck- 4 WD

Venicle Specification (G-2) - 4 Door, Double of	Super Cab 150/1500 Series Tickup Truck- 4 WD
1. Wheelbase	143 inches or greater
2. Fuel Type	Gasoline - 87 octane
3. Year	2021
4. Maximum Seating	5 or 6
5. Color, Exterior	White
6. Color, Interior	Gray Cloth Seat with Vinyl Floors
7. Engine	3.3 L V6 FFV Engine
8. Transmission	Automatic
9. Drive	4- Wheel Drive
10. Limited Slip Rear	Yes
11. Doors	4
12. Bed Length	6 Feet
13. Tires	17 inch
14. Wheels	Factory Standard
15. Air Conditioning	Yes
16. Cruise Control	Yes
17. Door Locks	Powered
18. Windows	Powered
19. Trailer package	Trailer Hitch w/ trailer plug and OEM brake
1 0	controller
20. Headroom Front	40.0 inches, or greater
21. Maximum Leg Room front	43.0 inches, or greater
22. Hip Room Front	62.0 inches, or greater
23. Shoulder room Front	66.0 inches, or greater
24. Ground Clearance	9.0 inches- minimum
25. Fuel tank	22 to 26 gallons
26. Skid Plate	Yes
27. Running Boards	Yes
28. Provision for aftermarket roof	Yes
mounted Light bar	
29. Recovery Hooks	Yes
30. License Plate Bracket	Front and Rear
31. Bluetooth, or similar hands free device	Yes
32. Warranty	Bumper to bumper 3yr/36K Mile Powertrain 5yr/60K Miles
33. Roadside Safety Kit	Yes
34.Emergency Lighting	Roof mounted fully populated LED light bar with
	arrow stick, take downs & alley lights. Two
	amber lights mounted on front and rear of vehicle.
35.Optional	1. Spray in bed liner- Black
	2. V-8 Engine in place of V-6
	3. 8' bed in place of 6' bed

Vehicle Specification (G-2) - 4 Door, Double or Super Cab 150/1500 Series Pickup Truck- 4 WD

Vehicle Specification (H) – 250/2500 Series Pie	скир тгиск
1. Fuel Type	87 Octane or Diesel
2. Year	2021
3. Maximum Seating	5 or 6
4. Color, Exterior	White
5. Color, Interior	Gray Cloth Seats with Vinyl Floors
6. Engine	6.0 L to 6.2 L - V8
7. Transmission	Automatic
8. Drive	4-Wheel Drive
9. Limited Slip Rear	Yes
10. Doors	See #34
11. Bed Length	See #34
12. Tires	Standard for Model
13. Wheels	Standard for Model
14. Air Conditioning	Yes
15. Cruise Control	Yes
16. Door Locks	Power
17. Windows	Power
18. Trailer package	Trailer Hitch w/ trailer plug and OEM brake
	controller
19. Snow Plow Prep	Yes
20. Headroom Front	NA
21. Maximum Leg Room front	NA
22. Hip Room Front	NA
23. Shoulder room Front	NA
24. Ground Clearance	NA
25. Fuel tank	Standard for Make/Model
26. Skid Plate	Yes
27. Running Boards	Yes
28. Provision for aftermarket roof	Yes
mounted Light bar	
29. Recovery Hooks	Yes
30. License Plate Bracket	Yes, Front and rear
31. Bluetooth, or similar hands free device	Yes
32. Warranty	Minimum bumper to bumper 3yr/36K Miles, Minimum Powertrain 5yr/60K Miles
33. Roadside Safety Kit	Yes
34. Additional	Individual Specifications to be quoted: 1. H1. Double Cab with 6 and ½ Foot Bed 2. H2 Crew Cab with 6 and ½ Foot Bed 3. H3 Double Cab with 8 Foot Bed 4. H4 Crew Cab with 8 Foot Bed 5. H5 Crew Cab with 6 and ¾ Foot Bed

Vehicle Specification (H) – 250/2500 Series Pickup Truck

	 6. Each listed above with deletion of the truck bed and addition of Knapheide Service Body 696 Series or similar make and dimension service body, with: Four sets of keys to body. a. Flip Top Compartments b. Steel ball hitch recess bumper c. Master Locking Bar d. LED Stop/Tail/Turn and Backup Lights e. LED Compartment Lights 7. HEAVY-SERVICE PACKAGE FOR PICKUP BOX DELETE includes: Heavy-service front springs (200 lbs. Upgrade above the spring computer selected as a consequence of options chosen. Not to be Included however if maximum springs have been computer selected as standard equipment). Rear stabilizer bar Rear auxiliary springs 8. Additionally, replacement of spare tire, if deleted with pickup box delete. 9. Spray in bed liner- Black (cargo area, inner tailgate, apron, and bumper 10.0EM Back up camera 11. Roof mounted fully populated LED light bar with arrow stick, take downs & alley lights. Two amber lights mounted on front and rear of vehicle.
35. Optional	 Snow Plow: Western Plow Wide-Out XL Version or approved equal Telescopic Roof: KUVcc Product Line or approved equal Slide Out Tray: 100% Extendable with Marine Grade or Salt Treated ³/₄ inch Plywood Top with Minimal 750 lb. Weight Rating Note: specification to broken down and be specified individually as: H1 H2 H3 H4 H5

Fuel Type
 Year

6. Engine7. Transmission

8. Drive

Doors
 Bed Length
 Tires
 Wheels

Maximum Seating
 Color, Exterior
 Color, Interior

9. Limited Slip Rear

14. Air Conditioning

15. Cruise Control

Ser	ries Pickup Truck
	87 Octane or Diesel
	2021
	5 or 6
	White
	Gray Cloth Seats with Vinyl Floors
	6.0 L to 6.2 L
	Automatic
	4-Wheel Drive
	Yes
	See #35
	See #35
	Standard for Model
	Standard for Model

Yes

Yes

Vehicle Specification (I1 & I2) – 350/3500 Series Pickup Truck

15. Cruise Control	105	
16. Door Locks	Power	
17. Windows	Power	
18. Trailer package	Trailer Hitch w/ trailer plug and brake controller	
19. Snow Plow Prep	Yes	
20. Headroom Front	NA	
21. Maximum Leg Room front	NA	
22. Hip Room Front	NA	
23. Shoulder room Front	NA	
24. Ground Clearance	NA	
25. Fuel tank	Standard for Make/Model	
26. Skid Plate	Yes	
27. Running Boards	Yes	
28. Provision for aftermarket roof mounted	Yes	
Light bar		
29. Recovery Hooks	Yes	
30. License Plate Bracket	Yes, Front and rear	
31. Bluetooth, or similar hands free device	Yes	
32. Warranty	Minimum bumper to bumper 3yr/36K Miles,	
	Minimum Powertrain 5yr/60K Miles	
33. Roadside Safety Kit	Yes	
34. Additional	Specifications to be quoted:	
	A. Dual Rear Wheel Double Cab or Super Cab	
	4x4 with standard 8 foot bed.	
	1. HEAVY-SERVICE PACKAGE	
	• Heavy-service front springs (200 lbs. Upgrade	
	above the spring computer selected as a	
	consequence of options chosen. Not to be	
	Included however if maximum springs have been	

	computer selected as standard equipment).
	• Rear stabilizer bar
	• Rear auxiliary springs
	2.OEM Backup camera
35. Optional	Delete Bed and Add Service Body Includes: Dual
	Wheel Crew Cab w/ 8 foot Knapheide Service
	Body 600 Series or similar make service body,
	with: Four sets of keys.
	1. Steel ball hitch recess bumper
	2 Master Locking Bar
	3. LED Stop/Tail/Turn and Backup Lights
	4. LED Compartment Lights
	5. HEAVY-SERVICE PACKAGE FOR PICKUP
	BOX DELETE includes:
	• Heavy-service front springs (200 lbs. Upgrade
	above the spring computer selected as a
	consequence of options chosen. Not to be
	Included however if maximum springs have been
	computer selected as standard equipment).
	• Rear stabilizer bar
	• Rear auxiliary springs
	6. Additionally, replacement of spare tire, if
	deleted with pickup box delete.
	7. Crane Reinforcement Kit to handle up to 4,000
	Ft. Lbs. added on the rear curbside corner of the
	body.
	8. Curbside rear suspension should have an
	additional auxiliary spring added to support the
	crane and keep the truck level.
	9. Addition and installation of Venturo 3500
	Crane. Model ET12KX. Including Outrigger and
	Boom Rest
	10. Heavy duty alternator and second vehicle
	battery is required to keep the voltage as high as
	possible and shall be installed in parallel with the
	vehicle's battery.
	Second battery shall be a Group 31 "DEEP
	CYCLE" battery, or similar.
	11. Spray in bed liner- Black
	12. Backup camera
	13. Roof mounted fully populated LED light bar
	with arrow stick, take downs & alley lights. Two
	amber lights mounted on front and rear of vehicle.
	14. Snow Plow: Western Plow Wide-Out XL
	Version or approved equal
	version of approved equal

I-3 (EMS) SRW 350/3500 Series Pickup Truck Min. GVWR 11,350 pounds

1. Fuel Type	87 Octane		
2. Year	2021		
3. Maximum Seating	5 or 6		
4. Color, Exterior	Summit White		
5. Color, Interior	Jet Black Cloth Seats with Vinyl Floors		
6. Engine	6.6 L V*		
7. Transmission	Automatic 6 speed		
8. Drive	4-Wheel Drive		
9. Limited Slip Rear	Yes with 3:73 ratio		
10. Doors	Four (4)		
11. Bed Length	6.85'		
12. Tires	All Terrain Mud & Snow E rated		
13. Wheels	Black 18"		
14. Air Conditioning	Yes		
15. Cruise Control	Yes		
16. Door Locks	Power		
17. Windows	Power		
18. Trailer package	Trailer Hitch w/ trailer plug and OEM integrated		
	brake controller		
19. Snow Plow Prep	Yes		
20. Mirrors	Outside heated, power adjustable vertical		
	trailering, manual fold and black exterior		
21. Glass	Deep tinted		
22. Seats	40/20/20 split		
23. Alternator	Minimum of 220 amps		
24. Cab clearance lighting	Yes		
25. Fuel tank	36 gallon minimum		
26. Skid Plate	Yes		
27. Running Boards	6" black rectangular		
28. Cargo Tie downs	Minimum of 12		
29. Recovery Hooks	Yes		
30. License Plate Bracket	Front and rear		
31. Bluetooth, or similar hands-free device	Yes		
32. Warranty	Minimum bumper to bumper 3yr/36K Miles, Minimum Powertrain 5yr/60K Miles		
33. Roadside Safety Kit	Yes		
55. Roadside Safety Kit	Its		

specification J (ENIS) Suburban			
1. Fuel Type	87 Octane		
2. Year	2021		
3. Maximum Seating	5 or 6		
4. Color, Exterior	Summit White solid		
5. Color, Interior	Jet Black with Vinyl Floors		
6. Engine	5.3L Ecotec V 8 with high capacity air cleaner		
7. Transmission	Automatic 10 speed with engine cooler		
8. Drive	4-Wheel drive with auto locking hubs		
9. Limited Slip Rear	3:23 ratio		
10. Doors	Four (4) with additional rear liftgate		
11. Axles	Heavy duty with auto leveling feature		
12. Tires	All season 2656/65R18 SL		
13. Wheels	Silver or aluminum 18" x 8.5"		
14. Air Conditioning	Front and rear with separate controls		
15. Cruise Control	Yes		
16. Door Locks	Power		
17. Windows	Pow		
18. Trailer package	Trailer hitch w/ 7 prong trailer plug and OEM		
	integrated brake controller		
19. Wipers	2 speed intermittent with rain sense feature		
20. Mirrors	power adjustable, manual fold, largest available		
21. Glass	Deep tinted expect for windshield/front driver &		
	passenger		
22. Seats	Front- bucket/cloth with console deleted		
	Rear- Vinyl 60/40 split		
23. Alternator	Minimum of 200 amps with dual batteries		
24. Cab clearance lighting	no		
25. Fuel tank	28 gallon minimum		
26. Skid Plate	Yes, if available		
27. Running Boards	Full length with min. 300 lb. capacity		
28. Safety features	Auto emergency braking, fwd. collision alert, lane		
	assist & following distance indicator. Content		
	theft alarm- provision to disable		
29. Recovery Hooks	Front frame mounted		
30. License Plate Bracket	Front and rear		
31. Bluetooth, or similar hands-free device	Yes		
32. Warranty	Minimum bumper to bumper 3yr/36K Miles,		
	Minimum Powertrain 5yr/60K Miles		
33. Roadside Safety Kit	Yes		

Specification J (EMS) Suburban

REQUIRED SUBURBAN EQUIPMENT:

The following items shall be supplied on all vehicles as required equipment, unless otherwise specified, and will not be included in the specifications for each individual vehicle.

- Lug wrench
- Interior light(s)
- Fresh air hot water heater and windshield defrosters.
- Dual windshield washers including antifreeze type solvent.
- Inside rear view mirror day/night type.
- Dual sun visors and dual arm rests.
- Seat belts for driver, each passenger and <u>seat belt extenders for each position</u>
- Replaceable element oil filter.
- Rustproofing material, which conforms to MIL SPEC MIL-C, 0083933A shall be applied in a continuous and uniform coating to all metal panels and splash pans underneath the vehicle for protection against rust and corrosion. The rustproofing shall also be applied inside the rocker panels, door posts, and door panels, headlight wells, parking light wells, tail light wells, backup light wells, dog legs, quarter panels, all body panels and all enclosed areas except engine compartment. The rustproofing shall be factory or locally applied in compliance with Federal Standard 297A. Warranty coupon for five (5) years, at no cost to the State shall be furnished with each vehicle.
- Not applicable if the vehicle furnished is factory warranted against corrosion for not less than 5 years at no cost to Sussex County. Warranty indicating compliance is required with each vehicle.
- Cigarette lighter (or Power Point receptacle is acceptable).
- Back up lights
- Keys Three (3) sets of operable keys minimum, plus three (3) keyless remote door operators.
- Air bags Dual driver's side and passenger front seat required, if available side curtain.
- Vehicle must meet or exceed the State of Delaware Motor Vehicle Code, Federal Motor Vehicle Safety Standards and all Applicable State, Federal and Industry Standards
- Spare tire Mounted manufacturers standard spare, winch mounted.
- Headlamps, dual halogen composite with automatic exterior lamp control
- Liftgate with lift glass
- Steering wheel, vinyl
- Steering wheel controls-mounted cruise control
- Instrumentation, analog with speedometer, odometer with trip, fuel level, voltmeter, engine temp, oil pressure, transmission temperature and tachometer
- Windows, powered with express down feature
- Door locks, power programmable with lockout protection
- Air condition, tri zone HVAC controls with individual climate settings for driver & right front passenger & separate rear controls
- Rear air condition, rear auxiliary
- Heater, rear auxiliary with rear passenger heating ducts
- Power outlets, 3 auxiliary, 12 volt, 2 in passenger area, one in rear
- Headliner cloth
- Assist handles, front passenger and second row outboard

- Suspension package, premium smooth ride
- Stability control system with traction control includes electronic trailer sway control and hill start assist
- Daytime running lights with automatic exterior lamp control
- Air bags, dual with passenger sensing system, head curtain airbags first and second row outboard
- Tire pressure monitoring system with sensors on each tire displayed in driver's information ctr.

• WARRANTY:

- •
- All warranties begin when the Purchaser accepts delivery from the contractor FOB point of origin/destination.
- •
- All warranties shall be in writing and included in the bid. Bidders who fail to meet this requirement shall not be considered as responsive.
- ♦
- All warranties will be transferable to second purchaser should the Department desire to sell this vehicle at a later date.
- •
- Each bidder shall submit as part of their bid proposal, copies of the vehicle manufacturer's written warranty.
- •
- ◆ A 36,000/3-year manufacturers bumper to bumper and 100,000 miles/5-year power train warranty shall be included on Suburban.

End of SURBURBAN SPEC

Specification K

2021 EMS Response Vehicle Cabinetry Conversion Up-fit built on a 1/2-ton 2021 Chevy Suburban

General Provisions:

- The awarded vendor will pick the vehicle up at the, Emergency Medical Services Logistics Office located at # 8 Mulberry Street Georgetown, DE 19947
- 2. A 5-year written warranty for non-wearing parts on the installed cabinetry, flip up window doors, electric HVAC and anti-idle shall be provided.
- 3. Conversion must meet or exceed any applicable State of Delaware Motor Vehicle Code, Federal Motor Vehicle Safety Standards and all Applicable State, Federal and Industry Standards
- 4. Vehicles shall be completed and delivered within sixty (60) days from time of receipt of the vehicle by the vendor. A \$ 100.00 per day penalty past the 60 days may be accessed.
- 5. A pre-scheduled inspection will be permitted during construction. Final inspections will be permitted at the vendor's location prior to delivery.
- 6. All graphics, striping, and lettering will be performed by Sussex County EMS.
- 7. Weight documents from a certified scale documenting actual load on front and rear axles and overall weight shall be provided at time of delivery.
- 8. All electrical system up-fits unless specified in this specification shall be provided/completed by Delaware Division of Communications.
- 9. Awarded vendor shall have/maintain a 24-hour access facility within 30 miles of Sussex County, DE.

Custom Cabinetry Specifications:

1. Prior to construction, the awarded Bidder shall provide three drawings of the installation for the EMS Department to review and approve. The drawings shall show such cabinets locations and dimensions. The drawing shall be a visual interpretation of the unit as it is to be constructed. The buying authority shall sign all drawings. One print shall be retained by the EMS Department, the Dealer shall retain one print, and one print shall be returned used as the working copy during manufacturing.

- 2. Cabinetry will be constructed per the customer's specifications based on 2020 model year using the 2019 in service Suburban as a template. The pictures provided do not reflect accurate measurements and proportions and they are not drawn to scale. It is the responsibility of the vendor to provide an accurate plan drawn to scale to insure the plan fits the vehicle prior to constructions. Vehicle specifications are provided in this packet. Bidder is encouraged to schedule an on-site visit to view a current in service vehicle.
- 3. Cabinetry is to be constructed in such a manner as to be re-mountable in a new vehicle. Each section is a specific module allowing easy removal and re-installation in a new vehicle. Each module will be joined to each other with core 20 stainless steel hardware. Cabinetry will be attached to the vehicle using hardened bolts and existing bolt locations on the vehicle, i.e. seat mounting bolts after removal of seat, tie-down points.
- 4. Cabinetry sides shall be constructed of 3/4" high density polyethylene. Top surfaces shall be Rhino[™] or equivalent coated to provide an anti-slip surface. Bottom and side surfaces can be smooth, and the color will be determined by the EMS Department. Brushed aluminum with recessed screws only on exposed ends. Construction grade adhesive suitable for the purpose will be used on all joints where applicable. In addition, all joints will be secured with non-corroding stainless steel type screws suitable for the purpose every four to six inches. Screw heads will be recessed and filled so that they are not visible. All hardware will be heavy duty, and of a non-corroding type material suitable for the purpose. The area in the Suburban where the jack is located on the driver's side shall be modified to allow for maximum space for EMS equipment with cut edges rounded to prevent employee injury. The plastic OEM molding when removed leaving exposed body side shall be painted black. All hardware must be stainless steel.

Roll Out Slide Tray:

5. Customer supplies slide out tray frame, a 100% full extension ("Slidemaster" brand) slide rollers and tray must be able to hold six hundred (600 lbs.) pounds. The rollout shelf ("Slidemaster" brand) will have a center pull handle installed. The awarded Bidder shall install a single, 3/4" high density polyethylene tray with Rhino[™] or equivalent coated to provide an anti-slip surface with two (2) removable/adjustable metal vertical dividers with slots fabricated/cut to hold two (2) Stat Pack Perfusion brand backs vertical. The rear of the tray and the OEM tailgate plastic cover shall be cut and then covered with a thin sheet of stainless steel to provide a finished look while maintaining use. If not installed by Slidemaster a secondary pull handle shall be installed to allow for assisting the movement of the tray, location TBD by SCEMS.

- 6. A 3" lip will be provided at the front bottom tray to prevent equipment from sliding back when opened.
- 7. Front edge of shelf shall be constructed of 3/4" high density polyethylene.

Top Shelf:

1. A coated expanded metal or approved product top shelf will be mounted over the roll out slide tray. Aluminum shelf supports will be suitable for the purpose and must secure the shelf from movement during operation. The shelf must be able to hold two-hundred and fifty pounds(250lbs) without precluding the movement of the Stat Pak bags. The shelf will be secured in a way that prevents sagging in the middle. Edge of the shelf shall be brushed aluminum and be installed with 1/4" lip Height of shall be determined by the EMS Department. surfaces shall be Rhino[™] or equivalent coated to provide an anti-slip surface.

Front Bulk Head:

1. The front bulk head made of ³/₄" high density black polyethylene shall integrate a 110-volt heater supplied by the EMS Department and have opening to access equipment if the rear hatch failed.

Side Flip Up Doors:

1. The rear driver & passenger side glass shall be removed and replaced with an aluminum door. This door must be fabricated in a manner that is weather tight with a full length stainless steel top hinge, shock absorber style opener and automotive style weather seal. Each flip up door shall have two adjustable locks/openers key to # 1250. The door and frame shall be painted a WA8555 satin black automotive paint or powder coated.

Power Points:

1. Install three (3) triple 12v & 3 dual 110V power points. 1st on side of rear shelf, 2nd on passenger side of rear shelf, 3rd on bottom of top shelf accessible to rear tray. Location TBD by SCEMS. The wiring for these shall be run, secured and coiled under the 2nd row passenger seat for final

installation by DIVCOM. 12 volt power points shall have a protective shield to prevent the plug from breaking.

Opticom:

1. A manual switch shall be provided and placed on the vehicle steering column that cuts off the Opticom when the vehicle is placed in the "park" position automatically. The awarded Bidder shall integrate and work with DIVCOM to interface the wiring required to accomplish this mode of operation. The light bar (a Whelen Liberty II.) shall be reprogrammed to reactivate the Opticom when vehicle is taken out of the park position

Industrial Grade Power Contact Module

1. Install an industrial grade contact type device that allows for the 12-volt power to energize two surface mounted 12-volt cigarette style power points that are contained in a protective box with a power small blue LED light on the front of the sliding tray, Location TBD by the EMS Department. This will allow the power points to be energized when sliding rear tray is in closed position.

AM/FM Radio Antenna Install:

1. Provide and install on passenger side front fender cowl a high quality external style AM/FM antenna. The wire is to be run out of sight and interfaced/connected with the OEM AM/FM radio.

Keyless Entry:

1. Provide and install on exterior on drivers door, interfaced with OEM module a lighted minimum 5 number pad keyless entry system, The system shall allow for entry number change by a manager.

Shall provide and install an Idle Management System on each vehicle-

CAN BUS interfaced Idle Management system to shut down the vehicle when idling in Park or Neutral that is able to communicate to the operator by use of an IP67 rated high resolution color screen, 58.6mm x 44.2mm minimum size with flexible mounting system. System must be able to provide restarting of the vehicle engine for low battery and provide control over climate in the cab if necessary with the required options. The system must come standard with a magnetic inductive sensor as a safety switch when the hood is opened for maintenance. System must provide a 5-amp ignition signal to all other added electrical systems to maintain them while the vehicle is starting and stopping. System must ensure that the vehicle functions are operable as if the key is in the run position, to allow functions such as safety systems to be enabled in operation.

Additional Features

Anti-Theft – Idle management system must include and be able to provide anti-theft to allow the keys to be removed and the vehicle continue to monitor and start as required for low battery and/or temperature. (including additional hardware if required)

High Idle – Idle management system must include and be able to provide high idle function (if the vehicle is equipped with the ability). Parameters of this are dependent on the vehicle selected. **Main Battery Condition Monitoring** – if the vehicle battery is used to supply power when the engine is off, the system must be able to monitor for a defective battery.

Safe Mode – system must be able to provide a "Safe Mode" that will maintain systems in a ready state for quick operation.

Drivers Door/Brake pedal depress start- System must be able to start the engine when the operator returns to the vehicle by monitoring the driver's door opening or the operator depressing the brake pedal

Engine Temperature Start – system must be able to monitor the coolant temperature of the engine and start the engine to maintain the engine coolant temperature.

Shore Power – system must be able to monitor the shore power connection and disable the vehicle from starting if the shore power is plugged in. Must be able to disable exterior body lights when on shoreline power. Systems shall operate on shoreline power by activating a momentary switch located on console and following a sequence of operations to enable.

Interior Temperature Start – system must be able to monitor the interior air temperature of the vehicle, interface with the electric HVAC system and start the engine to maintain interior temperature.

Ignition Bypass Kit – System must have an ignition safety device in place so that if the idle management system fails, the vehicle will still be operational at all times.

Coolant Pump Kit – Idle management system must include and be able to control a coolant pump to circulate hot coolant from the engine while the engine is off and start the engine to create heat as required.

Current Sensor Kit –Idle management system must include and be able to monitor the DC current being used for a high current application such as an inverter or be able to monitor the current that the batteries are absorbing to shut down the vehicles engine when the battery is fully charged.

Auxiliary Battery (Batteries)- System will provide control of auxiliary battery charging and discharging through the use of a solenoid heavy enough to handle starting currents for 10 seconds continuously. Auxiliary Battery must be deep cycle but have starting capabilities to assist main batteries in starting the vehicle. Two Northstar brand batteries will be provided by SCEMS and installed by DIVCOM.

Warning labeling- Warning labeling of an anti-idle system shall be provided under the hood on the radiator cowl, over magnetic switch and a translucent warning sticker applied on the windshield in a location to warn the driver.

Engine-off A/C system- provide and install an Engine-off A/C system must run off of a variable speed, brushless DC compressor that integrates into the existing vehicle HVAC system.

The variable speed DC compressor will be of compact size and require interface into vehicles existing OEM HVAC system. The compressor shall not take up more then a space of 15" tall, 10.5" wide and depth of 7.25" and weigh no more than 40 pounds. Electric HVAC unit shall be installed in location specified by SCEMS. The electric HVAC system shall integrate into and with the installed anti- idle system. The system shall have all the appropriate shielding including any exposed lines or wires shall have provisions (shields) for protection.











Specification L One Ton SRW 6.85' Pickup style truck upfit

Install Idle Management & Engine off AC system, Provide and Install:

General Provisions:

- 1 The awarded vendor will pick the vehicle up at the, Emergency Medical Services Logistics Office located at # 8 Mulberry Street Georgetown, DE 19947
- 2 A 5-year written warranty for non-wearing parts on the installed cabinetry, flip up window doors, electric HVAC and anti-idle shall be provided.
- 3 Conversion must meet or exceed any applicable State of Delaware Motor Vehicle Code, Federal Motor Vehicle Safety Standards and all Applicable State, Federal and Industry Standards
- 4 Vehicles shall be completed and delivered within sixty (60) days from time of receipt of the vehicle by the vendor. A \$ 100.00 per day penalty past the 60 days may be accessed.
- 5 A pre-scheduled inspection will be permitted during construction. Final inspections will be permitted at the vendor's location prior to delivery.
- 6 All graphics, striping, and lettering will be performed by Sussex County EMS.
- 7 Weight documents from a certified scale documenting actual load on front and rear axles and overall weight shall be provided at time of delivery.
- 8 All electrical system up-fits unless specified in this specification shall be provided/completed by Delaware Division of Communications.
- 9 Awarded vendor shall have/maintain a 24-hour access facility within 30 miles of Sussex County, DE.

Shall provide and install an Idle Management System on each vehicle-

CAN BUS interfaced Idle Management system to shut down the vehicle when idling in Park or Neutral that is able to communicate to the operator by use of an IP67 rated high resolution color screen, 58.6mm x 44.2mm minimum size with flexible mounting system. System must be able to provide restarting of the vehicle engine for low battery and provide control over climate in the cab if necessary with the required options. The system must come standard with a magnetic inductive sensor as a safety switch when the hood is opened for maintenance. System must provide a 5-amp ignition signal to all other added electrical systems to maintain them while the vehicle is starting and stopping. System must ensure that the vehicle functions are operable as if the key is in the run position, to allow functions such as safety systems to be enabled in operation.

Additional Features

Anti-Theft – Idle management system must include and be able to provide anti-theft to allow the keys to be removed and the vehicle continue to monitor and start as required for low battery and/or temperature. (including additional hardware if required)

High Idle – Idle management system must include and be able to provide high idle function (if the vehicle is equipped with the ability). Parameters of this are dependent on the vehicle selected. **Main Battery Condition Monitoring** – if the vehicle battery is used to supply power when the engine is off, the system must be able to monitor for a defective battery.

Safe Mode – system must be able to provide a "Safe Mode" that will maintain systems in a ready state for quick operation.

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Ignition Bypass Kit – System must have an ignition safety device in place so that if the idle management system fails, the vehicle will still be operational at all times.

Coolant Pump Kit – Idle management system must include and be able to control a coolant pump to circulate hot coolant from the engine while the engine is off and start the engine to create heat as required.

Current Sensor Kit –Idle management system must include and be able to monitor the DC current being used for a high current application such as an inverter or be able to monitor the current that the batteries are absorbing to shut down the vehicles engine when the battery is fully charged.

Auxiliary Battery (Batteries)- System will provide control of auxiliary battery charging and discharging through the use of a solenoid heavy enough to handle starting currents for 10 seconds continuously. Auxiliary Battery must be deep cycle but have starting capabilities to assist main batteries in starting the vehicle. Two Northstar brand batteries will be provided by SCEMS and installed by DIVCOM.

Warning labeling- Warning labeling of an anti-idle system shall be provided under the hood on the radiator cowl, over magnetic switch and a translucent warning sticker applied on the windshield in a location to warn the driver.

Engine-off A/C system- provide and install an Engine-off A/C system must run off of a variable speed, brushless DC compressor that integrates into the existing vehicle HVAC system.

The variable speed DC compressor will be of compact size and require interface into vehicles existing OEM HVAC system. The compressor shall not take up more then a space of 15" tall, 10.5" wide and depth of 7.25" and weigh no more than 40 pounds. Electric HVAC unit shall be installed in location specified by SCEMS. The electric HVAC system shall integrate into and with the installed anti- idle system. The system shall have all the appropriate shielding including any exposed lines or wires shall have provisions (shields) for protection.

Photos of current units:

Electric AC unit



Keyless Entry:

Provide and install on exterior drivers door, interfaced with OEM module a lighted minimum 5 number pad keyless entry system, The system shall allow for entry number change by a manager

END of UP-FIT SPEC

Copy

SUSSEX COUNTY GOVERNMENT

REQUEST FOR PROPOSALS

VEHICLE PURCHASES



HERTRICH FLEET SERVICES, INC. 1427 BAY RD MILFORD, DE 19963 302-422-3300

JULY 2020

SUSSEX COUNTY GOVERNMENT 2 THE CIRCLE P.O. BOX 589 GEORGETOWN, DELAWARE 19947 (302) 855 – 7730 WWW.SUSSEXCOUNTYDE.GOV

HERTRICH FLEET SERVICES, INC

1427 Bay Road

Milford, DE 19963

Ford - Chevrolet - Dodge - Jeep Lincoln - Honda - Buick - GMC - Toyota - Nissan

(800) 698-9825

(302) 422-3300

Fax: (302) 839-0555

July 24, 2020

Sussex County Administrative Office Building C/C Gina A. Jennings, Finance Director 2 The Circle Georgetown, DE 19947

RE: Bid for Sussex County Vehicle Purchases

Dear Ms. Jennings,

Enclosed find our response to the bid referenced above. I appreciate the opportunity to provide pricing for the vehicles requested. As you review, please contact myself, Jim Blecki or Susan Hickey, with any questions.

We look forward to hearing from you.

Respectfully submitted,

the Will

Christopher Wilder Vice President

"A Member of the HCRTRICH Family of Automobile Dealerships"

HERTRICH FLEET SERVICES, INC

1427 Bay Road

Milford, DE 19963

Ford - Chevrolet - Dodge - Jeep Lincoln - Honda - Buick - GMC - Toyota - Nissan

(800) 698-9825

(302) 422-3300

Fax: (302) 839-0555

July 24, 2020

Exceptions to Sussex County Government Vehicle Purchases

All Categories

Regarding vehicle dimensions, not all 2021 information has been published and may vary slightly. These are all manufacturers' standard dimensions for each vehicle category.

All weather floor mats cannot be provided with vinyl / rubber floors. There is no way to attach them and this could pose a safety and liability concern.

Delivery dates are provided to the best of our ability, utilizing information from the manufacturer and our extensive experience with fleet vehicles. Up-fits add additional build time and there can be delays caused by equipment shortages.

Specifications – See notes on each Specification Sheet

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BID FORM

 To:
 Sussex County Government

 For:
 Sussex County Vehicle Purchases

For: <u>Sussex County Vehicle Purchases</u>

Bidder Acknowledgements

The undersigned Bidder has carefully examined the Instructions to Bidders and the Specifications, the Agreement, and all other portions of this Request for Proposal for the performance of the above-named project, and shall deliver the equipment in accordance with the requirements of the Contract Documents.

The Bidder certifies by the submission of this Bid that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the product or services shipped or ordered as a result of this Bid. The successful Bidder shall, at his own expense, defend any and all actions or suits charging such infringements, and will save Sussex County, and its appointed and elected officials, officers, partners, directors, employees, and agents harmless from any and all liability, loss, or expense occasioned by any such violation.

The undersigned Bidder acknowledges receipt of all Addenda issued during the bidding process.

Confidentiality

If Bidder considers any portion of its Bid to be confidential, Bidder shall be required to isolate and identify in writing any confidential portions thereof. Bidder shall include, with this designation, a statement that explains and supports the Bidder's claim that the items identified as confidential contain trade secrets or other proprietary data. In submitting its Bid, Bidder acknowledges that its Bid, whether successful or not, shall be subject to disclosure and available for public inspection and copying in accordance with the Delaware Freedom of Information Act, 29 Del. C., Chapter 100, except to the extent withholding such information is permitted under the Act or otherwise permitted by law.

Basis of Bid

This Bid includes all other applicable taxes and fees.

The undersigned Bidder further understands that all equipment covered by this Bid shall be new and of the best quality and the highest-grade workmanship.

Dated: JULY 24, 2020 (If an Individual, Partnership, Limited Liability Company, or Non-Incorporated Organization)

Name of Business:	
Signature of Bidder:	NA
Ву:	~
Business Address:	

HERTRIGH FLEET SERVICES

Sussex County Government Vehicle Purchases	Sussex	County	Government	Vehicle	Purchases	
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Page 8

	BID FORM - continued
Names and	
Address of	<u> </u>
Members	
<u>(If a corporation)</u>	Name of Business: HERTRICH FLEET SERVICES, INC. Signature of Bidder: By: CHRISTOPHICA WILDOR V.P. Business Address: 1427 BAY RD
T	MILFORD, DE 19963
Incorporated under	the laws of the State of: DGLAWARE
President's Name	FREDIRICK W. HERTRICH III
(Address)	SEAFORD, DE. 19973
Secretary's Name	FREDBRICH W. HERTRICH
(Address)	SEAFORD, DE, 19973
Treasurer's Name	GREGORY MAGER
(Address)	SEAFORD, DE, 19973

Affix Corporate Seal

Sussex County Government Vehicle Purchases

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BID SCHEDULE

Specification A
Small SUV, AWD Model: 2021 Chevrolet Equinox AWD
Delivery Time:
Cutoff Date for Ordering:

Base Bid:

Item	Description	Total Price
A-1	Furnish Small SUV AWD	\$22,983°
A-2	Delivery Charge	N/C
	Total Base Bid	\$ 22,983°°

Add/Alternate Bid Items:

Item	Description	Price
A-3	Light bar & 4 Corner Lights	\$ 1750 00

Exception Fuel Tank is 15-6 gallons

	Speci	fication B			
Mid-Size SUV, 4WD Model	2021 Che	wrolet	Traverse	AWD	
Delivery Time:	60-120	Days			
Cutoff Date for Ordering:	TBD	/			

Base Bid:

Item	Description	Total Price
B-1	Furnish Mid Size SUV 4 Wheel Drive	\$ 27,91300
B-2	Delivery Charge	NK
	Total Base Bid	\$ 27 91300

Add/Alternate Bid Items:

Item	Description	Price
B-3	Third Row Fold Down Seat	N/c Std
B-4	Light Bar & 4 Corner Lights	\$ 1750 [∞]

AWD not 4x4 No provision for roof mounted light bar No recovery hooko

Sussex County Government Vehicle Purchases

Page 11

Specification C

Mid-Size Pickup Crew Cab	, 4WD Model:	2021	Chevrolet	Colorado	4wD Creat	Cab
Delivery Time:	60-90 d	ays				
Cutoff Date for Ordering: _	TBD	3				

Base Bid:

Item	Description	Total Price		
C-1	Furnish Mid - Size Pickup Crew Cab, 4 Wheel Drive	\$29,957°		
C-2	Delivery Charge	N/C		
	Total Base Bid	\$ 29.95700		

Add/Alternate Bid Items:

C-3	Delete light bar & 4 Corner lights (credit)	\$ - 165000
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Exceptions Steel wheels No provision for roof mounted light bar No Recovery hooks Alw Mats N/A w/viny/ floor

HENTUCH FLEET SERVICES

Sussex County Government Vehicle 1	Purchases			Page 12
	Specific	ation D		
Small Delivery Van, FWD Model:	2021	FORD	TRANSIT	CONNECT
Delivery Time: 180 DI	445			
Cutoff Date for Ordering: NOT	YET	Annoi	INCED	

Base Bid:

Item	Description	Total Price
D-1	Furnish Small Delivery	* 26, 388
D-2	Delivery Charge	NC
	Total Base Bid	\$ 26,388

Item	Description	Price
D-3	Rear Windows with Defrost	\$ 445
D-4	Back Up Camera and Alarm	# 150
D-5	Delete Light Bar & 4 Corner Lights (Credit)	L# 1800>

HERTRICH FLEET SERVICE

Sussex County Gove	ernment Vehicle	e Purchases			Page 13		
		<u>Specif</u>	ication E			A	
³ / ₄ Ton Van Model:	2020	FORD	TRANSIT	CARGO	VAN	950 GVWR	
Delivery Time:	150	DAYS	5 +1-				
Cutoff Date for Orde	ering: NOT	4ET	ANNOUNCED				

Base Bid:

Item	Description	Total Price
E-1	Furnish ³ ⁄ ₄ Ton Van	\$ 35,351
E-2	Delivery Charge	NC
	Total Base Bid	\$ 35,351

Add/Alternate Bid Items:

Item	Description	Price
E-3	Rear Windows	# 175
E-4	Back Up Alarm	# 125
E-5	Delete Light Bar & 4 Corner Lights (Credit)	Lª 18007

NOTES ! VEHICLE IS # 2020

ENGINE IS A 3.5 L PFDI VG - FLEX FUEL CAPABLE

HERETRI CH FLEET SERVICES

Sussex County	Government	Vehicle	Purchases
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		Spe	ecification F			945	
1 Ton SRW Van Model:	2020	FORD	TRANSIT	CARGO	VAN -	9500 [#]	GVWR
Delivery Time:		150	DAUS +/	-			
Cutoff Date for Ordering	NOT	451	ANNO	UNCED			

Base Bid:

Item	Description	Total Price
F-1	Furnish 1 Ton SRW Van	* 39,546
F-2	Delivery Charge	NC
	Total Base Bid	\$ 39, 546

Add/Alternate Bid Items:

Item	Description	Price
F-3	Rear Windows	\$ 175
F-4	Back Up Alarm	\$ 125
F-5	Delete Light Bar & 4 Corner Lights (Credit)	6418007

NOTE! VEHICLE 15 A 2020 MODEL

DIESEL ENGINE IS NO LONGER OFFERED IN THE FORD TRANSIT CARGO VANS, VEHICLE IS BID WITH THE 3151 PFDI VG ENGINE, THIS IS THE SAME VEHICLE AS SPECIFICATION E WITH THE VAN STORAGE BINS AND BULKHEAD INCLUDED.

Page 15

Specification G-1

Crew Cab Pickup 150/1500 Model 4WD: 2020 Ram 1500 Classic Crew Cab 4x4

Delivery Time: <u>90-120 days</u> Cutoff Date for Ordering: 10/6/2020

Base Bid:

Item	Description	Total Price
G-1-1	Furnish Crew Cab Pickup 4WD	28,86100
G-1-2	Delivery Charge	NC
	Total Base Bid	\$ 28,86100

Item	Description	Price
G-1-3	Spray in Liner	*595°°
G-1-4	Delete Light Bar & 4 Corner Lights (Credit)	- 1700°°
G-1-5	V-8 Engine	* 1875 ∞

wheelbase is 140" Ground Clearance 15 8,6" No provision for lightbar from factory A/W Mats N/A W/Viny/ Floor

Page 16

Specification G-2

Double or Super Cab Pickup 150/1500 Model 4WD: 2020 Ram Qued Cab 4×4	
Delivery Time: <u>60-120 days</u>	
Cutoff Date for Ordering: 10/6/2620	

Base Bid:

Item	Description	Total Price
G-2-1	Double or Super Cab Pickup 4WD	\$26,42400
G-2-2	Delivery Charge	N/C
	Total Base Bid	\$ 26,42400

Add/Alternate Bid Items:

Item	Description	Price
G-2-3	Spray in Liner	*595°°
G-2-4	Vinyl flooring	std N/c
G-2-5	Delete Light Bar & 4 Corner Lights (Credit)	5td N/C - 170000
G-2-6	V-8 Engine	*187500
G-2-7	8' Bed	~/A

Wheelbase is 140" Ground Clearance is 8.6" No provision for lightber from Eactory A/W Mats N/A W/Viny/ Floor

Specification H-1

Double or Super Cab Picku	up Truck 250/2500 Model:	2021 Cherrolet Silverado Double, Cob
Delivery Time:	90-120 days	4×4
Cutoff Date for Ordering:	TBD	

Base Bid:

Item	Description	Total Price
H-1-1	Furnish Double Cab with 6 ¹ / ₂ ' bed	^{\$} 31,783°°
H-1-2	Delivery Charge	N/C
	Total Base Bid	\$ 31.783°°

Item	Description	Total Price
H-1-3	Delete Bed and add Service Body	N/A Short Bed
H-1-4	Optional Diesel Engine	\$ 910000
H-1-5	Telescopic Roof on Utility Body	N/A Short Bed
H-1-6	Snow Plow	* 7550 00
H-1-7	Slide Out Tray	\$ 2000°°
H-1-8	Delete Light Bar & 4 Corner Lights (Credit)	= 1700 °°

6.62 V8 6.85' Bed Length Slide Out Tray extends to 70%

Specification H-2

Crew Cab Pickup Tr	uck 250/2500 Model:	2621 Chevrolet Silverado HD 2500 Craw Cab
Delivery Time:	60-150 days	4×4 \$13
Cutoff Date for Orde	ering: TBD	

Base Bid:

Item	Description	Total Price
H-2-1	Furnish Crew Cab with 6 ¹ / ₂ ' bed	\$ 34,79100
H-2-2	Delivery Charge	N/C
	Total Base Bid	\$.34 79100

Item	Description	Price
H-2-3	Delete Bed and add Service Body	N/A on Short Bec
H-2-4	Optional Diesel Engine	\$ 9,10000
H-2-5	Telescopic Roof on Utility Body	N/A on Short Bed
H-2-6	Snow Plow	* 7,550 00
H-2-7	Slide Out Tray	\$ 2000°°
H-2-8	Delete Light Bar & 4 Corner Lights (Credit)	- *1700 °°

6.6L V8 6.85' Bed Long th Slide out tray extends to 70%

Sussex County Government	Vehicle Purchases	
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2500

Specification H-3

Double or Super Cab Pickup	Гruck 250/2500 Model: 202	1 Chevrolet Silverado	Double Cob
Delivery Time:	60-150 days		4×4 8' Bed

Cutoff Date for Ordering: $-\mathcal{TBD}$

Base Bid:

Item	Description	Total Price
H-3-1	Furnish Double Cab with 8' bed	₹ 32,972 °°
H-3-2	Delivery Charge	N/C
	Total Base Bid	\$ 32.97200

Item	Description	Price
H-3-3	Delete Bed and add Service Body	* 10,99500
H-3-4	Optional Diesel Engine	* 9100 00
H-3-5	Telescopic Roof on Utility Body	\$2,420°
H-3-6	Snow Plow	\$75.50 00
H-3-7	Slide Out Tray	*2400°°
H-3-8	Delete Light Bar & 4 Corner Lights (Credit)	- \$ 1700°°

6.6LV8 6.85' Bed length Slide out tray to 70%

Specification H-4

Crew Cab Pickup Truck 250/2500 Model: 2021 Chevrolet Silverado 2500 HD Crew Cab 4×4 4B

Delivery Time: 66 - 150 days

Base Bid:

Item	Description	Total Price
H-4-1	Furnish Crew Cab with 8' bed	34,97400
H-4-2	Delivery Charge	N/C
	Total Base Bid	\$ 34.97400

Item	Description	Price
H-4-3	Delete Bed and add Service Body	* 10,995 <u>00</u>
H-4-4	Optional Diesel Engine	* 9100 00
H-4-5	Telescopic Roof on Utility Body	= 2420 °2
H-4-6	Snow Plow	\$7,550 00
H-4-7	Slide Out Tray	\$2,400°°
H-4-8	Delete Light Bar & 4 Corner Lights (Credit)	\$-170000

6.6L V8 Slide out tray to 70%

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Specification H-5

Crew Cab Pickup Truck 2:	50/2500 Model:	2021 Chevrolet	Silverado	HD 25001	Crew Cabo
Delivery Time:	60 - 150			4×4	6.85' Bod
Cutoff Date for Ordering:	TBD	1			

Base Bid:

Item	Description	Total Price
H-5-1	Furnish Crew Cab with 63/4' bed	34, 79100
H-5-2	Delivery Charge	N/C
	Total Base Bid	\$ 34,79100

Item	Description	Price
H-5-3	Delete Bed and add Service Body	N/A w/Short Bed
H-5-4	Optional Diesel Engine	N/A w/Short Bed \$ 9100 °°
H-5-5	Telescopic Roof on Utility Body	N/A w/Short Bed
H-5-6	Snow Plow	\$ 7,550°°
H-5-7	Slide Out Tray	\$ 2,000 00
H-5-8	Delete Light Bar & 4 Corner Lights (Credit)	*- 1700 °°

6.6 L V8 Slide out tray to 70%

Specification I-1

Pickup Truck 350/3500 Model: 2021 Chevrolet Silverado 3500 HD	
Delivery Time:90-180 days	Dually
Cutoff Date for Ordering:	

Base Bid:

Item	Description	Total Price
I-1-1	Dual Wheel Crew Cab with 8' Bed	^{\$} 35,743 ^{°°}
I-1-2	Delivery Charge	N/C
	Total Base Bid	\$ 35 743 -

Add/Alternate Bid Items:

Item	Description	Total Price
I-1-3	Delete Bed and add Super Body	\$27,7660
I-1-4	Optional Diesel Engine	^{\$} 9100 °°
I-1-5	Snow Plow	755000
I-1-6	Delete Light Bar & 4 Corner Lights (Credit)	= 1700°°
I-1-7	Delete Dual Wheels and make SRW (Credit)	- 100000

Super Body price includes lightbar (not in original spec)

Specification I-2

Pickup Truck 350/3500 Model: 2021 Chevrolet Silverado 3500 HD Dou	ble Cab
Delivery Time: <u>60-180 days</u>	
Cutoff Date for Ordering: TBD	

Base Bid:

Item	Description	Total Price
I-2-1	Dual Wheel Super Cab with 8' Bed	*33,864 °°
I2	Delivery Charge	NIC
	Total Base Bid	\$ 33, 864 -

Add/Alternate Bid Items:

I-2-3	Delete Bed and add Super Body	\$ 27,766-
I-2-4	Optional Diesel Engine	79,000°
I-2-5	Snow Plow	¥ 7,550 °°
I-2-6	Delete Light Bar & 4 Corner Lights (Credit)	-170000
I-2-7	Delete Dual Wheels and make SRW (Credit)	-\$ 1000 00

Super Body price includes lightbar (not in original spec)

Specification I-3 (EMS)

Pickup Truck 350/3500 Model: 2021 Chevrolet Silverado 3500 HD C	Trew Cab 4×4
Delivery Time: 60-120 days	
Cutoff Date for Ordering:	

Base Bid:

Item	Description	Total Price
I-3-1	Single Rear Wheel Crew Cab with 6.85' Bed	* 33,474°°
I-3-2	Delivery Charge	NIC
	Total Base Bid	\$ 33, 474 00

Painted Steel Wheels Standard

Option: Black wheels and Chevy sprayed \$129900 In bodliner (Alaskan SP special Edition)

Specification J
4WD Suburban: 2021 Chevrolet Suburban 4WD
Delivery Time: Late start of production 60-120 days
Cutoff Date for Ordering:

Base Bid:

Item	Description	Total Price
J-1	4WD Chevrolet Suburban	\$43,789 [∞]
J-2	Delivery Charge	N/C
	Total Base Bid	\$ 43,78900

* Bid includes Max Trailering Package 2 speed electronic AutoTrac transfer case Advanced Trailering System Extra Capacity Ceoling

Exceptions Skid Plate N/A Recovery Hooks N/A Content theft alarm disable N/A Single 800 cca battery

HERTRICH FLEET SERVICES

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Sussex County Government Vehicle Purchases

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Specification K

Suburban Up-Fit:	NO-BID
Delivery Time:	
Cutoff Date for Ordering:	

Base Bid:

Item	Description	Total Price
K-1	2021 Suburban's Up-Fit	
K-2	Delivery Charge	
	Total Base Bid	s NA

HERMUCH FLEET SERVICES

Sussex County Government Vehicle Purchases		Page 27
Specification	L	
One Ton SRW 6.85' Pickup style truck Upfit:	NO-	BID
Delivery Time:	****	
Cutoff Date for Ordering:		

Base Bid:

1

Item	Description	Total Price
L-1	One Ton SRW 6.85' Pickup style truck upfit	
L-2	Delivery Charge	
	Total Base Bid	\$ NA

END of base bid forms



Warranty - all GM products

Vehicle: [Fleet] 2021 Chevrolet Silverado 3500HD (CK30953) 4WD Double Cab 162" Work Truck (
Complete)

WARRANTY

Warranty Note: <<< Preliminary 2021 Warranty >>> Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 60,000 Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles Corrosion Years (Rust-Through): 6 Corrosion Years: 3 Corrosion Miles/km (Rust-Through): 100,000 Corrosion Miles/km: 36,000 Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000 Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles Maintenance Note: 1 Year/1 Visit

At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 11496. Data Updated: Jul 26, 2020 10:39:00 PM PDT.

HORTRICH FLEET SERVICES

Warranty - all FCA 2020 " 2021 products

Vehicle: [Fleet] 2020 Ram 1500 Classic (DS6L41) Tradesman 4x4 Quad Cab 6'4" Box (/ Complete)

Interior	
	Front Armrest w/3 Cupholders
	Sentry Key Engine Immobilizer
	2 12V DC Power Outlets
Safety-Mechanical	
	Electronic Stability Control (ESC)
	ABS And Driveline Traction Control
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Tire Specific Low Tire Pressure Warning
	Dual Stage Driver And Passenger Front Airbags
	Airbag Occupancy Sensor
	Curtain 1st And 2nd Row Airbags
	Rear Child Safety Locks
	Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
	ParkView Back-Up Camera
WARRANTY	
	Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 60,000 Corrosion Years: 5 Corrosion Miles/km: Unlimited Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000

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Page 4

HERTRICH FLEET SORVICES

Warranty-all 2021 Ford products, + 2020

Vehicle: [Fleet] 2021 Ford Transit Connect Van (S7E) XL LWB w/Rear Symmetrical Doors (Complete)

Safety-Mechanical

ABS And Driveline Traction Control

Side Impact Beams

Safety-Exterior

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags Ford Co-Pilot360 - Automatic Emergency Braking (AEB) Low Tire Pressure Warning Dual Stage Driver And Passenger Front Airbags Safety Canopy System Curtain 1st Row Airbags Airbag Occupancy Sensor Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners Ford Co-Pilot360 - Reverse Camera Back-Up Camera

WARRANTY

Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 60,000 Corrosion Years: 5 Corrosion Miles/km: Unlimited Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000

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Data Version: 11496. Data Updated: Jul 26, 2020 10:39:00 PM PDT.

Jul 27, 2020

HERINICH FLEET SERVICES

CERTIFICATION OF BIDDER

The undersigned Bidder, WerkMill PUEUT Services, iNc. on the 24TH day of <u>±um</u>, 20, 20, for Sussex County Vehicle Purchases acknowledges:

- 1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization or corporation;
- 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid;
- 3. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- 4. Bidder has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - a. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Sussex County Government, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Sussex County Government of the benefits of free and open competition;
 - c. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Sussex County Government, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

CORPORATE SEAL Signature of Bidder: BY: CHRISTOPHER WILDER inna, Attest Secretary Sworn and subscribed before me this 27^{42} day of ______ 20-20 My commission expires <u>11-18-2023</u>. Juse EHI Notary Publi

Notary Public

AGREEMENT

THIS AGREEMENT, made this 2474 day of JUM, 2020, by and between Sussex County, a political subdivision of the State of Delaware, hereinafter called "Owner", and HERTRICH REFERENCES, Marc., doing business as (an Individual) or (a Partnership) or (a Corporation), hereinafter called "Vendor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

- 1. The VENDOR shall commence and supply the <u>Sussex County Vehicle</u> <u>Purchase(s)</u>
- 2. All capitalized terms herein and throughout the Contract Documents shall have the same meaning as defined in the General Conditions.
- 3. The Vendor shall furnish all of the Equipment in accordance with the requirements of the Contract Documents ("Work").
- 4. The Vendor shall supply all of the materials and equipment necessary as described in the Contract Documents and shall supply same in accordance with the prices quoted in Vendor's bid schedule.
- 5. The term "Contract Documents" means and includes the following, which are herein incorporated into this Agreement by reference:
 - A. Invitation to Bid;
 - B. Instructions to Bidders;
 - C. Bid Form;
 - D. Any other forms included in the packet furnished to Bidders;
 - E. General Conditions;
 - G. Technical Specifications;
 - I. Addenda if any; and
 - J. Change Orders, if any.
- 7. The Owner shall pay the Vendor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.
- 8. To the fullest extent permitted by law, the Vendor shall indemnify, hold

harmless and defend Owner and its elected and appointed officials, officers, directors, employees, agents, and consultants from and against all claims, damages, losses, injuries and expenses including court costs and attorneys' fees arising out of or resulting from the performance of the Work, provided such claims, damages, losses, injuries or expenses are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, but only to the extent directly by any act or omission of the Vendor, or any Subcontractor performing Work. Vendor or any Subcontractor shall be liable, regardless of whether or not such claims, damages, losses, injuries and expenses are caused in part by a party indemnified hereunder.

- 9. Vendor certifies that there has been no violation of copyrights or patent rights in manufacturing, or selling the product or services shipped or ordered as a result of this Agreement. To the fullest extent permitted by law, the Vendor shall, at his own expense, defend any and all actions or suits charging such infringements, and will save Owner, and its appointed and elected officials, officers, partners, directors, employees, and agents harmless from any and all liability, loss, or expense occasioned by any such violation.
- 10. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
- 11. If the Work shall be abandoned, or if the Contract Documents or any part thereof shall be sublet without the previous written consent of Owner, or if the Contract Documents shall be assigned by Vendor otherwise than as herein specified, or if at any time Owner shall be of the opinion and shall certify in writing to the Vendor that the Work, or any part thereof, is delayed beyond the stated completion time or that the Vendor has violated any provision of the Contract Documents or that the Vendor fails to provide all supplies, material, machinery, implements, appliances and tools or fails to perform the Work as set forth in the Contract Documents, in whole or in part, Owner, in addition to available remedies, may notify the Vendor to discontinue all Work or any part thereof; and thereupon Vendor shall discontinue such Work or such part thereof as Owner may designate and Owner may thereupon, by a contract or otherwise, as it may determine, complete the Work, or such part thereof, and charge the entire expense of so completing the Work or part thereof, to the Vendor.
- 12. All costs and charges that may be incurred under this section or any damages that should be borne by Vendor shall be withheld or deducted from any moneys then due, or to become due to Vendor under these Contract Documents, or any part thereof; and in such accounting the Owner shall not be held to obtain the lowest cost for the Work or completing the Work or any part thereof, but all

HERMUCH FLEET SERVICES

sums actually paid therefore shall be charged to Vendor. In case the costs and charges incurred are more than the sum which would have been payable under the Contract Documents if the same had been completed by Vendor, Vendor shall pay the amount of excess to Owner for the completion of the Work within thirty (30) days of receipt of an invoice.

- 13. Should any portion of this Agreement be held void, the remainder shall continue in full force and effect. The undersigned acknowledge that they have carefully read this Agreement, have had the opportunity to have been advised of its meaning by an attorney of their choosing, and sign the same of their own free will. In entering into this Agreement, the undersigned warrant that they have done so voluntarily and of their own accord without reliance on any inducement, promise or representation by any other party, except those which are expressly set forth in this Agreement.
- 14. The Contract Documents 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. This Agreement may only be modified by an instrument in writing executed by Owner and their duly authorized representatives.
- 15. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
- 16. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without respect to its conflict of laws provisions.
- 17. Time is of the essence for purposes of this Agreement.
- 18. Vendor shall not assign, sell or otherwise transfer its rights in this Agreement without the prior signed approval of Owner.
- 19. Vendor is not considered an employee or agent of Owner for any purpose whatsoever. Vendor agrees that in all matters relating to this Agreement it shall be acting as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of this Agreement. Vendor shall have no right, power or authority to create any obligation, expressed or implied, on behalf of Owner and shall have no authority to represent Owner as an agent of Owner, unless otherwise specifically authorized by Owner in a writing not contained in these Contract Documents.

20. A party's omission or failure to exercise any rights or obligations under this Agreement shall not be construed as a waiver of such rights or obligations, unless the party has executed a written waiver of such right or obligation under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original, on the date first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

WITNESS En l Beli

VENDOR

- Will Signature V.F Title 2020 Date

OWNER

Clerk of Sussex County

(SEAL)

ATTEST:

Council President, Sussex County Council

Date



REQUEST FOR PROPOSALS

VEHICLE PURCHASES



JULY 2020

SUSSEX COUNTY GOVERNMENT 2 THE CIRCLE P.O. BOX 589 GEORGETOWN, DELAWARE 19947 (302) 855 – 7730 WWW.SUSSEXCOUNTYDE.GOV

BID FORM - continued Names and Address of Members (If a corporation) Name of Business: Signature of Bidder: By: **Business Address:** Incorporated under the laws of the State of: President's Name (Address) Secretary's Name (Address) Treasurer's Name (Address)

Page 8

Affix Corporate Seal

BID SCHEDULE

Specification A 3020 MIY Small SUV, AWD Model: Week Delivery Time: d 115 time Cutoff Date for Ordering:

Base Bid:

Item	Description	Total Price
A-1	Furnish Small SUV AWD	23992.00
A-2	Delivery Charge	0.00
	Total Base Bid	\$ 23992.00

Item	Description	Price
A-3	Light bar & 4 Corner Lights	2100.00

Specification B Mid-Size SUV, 4WD Model: approx 16 weeks Delivery Time: 15 limo Cutoff Date for Ordering:

Base Bid:

Item	Description	Total Price
B-1	Furnish Mid Size SUV 4 Wheel Drive	31000.00
B-2	Delivery Charge	0.00
	Total Base Bid	\$ 31000.00

Add/Alternate Bid Items:

Item	Description	Price
B-3	Third Row Fold Down Seat	0.00
B-4	Light Bar & 4 Corner Lights	\$100.00

Specification C

Mid-Size Pickup Crew Cab, 4WD Model: ______ // Bid

1

Delivery Time:

Cutoff Date for Ordering:

Base Bid:

Item	Description	Total Price
C-1	Furnish Mid - Size Pickup Crew Cab, 4 Wheel Drive	
C-2	Delivery Charge	
	Total Base Bid	\$ No Bid.

C-3	Delete light bar & 4 Corner lights (credit)	\$	NoBid	
-----	---	----	-------	--

Specification D
Small Delivery Van FWD Model: Transit Conroct
Delivery Time: HARX. 33 Welks
Cutoff Date for Ordering: NOIL AF HIS FINCE

Base Bid:

Item	Description	Total Price
D-1	Furnish Small Delivery	31330.W
D-2	Delivery Charge	0.00
	Total Base Bid	\$ \$ 13.4000

Add/Alternate Bid Items:

Item	Description	Price	
D-3	Rear Windows with Defrost	380.00	
D-4	Back Up Camera and Alarm	380.00	
D-5	Delete Light Bar & 4 Corner Lights (Credit)	(2000.00)	

...

³ / ₄ Ton Van Model: $\sqrt{Van 517} \sqrt{an} (3030)$
Delivery Time: ANDRY, 16 106665
Cutoff Date for Ordering: No CUT off at this finil

Base Bid:

Item	Description	Total Price
E-1	Furnish ¾ Ton Van	311/01.00
E-2	Delivery Charge	0.00
	Total Base Bid	\$ 37161.00

Add/Alternate Bid Items:

Item	Description	Price
E-3	Rear Windows	10.00
E-4	Back Up Alarm	120.00
E-5	Delete Light Bar & 4 Corner Lights (Credit)	(1880.00)

Specification F,

1 Ton SRW Van Model: _____

Delivery Time:

Cutoff Date for Ordering:

Base Bid:

Item	Description	Ţotal Price
F-1	Furnish 1 Ton SRW Van	NOBIC
F-2	Delivery Charge	<u>.</u>
	Total Base Bid	\$ No Bid

Add/Alternate Bid Items:

Item	Description	Price
F-3	Rear Windows	
F-4	Back Up Alarm	-
F-5	Delete Light Bar & 4 Corner Lights (Credit)	

Specification G-1
Crew Cab Pickup 150/1500 Model 4WD: FBO (New Cab)
Delivery Time: HAPPING-18 WOLKS
Cutoff Date for Ordering: NOTE AT HIS TIKE

Base Bid:

Item	Description	Total Price
G-1-1	Furnish Crew Cab Pickup 4WD	31469.00
G-1-2	Delivery Charge	0.00
	Total Base Bid	\$ 3114109(X)

Item	Description	Price
G-1-3	Spray in Liner	550.W
G-1-4	Delete Light Bar & 4 Corner Lights (Credit)	(1880.00)
G-1-5	V-8 Engine	1900.00

Specification G-2

Double or Super Cab Pickup 150/1500 Mgdel 4WD: JUDOr F150 a(r) - 18 Delivery Time: is time Cutoff Date for Ordering:

Base Bid:

Item	Description	Total Price
G-2-1	Double or Super Cab Pickup 4WD	31310.00
G-2-2	Delivery Charge	0.00
	Total Base Bid	\$ 41.471 M

Item	Description	Price
G-2-3	Spray in Liner	550.UU
G-2-4	Vinyl flooring	, 0.00
G-2-5	Delete Light Bar & 4 Corner Lights (Credit)	(1880.00)
G-2-6	V-8 Engine	1900.00
G-2-7	8' Bed	3400.00

Page 17

Specification H-1
Double or Super Cab Pickup Truck 250/2500 Model:
Delivery Time: Job 13, Wember After that annox 20 Dec
Cutoff Date for Ordering: NOTU at this time 10 Weeks

Base Bid:

Item	Description	Total Price
H-1-1	Furnish Double Cab with 6 ¹ / ₂ ' bed	34.980.00
H-1-2	Delivery Charge	0.00
	Total Base Bid	\$ 34980 N)

Delete Bed and add Service Body Optional Diesel Engine	16000.00 9700.00
	9700.00
Telescopic Roof on Utility Body	3300.00
Snow Plow	1450.0X)
Slide Out Tray	\$00.00
Delete Light Bar & 4 Corner Lights (Credit)	<1880,00)
	Slide Out Tray

Specification H-2

Crew Cab Pickup Truck 250/2500 Model:

Delivery Time: _____

Cutoff Date for Ordering:

Base Bid:

Item	Description	Total Price
H-2-1	Furnish Crew Cab with 61/2' bed	
H-2-2	Delivery Charge	1
	Total Base Bid	\$ NO Bid

Item	Description	Price
H-2-3	Delete Bed and add Service Body	
H-2-4	Optional Diesel Engine	
H-2-5	Telescopic Roof on Utility Body	
H-2-6	Snow Plow	
H-2-7	Slide Out Tray	
H-2-8	Delete Light Bar & 4 Corner Lights (Credit)	

Page 19

Specification H-3 <u>~ Cab long</u>Bid vex 30 weeks Double or Super Cab Pickup Truck 250/2500 Model: Delivery Time: 5 Cutoff Date for Ordering:

Base Bid:

Item	Description	Total Price
H-3-1	Furnish Double Cab with 8' bed	35170.00
H-3-2	Delivery Charge	6.00
	Total Base Bid	\$ 35110.00

Item	Description	Price
H-3-3	Delete Bed and add Service Body	11500.00
H-3-4	Optional Diesel Engine	9100.00
H-3-5	Telescopic Roof on Utility Body	33,30.00
H-3-6	Snow Plow	1450.00
H-3-7	Slide Out Tray	\$00.00
H-3-8	Delete Light Bar & 4 Corner Lights (Credit)	(1880.00)

Page 20

Specification H-4
Crew Cab Pickup Truck 250/2500 Model: F350 (rew Cab) \$1 Bid
Delivery Time: Job 1 15 November. After that annox. HO weeks
Cutoff Date for Ordering: NONE Q.7 HI15 TIME

Base Bid:

Item	Description	Total Price
H-4-1	Furnish Crew Cab with 8' bed	36684.00
H-4-2	Delivery Charge	0.00
	Total Base Bid	\$ 36/084.00)

Item	Description	Price
H-4-3	Delete Bed and add Service Body	17500.00
H-4-4	Optional Diesel Engine	9100.00
H-4-5	Telescopic Roof on Utility Body	\$ 330.00
H-4-6	Snow Plow	1450,00
H-4-7	Slide Out Tray	, 900,00
H-4-8	Delete Light Bar & 4 Corner Lights (Credit)	(1880.00)

Page 21

Specification H-5 <u>lo °14 bed</u> Yppis<u>x 30</u> weeks Crew Cab Pickup Truck 250/2500 Mødel: 15 Delivery Time: Cutoff Date for Ordering:

Base Bid:

Item	Description	Total Price
H-5-1	Furnish Crew Cab with 6¾' bed	36494.00
H-5-2	Delivery Charge	0.00
	Total Base Bid	\$ 3649400

Item	Description	Price
H-5-3	Delete Bed and add Service Body	1400400
H-5-4	Optional Diesel Engine	91100.00
H-5-5	Telescopic Roof on Utility Body	1.300.00
H-5-6	Snow Plow	1450.00
H-5-7	Slide Out Tray	600.00
H-5-8	Delete Light Bar & 4 Corner Lights (Credit)	L1880.00)

Specification I-1 Pickup Truck 350/3500 Model: 1 prox AD weeks Delivery Time: 5 Cutoff Date for Ordering:

Base Bid:

Item	Description	Total Price
I-1-1	Dual Wheel Crew Cab with 8' Bed	3.9438,00
I-1-2	Delivery Charge	0.00
	Total Base Bid	\$ 37438 (X)

Add/Alternate Bid Items:

Item	Description	Total Price
I-1-3	Delete Bed and add Super Body	3.400.00
I-1-4	Optional Diesel Engine	9700.00
I-1-5	Snow Plow	7450.00
I-1-6	Delete Light Bar & 4 Corner Lights (Credit)	<1880.00>
I-1-7	Delete Dual Wheels and make SRW (Credit)	(1450.00)

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Specification I-2
ELGO READ have Anh
Pickup Truck 350/3500 Model:
Delivery Time: JOD 1 15 November, After is annox \$0 wars
Cutoff Date for Ordering: NOTLE GF HI15 HIMD

Base Bid:

Item	Description	Total Price
I-2-1	Dual Wheel Super Cab with 8' Bed	31935.0
I2	Delivery Charge	0.00
	Total Base Bid	\$ 37935.CC

I-2-3	Delete Bed and add Super Body	1,300.00
I-2-4	Optional Diesel Engine	9700.00
1-2-5	Snow Plow	1450.00
I-2-6	Delete Light Bar & 4 Corner Lights (Credit)	(1880.00)
I-2-7	Delete Dual Wheels and make SRW (Credit)	(301500)

Specification I-3 (EMS)

Pickup Truck 350/3500 Model:

Delivery Time:

Cutoff Date for Ordering:

Item	Description Total P	
I-3-1	Single Rear Wheel Crew Cab with 6.85' Bed	
I-3-2	Delivery Charge	
	Total Base Bid	\$ No Bid

Specification J

4WD Suburban:

Delivery Time:

Cutoff Date for Ordering:

Item	Description	Total Price
J-1	4WD Chevrolet Suburban	
J-2	Delivery Charge	
	Total Base Bid	\$ NoBid

Specification K

Suburban Up-Fit: _____

Delivery Time:

Cutoff Date for Ordering:

Item	Description	Total Price
K-1	2021 Suburban's Up-Fit	
K-2	Delivery Charge	
	Total Base Bid	s No Bid

Specification L

One Ton SRW 6.85' Pickup style truck Upfit:

Delivery Time:

Cutoff Date for Ordering:

Base Bid:

Item	Description	Total Price
L-1	One Ton SRW 6.85' Pickup style truck upfit	
L-2	Delivery Charge	
	Total Base Bid	\$ No Bid

END of base bid forms

_ on the X The undersigned Bidder, day of

- 1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization or corporation;
- 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid;
- 3. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- 4. Bidder has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - a. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Sussex County Government, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Sussex County Government of the benefits of free and open competition;
 - c. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Sussex County Government, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

CORPORATE SEAL

Signature of Bidder: BY:

lenn D' albert Attest: _

Secretary Sworn and subscribed before me this 27th day of Jul GLENN D. ALBERT NOTARY PUBLIC OF NEW JERSEY My Commission Expires April 20, 2021 My commission expires _

SUSSEX COUNTY GOVERNMENT

REQUEST FOR PROPOSALS

VEHICLE PURCHASES



JULY 2020

SUSSEX COUNTY GOVERNMENT 2 THE CIRCLE P.O. BOX 589 GEORGETOWN, DELAWARE 19947 (302) 855 – 7730 WWW.SUSSEXCOUNTYDE.GOV

BID FORM

To: Sussex County Government For: Sussex County Vehicle Purchases

Bidder Acknowledgements

The undersigned Bidder has carefully examined the Instructions to Bidders and the Specifications, the Agreement, and all other portions of this Request for Proposal for the performance of the above-named project, and shall deliver the equipment in accordance with the requirements of the Contract Documents.

The Bidder certifies by the submission of this Bid that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the product or services shipped or ordered as a result of this Bid. The successful Bidder shall, at his own expense, defend any and all actions or suits charging such infringements, and will save Sussex County, and its appointed and elected officials, officers, partners, directors, employees, and agents harmless from any and all liability, loss, or expense occasioned by any such violation.

The undersigned Bidder acknowledges receipt of all Addenda issued during the bidding process.

Confidentiality

If Bidder considers any portion of its Bid to be confidential, Bidder shall be required to isolate and identify in writing any confidential portions thereof. Bidder shall include, with this designation, a statement that explains and supports the Bidder's claim that the items identified as confidential contain trade secrets or other proprietary data. In submitting its Bid, Bidder acknowledges that its Bid, whether successful or not, shall be subject to disclosure and available for public inspection and copying in accordance with the Delaware Freedom of Information Act, 29 Del. C., Chapter 100, except to the extent withholding such information is permitted under the Act or otherwise permitted by law.

Basis of Bid

This Bid includes all other applicable taxes and fees.

The undersigned Bidder further understands that all equipment covered by this Bid shall be new and of the best quality and the highest-grade workmanship.

Dated:

(If an Individual, Partnership, Limited Liability Company, or Non-Incorporated Organization)

Signature of Bidder:

Name of Business:

tist De Customs

By:

Business Address:

4186 Stien Hury, Seaford, DE 19973

Names and Address of Members		
(If a corporation,) Name of Business:	
	Signature of Bidder:	
	By:	
	Business Address:	
Incorporated und	er the laws of the State of:	Delaware
President's Name	Brad d.	Jayloz
(Address)	4186 St	Ein Hury., Seaford, DE 19973
Secretary's Name	e	
(Address)		
Treasurer's Name		
(Address)		

BID FORM - continued

Affix Corporate Seal

Specification K

Suburban Up-Fit: _____ Delivery Time:

Cutoff Date for Ordering:

Item	Description	Total Price
K-1	2021 Suburban's Up-Fit	\$122,767.93
K-2	Delivery Charge	Ð
	Total Base Bid	\$ 122, 767.93

Specification L

One Ton SRW 6.85' Pickup style truck Upfit:

Delivery Time:

Cutoff Date for Ordering:

Base Bid:

Item	Description	Total Price
L-1	One Ton SRW 6.85' Pickup style truck upfit	\$27,213.36
L-2	Delivery Charge	Ø
	Total Base Bid	\$27,213.36

END of base bid forms

The undersigned Bidder, <u>Brad</u>, <u>Jaylor</u> on the <u>24th</u> day of <u>uly</u>, 20<u>20</u>, for Sussex County Vehicle Purchases acknowledges:

- 1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization or corporation;
- 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid;
- 3. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- 4. Bidder has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - a. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Sussex County Government, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Sussex County Government of the benefits of free and open competition;
 - c. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Sussex County Government, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BY:

CORPORATI	E SEAL

Signature of Bidder:

Attest:

Sworn and subscribed before me this 24 day of July, 2020.

My commission expires march 11-2024.

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Notary Public

AGREEMENT

THIS AGREEMENT, made this _____ day of ______, 20____, by and between Sussex County, a political subdivision of the State of Delaware, hereinafter called "Owner", and _______, doing business as (an Individual) or (a Partnership) or (a Corporation), hereinafter called "Vendor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

- 1. The VENDOR shall commence and supply the <u>Sussex County Vehicle</u> <u>Purchase(s)</u>
- 2. All capitalized terms herein and throughout the Contract Documents shall have the same meaning as defined in the General Conditions.
- 3. The Vendor shall furnish all of the Equipment in accordance with the requirements of the Contract Documents ("Work").
- 4. The Vendor shall supply all of the materials and equipment necessary as described in the Contract Documents and shall supply same in accordance with the prices quoted in Vendor's bid schedule.
- 5. The term "Contract Documents" means and includes the following, which are herein incorporated into this Agreement by reference:
 - A. Invitation to Bid;
 - B. Instructions to Bidders;
 - C. Bid Form;
 - D. Any other forms included in the packet furnished to Bidders;

E. General Conditions;

- G. Technical Specifications;
- I. Addenda if any; and
- J. Change Orders, if any.
- 7. The Owner shall pay the Vendor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.
- 8. To the fullest extent permitted by law, the Vendor shall indemnify, hold





Memorandum

To: Sussex County Council The Honorable Michael H. Vincent, President The Honorable Irwin G. Burton III, Vice President The Honorable Douglas B. Hudson The Honorable John L. Rieley The Honorable Samuel R. Wilson, Jr.

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

CC: Everett Moore, County Attorney

Date: August 6, 2020

RE: County Council Report for CZ 1914 Ronald E. and M. Candice Gray

The Planning and Zoning Department received an application (CZ 1914 Ronald E. and M. Candice Gray) for a Change of Zone of parcel 134-15.00-20.06 from Agricultural Residential (AR-1) Zoning District to Business Community District (B-2) Zoning District to be located on the northwest side of Roxana Rd. (Rt. 17), south of Powell Farm Rd. Frankford, Delaware. The size of the property is 10.0636 acres +/-.

The Planning and Zoning Commission held a public hearing on May 28, 2020. At the meeting of June 11, 2020, the Commission recommended approval of the application for the 8 reasons outlined within the motion (included below). County Council held a public hearing on June 30, 2020. At the County Council meeting, action was deferred for further consideration.

On July 30, 2020, the Planning & Zoning Department received a request for application CZ 1914 Ronald E. and M. Candice Gray to be withdrawn. The letter is appended to this report.

Below are the approved minutes from the Planning & Zoning Commission meetings of May 28, 2020 and June 11, 2020.

Minutes of the May 28, 2020 Planning & Zoning Commission Meeting

AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A B-2 BUSINESS COMMUNITY DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 10.06 ACRES, MORE OR LESS. The property is lying on the northwest side of Roxana Road,



approximately 0.61 mile southwest of Peppers Corner Road. (Rt. 17). 911 Address: Not Available. Tax Parcel: 134-15.00-20.06

Mr. Whitehouse advised the Commission that submitted into the record were an exhibit book, a site plan, comments from the Sussex County Engineering Department Utility Planning Division, comments from the PLUS review from the State Planning Coordination Office and the DelDOT service level evaluation letter. Also, submitted into the record are one letter of opposition and one letter of support.

That the Commission found that Mr. John Sergovic, Esquire was present by teleconference on behalf of the applicants Ronald E. Gray and M. Candice Gray; that the rezoning sought is from AR-1 district to B-2 district; that the proposed use is for a 94,800 sf of self-storage consisting of 703 units in 40 buildings and 13,000 sf of office space after central sewer becomes available; that also present on behalf of the application is Mr. Tim Metzner, Architect with Davis, Bowen & Friedel and the Applicant, Mr. Ronald Gray; that the lands are in the Coastal Area and the Comprehensive Plan states that uses such as retail and office use are appropriate; that this location is not suitable for a large shopping center but would be appropriate for the proposed use as a self-storage facility; that the rezoning of this land is appropriate and compatible with the directions of the Comprehensive Plan; that there are compatible uses along Route 17, two churches, Hocker's Super Center, Beach Storage, Rob Ward's Commercial Storage, Bob's Marine Services; that Roxana Road is an arterial road and is compatible with commercial uses; DelDOT did not require a traffic study as the proposed use has a low traffic impact to the area; and that based on the presentation requests that the Commission recommends approval.

Mr. Metzner stated that the proposed use for the self-storage units is needed for this area as there are many subdivisions, churches and businesses nearby; that although this is a change of zone application and not a site plan review; that there is a conceptual site plan to show what is proposed by the owner; that there will be 40 storage buildings on the rear of the site which is the western portion of the property; that there will be two office buildings in front; that there will be an entrance from Route 17 to the site; that the closest central water and sewer service is approximately 4,250 ft. to the north along Route 17; that it is the owner's intention to delay construction on the office buildings could begin on the storage buildings following site plan approval by the County and other agencies.

Mr. Gray stated that he has another storage facility on Route 54; that this property was leased for agricultural property with minimal income; that he wishes to rezone the property for a self-storage facility; that the property is located near Millville by the Sea housing development and near the new Beebe Hospital facility; that the area continues to grow with retirement homes with limited storage; that an apartment complex has been approved near the Beebe Hospital location; that he is requesting rezoning so that even if it is several years before the property can be developed, the zoning will not expire as a conditional use permit would; that there is a need for storage units in the area; and that he reached out to the neighbors along route 17, there was one property owner who objected because of the growth in the area, this development serves the needs of this growth.

The Commission found that no one spoke in favor of or in opposition to the application.

At the conclusion of the Public Hearings, the Commission discussed Application C/Z 1914 – Ronald E. & M. Candice Gray. Motion by Ms. Wingate to defer action for further consideration, seconded by Ms. Stevenson, and carried unanimously. Motion carried 5-0.

The vote by roll call: Ms. Stevenson – yea, Ms. Wingate – yea, Mr. Mears – yea, Mr. Hopkins – yea, and Mr. Wheatley – yea.

Minutes of the June 11, 2020 Planning & Zoning Commission Meeting

The Commission discussed this application which has been deferred since May 28, 2020.

Mr. Mears moved that the Commission recommend approval of C/Z 1914 for Ronald E. & M. Candice Gray for a Change in Zone from AR-1 (Agricultural Residential Zoning) to B-2 (Business Community Zoning) based upon the record made during the public hearing and for the following reasons:

- 1. B-2 Business Community Zoning is designed to allow office, retail shopping and personal service uses that serve a relatively small area, including low density and medium density neighborhoods.
- 2. The site is in the Coastal Area according to the current Sussex County Comprehensive Plan and it is surrounded by this classification on the north, south, east and west. B-2 zoning and the uses permitted in that District are appropriate in the Coastal Area according to the Plan.
- 3. The site is located along Route 17. This location is appropriate for B-2 zoning.
- 4. The rezoning will not adversely affect area roadways or traffic.
- 5. The rezoning will also not adversely affect nearby properties or property values.
- 6. The proposed rezoning meets the general purpose of the Zoning Code by promoting the orderly growth, convenience, order prosperity and welfare of the County.
- 7. No parties appeared in opposition to the application.
- 8. Any future use of the property will be subject to Site Plan review by the Sussex County Planning and Zoning Commission.

Motion by Mr. Mears, seconded by Ms. Stevenson, and carried to recommend approval for the reasons and conditions stated in the Motion. Motion carried 3-1.

The vote by roll call: Ms. Stevenson – nay, Mr. Mears – yea, Mr. Hopkins – yea, and Mr. Wheatley – yea.

SERGOVIC CARMEAN WEIDMAN McCARTNEY & OWENS, P.A.

John A. Sergovic, Jr. David J. Weidman Shannon R. Owens **Rachel Bleshman**

Website: www.sussexattorney.com Email: john@sussexattorney.com

Shannon Carmean Burton Deirdre A. McCartney **Elizabeth L. Soucek** Harold W.T. Purnell, II George B. Smith, of Counsel

Received 7/31/20

July 30, 2020

Sussex County Council The Circle Georgetown, DE 19947

> RE: Ronald E. and M. Candace Gray, Change of Zone Application, C.Z. No. 1914

Dear Council Members:

As counsel for Ronald E. and M. Candace Gray ("applicants"), we respectfully request Sussex County Council accept this letter as a petition for the withdraw of the application, CZ No. 1914. We submit this petition under Sussex County Code Section 115-216E.

Withdrawal is respectfully requested to enable the applicants to review and fully consider the concerns raised by the opposition to the application before the County Council, but not raised before the Planning and Zoning Commission.

Thank you.

Respectfully submitted,

John A. Sergovic, Jr.

JAS, Jr/cwl

J. Everett Moore, Esquire cc: Mr. and Mrs. Ronald E. Gray Tim Willard, Esquire

ENGINEERING DEPARTMENT

ADMINISTRATION	(302) 855-7718
AIRPORT & INDUSTRIAL PARK	(302) 855-7774
ENVIRONMENTAL SERVICES	(302) 855-7730
PUBLIC WORKS	(302) 855-7703
RECORDS MANAGEMENT	(302) 854-5033
LITUITY ENGINEERING	(302) 854-7717
UTILITY ENGINEERING	(302) 855-7717
UTILITY PERMITS	(302) 855-7719
UTILITY PLANNING	(302) 855-1299
FAX	(302) 855-7799





DELAWARE sussexcountyde.gov

HANS M. MEDLARZ, P.E. COUNTY ENGINEER

JOHN J. ASHMAN DIRECTOR OF UTILITY PLANNING

<u>Memorandum</u>

- TO: Sussex County Council The Honorable Michael H. Vincent, President The Honorable Irwin G. Burton III, Vice President The Honorable Douglas B. Hudson The Honorable John L. Rieley The Honorable Samuel R. Wilson, Jr.
- FROM: Hans Medlarz, County Engineer John J. Ashman, Director of Utility Planning
- RE: Carl M. Freeman Companies A. CMF Bayside LLC, Surrender of Oversizing Credits B. CMF Bayside LLC, Infrastructure Use Agreement - Weidman Parcel C. Tidewater Landing LLC, Payment in lieu

DATE: August 11, 2020

A. Dating back to the early 2000s and in accordance with the County Code at the time CMF Bayside LLC "oversized" various sewer system components to meet the County's regional planning requirements as well as Americana Bayside's own approved 2,033 EDUs maximum sewer allocation. Recently CMF Bayside LLC's consultant submitted an over-sizing request for the infrastructure installed in 2011 under the previous Code along Route 54 for in the amount of \$79,820.00.

CMF Bayside LLC, as per the attached letter, has agreed to forgo this particular oversizing request and any further upsizing credits for work previously completed at Americana Bayside exceeding the approved 2,033 EDUs capacity needs in exchange for the County's concurrence to exempt all active or proposed development activities* within Americana Bayside, capped at 2033 EDUs per the original RPC approval, from the infrastructure use agreement requirements under Ordinance 2577 adopted on May 22, 2018. Any properties subsequently added to the Bayside RPC must meet the requirements of Ordinance 2577. In an effort to close out one of the last "oversizing" legacy obligations on the County's record the Engineering Department reviewed the obligation with the Finance Department and both recommend acceptance of CMF Bayside LLC's proposal.



Carl M. Freeman Companies

- A. CMF Bayside LLC, Surrender of Oversizing Credits
- B. CMF Bayside LLC, Infrastructure Use Agreement Weidman Parcel
- C. Tidewater Landing LLC, Payment in lieu

August 11, 2020

- B. On August 22, 2017 the Engineering Department approved a sewer concept plan for the Weidman property. This property was not purchased by CMF Bayside LLC until May 1, 2019 and the associated construction plans were not received by the Department before March 14, 2019 long after the adoption of Ord. No. 2577 by the County Council on May 22, 2018. Therefore, the Department will require, and CMF Bayside LLC agreed to execute, an Infrastructure Use Agreement. The associated catch-up debt service contribution in the amount of \$47,984.00 is based on an additional 116 EDUs and a peaking factor of 2.332. The Department recommends approval of the attached Infrastructure Use Agreement.
- C. On April 9, 2015 the Planning & Zoning Commission granted a revised preliminary approval to the Tidewater Landing Subdivision. The County Council approved a sewer district annexation including the subdivision into the West Rehoboth Area of the Sussex County Unified Sanitary Sewer District on August 2, 2016. This was a developer-initiated annexation where the developer had contacted adjacent property owners to develop a contiguous sewer district boundary. The Resolution expanding the district boundary hence included the adjacent parcels along Robinsonville Road.

As part of the Engineering Department's concept sewer plan CMF Tidewater Landing LLC was required to provide sewer connections for the adjacent parcels. CMF Tidewater Landing LLC approached the County requesting a payment in lieu. The project cost estimate reflects a budget of \$549,900.00 and the developer has agreed to a one-time contribution in that amount. Currently no connection requests are pending, and the sewer could be extended once a majority of the parcels request service utilizing the approved design or part thereof. The Engineering Department recommends acceptance of CMF Tidewater Landing LLC's payment in lieu offer to satisfy the requirements of the Department's original plan approval.

* (Melson Commercial, Coastal Crossing Phase 2, Clubhouse, Freeman Arts Pavilion, CMFF Office Building, Village P Retail Center, BS Interior Hotel, Welcome Center expansion & Village A)



August 6, 2020

Mr. Hans M. Medlarz, P.E. Sussex County Engineer 2 The Circle | PO Box 589 Georgetown, DE 19947

RE: Americana Bayside – Infrastructure Payments and Sewer Oversizing Credit

Dear Mr. Medlarz:

Per our conversations Carl M Freeman AKA CMF Bayside LLC is agreeable to forgo and further upsizing credits for work already completed at Bayside. In doing so the County would agree that any active or proposed developments within the American Bayside RPC (Melson Commercial, Coastal Crossing Phase 2, New Clubhouse, Freeman Arts Pavilion, CMFF Office Building, Parcel P Retail Center, BS Interior Hotel, Welcome Center and expansion, & Village A) would not be subject to the infrastructure use agreement requirements under Ordinance 2577 adopted on May 22, 2018. Any properties that are subsequently added to the Bayside RPC would have to meet the requirements of Ordinance 2577.

I appreciate your consideration and willingness to work through this issue. If you should need anything as it relates to Bayside please do not hesitate to contact me anytime.

Regards,

Josh Mastrangelo

EXISTING WASTEWATER INFRASTRUCTURE USE AGREEMENT

American Bayside Weidman Parcel – IUA 1073

THIS AGREEMENT ("Agreement"), made this _____ day of _____ 2020, by and between:

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

CMF BAYSIDE LLC. a Limited Liability Corporation and developer of a project known as **Americana Bayside Weidman Parcel**, hereinafter called the "Developer."

WITNESSETH:

WHEREAS, Developer is developing a tract of land identified as Tax Map parcel 533-19.00-297.00 to be known as **Americana Bayside Weidman Parcel** ("Project") and;

WHEREAS, the Project is within the boundary of the Sussex County Unified Sanitary Sewer District (Fenwick Island 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 up to <u>116.00</u> additional equivalent dwelling units to County's existing system and to utilize the existing capacity in said system, Developer agrees to financial catch-up contribution in the amount of <u>\$47,984.00</u> 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 must be submitted prior to receiving substantial completion of the on-site pumpstation.
- (5) 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.

- (6) 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).
- (7) 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.
- (8) 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.
- (9) 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*.
- (10) 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.
- (11) 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.
- (12) 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.

- (13) 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.
- (14) 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.
- (15) 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.
- (16) 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.
- (17) This Agreement shall be executed in duplicate, any copy of which shall be considered and construed as and for the original.
- (18) 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.
- (19) 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 21 Village Green Drive, Suite 200, Ocean View Delaware 19970.

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:

Robin A. Griffith Clerk of the County Council

FOR CMF BAYSIDE LLC

By:_____(Seal) Josh Mastrangelo - Authorized Signatory

_____ (DATE)

WITNESS:

Kaycee Widen

From:	Josh Mastrangelo <jmastrangelo@cmfa.com></jmastrangelo@cmfa.com>
Sent:	Monday, July 6, 2020 9:09 AM
То:	Hans Medlarz
Cc:	Joe Conaway
Subject:	RE: Tidewater Landing - Phase 6 Updated Proposal

Hans,

Hope all is well with you. Life has certainly becoming more interesting since we started this discussion. Wanted to follow up you on the below to see if you had a chance to discuss internally. We are ready to cut the check whenever to the County.

In thinking about it, would the following be reasonable:

- 1. \$423,000 B & M Proposal
- 2. \$42,300 10% Contingency
- 3. \$63,450 15% admin and inspection fees
- 4. \$21,150 5% cost escalation

\$549,900 – total contribution from CMFA.

As always thank you for your time and I look forward to your thoughts.

Josh

From: Josh Mastrangelo
Sent: Tuesday, March 24, 2020 2:46 PM
To: Hans Medlarz <hans.medlarz@sussexcountyde.gov>
Cc: Joe Conaway <jconaway@hotmail.com>
Subject: RE: Tidewater Landing - Phase 6 Updated Proposal

Sounds good. Thank you!

From: Hans Medlarz <<u>hans.medlarz@sussexcountyde.gov</u>>
Sent: Tuesday, March 24, 2020 2:26 PM
To: Josh Mastrangelo <<u>jmastrangelo@cmfa.com</u>>
Cc: Joe Conaway <<u>jconaway@hotmail.com</u>>
Subject: RE: Tidewater Landing - Phase 6 Updated Proposal

Good afternoon Josh,

you are correct the County is facing a few challenges. However, we appreciate you following up on our meeting. In speaking with the County's Finance Director we agreed that a fair 2020 contribution could be acceptable and would be held in "escrow" to cover possible future County obligations.

I will forward the estimate to our construction team for verification of quantities and comparison with recent bids received with the understanding that Freeman Companies has a longstanding relationship with Bunting & Murray. Once accepted in its current or modified form we would have to add the Code required inspection and admin costs which would apply whether the project is accomplished by Freeman or the County. We should have our comments ready by next week.

Regards, Hans

Hans Medlarz, P.E. Sussex County Engineer 302-855-7728

From: Josh Mastrangelo <jmastrangelo@cmfa.com>
Sent: Tuesday, March 24, 2020 12:03 PM
To: Hans Medlarz <<u>hans.medlarz@sussexcountyde.gov</u>>
Cc: Joe Conaway <<u>jconaway@hotmail.com</u>>
Subject: Tidewater Landing - Phase 6 Updated Proposal

Hans,

Thank you again for your time to discuss both Bayside and Tidewater Landing. While there are many other things happening in our daily lives with greater importance, I did want to follow up on Tidewater Landing as share the attached and updated proposal from Bunting & Murray. As discussed, Freeman is willing to pay this cost in cash for the County to reserve for this work or revision thereof or to use for other upgrades within the district as determined solely by Council, you and your staff.

Let me know your thinking on this when you have a chance.

Thank you!

Josh

Joshua M. Mastrangelo Senior Vice President

MPANIES

21 Village Green Drive, Suite 200 Ocean View, DE 19970 Direct: (302) 616-4690 Email: jm@cmfa.com

www.freemancompanies.com

Carl M Freeman Companies Disclaimer: The content of this email is confidential and intended for the recipient specified in message only. It is strictly forbidden to share any part of this message with any third party, without a prior written consent of the sender. If you received this message by mistake, please reply to this message and follow with its deletion, so that we can ensure such a mistake does not occur in the future. Thank you and we apologize for any inconvenience.

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DELAWARE sussexcountyde.gov

HANS M. MEDLARZ, P.E. COUNTY ENGINEER

Memorandum

- TO: Sussex County Council The Honorable Michael H. Vincent, President The Honorable Irwin G. Burton III, Vice President The Honorable Douglas B. Hudson The Honorable John L. Rieley The Honorable Samuel R. Wilson, Jr.
- FROM: Hans Medlarz, County Engineer
- RE: Chesapeake Utilities Corporation A. Granting of NG Utility Easement on parcel 234-11.00-56.11 B. Granting of NG Utility Easement on parcel 135-20.00-75.00
- DATE: August 11, 2020
 - A. Sussex County has a well-established relationship with Eastern Shore Natural Gas and Chesapeake Utilities Corporation. The latter is extending natural gas service on RT-24 from Angola Road to Hollymount Road ahead of the DelDOT road improvements. Part of this natural gas service expansion is the crossing of Chapel Branch. The County's sewer transmission main occupies the west side of the State right-of-way and Tidewater Utilities has an easement parallel to the County's main on that side as well. Chesapeake Utilities Corporation is requesting an easement for their gas main installation on Parcel 234-11.00-56.11 which was recently acquired by Sussex County.

The attached easement agreement delineates the requested area. The Engineering Department calculated the compensation based on the area encumbered, the price per square foot paid and the discount for easements versus fee simple acquisitions. The Department recommends the granting of the easement to Chesapeake Utilities Corporation in exchange for payment of \$7,551.00.

B. In order to provide all utilities desired by businesses to the Coastal Business Park as well as the Airport the County Council approved a natural gas Customer Advance Agreement with Chesapeake Utilities Corporation. It provides for an equal capital cost



Chesapeake Utilities Corporation

A. Granting of NG Utility Easement on parcel 234-11.00-56.11

B. Granting of NG Utility Easement on parcel 135-20.00-75.00

share between the parties as well as a 5-year potential reimbursement opportunity for the County based on actual gas consumption.

Chesapeake Utilities needs to install a 2" service to the DE State Fire Marshal's office at the business park. At one time they proposed routing the service through the middle of an adjoining area the County considers for future potential development. They hence moved the service line closer to the right-of-way but have an issue w/ DelDOT's improvements to Park Avenue because DelDOT intends to secure additional right-of-way along Park Avenue in phase 2 of the improvements. If Chesapeake Utilities locates the service in the existing right-of-way, they must relocate in the future. Therefore, the Engineering Department suggested an easement parallel with the right-of-way. Chesapeake requested granting of the easement at the "cost of appraisal" valuation. The Department concurs and recommends the granting of the easement to Chesapeake Utilities Corporation in exchange for payment of \$2,000.00. Prepared by and Return to: Chesapeake Utilities 500 Energy Lane, Suite 100 Dover, DE 19947

NATURAL GAS UTILITY EASEMENT

This is a Utility Easement made the ____ day of _____, 2020, by and between: Sussex County, a political subdivision of the State of Delaware, of P.O. Box 589, Georgetown, Delaware 19947, hereinafter referred to as "Grantor",

-AND-

CHESAPEAKE UTILITIES, A corporation of the State of Delaware, of 500 Energy Lane, Suite 100, Dover, DE 19901, hereinafter referred to as "Grantee",

WITNESSETH

For and in consideration of the sum of Seven Thousand Five Hundred Fifty One Dollars (\$7,551.00), the receipt of which is hereby acknowledged and other good and valuable consideration, the Grantor has this day agrees to sell, convey, transfer and deliver to the Grantee, a permanent easement and right of way, being more particularly described in Exhibit A, dated July 21, 2020 prepared by Chesapeake Utilities attached hereto, including a perpetual right to enter upon the real estate hereinafter at any time that it may see fit and to construct, maintain and repair underground pipelines and above ground improvements for purpose of conveying natural gas under the lands owned by the Grantor, together with the right to excavate and the duty to refill trenches for the location of said pipelines; the right to remove trees, bushes, and undergrowth, and maintenance of said pipelines and to keep the area within the permanent easement perpetually free and clear of everything that would obstruct in any way the maintenance, repair or replacement of said above and below ground improvements.

Chesapeake Utilities shall obtain the approval of Sussex County prior to entering onto the property prior to commencement of any site work or construction on the property.

Sussex County shall have the right and authority to require Chesapeake Utilities, upon reasonable notice, to relocate or terminate this easement in the event Sussex County determines that the easement, or Chesapeake Utilities' work in the easement area, interferes with or hinders use or development of Sussex County's property, or otherwise violates any federal, state, or local laws.

At termination of construction, repair, or restoration, Grantee agrees to restore said area of construction to its present condition and otherwise agrees to pay the reasonable costs of restoration.

Grantee shall indemnify and hold harmless Grantor, including its elected and appointed officials, directors, employees and agents, and their successors and assigns, against any loss or damage which shall be caused by the act or omission of the Grantee in the exercise of its rights under this easement.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year aforesaid.

SUSSEX COUNTY

Witness

By:____

Michael H. Vincent President of Sussex County Council

STATE OF DELAWARE : : SS COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this _____ day of ______, 2020, personally appeared before me, the Subscribe, a Notary Public for the State and County aforesaid, <u>Michael H. Vincent</u>, President of Sussex County Council, of SUSSEX COUNTY, a political subdivision of The State of Delaware, party to this indenture, known to me personally to be such, and acknowledged this indenture to be his act and deed, and the act and the deed of the said political subdivision that the signature of the President is in his own proper handwriting; that the seal affixed is the common and corporate seal of the said political subdivision duly affixed by its authority, and that the act of signing, sealing, acknowledging and delivering the said indenture was first duly authorized by said political subdivision.

GIVEN under my hand and seal of office, the day and year aforesaid.

Notary Public

Commission Expires:

CHESAPEAKE UTILITIES

By:_____

Shane Breakie Vice President of Chesapeake Utilities

STATE OF DELAWARE : : SS COUNTY OF KENT :

BE IT REMEMBERED, that on this <u>day of</u>, 2020, personally appeared before me, the Subscribe, a Notary Public for the State and County aforesaid, <u>Shane Breakie</u>, known or satisfactorily proven to me to be the Vice President of Chesapeake Utilities, party to the foregoing agreement, and acknowledged that, in his capacity of such, he executed this agreement in his own hand for Chesapeake Utilities.

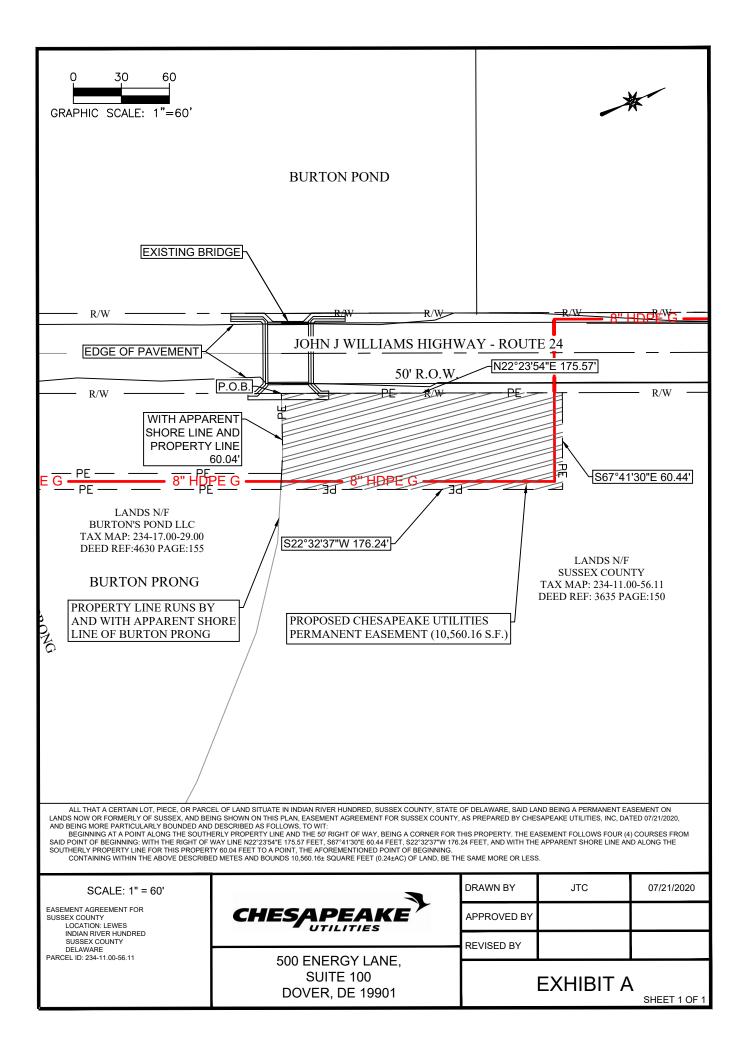
GIVEN under my hand and seal of office, the day and year aforesaid.

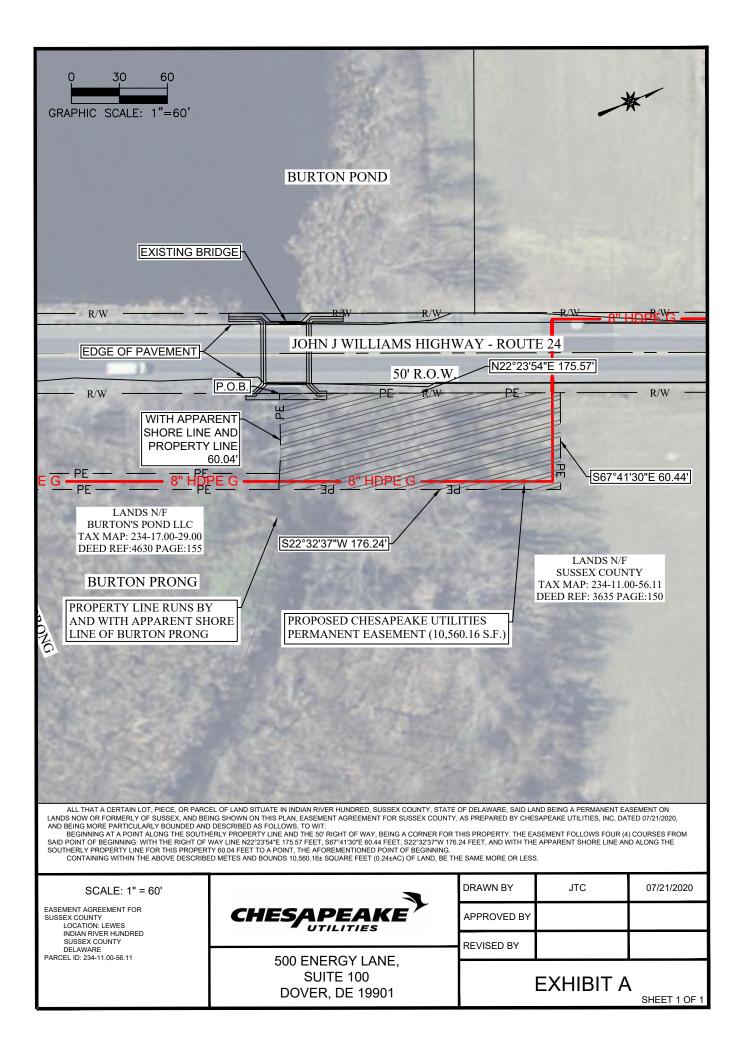
Notary Public

Name:

Commission Expires:

Witness







August 5, 2020

Mr. Hans Medlarz, P.E. Sussex County Engineer Sussex County Administrative Office Building, 3rd Floor 2 The Circle PO Box 589 Georgetown, DE 19947

RE: DELAWARE COASTAL AIRPORT / EASEMENT AGREEMENT / NATURAL GAS SERVICE TO DELAWARE STATE FIRE MARSHAL OFFICE Georgetown, DE Chesapeake Utilities Project No.: 2019.064.10

Dear Mr. Medlarz:

Chesapeake Utilities has signed an agreement with the State of Delaware to provide natural gas service to the Delaware State Fire Marshal's Office (DSFM). Our plan is to extend a service from Eastern Shore Natural Gas' city gate (Sussex Avenue) along Park Avenue to DSFM. Since DelDOT is in the design phase for improvements to Park Avenue, I am requesting a 10-ft. wide permanent easement from Sussex County.

It is my understanding the cost for an appraisal is approximately \$2,000. I request Sussex County Council give consideration of the easement for the cost of the appraisal.

If you have any questions or need additional information, please contact me at 302.213.7455 or via email at giones@chpk.com.

Sincerely,

anor S. Nor

Garth E. Jones, P.E. Engineering Manager – Planning & Design

Prepared by and Return to: Chesapeake Utilities 500 Energy Lane, Suite 100 Dover, DE 19947

NATURAL GAS UTILITY EASEMENT

This is a Utility Easement made the ____ day of _____, 2020, by and between: Sussex County, a political subdivision of the State of Delaware, of P.O. Box 589, Georgetown, Delaware 19947, hereinafter referred to as "Grantor",

-AND-

CHESAPEAKE UTILITIES, A corporation of the State of Delaware, of 500 Energy Lane, Suite 100, Dover, DE 19901, hereinafter referred to as "Grantee",

WITNESSETH

For and in consideration of the sum of Two Thousand Dollars (\$2,000.00), the receipt of which is hereby acknowledged and other good and valuable consideration, the Grantor has this day agrees to sell, convey, transfer and deliver to the Grantee, a permanent easement and right of way, being more particularly described in Exhibit A, dated August 5, 2020 prepared by Chesapeake Utilities attached hereto, including a perpetual right to enter upon the real estate hereinafter at any time that it may see fit and to construct, maintain and repair underground pipelines and above ground improvements for purpose of conveying natural gas under the lands owned by the Grantor, together with the right to excavate and the duty to refill trenches for the location of said pipelines; the right to remove trees, bushes, and undergrowth, and maintenance of said pipelines and to keep the area within the permanent easement perpetually free and clear of everything that would obstruct in any way the maintenance, repair or replacement of said above and below ground improvements.

Chesapeake Utilities shall obtain the approval of Sussex County prior to entering onto the property prior to commencement of any site work or construction on the property.

Sussex County shall have the right and authority to require Chesapeake Utilities, upon reasonable notice, to relocate or terminate this easement in the event Sussex County determines that the easement, or Chesapeake Utilities' work in the easement area, interferes with or hinders use or development of Sussex County's property, or otherwise violates any federal, state, or local laws.

At termination of construction, repair, or restoration, Grantee agrees to restore said area of construction to its present condition and otherwise agrees to pay the reasonable costs of restoration.

Grantee shall indemnify and hold harmless Grantor, including its elected and appointed officials, directors, employees and agents, and their successors and assigns, against any loss or damage which shall be caused by the act or omission of the Grantee in the exercise of its rights under this easement.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year aforesaid.

SUSSEX COUNTY

Witness

By:____

Michael H. Vincent President of Sussex County Council

STATE OF DELAWARE : : SS COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this _____ day of ______, 2020, personally appeared before me, the Subscribe, a Notary Public for the State and County aforesaid, <u>Michael H. Vincent</u>, President of Sussex County Council, of SUSSEX COUNTY, a political subdivision of The State of Delaware, party to this indenture, known to me personally to be such, and acknowledged this indenture to be his act and deed, and the act and the deed of the said political subdivision that the signature of the President is in his own proper handwriting; that the seal affixed is the common and corporate seal of the said political subdivision duly affixed by its authority, and that the act of signing, sealing, acknowledging and delivering the said indenture was first duly authorized by said political subdivision.

GIVEN under my hand and seal of office, the day and year aforesaid.

Notary Public

Commission Expires:

CHESAPEAKE UTILITIES

By:_____

Shane Breakie Vice President of Chesapeake Utilities

STATE OF DELAWARE : : SS COUNTY OF KENT :

BE IT REMEMBERED, that on this <u>day of</u>, 2020, personally appeared before me, the Subscribe, a Notary Public for the State and County aforesaid, <u>Shane Breakie</u>, known or satisfactorily proven to me to be the Vice President of Chesapeake Utilities, party to the foregoing agreement, and acknowledged that, in his capacity of such, he executed this agreement in his own hand for Chesapeake Utilities.

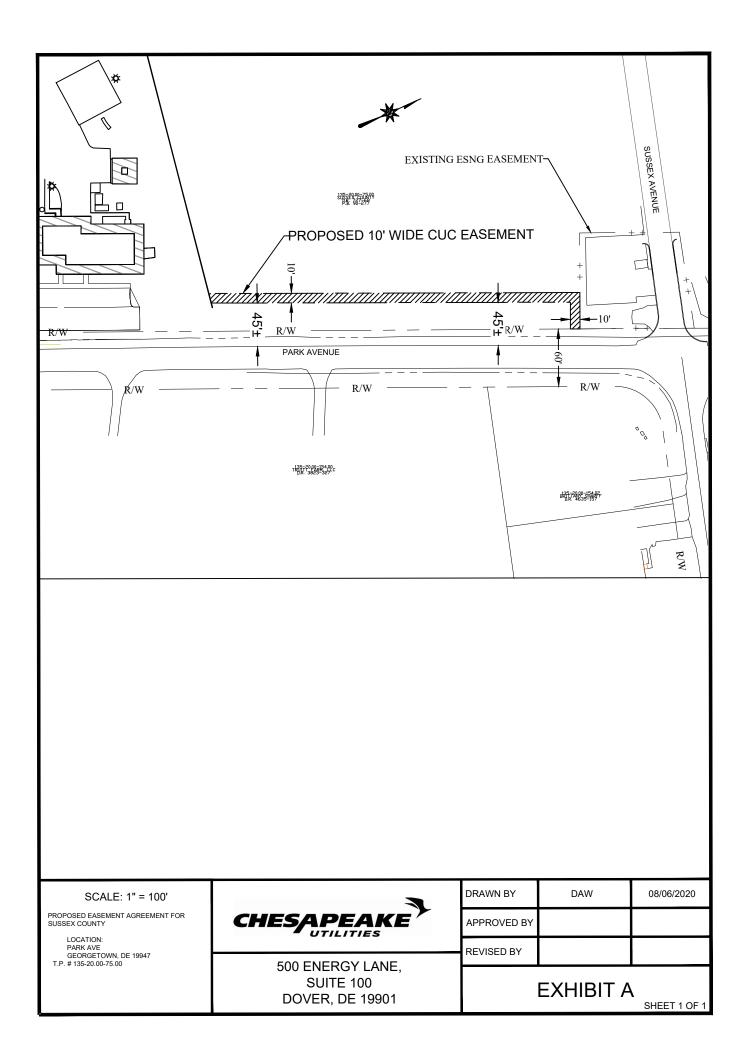
GIVEN under my hand and seal of office, the day and year aforesaid.

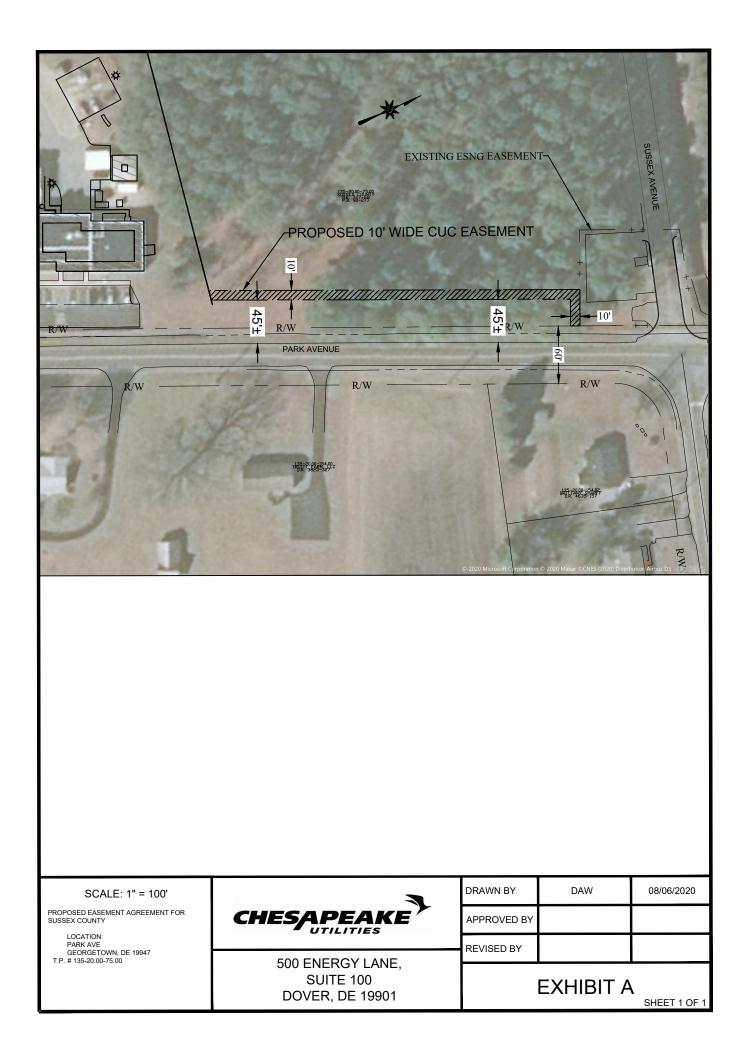
Notary Public

Name:

Commission Expires:

Witness





ENGINEERING DEPARTMENT

ADMINISTRATION AIRPORT & INDUSTRIAL PARK	(302) 855-7718 (302) 855-7774
ENVIRONMENTAL SERVICES	(302) 855-7730
PUBLIC WORKS	(302) 855-7703
RECORDS MANAGEMENT	(302) 854-5033
UTILITY ENGINEERING	(302) 855-7717
UTILITY PERMITS	(302) 855-7719
UTILITY PLANNING	(302) 855-1299
FAX	(302) 853-5881





DELAWARE sussexcountyde.gov

HANS M. MEDLARZ, P.E. COUNTY ENGINEER

Memorandum

- TO: Sussex County Council The Honorable Michael H. Vincent, President The Honorable Irwin G. Burton III, Vice President The Honorable Douglas B. Hudson The Honorable John L. Rieley The Honorable Samuel R. Wilson, Jr.
- FROM: Hans Medlarz, P.E., County Engineer
- RE: Herring Creek & Chapel Branch Sanitary Sewer Districts with Robinsonville Road Development Area Pump Stations, Project S20-06 A. Change Order No. 1
- DATE: August 11, 2020

On August 2, 2016, County Council created the Herring Creek Area Expansion of the Sussex County Unified Sewer District. On October 2, 2018, County Council approved WRA Associates, Inc.'s professional services Amendment No. 1 under the Herring Creek base contract for the final design followed by an approval on November 19, 2019 for the contract administration and inspection of Project S20-06.

On March 20, 2017, the Finance Department filed an overall funding application for approximately \$20,500,000 with USDA/Rural Development, Rural Utility Service. Ultimately USDA funding was obligated over three (3) funding cycles. Due to the size of the project USDA requested a phasing plan. Phase 1 encompasses the pump stations and pressure mains, Phase 2 provides the sewer collection system off Sloan Road, Phase 3 provides the collection system for all minor and major subdivisions off Banks Road and Phase 4 includes the collection system in the Winding Creek Village subdivision.

In addition to the Herring Creek pump stations, the County was pursuing design and construction of two (2) County funded pump stations in the Chapel Branch Sewer District Area as well as the 3rd party funded pump station in the greater Robinsonville Road area. In an attempt to obtain the best pricing, the Engineering Department packaged these stations together with the Herring Creek ones after obtaining USDA concurrence for a joint bid with separate bid items for each station.



The overall contract was publicly advertised and on September 19, 2019, six (6) bids were received. On October 8, 2019 County Council awarded the contract to Chesapeake Turf, LLC in the amount of \$5,256,760.00. The contract started in the fall of 2019 and is on schedule.

One of the pump stations is located at the end of Bay Hollow Drive next to a boat ramp access lagoon off the upper reaches of the southern arm of Burton Prong in the Herring Creek watershed.

On July 10, 2020, during tropical storm Faye, a bank failure occurred not caused by an "overtopping" of the bank event, but a "blow" at mid slope next to the construction site. Approximately 90 -feet of lagoon bank was affected including the rip-rap toe. The Engineering Department requested a change order proposal to repair the damaged section in kind plus a diversion berm to direct any sheet flow away from the top of bank with fiber matting to allow slope re-vegetation to prevent future failures. The change order request is based on a combination of fixed pricing and one rip-rap unit price with a quantity of 130 tons. For implementation the Department requested an emergency authorization for the lagoon damage remediation which was issued by DNREC on July 25, 2020. The contractor Chesapeake Turf, Inc. is experienced in that type of work and the necessary equipment including crane is mobilized to the site.

The Engineering Department now recommends authorizing Change Order No. 1 in the not to exceed amount of \$51,460.00 to Chesapeake Turf, LLC <u>contingent upon USDA</u> concurrence.



Change Order No. 1

Date of Issuance:	8/11/20	Effective Date:
Owner: Susse	ex County	Owner's Contract No.:
Contractor: Chesa	apeake Turf, LLC	Contractor's Project No.
Engineer: Whitn	nan, Requardt & Associates	Engineer's Project No.:
	ng Creek Sanitary Sewer District with Crest & Chapel Green: Pumping Stations	Contract Name:

8/11/20 S20-06).:

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

Canal Bank Stabilization Repairs

Attachments: PCO #10

CHANGE IN CONTRACT I	PRICE		-	-	N CONTRACT TIMES
			[note ch	anges ir	n Milestones if applicable]
Original Contract Price:			Original Contract		
			Substantial Comp	letion:	2/15/21
\$ <u>5,256,760.00</u>			Ready for Final Pa	ayment	
					400 calendar days
Increase from previously approved Cha	ange Ord	ers No.	Increase from pre	eviously	approved Change Orders No.
to No:			<u>N/A</u> to No	:	
			Substantial Comp	letion:	2/15/21
\$ <u>0</u>			Ready for Final P	ayment	
					400 calendar days
Contract Price prior to this Change Ord	er:		Contract Times p	rior to t	his Change Order:
			Substantial Comp	letion:	2/15/21
\$ <u>5,256,760.00</u>			Ready for Final Pa	ayment	
					400 calendar days
Increase of this Change Order:			[Increase] [Decre	ase] of	this Change Order: 0 days
			Substantial Comp	oletion:	2/15/21
\$ <u>51,460.00</u>			Ready for Final Pa	ayment	:
					400 calendar days
Contract Price incorporating this Change	ge Order:	:	Contract Times w	ith all a	pproved Change Orders:
			Substantial Comp	oletion:	2/15/21
\$ <u>5,308,220.00</u>			Ready for Final Pa	ayment	
					400 calendar days
RECOMMENDED:		ACCE	PTED:		ACCEPTED:
Ву:	By:			By:	
Engineer (if required)		Owner (Aut	horized Signature)	_	Contractor (Authorized Signature)
Title:	Title			Title	
Date:	Date			Date	
Approved by Funding Agency (if applicable)					
By:			Date:		
Title:					

CHESAPEAKE TURF, LLC P.O. Box 2696, Salisbury, MD 21802-2696

HESAPEAA

TURF LLC

Order#: 10

410-341-4363 Fax: 866-809-9185 info@chesapeaketurf.com	-	Order Date: 07/16/2020				
To: Sussex County Council	Project:	S20-06				
2 The Circle P.O. Box 589 Georgetown DE 19947		Herring Creek Sanitary Sewer Multiple Addresses Sussex County Millsboro DE 19966				
The contractor agrees to perform and the owner agrees to bay for the following changes to this contract.		Plans Attached				
Ordered By: 105 Debra Davis Customer Orde	er:	Specifications Attached				
Description of Work		Amount				
urbidity Curtain Installed (if required) Installation of 100 foot by 6 foot turbidity curtain with anchor po		4,600.00				
Clearing trees & Clear & Grub slope Cut down existing trees for equipment access and remove exists soils from water as directed and disposal off site. Discounted 2						
soils from water as directed and disposal off site. Discounted lope Stabilization & Repair Install approximately 84cy of replacement backfill to rebuild slo	·	ns 9,300.00				
stabilization blanket to retain soils and prevent erosion. Installation of Rip Rap						
Installation of R-5 Rip Rap at toe and R-5 or R-4 on slope to match existing.TBDQuantity has been estimated at 130 tons but due to the lack of underwater survey\$150/tonactual quantity to be determined based upon weigh tickets of actual tonnagereceived and installed.						
Installation Unit Price of \$150/ton Final amount to be determin	ned based on actua	al.				
Installation of Landscape Berm (Alternate) 9,460.00 Installation of 450 linear foot landscape berm at the top of the slope to divert water directly into the creek and to prevent future erosion of canal bank from the county's utility easement. This seeded landscape berm will be approximately 3 feet wide and						
1 foot tall to facilitate mowing with residential lawn mower.	nately 5 leet wide	and				

Negative changes will lower the overall contract price requiring no additional payment by owner.	Requested Amount of Change	31,960.00	
The original Contract Sum was		. 5,256,760).00
Net change by previous Change Orders	C	0.00	
The Contract Sum prior to this Change Or	-der).00
The Contract Sum will be changed by this).00	
The new Contract Sum including this Cha	. 5,288,720).00	
The Contract Time will be changed by		0 D	ays
Owner:	Date:		
Contractor:	Date:		



STATE OF DELAWARE DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL DIVISION OF WATER BICHARDSON & PORDING PUM DING

WETLANDS & SUBAQUEOUS LANDS DIVISION OF WATER Richardson & Robbins Building 89 Kings Highway Dover, Delaware 19901

PHONE (302) 739-9943

July 24, 2020

Sussex County Engineering Department C/o: Hans Medlarz 2 The Circle, P.O. Box 589 Georgetown, DE 19947 Waiver Authorization No.: WA-265/20 Date of Issuance: 7/24/2020 Expiration Date: 1/24/2021 Tax Parcel: N/A

RE: Emergency Waiver – WA-265/20 Millsboro, Sussex County, Delaware

Dear Mr. Medlarz:

By this letter, the Wetlands and Subaqueous Lands Section (WSLS) grants the Sussex County Engineering Department an Emergency Waiver for bank slope stabilization repairs along approximately ninety (90) linear feet an unnamed lagoon, tributary to Burtons Prong in Millsboro, Sussex County, Delaware.

The proposed work includes the repairs to both north and south banks of an unnamed lagoon. Additional information providing sufficient justification for this waiver was included in your email dated July 20, 2020 and attached hereto.

This Emergency Waiver is granted in accordance with Section 7205 (c2) and (c3) of the <u>Subaqueous</u> <u>Lands Act</u>, which authorizes the waiver of certain provisions of the regulation to ensure public safety and to prevent catastrophic damage, or loss of major infrastructure. Portions of the application and the public notice typically required by the <u>Subaqueous Lands Act</u> have been hereby waived to expedite these bank repairs, as a result of Tropical Storm Faye, to restore stabilization and navigability.

Emergency Waiver Granted to the Sussex Eounty Engineering Department Authorizing bank stabilization repairs Along 90 linear feet of an unnamed lagoon tributary to Herring Creek, Millsboro, Sussex County, Delaware

Sincerely,

Steven M. Smailer Environmental Program Administrator

From:	Hans Medlarz
To:	Smailer, Steven M. (DNREC)
Cc:	Brad Hawkes
Subject:	PS 422, Lagoon bank restoration
Date:	Monday, July 20, 2020 4:28:27 PM
Attachments:	image001.png PCO #10 - PS422 Canal Bank Repairs 071720.PDF Herring Creek Lagoon exhibit 1.pdf Herring Creek Lagoon exhibit 2.pdf

Good afternoon Steve:

Following up on our discussion last week, Sussex County is requesting emergency authorization of lagoon damage remediation caused by tropical storm Faye. The damage occurred in an unnamed lagoon off the upper reaches of the southern arm of Burton Prong in the Herring Creek watershed. Tropical storm Faye's rain fall started on 7/10/2020 at approximately 6:00am lasting until 4:00pm and totaling 6.4 – inches of precipitation as recorded at our wastewater treatment plant a couple of miles away.

The County is constructing a pump station under the Herring Creek project at the end of Bay Hollow Drive. The project has SCD approval and all S&C measures were in place. The failure was not caused by an "overtopping" of the bank event but a "blow" at mid slope. Approximately 90 -feet of lagoon bank are somewhat affected with some subsections worse than others. The original bank slope was most likely 2:1 although other unaffected segments may be even steeper. The toe of the compromised slope is reinforced with rip-rap which is now under water.

We are proposing the attached change order scope to repair the damage section in kind plus a diversion berm to direct any sheet flow away from the top of bank. We will use the turbidity curtain option and coconut fiber matting to allow vegetation to establish itself. The contractor Chesapeake Turf, Inc. is experienced in that type of work and the necessary equipment including crane is mobilized to the site.

Time is of the essence since boating access to a number of slips and a boat launch is limited. In addition, the work wants to be accomplished before the pulling of sheet piles since the associated vibration may compromise a unrestored bank further. This activity is scheduled for next week.

Please contact me for any follow-up question and thank you for your assistance.

Regards, Hans

Hans M. Medlarz, P.E. Sussex County Engineer 2 The Circle | PO Box 589 Georgetown, DE 19947 <u>hans.medlarz@sussexcountyde.gov</u> (302) 855-7728

ENGINEERING DEPARTMENT

ADMINISTRATION	(302) 855-7718
AIRPORT & INDUSTRIAL PARK	(302) 855-7774
ENVIRONMENTAL SERVICES	(302) 855-7730
PUBLIC WORKS	(302) 855-7703
RECORDS MANAGEMENT	(302) 854-5033
UTILITY ENGINEERING	(302) 855-7717
UTILITY PERMITS	(302) 855-7719
UTILITY PLANNING	(302) 855-1299
FAX	(302) 853-5881





DELAWARE sussexcountyde.gov

HANS M. MEDLARZ, P.E. COUNTY ENGINEER

Memorandum

TO: Sussex County Council The Honorable Michael H. Vincent, President The Honorable Irwin G. Burton III, Vice President The Honorable Douglas B. Hudson The Honorable John L. Rieley The Honorable Samuel R. Wilson, Jr.

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

RE: Herring Creek Sanitary Sewer District: North Gravity Sewer and Force Main, Project S20-07 A. Recommendation to Award

DATE: August 11, 2020

On August 2, 2016, County Council created the Herring Creek Area Expansion of the Sussex County Unified Sewer District. On October 2, 2018, County Council approved WRA Associates, Inc.'s professional services Amendment No. 1 under the Herring Creek base contract for the final design followed by an approval on November 19, 2019 for the contract administration and inspection of Project S20-06 exclusively. The Department is still in negotiations with the consultants on the scope of services required during construction for Project S20-07.

On March 20, 2017, the Finance Department filed an overall funding application for approximately \$20,500,000 with USDA/Rural Development, Rural Utility Service. Ultimately USDA funding was obligated over three (3) funding cycles. Due to the size of the project USDA requested a phasing plan. Phase 1 encompasses the pump stations and pressure mains, Phase 2 provides the sewer collection system off Sloan Road, Phase 3 provides the collection system for all minor and major subdivisions off Banks Road and Phase 4 includes the collection system in the Winding Creek Village subdivision.

On October 8, 2019, the Herring Creek Sanitary Sewer District Phase I project was awarded to Chesapeake Turf, LLC in the amount of \$5,256,760.00.

On June 25, 2020, bids for the North Gravity Sewer and Force Main, Project S20-07 were publicly advertised, forwarded directly to contractors and made available on the County website. Twelve (12) plan holders attended the pre-bid and on July 23, 2020, eight (8) bids



were received. JJID, Inc, of Bear, Delaware submitted the low base bid of \$5,091,000.00. The low bid was within very close to the pre-bid cost estimate and the overall project cost numbers have been adjusted accordingly. All projects have some built in contingencies, but most likely some supplemental federal funding will be required.

The Engineering Department is familiar with the contractor's expertise and recommends awarding the project to JJID, Inc. in the amount of \$5,091,000.00, <u>contingent upon USDA</u> concurrence.

BID SCHEDULE	Pact One, LLC	George & Lynch	A-Del Construction	Joao & Bradley Construction Co.
	Ringoes, NJ	Dover, DE	Newark, DE	Bethlehem, PA
PART A SUBTOTAL	\$6,851,650.00	\$4,661,628.00	\$5,666,790.00	\$7,092,125.00
PART B SUBTOTAL	\$100,900.00	\$100,900.00	\$100,900.00	\$100,900.00
PART C SUBTOTAL	\$387,500.00	\$357,746.00	\$486,000.00	\$594,475.00
Project Base Bid Total	\$7,340,050.00	\$5,120,274.00	\$6,253,690.00	\$7,787,500.00

BID SCHEDULE	JJID, Inc. Bear, DE	ECM Corporation Jessup, MD	Teal Construction, Inc. Dover, DE	Eastern States Construction Service, Inc. Wilmington, DE
PART A SUBTOTAL	\$4,579,100.00	\$6,674,571.00	\$4,710,168.00	\$7,820,845.00
PART B SUBTOTAL	\$100,900.00	\$100,900.00	\$100,900.00	\$100,900.00
PART C SUBTOTAL	\$411,000.00	\$146,250.00	\$427,170.00	\$621,375.00
Project Base Bid Total	\$5,091,000.00	\$6,921,721.00	\$5,238,238.00	\$8,543,120.00

									Joao & Bradley Construction								Eastern States	Construction		
						One, LLC joes, NJ		e & Lynch ver, DE		nstruction rk, DE	C Bethleh		JJID, I Bear,		ECM Corj Jessu		Teal Constr Dove		Servic Wilming	
	Description	Size	Unit	Quantity	Unit Price	Item Total		Item Total			Unit Price		Unit Price	Item Total	Unit Price	Item Total		Item Total		Item Total
Part A	Herring Creek Sanitary Sewer District (HCSSD): North Gravity Sewer and Force Main, Contract S 20-07																			
A-1	Mobilization		LS	1	\$30,000.00	\$30,000.00	\$251,072.00	\$251,072.00	\$312,000.00	\$312,000.00	\$325,000.00	\$325,000.00	\$200,000.00	\$200,000.00	\$328,177.00	\$328,177.00	\$128,961.00	\$128,961.00	\$265,000.00	\$265,000.00
A-2	Furnish and Install Precast Manholes Complete and In Place	4'	VF	538	\$500.00	\$269,000.00	\$670.00	\$360,460.00	\$665.00	\$357,770.00	\$325.00	\$174,850.00	\$375.00	\$201,750.00	\$953.00	\$512,714.00	\$400.00	\$215,200.00	\$1,000.00	\$538,000.00
A-3	Furnish and Install Precast Manholes Complete and In Place	5'	VF	64	\$700.00	\$44,800.00	\$838.00	\$53,632.00	\$1,100.00	\$70,400.00	\$550.00	\$35,200.00	\$900.00	\$57,600.00	\$1,650.00	\$105,600.00	\$990.00	\$63,360.00	\$780.00	\$49,920.00
A-4	Furnish and Install Drop Connection	8"	EA	5	\$1,000.00	\$5,000.00	\$2,573.00	\$12,865.00	\$1,030.00	\$5,150.00	\$1,800.00	\$9,000.00	\$1,600.00	\$8,000.00	\$3,000.00	\$15,000.00	\$1,554.00	\$7,770.00	\$2,000.00	\$10,000.00
A-5	Furnish and Install Terminal Cleanouts	8"	EA	8	\$1,000.00	\$8,000.00	\$1,105.00	\$8,840.00	\$940.00	\$7,520.00	\$1,300.00	\$10,400.00	\$1,600.00	\$12,800.00	\$1,900.00	\$15,200.00	\$809.00	\$6,472.00	\$1,150.00	\$9,200.00
A-6	Furnish and Install House Lateral Cleanouts	6"	EA	222	\$500.00	\$111,000.00	\$704.00	\$156,288.00	\$600.00	\$133,200.00	\$600.00	\$133,200.00	\$825.00	\$183,150.00	\$2,290.00	\$508,380.00	\$477.00	\$105,894.00	\$700.00	\$155,400.00
A-7	Furnish and Install Manhole Frames and Covers		EA	75	\$300.00	\$22,500.00	\$720.00	\$54,000.00	\$630.00	\$47,250.00	\$950.00	\$71,250.00	\$900.00	\$67,500.00	\$500.00	\$37,500.00	\$979.00	\$73,425.00	\$1,385.00	\$103,875.00
A-8	Furnish and Install PVC Lateral	6"	LF	5,800	\$65.00	\$377,000.00	\$59.00	\$342,200.00	\$70.00	\$406,000.00	\$80.00	\$464,000.00	\$40.00	\$232,000.00	\$135.00	\$783,000.00	\$33.00	\$191,400.00	\$115.00	\$667,000.00
A-9	Furnish and Install PVC Gravity Sewer	8"	LF	20,000	\$195.00	\$3,900,000.00	\$93.45	\$1,869,000.00	\$118.50	\$2,370,000.00	\$190.00	\$3,800,000.00	\$92.00	\$1,840,000.00	\$120.00	\$2,400,000.00	\$110.00	\$2,200,000.00	\$179.00	\$3,580,000.00
A-10	Furnish and Install PVC Wye Branches	8"x6"	EA	220	\$100.00	\$22,000.00	\$327.00	\$71,940.00	\$606.00	\$133,320.00	\$150.00	\$33,000.00	\$350.00	\$77,000.00	\$350.00	\$77,000.00	\$307.00	\$67,540.00	\$620.00	\$136,400.00
A-11	Furnish and Install Combination ARV and Manhole	2"	EA	3	\$6,000.00	\$18,000.00	\$13,374.00	\$40,122.00	\$10,350.00	\$31,050.00	\$9,000.00	\$27,000.00	\$16,000.00	\$48,000.00	\$12,000.00	\$36,000.00	\$9,862.00	\$29,586.00	\$17,000.00	\$51,000.00
A-12	Furnish and Install Simplex Grinder Pump (Complete)		EA	19	\$8,000.00	\$152,000.00	\$11,429.00	\$217,151.00	\$13,000.00	\$247,000.00	\$11,000.00	\$209,000.00	\$15,500.00	\$294,500.00	\$17,000.00	\$323,000.00	\$10,642.00	\$202,198.00	\$16,000.00	\$304,000.00
A-13		3"	SY	29,000	\$20.00	\$580,000.00	\$15.31	\$443,990.00	\$15.35	\$445,150.00	\$24.00	\$696,000.00	\$17.00	\$493,000.00	\$13.00	\$377,000.00	\$18.00	\$522,000.00	\$17.00	\$493,000.00
A-14	Furnish and Install Type C Hotmix	2"	SY	20,300	\$16.00	\$324,800.00	\$10.07	\$204,421.00	\$12.15	\$246,645.00	\$16.50	\$334,950.00	\$12.00	\$243,600.00	\$14.00	\$284,200.00	\$12.00	\$243,600.00	\$12.00	\$243,600.00
A-15	Record Drawings	2.5"	LS	1	\$5,000.00	\$5,000.00	\$19,745.00	\$19,745.00	\$4,500.00	\$4,500.00	\$20,000.00	\$20,000.00	\$5,000.00	\$5,000.00	\$50,000.00	\$50,000.00	\$21,181.00	\$21,181.00	\$12,500.00	\$12,500.00
A-16		1 1/4"	LF	2,000	\$60.00	\$120,000.00	\$28.03	\$56,060.00	\$25.00	\$50,000.00	\$65.00	\$130,000.00	\$19.00	\$38,000.00	\$15.00	\$30,000.00	\$20.00	\$40,000.00	\$40.00	\$80,000.00
A-17		1.5"	LF	900	\$62.00	\$55,800.00	\$28.34	\$25,506.00	\$25.65	\$23,085.00	\$25.00	\$22,500.00	\$21.00	\$18,900.00	\$16.00	\$14,400.00	\$28.00	\$25,200.00	\$40.00	\$36,000.00
A-17A		2"	LF	250	\$65.00	\$16,250.00	\$34.00	\$8,500.00	\$41.50	\$10,375.00	\$55.00	\$13,750.00	\$25.00	\$6,250.00	\$50.00	\$12,500.00	\$28.00	\$7,000.00	\$40.00	\$10,000.00
A-18	Furnish and Install PVC Force Main	2.5"	LF	2,100	\$70.00	\$147,000.00	\$35.06	\$73,626.00	\$30.50	\$64,050.00	\$27.00	\$56,700.00	\$21.00	\$44,100.00	\$55.00	\$115,500.00	\$31.00	\$65,100.00	\$40.00	\$84,000.00
A-19		3"	EA	1,200	\$75.00	\$90,000.00	\$35.54	\$42,648.00	\$33.50	\$40,200.00	\$31.00	\$37,200.00	\$30.00	\$36,000.00	\$60.00	\$72,000.00	\$33.00	\$39,600.00	\$60.00	\$72,000.00
A-20		4"	LF	1,550	\$80.00	\$124,000.00	\$36.20	\$56,110.00	\$63.50	\$98,425.00	\$59.00	\$91,450.00	\$39.00	\$60,450.00	\$68.00	\$105,400.00	\$26.00	\$40,300.00	\$115.00	\$178,250.00
A-21		6"	LF	2,600	\$90.00	\$234,000.00	\$39.12	\$101,712.00	\$70.00	\$182,000.00	\$60.00	\$156,000.00	\$47.00	\$122,200.00	\$95.00	\$247,000.00	\$41.50	\$107,900.00	\$120.00	\$312,000.00
A-22		1 1/4"	EA	19	\$1,000.00	\$19,000.00	\$1,170.00	\$22,230.00	\$1,800.00	\$34,200.00	\$775.00	\$14,725.00	\$900.00	\$17,100.00	\$2,000.00	\$38,000.00	\$1,106.00	\$21,014.00	\$1,300.00	\$24,700.00
A-23	Furnish and Install Isolation Valve	2.5"	EA	1	\$1,500.00	\$1,500.00	\$1,538.00	\$1,538.00	\$2,000.00	\$2,000.00	\$1,250.00	\$1,250.00	\$1,700.00	\$1,700.00	\$4,000.00	\$4,000.00	\$1,633.00	\$1,633.00	\$1,500.00	\$1,500.00
A-24	Furnish and Install Grinder Pump Terminal Flushing Connection		EA	3	\$10,000.00	\$30,000.00	\$4,869.00	\$14,607.00	\$4,500.00	\$13,500.00	\$2,900.00	\$8,700.00	\$3,500.00	\$10,500.00	\$6,500.00	\$19,500.00	\$3,257.00	\$9,771.00	\$3,500.00	\$10,500.00
A-25	Route 24 Crossing		LS	1	\$25,000.00	\$25,000.00	\$83,588.00	\$83,588.00	\$88,000.00	\$88,000.00	\$67,000.00	\$67,000.00	\$75,000.00	\$75,000.00	\$68,500.00	\$68,500.00	\$44,781.00	\$44,781.00	\$106,000.00	\$106,000.00
A-26	PS #424 Entrance		LS	1	\$20,000.00	\$20,000.00	\$13,605.00	\$13,605.00	\$37,000.00	\$37,000.00	\$30,000.00	\$30,000.00	\$20,000.00	\$20,000.00	\$30,000.00	\$30,000.00	\$15,610.00	\$15,610.00	\$17,000.00	\$17,000.00
A-27	Trenchless Sewer Install from HC72 to HC71		LS	1	\$100,000.00	\$100,000.00	\$56,172.00	\$56,172.00	\$207,000.00	\$207,000.00	\$120,000.00	\$120,000.00	\$165,000.00	\$165,000.00	\$65,000.00	\$65,000.00	\$213,672.00	\$213,672.00	\$270,000.00	\$270,000.00
	PART A SUBTOTAL				\$6,85	1,650.00	\$4,60	61,628.00	\$5,666	,790.00	\$7,092	,125.00	\$4,579,1	00.00	\$6,674,	571.00	\$4,710,	168.00	\$7,820	845.00
Part B	Stipulated Contingent Bid Items																			
B-1	Contingent Unclassified Excavation		CY	100	\$11.00	\$1,100.00	\$11.00	\$1,100.00	\$11.00	\$1,100.00	\$11.00	\$1,100.00	\$11.00	\$1,100.00	\$11.00	\$1,100.00	\$11.00	\$1,100.00	\$11.00	\$1,100.00
B-2	Contingent Aggregate Material, Graded Aggregate Type "B" (Crusher Run)		Ton	500	\$21.00	\$10,500.00	\$21.00	\$10,500.00	\$21.00	\$10,500.00	\$21.00	\$10,500.00	\$21.00	\$10,500.00	\$21.00	\$10,500.00	\$21.00	\$10,500.00	\$21.00	\$10,500.00
B-3	Contingent Porous Fill Material, Coarse Aggregate No. 57 Stone		Ton	1,000	\$23.00	\$23,000.00	\$23.00	\$23,000.00	\$23.00	\$23,000.00	\$23.00	\$23,000.00	\$23.00	\$23,000.00	\$23.00	\$23,000.00	\$23.00	\$23,000.00	\$23.00	\$23,000.00
B-4	Contractor Lateral (Small) Crew Down Time		per hour	40	\$250.00	\$10,000.00	\$250.00	\$10,000.00	\$250.00	\$10,000.00	\$250.00	\$10,000.00	\$250.00	\$10,000.00	\$250.00	\$10,000.00	\$250.00	\$10,000.00	\$250.00	\$10,000.00
B-5	Contractor Main Line Crew Down Time		per hour	30	\$400.00	\$12,000.00	\$400.00	\$12,000.00	\$400.00	\$12,000.00	\$400.00	\$12,000.00	\$400.00	\$12,000.00	\$400.00	\$12,000.00	\$400.00	\$12,000.00	\$400.00	\$12,000.00
B-6	Furnish and Place 5,000 psi Concrete		CY	20	\$150.00	\$3,000.00	\$150.00	\$3,000.00	\$150.00	\$3,000.00	\$150.00	\$3,000.00	\$150.00	\$3,000.00	\$150.00	\$3,000.00	\$150.00	\$3,000.00	\$150.00	\$3,000.00
B-7	Contingent Borrow Material, Borrow Type "C" (Backfill)		CY	2,000	\$16.00	\$32,000.00	\$16.00	\$32,000.00	\$16.00	\$32,000.00	\$16.00	\$32,000.00	\$16.00	\$32,000.00	\$16.00	\$32,000.00	\$16.00	\$32,000.00	\$16.00	\$32,000.00
B-8	Replacement of Existing Storm Drain Pipes 18-inches in diameter and less		LF	60	\$30.00	\$1,800.00	\$30.00	\$1,800.00	\$30.00	\$1,800.00	\$30.00	\$1,800.00	\$30.00	\$1,800.00	\$30.00	\$1,800.00	\$30.00	\$1,800.00	\$30.00	\$1,800.00
B-9	Contingent Hot Mix		Ton	100	\$75.00	\$7,500.00	\$75.00	\$7,500.00	\$75.00	\$7,500.00	\$75.00	\$7,500.00	\$75.00	\$7,500.00	\$75.00	\$7,500.00	\$75.00	\$7,500.00	\$75.00	\$7,500.00
	PART B SUBTOTAL				\$100	0,900.00	\$10	0,900.00	\$100,	900.00	\$100,9	900.00	\$100,90	0.00	\$100,9	00.00	\$100,9	00.00	\$100, 9	00.00
	Unstipulated Contingent Bid Items				A 107 - 17					A 40	A				+ ·	A				
	Contingent On-site Soil Testing		Hours	500	\$100.00	\$50,000.00	\$63.25	\$31,625.00	\$80.00	\$40,000.00	\$150.00	\$75,000.00	\$100.00	\$50,000.00	\$55.00	\$27,500.00	\$60.00	\$30,000.00	\$60.00	\$30,000.00
	Contingent Soils Laboratory Tests		EA	15	\$500.00	\$7,500.00	\$299.00	\$4,485.00	\$500.00	\$7,500.00	\$165.00	\$2,475.00	\$200.00	\$3,000.00	\$250.00	\$3,750.00	\$178.00	\$2,670.00	\$425.00	\$6,375.00
	Contingent Well Pointing (First 200')		LS	1	\$150,000.00	\$150,000.00	\$8,526.00	\$8,526.00	\$110,000.00	\$110,000.00	\$22,000.00	\$22,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$16,500.00		\$36,000.00	\$36,000.00
C-4	Contingent Well Pointing		LF	9,000	\$20.00	\$180,000.00	\$34.79	\$313,110.00	\$36.50	\$328,500.00	\$55.00	\$495,000.00	\$37.00	\$333,000.00	\$10.00	\$90,000.00	\$42.00		\$61.00	\$549,000.00
	PART C SUBTOTAL				\$387	7,500.00	\$35	7,746.00	\$486,	000.00	\$594,4	475.00	\$411,00	0.00	\$146,2	50.00	\$427,1	70.00	\$621,3	\$75.00
	TOTAL Base BID					0,050.00		20,274.00		,690.00	\$7,787		\$5,091,0		\$6,921,		\$5,238,		\$8,543	
	% of bid for mobilization				0).4%		4.9%	5.	0%	4.2	2%	3.9%	6	4.7	%	2.5	%	3.1	%

SUSSEX COUNTY, DE HERRING CREEK SANITARY SEWER DISTRICT Project Budget

c

	Project Budget		
	Initial Budget	Design Budget	
	PER	8/6/2020	
County Administration	300,000	20,000	
Construction			
CONTRACT S20-06 - PUMP STATIONS (AS-BID)		3,356,170	
CONTRACT S20-07 - GRAVITY SEWER NORTH (AS-BID)		5,091,000	
CONTRACT S20-08 - GRAVITY SEWER SOUTH		4,465,075	
CONTRACT S20-09 - WINDING CREEK VILLAGE		4,298,075	
Contingency (12% on Contracts 3 and 4 only)	2,026,753	1,056,994	
Contract total	16,058,478	18,267,314	
Engineering Fees			
Includes:			
Preliminary Engineering Report	50,000	50,000	
Environmental Report	40,000	40,000	
Design	938,508	938,508	
Construction Administration/Inspection	1,204,385	1,204,385	
Additional Services			
Equipment			
Interest - Interim			
Interest - Agency			
Land and Right-of-way	400,000	320,000	
Legal Fees - Local Attorney	50,000	35,000	
Legal Fees - Bond Counsel		15,000	
Other: Administration Legal Interim Financing			
Other: Treatment Connection Fees	1,235,629	1,235,629	
Other: Partial Transmission/Connection Fees	210,000	210,000	
Total	20,487,000	22,335,836	

Land expense thru 12/3 = \$285k + addtl. \$35k yet to spend. Local counsel expense thru 12/3 = \$12k.

Estimated Project Budget Increase/(Decrease)

1,848,836

HERRING CREEK SSD COST ESTIMATE

ITEM	UNIT	UNIT COST	QUANTITY	ITEM TOTAL	NOTES
CONTRACT S20-06 - PUMP STATIONS (AS-BID)		0.111 0001	QUANTIT		NOTES
Mobilization (prorated as bid)	LS	\$166,240		\$166,240	
PS #420	LS	\$627,800	1	\$627,800	
PS #421	LS	\$567,250	1	\$567,250	
PS #422	LS	\$607,500	1	\$607,500	
PS #423	LS	\$139,400	1	\$139,400	
PS #424	LS	\$549,160	1	\$549,160	
PS #425	LS	\$698,820	1	\$698,820	
10 #425	10	ψ030,020		ψ030,020	
CONVEYANCE/TRANSMISSION SYSTEM SUBTOTAL				\$3,356,170	
				<i>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</i>	
CONTRACT S20-08 - GRAVITY SEWER SOUTH					
Mobilization (4% of construction cost)	LS	\$170,000	1	\$170,000	All costs are based on JJID low bid for Contract 2
8" PVC Gravity	LF	\$130	21,000	\$2,730,000	Includes payment restoration
Precast 4' Manholes, frame & cover	EA	\$4,500	70	\$315,000	
PVC Wye Branches 8"x6"	EA	\$350	409	\$143,150	
6" Laterals	LF	\$40	8.700	\$348,000	
6" Lateral Cleanouts	EA	\$825	409	\$337,425	
Grinder Pumps complete	EA	\$15,500		\$77,500	
PS#422 Directional Drill (8" HDPE) Hopkins Prong	LF	\$150	1,200	\$180,000	
PS#423 GP Forcemain	LF	\$30	300	\$9,000	
PS#421 6" Forcemain	LF	\$50	3,100	\$155,000	
		ψ00	3,100	ψ133,000	
CONTRACT 3 SUBTOTAL				\$4,465,075	
CONTRACT 3 SOBTOTAL				φ 4 ,403,073	
CONTRACT S20-07 - GRAVITY SEWER NORTH (AS-BID)					
CONTRACT 320-07 - GRAVITT SEWER NORTH (AS-BID)					
Mobilization (4% of construction cost)	LS	\$210,000		\$0	
8" PVC Gravity	LS	\$210,000		\$0 \$0	
Precast 4' Manholes, frame & cover	EA	\$4,500		\$0 \$0	
PVC Wye Branches 8"x6"	EA	\$4,500 \$350		\$0 \$0	
	LF			\$0 \$0	
6" Laterals 6" Lateral Cleanouts	EA	\$40 \$825		\$0 \$0	
Grinder Pump complete	EA LF	\$15,500		\$0 \$0	
PS#422 Directional Drill (8" HDPE) Hopkins Prong		\$150		\$0	
PS #425 6" Forcemain	LF	\$50		\$0	
PS #424 4" Forcemain	LF	\$40		\$0	
Small Diameter Grinder Pump Forcemain	LF	\$25		\$0	
FM valves	EA	\$1,500		\$0	
Terminal flushing Connection	EA	\$3,500		\$0	
CONTRACT 2 SUBTOTAL				\$5,091,000	
CONTRACT S20-09 - WINDING CREEK VILLAGE	<u>⊢</u>				
Mobilization (49) of construction and		\$105 000		PAGE 000	All poots are based on LUD law hid for Contract C
Mobilization (4% of construction cost)	LS LF	\$165,000	22,000	\$165,000	All costs are based on JJID low bid for Contract 2
8" PVC Gravity		\$130		\$2,860,000	Includes payment restoration
Precast 4' Manholes, frame & cover	EA	\$4,500	71	\$319,500	
PVC Wye Branches 8"x6"	EA	\$350 \$40	209	\$73,150	
6" Laterals	LF EA		5,000	\$200,000	
6" Lateral Cleanouts		\$825	209	\$172,425	
Simplex Grinder Pump	EA	\$15,500	8	\$124,000	
Duplex Grinder Pump	EA	\$50,000	2	\$100,000	
PS#420 4" Forcemain	LF	\$40	7,100	\$284,000	
CONTRACT 4 SUBTOTAL				¢4 000 075	
CONTRACT 4 SUBTUTAL				\$4,298,075	
	NITOTAL			\$47.040.000	
CONVEYANCE/TRANSMISSION SYSTEM CONSTRUCTIO	NIUTAL			\$17,210,320	
Contingonov		400/		\$1 0EC 000 70	
Contingency		12%		\$1,056,993.78	
CONTRACT CONSTRUCTION TOTAL				\$18,267,314	
CONTRACT CONSTRUCTION TOTAL				\$10,207,314	

ENGINEERING DEPARTMENT

ADMINISTRATION	
AIRPORT & INDUSTRIAL PARK	
ENVIRONMENTAL SERVICES	
PUBLIC WORKS	(
RECORDS MANAGEMENT	
UTILITY ENGINEERING	
UTILITY PERMITS	
UTILITY PLANNING	
FAX	

(302) 855-7718 (302) 855-7774 (302) 855-7730 (302) 855-7703 (302) 854-5033 (302) 855-7717 (302) 855-7719 (302) 855-1299 (302) 853-5881



Sussex County

DELAWARE sussexcountyde.gov

HANS M. MEDLARZ, P.E. COUNTY ENGINEER

Memorandum

TO: Sussex County Council The Honorable Michael H. Vincent, President The Honorable Irwin G. Burton III, Vice President The Honorable Douglas B. Hudson The Honorable John L. Rieley The Honorable Samuel R. Wilson, Jr.

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

RE: Materials – Forcemain Consolidation at SCRWF, Project M20-11 A. Final Balancing Change Order and Final Acceptance

DATE: August 11, 2020

The Engineering Department designed a consolidation of thirteen (13) influent forcemains at the South Coastal Regional Wastewater Facility (SCRWF) under the General Labor & Equipment Contract in preparation of the SCRWF Treatment Upgrade No. 3 project. Direct purchase of consolidation materials offered cost savings in addition to efficiency. Council awarded this materials purchase contract M20-11 to Core & Main LP on October 22, 2019 in the amount of \$271,438.60.

Change Order No. 1 in the amount of \$66,457.39 was approved by Council on April 7, 2020 for additional materials necessary to ensure flow control at the influent headworks and for differing field conditions encountered during construction. Change Order No. 2 was approved by Council on May 12, 2020 to address the purchase of an additional valve. The increase of \$2,048.60 was presented as a Final Balancing contract value of \$339,944.59. With consolidation work nearly complete and remaining materials readily onsite for installation, a Final Acceptance effective May 12, 2020 was approved for the contract.

The contractor exposed existing piping in poor condition outside the headworks shortly after the May 12, 2020 actions. The Department determined the remaining consolidation piece could not be completed as originally designed; and remaining efforts would be accomplished by others under the treatment facility upgrade project. This change resulted in an overrun of 24" materials. Core & Main agreed to accept these materials for credit, less a 25% restocking fee per unit price, as per the contract language.

Change Order No. 3 presents a credit amount of (\$18,139.50) to reduce the total contract value. The Engineering Department recommends Council authorize Change Order No. 3 to decrease the total contract to \$321,805.09 for a revised Final Balancing contract value with reissuance of Final Acceptance effective August 11, 2020.





SUSSEX COUNTY CHANGE ORDER REQUEST

A. <u>ADMINISTRATIVE</u>:

1. Project Name: MATERIALS – FORCEMAIN CONSOLIDATION AT SCRWF

2.	Susse	x County Project No.	<u>M20-11</u>
3.	Change Order No.		<u>3</u>
4.	Date 0	Change Order Initiated -	<u>05/12/2020</u>
5.	a.	Original Contract Sum	<u>\$ 271,438.60</u>
	b.	Net Change by Previous Change Orders	<u>\$ 68,505.99</u>
	C.	Contract Sum Prior to Change Order	<u>\$ 339,944.59</u>
	d.	Requested Change	<u>\$ (18,139.50)</u>
	e.	Net Change (No. of days)	<u>N/A</u>
	f.	New Contract Amount	<u>\$ 321,805.09</u>

6. Contact Person: <u>Hans Medlarz, P.E.</u>

Telephone No. (302) 855-7718

B. REASON FOR CHANGE ORDER (CHECK ONE)

- 1. Differing Site Conditions
- 2. Errors and Omissions in Construction Drawings and Specifications
- _ 3. Changes Instituted by Regulatory Requirements
- X 4. Design Change
- <u>X</u> 5. Overrun/Underrun in Quantity

- 6. Factors Affecting Time of Completion
- 7. Other (explain below):

C. BRIEF DESCRIPTION OF CHANGE ORDER:

Existing piping was found in poor condition during final construction. It was determined the remaining consolidation piece could not be completed as originally designed.

Forcemain consolidation work outside the headworks structure was determined satisfactorily complete since remaining efforts could be accomplished by others under the treatment facility upgrade project.

This design change resulted in an overrun of 24" materials which could be returned for credit, less a 25% restocking fee per unit price, as per the agreement. New contract amount represents final balancing and final acceptance to close out contract M20-11.

D. JUSTIFICATION FOR CHANGE ORDER INCLUDED?

Yes <u>X</u> No _____

E. <u>APPROVALS</u>

1. Core & Main, LP

Signature

Date

Representative's Name in Block Letters

2. Sussex County Engineer

Signature

Date

3. Sussex County Council President

Signature

Date

<u>Cherry Walk Expansion of SCUSSD</u> <u>Angola Neck Area Fact Sheet</u>

- The Engineering Department had annexed the majority of the parcels responding in favor to our Cherry Creek Valley polling letter. Other residents came to the Public Hearing asking for additional information. County Council directed the Engineering Department to again poll the area. The Engineering Department mailed out a polling letter to the balance of the property owners with potential costs.
- The results of the poll show sufficient interest to request permission to prepare and post notices for annexation from County Council.
- Permission to Prepare and Post Notices for parcels on Cherry Walk Drive and David Drive was granted on June 23rd, 2020
- The area was posted July 13, 2020 and advertised the week of July 15th and 22nd.
- We received a call from a representative of one property owner who owns (10) parcels included in this boundary and they are very supportive of the expansion.
- Public Hearing was held at 5:30pm at Conley's United Methodist Church in Lewes on July 30, 2020. Those in attendance were provided the projects background and estimated rates.
- Our current status after the Public Hearing and Polling letters show 15 in favor, 11 opposed and 1 undecided.
- This project can be added to our Joy Beach project.

Sussex County Engineering Department

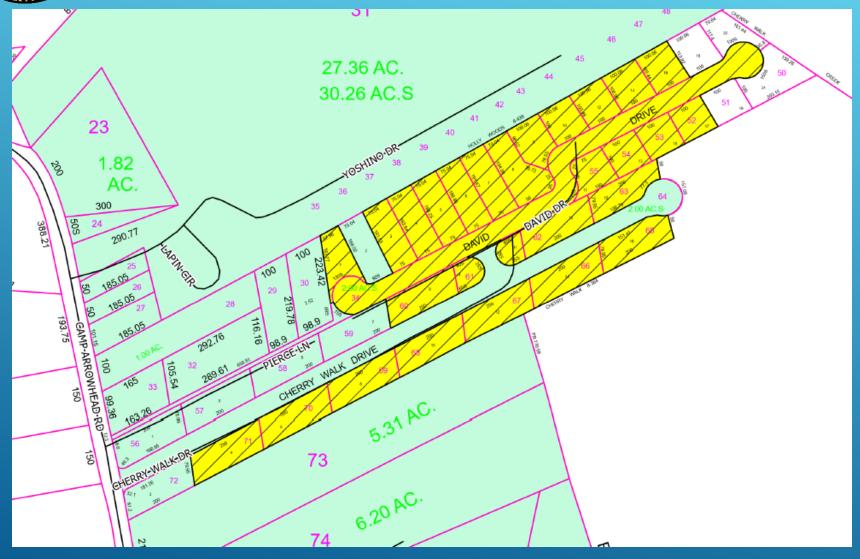
Proposed Cherry Walk Expansion of the Sussex County Unified Sanitary Sewer District (Angola Neck Area)



Public Hearing Conley's United Methodist Church Jolyns Way Lewes DE July 30, 2020 @ 5:30 PM



Proposed Boundary





Project Background/Information

- 1. The Joy Beach area had been on the Engineering Department's radar for several years with requests from property owners and it's proximity to the Inland Bays.
- 2. The County held a public hearing October 20, 2017 and County Council adopted a resolution expanding the sanitary sewer district boundary on November 7, 2017 to include the Joy Beach and Waterview Road area.
- 3. The property owner for Cherry Creek Valley expressed interest in having central sewer service extended to their property, as a result the Department sent polling letters to the intervening parcels, including Cherry Walk/Holly Wood on October 16, 2019. Based on the parcels responding the Department developed a proposed boundary for annexation.
- 4. The Department held a public hearing for this area on February 18, 2020. Several property owners from Cherry Walk / Holly Wood attended that meeting and questioned why they were not included in the expansion.
- 5. County Council directed the Department to again send polling letters to the community to determine the extent of interest from those property owners that had not yet responded. The polling letters were sent on March 11, 2020.
- 6. Based on the results from the combined responses we are here this evening to present the expanded boundary, potential impacts and timelines for district expansion.

Estimated Rates



Current Annual Service Charge:

\$292/year *per EDU (Equivalent Dwelling Unit); billed quarterly to connected customers (subject to change during the annual budget process).

Annual EDU based Sewer Assessment Charge:

\$540.00 (fixed for the term of the financing)

System Connection Charge (SCC):

\$0.00 for existing homes the one-time SCC fee will be included in the financing. Any future connection will be charged the SCC fee in effect at that time.

Estimated Annual Charge: \$292 (service charge) + \$540 (EDU) = \$832**

Estimated Connection Expense:

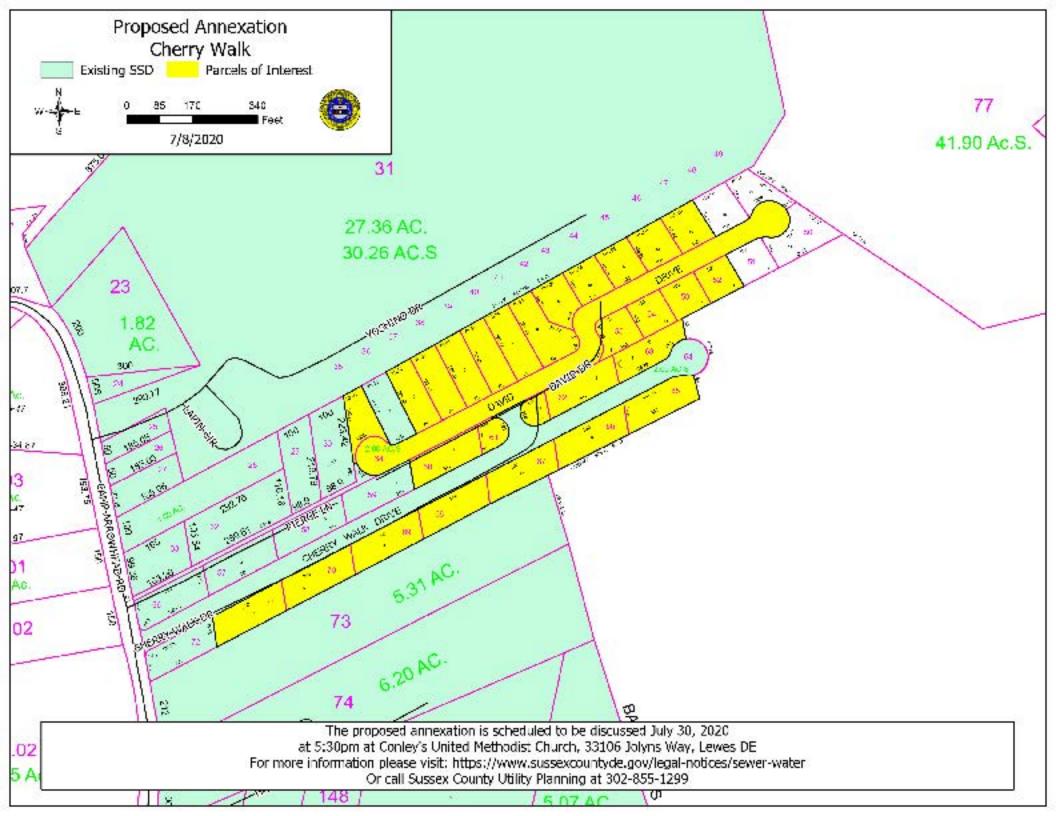
Plumbing costs between \$1250-\$1500 based on complexity and \$100 Permit Fee to Sussex County.

• Revised from polling letter based on new rates adopted in the 2021 budget.

** Based on federal recommendations that the total annual charge not to exceed 1.5% of Median Household Income (MHI) as reported in the latest available Sussex County wide Census Data.



Questions / Comments



RESOLUTION

A RESOLUTION TO EXTEND THE BOUNDARY OF THE SUSSEX COUNTY UNIFIED SANITARY SEWER DISTRICT (SCUSSD) ANGOLA NORTH AREA, TO INCLUDE THE CHERRY WALK AREA LOCATED IN THE INDIAN RIVER HUNDRED, SUSSEX COUNTY, DELAWARE AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, IN AND FOR SUSSEX COUNTY, DELAWARE.

WHEREAS, Sussex County has established the Sussex County Unified Sanitary Sewer Sanitary Sewer District (SCUSSD); and

WHEREAS, in the best interests of the present district and to enhance the general health and welfare of that portion of Sussex County in the vicinity of Joy Beach, the inclusion of this area will be beneficial; and

WHEREAS, in accordance with 9 Del.C., Section 6502 (a), the Sussex County Council may, upon request of the County Engineer, revise the boundary of an established sewer district when 50 or more houses have been connected by posting a public notice in four public places in the district describing the new or revised boundary; and

WHEREAS, the Sussex County Council has caused to be posted a public notice in at least four public places in the district, as verified by the affidavit of Phillip C. Calio, a copy of which affidavit and public notice is attached hereto and made a part hereof; and

WHEREAS, in accordance with 9 Del.C., Section 6502 (b), the Sussex County Council shall, within ninety days after posting the public notices pass a formal resolution establishing the new boundary of the district;

NOW, THEREFORE,

BE IT RESOLVED the Sussex County Council hereby revises the boundary of the SCUSSD to encompass the lands mentioned above in the Cherry Walk area and further described as follows:

NOTE: The above description has been prepared using Sussex County Tax Map 234-12.00 and Sussex County property assessment records.

A map outlining and describing the extension of the SCUSSD is attached. The area involved is crosshatched.

BE IT FURTHER RESOLVED that the Sussex County Council directs the County Engineer and the Attorney for the County Council to procure the necessary lands and right-of-way by purchase, agreement, or condemnation in accordance with the existing statutes; and

Part I

Beginning at a point, said point being on the SCUSSD (Angola Neck Area) boundary, said point being the southernmost property corner of lands Now or Formerly (N/F) of Andrew Clements; thence proceeding by and with said SCUSSD boundary and Clements lands in a northerly, easterly and southerly direction respectively a distance of 410'± to a point, said point being the southernmost property corner of lands N/F of Louis M, Jr. & Michelle Octavio; thence continuing with SCSSD boundary in an easterly and northerly direction respectively a distance of 261'± to a point, said point being the northern property line of Holly Woods subdivision & SCUSSD boundary; thence continuing with said SCUSSD boundary in a northeasterly direction a distance of 947'± to a point, said point being the northernmost property corner of lands N/F of Lawrence A. Curtis TTEE & Karen Hubbard TTEE Revocable Trust; thence continuing with said lands of Curtis in a southeasterly direction and crossing David Drive a distance of 164'± to a point, said point being the northernmost corner of other lands of Curtis; thence continuing with said other lands of Curtis in a southeasterly direction a distance of 100' to a point, said point being the southeasternmost property corner of other lands of Curtis, said point also being on the property line of lands N/F of The State of Delaware; thence by and with said lands of Delaware in a southwesterly and southeasterly direction respectively a distance of 238'± to a point, said point being on the northerly

Right-of-Way (ROW) of Cherry Walk Drive; thence continuing by and with said ROW a distance of 1,039'± to a point, said point being the southwesternmost property corner of lands N/F of Harold R. Kreis & Sandra L. Kreis-Schmale and a point on the SCUSSD boundary; thence leaving said ROW and continuing with said SCUSSD in a northwesterly direction a distance of 80'± to a point, said point being on the southerly ROW of David Drive; thence continuing with said SCUSSD and ROW in a southwesterly and a curve to the right cul-de-sac a distance of 163'± to a point, said point being a property corner of lands N/F of Andrew Clements; thence continuing by and with said SCUSSD boundary in a southwesterly direction a distance of 8'± to a point, said point being that of the **BEGINNING**.

Part II

Beginning at a point, said point being on the SCUSSD boundary, said point being the northwesternmost property corner of lands N/F of Lucy Ann Mullins, said point also being on the southerly ROW of Cherry Walk Drive; thence proceeding by and with said ROW in a northeasterly direction a distance of 1,408'± to a point, said point being the northeasternmost property corner of lands N/F of Daryl Woodall said point also being a property corner of Cherry Walk subdivision; thence leaving said SCUSSD boundary and proceeding by and with said subdivision boundary in a southeasterly and southwesterly direction respectively a distance of 1,479'± to a point, said point being the southwesternmost property corner of lands N/F of Lucy Ann Mullins, said point also being on the SCUSSD boundary, thence continuing with said Mullins lands and SCUSSD boundary in a northeasterly direction a distance of 80'± to a point, said point being that of the **BEGINNING.**

BE IT FURTHER RESOLVED that the County Engineer is hereby authorized to prepare maps, plans, specifications, and estimates, let contracts for and supervise the construction and maintenance of, or enlarging and remodeling of, any and all structures required to provide for the safe disposal of sewage in the sanitary sewer district, as amended.



SUSSEX COUNTY GOVERNMENT GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION			
ORGANIZATION NAME: WEST SIDE NEW BEGINNINGS INC			
PROJECT NAME:	WSNBs - West Rehoboth Civic Association		
FEDERAL TAX ID:	51-0350410 NON-PROFIT: YES NO		
DOES YOUR ORGANIZATION OR ITS PARENT ORGANIZATION HAVE A RELIGIOUS AFFILIATION?			
VES NO *IF YES, FILL OUT SECTION 3B. ORGANIZATION'S MISSION: The mission of WSNBs is organizes different events in the community that promote education, cultural awareness and a sense of community. ADDRESS: West Side New Beginnings P.O. Box 167 Rehoboth Beach Delaware 19971 (спту) (STATE) (ZIP)			
CONTACT PERSON:	Barbara Baker President		
TITLE:			
PHONE:	352-665-2320 _{EMAIL:} barbara_baker44@yahoo.com		

TOTAL FUNDING REQUEST:		
Has your organization received other grant funds from Sussex County Government in the last year?	I YES	NO
If YES, how much was received in the last 12 months?	\$6,500	
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? 60%		

PRO	GRAM CATEGORY (choose all that ap	ply)
Fair Housing	Health and Human Services	Cultural
■ Infrastructure ¹	Other	Educational
Disability & Special Needs Elderly Persons Minority	BENEFICIARY CATEGORY Victims of Domestic Violence Low to Moderate Income ² Other	Homeless Youth
Approximately the total num	BENEFICIARY NUMBER ber of Sussex County Beneficiaries servents 85	ed annually by this program

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.

West Rehoboth being a Historical Black Community, it has no community funding sources. The funds being requested are used primarly to provide for Community Safety. Without the Sussex County support the community would not have Street Lights. The funds are also used in support of the Community Center which is used as a cultural center for the Community. It used for after school programs, a place for community meetings and the kitchen that is used prepare food to community families in need. The funds being requested will used to pay the Center's sewage, trash and building security bills. We thank the Council for its past source of the West Rehoboth community

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	and the second
REVENUE	Building rental - First State
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	
TOTAL REVENUES	3,000.00
EXPENDITURES	
Please enter the total projected budget for the project (not entire organization expense if not applicable to request). Example of expenditure items: PERSONNEL-one lump sum that would include benefits, OPERATING COSTS-supplies, equipment, rent/lease, insurance, printing telephone, CONSTRUCTION/ACQUISITION-acquisition, development, rehab hard cost, physical inspections, architectural engineering, permits and fees, insurance, appraisal. (Put amounts in as a negative)	
Street Lights - DEMARVA Power	-\$ 3,300.00
Sussex County Sewer	-\$ 1,060.00
Community Center Waste	-\$ 720.00
Community Center Security	-\$ 850.00
Legal and Accounting Services (incl Children's Program)	-\$ 1,950.00
Board Insurance and other expenitures	-\$ 1,600.00
TOTAL EXPENDITURES	-\$ 9,480.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	-\$ 6,480.00

SECTION 4: BUDGET

SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the WSNBs WR Civic Association 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. All funding will benefit only Sussex County residents. 5) All documents submitted by the applicant are defined as public documents and available for 6) review under the Freedom of Information Act of the State of Delaware. All funding will be used exclusively for secular purposes, i.e., non-religious purposes and shall not 7) be used to advance or inhibit religious purposes. In the event that the awarded funding is used in violation of the requirements of this grant. 8) the awarded funding shall be reimbursed to Sussex County within a timeframe designated Sussex County by written notice. 10 At Applicant/Authorized Official Signatur Josler DALLA K Witness Signature

Completed application can be submitted by:

Email: gjennings@sussexcountyde.gov

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

SUSSEX COUNTY COUNCIL NON-PROFIT GRANT PROGRAM GUIDELINES FOR SUBMITTAL AND AFFIDAVIT OF UNDERSTANDING

The Sussex County Council makes available a limited amount of funding to non-profit organizations that serve the citizens of Sussex County. Each application for funding shall be evaluated by Sussex County administrative staff and shall be subject to final approval from Sussex County Council.

In the attached application, each organization must outline its intended uses for the awarded funding and provide a detailed breakdown of the expenses and costs for such uses. Any funding awarded to the organization must be used in substantial conformity with anticipated expenditures of the submitted application.

All expenditures must have adequate documentation and must be expended within one (1) year of award of funds.

For non-religious organizations, all accounting records and supporting documentation shall be available for inspection by Sussex County within thirty (30) days after the organization's expenditure of the awarded funding, or within one year after the receipt of the awarded funds, whichever first occurs.

For religious organizations, all accounting records and supporting documentation shall be provided for inspection by Sussex County after the award has been made by County Council but before funding is released. Grant is relinquished if supporting documentation is not provided within one year of County Council award.

Certain programs are not eligible for funding pursuant to United States Constitution and State of Delaware Constitution. Those constitutional principles prohibit the use of funding to advance or inhibit religious activities. By signing below, the organization acknowledges that the funding shall be used exclusively for secular purposes, i.e., non-religious purposes and shall not be used to advance or inhibit religious activities.

In the event that such funding is used in violation of the requirements and assurances contained in this grant application. the awarded funding shall be reimbursed to Sussex County within a timeframe designated by Sussex County by written notice.

I acknowledge and represent on behalf of the applicant organization that I have read and

and the above statements. pplicant/Authorized Official Signature

Witness Signature

Title

Rev. 02/2019

Hudson 7/24/2020



SUSSEX COUNTY GOVERNMENT GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION: ORGANIZATION NAME: Millsboro Little League New Speaker System PROJECT NAME: 510260181 FEDERAL TAX ID: NON-PROFIT: YES NO DOES YOUR ORGANIZATION OR ITS PARENT ORGANIZATION HAVE A RELIGIOUS AFFILIATION? YES NO *IF YES, FILL OUT SECTION 3B. ORGANIZATION'S MISSION: P.O. Box 674 (Mailing) ADDRESS: or 262 W State St (Physical) Millsboro De 19966 (STATE) (CITY) (ZIP) **Heather Radish** CONTACT PERSON: Secretary TITLE: EMAIL: hradish17@gmail.com 302-841-8437 PHONE:

total funding request: \$5,000	
Has your organization received other grant funds from Sussex County Gove	ernment in 🔲 YES 🗌 NO
the last year?	
If YES, how much was received in the last 12 months?	\$1000.00
If you are asking for funding for building or building improvements, do you o building in which the funding will be used for?	own the []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 Cou	uncil grant represent? 25%

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 Disability & Special Needs Elderly Persons Minority 	BENEFICIARY CATEGORY Victims of Domestic Violence Low to Moderate Income ² Other	Vouth	
Approximately the total num	BENEFICIARY NUMBER ber of Sussex County Beneficiaries s 500+	served annually by this pr	ogran
the need or problem to be	SECTION 3 PROGRAM SCOP am for which funds are being reques addressed in relation to the populat	sted. The narrative should	
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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.

This is an upgrade for our speaker system for 3 fields and concession stand. The system we have now is atleast 10 years old and is beyond repair. We use this for our games and all star games that we host. We also use the system to let kids know if a storm is coming of so we can shut down the fields for the safety of the kids and families at the park.

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SECTION 4: BUDGET	
REVENUE	
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	
TOTAL REVENUES	0.00
EXPENDITURES	
Please enter the total projected budget for the project (not entire	
organization expense if not applicable to request). Example of expenditure items: PERSONNEL-one lump sum that would include benefits, OPERATING	
COSTS-supplies, equipment, rent/lease, insurance, printing telephone,	
CONSTRUCTION/ACQUISITION-acquisition, development, rehab hard cost,	
physical inspections, architectural engineering, permits and fees, insurance, appralsal. (Put amounts in as a negative)	
Concession Stand	\$ 7,601.84
Senior League Field	\$ 4,980.39
Major League Boys Field	\$ 4,419.69
Major League Girls Field	\$ 4,419.69
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TOTAL EXPENDITURES	\$.21,421.61
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	\$ 21,421.61

SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the Millsboro Little League 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.

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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.
- 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

Applicant/Applionized Official Signatur

Witness Signature

7/22/2020 Date

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TOUL

1/22/2020 Date

Stormerse and

Completed application can be submitted by:

Email: gjennings@sussexcountyde.gov

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

SUSSEX COUNTY COUNCIL NON-PROFIT GRANT PROGRAM GUIDELINES FOR SUBMITTAL AND AFFIDAVIT OF UNDERSTANDING

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In the attached application, each organization must outline its intended uses for the awarded funding and provide a detailed breakdown of the expenses and costs for such uses. Any funding awarded to the organization must be used in substantial conformity with anticipated expenditures of the submitted application.

All expenditures must have adequate documentation and must be expended within one (1) year of award of funds.

For non-religious organizations, all accounting records and supporting documentation shall be available for inspection by Sussex County within thirty (30) days after the organization's expenditure of the awarded funding, or within one year after the receipt of the awarded funds, whichever first occurs.

For religious organizations, all accounting records and supporting documentation shall be provided for inspection by Sussex County after the award has been made by County Council but before funding is released. Grant is relinquished if supporting documentation is not provided within one year of County Council award.

Certain programs are not eligible for funding pursuant to United States Constitution and State of Delaware Constitution. Those constitutional principles prohibit the use of funding to advance or inhibit religious activities. By signing below, the organization acknowledges that the funding shall be used exclusively for secular purposes, i.e., non-religious purposes and shall not be used to advance or inhibit religious activities.

In the event that such funding is used in violation of the requirements and assurances contained in this grant application, the awarded funding shall be reimbursed to Sussex County within a timeframe designated by Sussex County by written notice.

I acknowledge and represent on behalf of the applicant organization that I have read and understand the above statements.

Koolish

Applicant/Authorized Official Signature

Witness Signature

Secretary

Col Inneing)

7/22/2020

Date

To Be Introduced 8/11/20

Council District 4 - Hudson Tax I.D. No. 134-9.00-67.00 911 Address: 30430 & 30432 Cedar Neck Rd., Ocean View

ORDINANCE NO.

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A B-1 NEIGHBORHOOD BUSINESS DISTRICT AND A GR GENERAL RESIDENTIAL DISTRICT FOR A GENERAL CONTRACTING BUSINESS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 1.08 ACRES, MORE OR LESS

WHEREAS, on the 26th day of May 2020, a conditional use application, denominated Conditional Use No. 2239 was filed on behalf of Coastal Services, LLC; and

WHEREAS, on the _____ day of ______ 2020, 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. 2239 be

____; and

WHEREAS, on the _____ day of ______ 2020, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County determined, based on the findings of facts, that said conditional use is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County, and that the conditional use is for the general convenience and welfare of the inhabitants of Sussex County.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article VI, Subsection 115-39, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2239 as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece or parcel of land, lying and being situate in Baltimore Hundred, Sussex County, Delaware, and lying on the west side of Cedar Neck Rd. (Rt. 357) approximately 0.64 mile north of Fred Hudson Rd. (S.C.R. 360) and being more particularly described in the attached legal description prepared by D. Stephen Parsons, P.A., said parcel containing 1.08 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.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN IN RELATION TO TAX PARCEL NO. 135-16.00-23.00 (PORTION OF)

WHEREAS, on March 19th, 2019, the Sussex County Council adopted Ordinance #2637, which in turn adopted the Comprehensive Plan (the "Plan") subject to the certification of the Governor of the State of Delaware; and

WHEREAS, on February 18th 2020, the Sussex County Council considered an application for a change of zone from CR-1 Commercial Residential District to a HI-1 Heavy Industrial District for a certain parcel of land lying and being in Georgetown Hundred, Sussex County, containing 15 acres, more or less (A portion of Tax Parcel No. 135-16.00-23.00) (the "Property"); and

WHEREAS, the Property is designated as being within the Commercial Area as set forth in the Future Land Use Map identified as Figure 4.5-1 in the Plan, and the Commercial Area does not permit such HI-1 Zoning; and

WHEREAS, Sussex County Council desires to adopt this Ordinance amending the Future Land Use Map of the Plan with minor amendments; and

WHEREAS, in accordance with the required process for public hearings on ordinances such as this one, both Sussex County Council and the Sussex County Planning & Zoning Commission will hold public hearings on this Ordinance, but limited in scope to this specific proposed amendment to the Future Land Use Map contained in the Plan.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. The Future Land Use Map identified as Figure 4.5-1 of the Sussex County Comprehensive Plan is hereby amended to change the Area designation part of Sussex County Parcel. No. 1-35-16.00-23.00 from the Commercial Area to the Industrial Area. The portion of Sussex County Parcel. No. 1-35-16.00-23.00 so changed is identified in Exhibit A, attached hereto and incorporated herein.

Section 2. This Ordinance shall also take effect following its adoption by majority vote of all members of the County Council of Sussex County, Delaware, and upon certification by the Governor of the State of Delaware.









Memorandum

To: Sussex County Council The Honorable Michael H. Vincent, President The Honorable Irwin G. Burton III, Vice President The Honorable Douglas B. Hudson The Honorable John L. Rieley The Honorable Samuel R. Wilson, Jr.

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

CC: Everett Moore, County Attorney

Date: August 5, 2020

RE: County Council Report for CU 2223 A&W Burbage, LLC

The Planning and Zoning Department received an application (CU 2223 filed on behalf of A&W Burbage, LLC) for a Conditional Use for parcel 134-14.00-36.00 (part of) to allow for boat and RV storage at 32855 Jones Road, Frankford. The parcel is zoned AR-1 Agricultural Residential Zoning District. The parcel size is 3.93 acres, more or less.

The Planning and Zoning Commission held a public hearing on June 11, 2020. At the meeting of June 25, 2020, the Commission recommended approval of the application for the 4 reasons and 9 conditions outlined within the motion (included below).

At the County Council meeting of July 14, 2020, the Applicant was present for the morning session, but not present for the scheduled public hearing in the afternoon. The application was denied for lack of representation. The Applicant subsequently submitted a request for a re-hearing to County Council. The request was filed in a timely manner. County Council approved the request for a rehearing at its meeting of July 28, 2020, with the re-hearing scheduled for the afternoon of August 11, 2020.

Below are the minutes from the Planning & Zoning Commission meetings of June 11, 2020 and June 25, 2020.

Approved Minutes of the June 11, 2020 Planning & Zoning Commission Meeting

An Ordinance to grant a Conditional Use of land in an AR-1 Agricultural Residential District for boat & RV storage to be located on a certain parcel of land lying and being in Baltimore Hundred, Sussex County, containing 3.93 acres, more or less. The property is lying on the northeast corner of Jones Road (SCR. 369) and Burbage Road (SCR. 353), approximately 0.72



County Council Report for CU 2223 A&W Burbage, LLC P a g e $~\mid~\mathbf{2}$

mile east of Omar Road. 911 Address: 32855 Jones Road, Frankford. Tax Parcel: 134-14.00-36.00 (Part of)

Mr. Whitehouse advised the Commission that submitted into the record were a site plan, a staff analysis, comments from the Sussex County Engineering Department Utility Planning Division, and the DelDOT service level evaluation response confirming that a Traffic Impact Study is not required.

That the Commission found that Mr. Gerald Burbage was present by teleconference representing his company, A&W Burbage, LLC; that the request is for a Conditional Use for boat and RV storage; that approximately 4 acres of the property will be used for 145 storage areas; that a sign of no larger than 32 sf is being requested; that the hours of operation will be 24/7; that the site will be monitored by an electronic controlled automatic gate at the entrance of the storage area; that there will be no impact on traffic or schools as the entrance will be approximately 50 ft. from the highway.

Mr. Mears asked if the dwelling on the property would be used for the business. Mr. Burbage stated that the house is a rental and will not be used for the storage business.

Ms. Stevenson asked how the site would be monitored to make sure that no-one is residing in an RV. Mr. Burbage responded the site will have lights and be monitored by cameras.

The Commission found that no one spoke in favor of or in opposition to the application.

At the conclusion of the Public Hearings, the Commission discussed Application C/U 2223 – A&W Burbage, LLC. Motion by Mr. Mears to defer action for further consideration, seconded by Ms. Wingate, and carried unanimously. Motion carried 5-0.

The vote by roll call: Ms. Stevenson – yea, Ms. Wingate – yea, Mr. Mears – yea, Mr. Hopkins – yea, and Mr. Wheatley – yea.

Approved Minutes of June 25, 2020 Planning & Zoning Commission Meeting

The Commission discussed this application which has been deferred since June 11, 2020.

Mr. Mears moved to recommend approval of C/U 2223 for A&W Burbage, LLC for boat and RV storage based upon the record made at the public hearing and for the following reasons:

- 1. The project, with the conditions and stipulations placed upon it, will not have an adverse impact on the neighboring properties or community.
- 2. The use as a boat storage facility is of a public or semi-public character and is desirable for the general convenience and welfare of the area.
- 3. The site is conveniently located near several residential developments that do not permit the storage of boats or RVs within them. This facility will serve that need.
- 4. No parties appeared in opposition to this application.
- 5. This recommendation for approval is subject to the following conditions and stipulations:
 - a. The site shall be limited to boat and RV storage only.
 - b. The perimeter of the site shall be fenced with a 7-foot high chain linked type of fencing. The entrance shall be gated with electronic access.

- c. No maintenance of boats or RVs shall be performed on the site.
- d. Security lighting shall be provided on the site and shall be directed away from neighboring properties.
- e. No junked or inoperable boats, boat trailers or RVs shall be kept on the site.
- f. There shall be no more than 145 spaces for boat and RV storage. Those parking or storage spaces shall be shown on the Final Site Plan and marked on the site itself.
- g. One lighted sign shall be permitted near the entrance. It shall not be larger than 32 square feet per side.
- h. Violation of any condition of approval may be grounds for terminating this conditional use approval.
- i. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning and Zoning Commission.

Motion by Mr. Mears, seconded by Ms. Stevenson, and carried unanimously to recommend approval for the reasons and conditions stated in the Motion. Motion carried 5-0.

The vote by roll call: Ms. Stevenson – yea, Ms. Wingate – yea, Mr. Mears – yea, Mr. Hopkins – yea, and Mr. Wheatley – yea.







Memorandum

To: Sussex County Planning Commission Members From: Chase Phillips, Planner I CC: Vince Robertson, Assistant County Attorney and Applicant Date: May 28, 2020 RE: Staff Analysis for CU 2223 A&W Burbage, LLC

This memo is to provide background and analysis for the Planning Commission to consider as a part of application CU 2223 to be reviewed during the June 11, 2020 Planning Commission Meeting. This analysis should be included in the record of this application and is subject to comments and information that may be presented during the public hearing.

The request is for a Conditional Use for parcel 134-14.00-36.00. The current zoning is AR-1 Agricultural Residential, and the request is for a Boat and RV Storage Lot. The parcel is located on the northeast corner of the intersection of Jones Road (S.C.R. 369) and Burbage Road (S.C.R. 353). The size of the property is 3.93 acres +/-.

The 2018 Sussex County Comprehensive Plan Update (Comprehensive Plan) provides a framework of how land is to be developed. As part of the Comprehensive Plan a Future Land Use Map is included to help determine how land should be zoned to ensure responsible development. The Future Land Use map in the plan indicates that the property has the land use designation of "Coastal Area." The Coastal Area is designated to encourage growth and development without diminishing ecological and environmental characteristics. The Coastal Area may include various types of housing, small-scale retail and office, light commercial, and institutional land uses. Sussex's County base density of two (2) units per acre is appropriate. Medium and higher densities (4-12 units per acre) may be appropriate in select locations.

The parcel is located with an Agricultural Residential (AR-1) Zoning District. In addition, each of the parcels that directly border the property are also zoned AR-1. The subject parcel is bordered by a light commercial use to the east (Delaware Electric Cooperative, Inc.), agricultural uses to the north and west, and low density residential/ agricultural uses to the south.

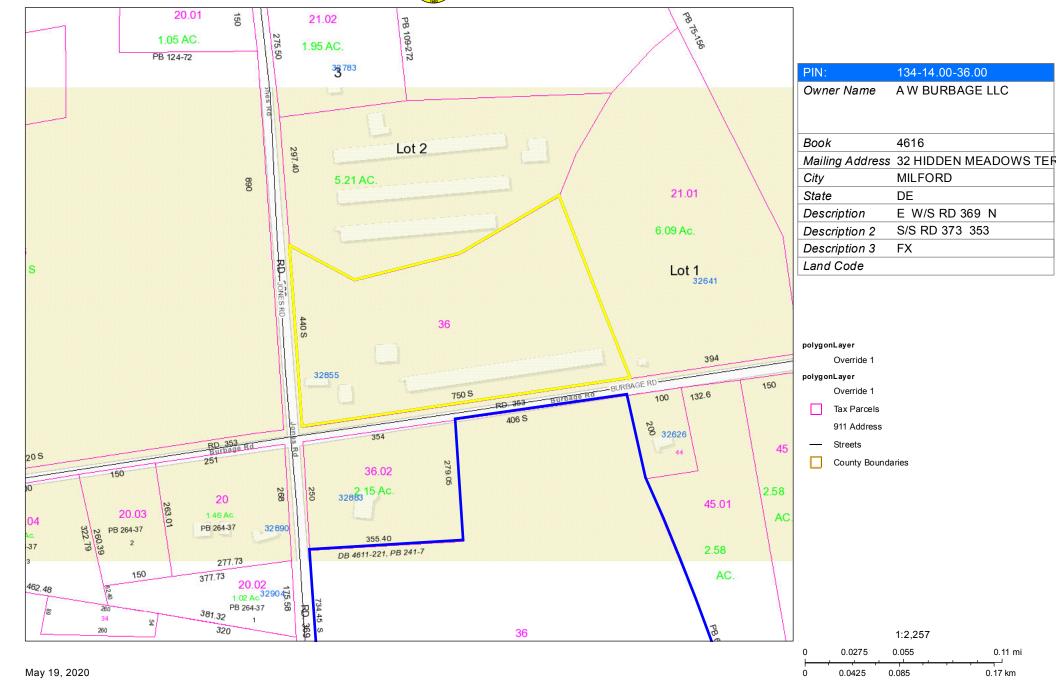
Since 2011, there have been no other Conditional Uses within one mile of the subject site.

Based on the analysis of the land use, surrounding zoning and uses, a Conditional Use to allow for Boat and RV Storage Lot within an AR-1 Zone could be considered as consistent with the surrounding area, zoning, and uses.



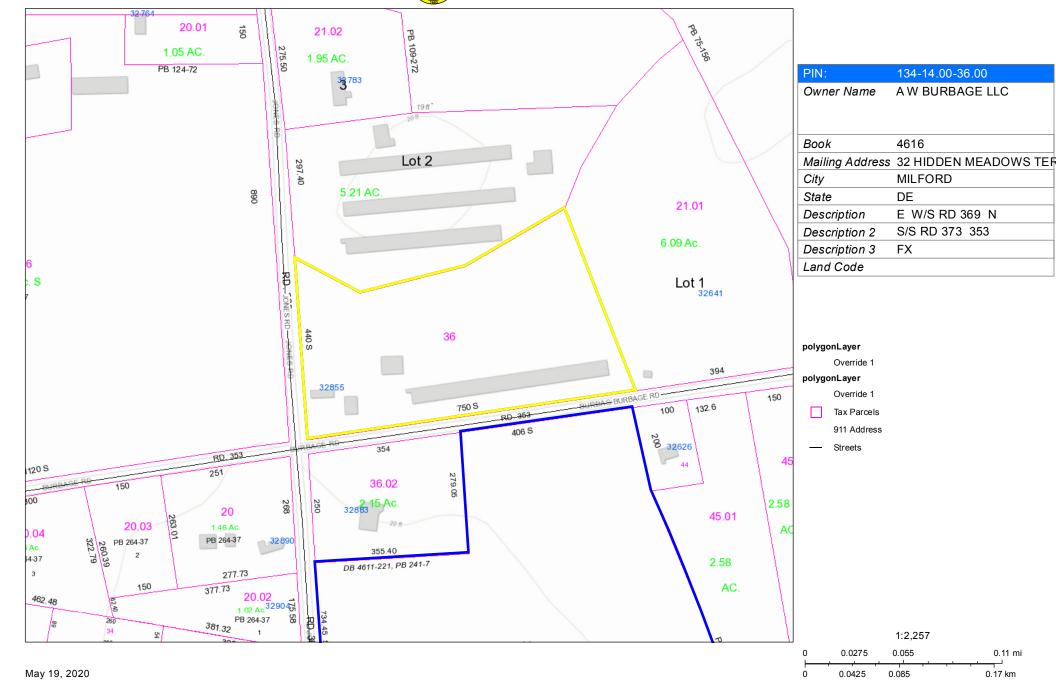


Sussex County

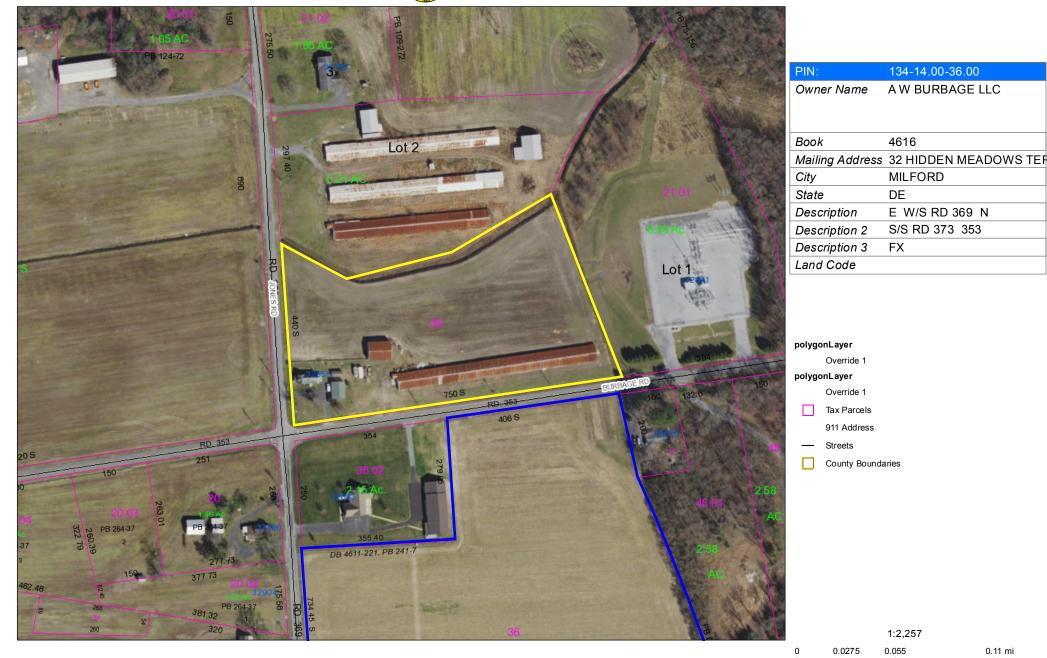


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Sussex County







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0.17 km

To Be Introduced 2/18/20

Council District 4 - Hudson Tax I.D. No. 134-14.00-36.00 (Part of) 911 Address: 32855 Jones Road, Frankford

ORDINANCE NO.

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR BOAT & RV STORAGE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 3.93 ACRES, MORE OR LESS

WHEREAS, on the 5th day of February 2020, a conditional use application, denominated Conditional Use No. 2223 was filed on behalf of A&W Burbage, LLC; and

WHEREAS, on the _____ day of ______ 2020, 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. 2223 be

_____; and

WHEREAS, on the _____ day of _____ 2020, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County determined, based on the findings of facts, that said conditional use is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County, and that the conditional use is for the general convenience and welfare of the inhabitants of Sussex County.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article IV, Subsection 115-22, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2223 as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece or parcel of land, lying and being situate in Baltimore Hundred, Sussex County, Delaware, and lying on the north east corner of Burbage Road & Jones Road, approximately 0.72 miles east of Omar Road and being more particularly described in the attached legal description prepared by Delaware Surveying Services, said parcel containing 3.93 acres, more or less.

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





Memorandum

To: Sussex County Council The Honorable Michael H. Vincent, President The Honorable Irwin G. Burton III, Vice President The Honorable Douglas B. Hudson The Honorable John L. Rieley The Honorable Samuel R. Wilson, Jr.

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

CC: Everett Moore, County Attorney

Date: August 5, 2020

RE: County Council Report for CU 2210 Dewey Beer Company, LLC

The Planning and Zoning Department received an application (CU 2210 filed on behalf of Dewey Beer Company, LLC) for a Conditional Use for parcel 235-30.00-21.00) to allow for a microbrewery at 18499 Harbeson Road, Harbeson. The parcel is zoned C-1 General Commercial Zoning District. The parcel size is 5.0 acres, more or less.

The parcel has site plan approval for 55,373 sf. of gross building floor area spread across seven buildings. The site plan was approved on October 21, 2019. This plan includes 84 on-site parking spaces.

The Planning and Zoning Commission held a public hearing in relation to the Conditional Use application on July 9, 2020. At the meeting of July 23, 2020, the Commission recommended approval of the application for the 5 reasons and 10 conditions outlined within the motion (included below).

Below are the draft minutes from the Planning & Zoning Commission meetings of July 9, 2020 and July 23, 2020.

Draft Minutes of the July 9, 2020 Planning & Zoning Commission Meeting

C/U 2210 - Dewey Beer Company, LLC

An Ordinance to grant a Conditional Use of land in a C-1 General Commercial District for a microbrewery to be located on a certain parcel of land lying and being in Broadkill Hundred, Sussex County, containing 5.0 acres, more or less. The property is lying on the east side of Harbeson Rd. (Rt. 5) approximately 707 ft. north of Lewes-Georgetown Hwy. (Rt. 9). 911 Address: 18499 Harbeson Rd., Harbeson. Tax Parcel: 235-30.00-21.00



County Council Report for CU 2210 Dewey Beer Company, LLC P a g e $~\mid~\mathbf{2}$

Mr. Whitehouse advised the Commission that submitted into the record were the Applicant's conceptual site plan, a letter from the Applicant with an internal layout, a staff analysis, the DelDOT Service Level Evaluation response, and comments from the Sussex County Engineering Department Utility Planning Division. Also, submitted into the record are six letters of support and eleven letters of opposition.

The Commission found that Mr. Fred Townsend, Esquire was present on behalf of the applicant Dewey Beer Company, LLC, that also present are Mike Riley and Brandon Smith principal of Dewey Beer Company; that Dewey Beer Company have another location where they have been responsible neighbors and have no complaints against them; that they are a locally owned organization; that they run a full service restaurant in Dewey Beach that employs people year round; that microbreweries are licensed by the office of Alcohol Beverage and Control Commission and by nature can be controversial; that microbreweries are highly regulated; that they cannot operate as a bar; that almost 90% of the space is devoted to the production of beer which is intended for sale and off-site consumption; that there will be a tasting room for the products produced onsite; that it is common for a microbrewery to be located in a business park similar to this location; that the Applicants will discuss hours of operation and proposed conditions of approval; that the proposal is a low intensity use; and that the Applicants are aware of the community's concerns.

Mr. Smith stated that he is a co-founder of Dewey Beer Company; that Dewey Beer Company has been in operation for five years; that with the expansion of the company, there is a need for larger premises; that the location in Harbeson can handle the anticipated growth of the company; that the requested hours of operation are 11 am - 11 pm; and that they would like to be able to have a food truck at the location for certain events.

Mr. Robertson stated that the property is zoned C-1 (General Commercial) but the reason that this application is before the Commission is because microbreweries are not a permitted use in C-1; that a restaurant or a brewpub would be a permitted use at this location and would not require a public hearing.

Ms. Stevenson noted that microbreweries are a permitted use in C-2 and asked if the Applicant should have requested a change in zone. Mr. Robertson said it could be applied for as a change of zone to C-2 or a conditional use in C-1. Ms. Stevenson asked how much production would happen at this site and what would be the wastewater impact on the area.

Mr. Riley stated that he is the head brewer and a partner in Dewey Beer Company; that he manages the day to day operations of producing the beer; that there are about six employees who brew the beer; that there have been no complaints against the operation in Dewey Beach; that all waste is disposed appropriately, and the new location in Harbeson will be run likewise; that for every gallon of beer produced there are seven gallons of wastewater; that the wastewater from the microbrewery would be similar to that from a busy restaurant; that the wastewater would not be toxic; that the new location is served by public sewer and water; that steam is emitted for approximately one hour per day and the odor is similar to the odor from a bakery; that there are no gases emitted; that although it is a large building that there will three – four employees a day; that there is adequate parking onsite; that the wastewater will not be trucked from the site but will be going into the waste lines.

County Council Report for CU 2210 Dewey Beer Company, LLC P a g e $~\mid~3$

Mr. Townsend stated that parking requirements have not yet been determined for a microbrewery; that the need for parking would not coincide with the needs of parking for the other facilities within the business park; that the Applicant is requesting to have music for special events

Mr. Mears asked if they would be making beer to take to the Dewey Beach location, but beer will not be produced and packaged to sell. Mr. Riley stated that the beer produced onsite will be sold through a distributor to restaurants and bars; that the raw materials will be trucked in; that with a larger facility, more product can be ordered at one time which will mean fewer deliveries.

Mr. Robertson said that this type of business is strongly monitored by both State and Federal Law and there is a limit on how much can be produced based on the type of license the brewery has.

Chairman Wheatley asked if the term EDU means Equivalent Dwelling Unit and if the Applicant meant the usage would be the same as 4 - 7 residential properties. Mr. Riley said that this is the predicted use for this location

The Commission found that no one spoke in favor of the Application.

The Commission found that Ms. Jacqueline Conklin spoke in opposition to the Application; that Ms. Conklin stated that she lives near the proposed microbrewery; that though it is a business area, it is surrounded by residential homes; that the current businesses in the park operate on a 8am - 5 pm basis; that parking is limited; that the value of the residences surrounding the microbrewery will be adversely affected; that there will be increased noise and lighting; and that she would like to know what will happen in the case of inclement weather.

Mr. Riley stated that there is limited indoor seating so in the case of inclement weather, there would be no outdoor seating; that a food truck will not be a permanent fixture on site but be there on weekends in the afternoons; and that they do not intend to be open into the late night.

Chairman Wheatley announced that the Public hearing for the Application was now closed.

At the conclusion of the Public Hearings, the Commission discussed this application.

Motion by Ms. Stevenson, seconded by Ms. Wingate, to defer application C/U 2210 – Dewey Beer Company, LLC for further consideration. Motion carried unanimously 5-0.

Approved Minutes of July 23, 2020 Planning & Zoning Commission Meeting

The Commission discussed this application which has been deferred since July 9, 2020.

Ms. Stevenson moved that the Commission recommend approval for Conditional Use 2110 Dewey Beer Company, LLC based upon the record made during the Public Hearing and for the following reasons:

- 1. This is an application for a micro-brewery in a C-1 Commercial Zone. This property has been zoned C-1 for many years. As a result, there is an expectation that it could be developed with any of the permitted uses in the C-1 Zone.
- 2. In the C-1 Zone, taverns, restaurants with alcoholic beverage services, bars and other commercial uses are permitted by right. This Conditional Use, except for the fact that the applicant is manufacturing the beer on the premises as the primary use, is similar to permitted uses under the C-1 Zone.
- 3. Aside from the brewing operations, there will be a tasting area associated with the use. Again, this is a similar space for the consumption of alcohol to what would be permitted within a restaurant under the property's C-1 Zoning.
- 4. The brewing operations will not have an adverse effect on the neighboring properties or the community. The applicants have stated that all the brewery operations will occur within the building, and there are not any sounds or smells that will come from the building during these operations.
- 5. There is no evidence that the use as a micro-brewery will have an adverse impact on neighboring properties, roadways or communities. Its impact is potentially less than some other permitted uses in the C-1 Zone.
- 6. This recommendation is subject to the following conditions:
 - a. The applicant must comply with all State and Federal requirements for the brewery and tasting room operations.
 - b. The hours of operation for public access to the micro-brewery shall be between 11:00 a.m. and 11:00 p.m. daily.
 - c. Any outdoor entertainment and music or the use of outdoor speakers shall end at 10:00 p.m. each night. All outdoor entertainment and music or outdoor speakers shall be oriented away from the residential properties to the north and east of the site.
 - d. The signage shall comply with the sign requirements of the underlying C-1 Zone.
 - e. All lighting shall be downward screened so that it does not shine on neighboring properties or roadways.
 - f. There shall not be any outside storage of materials associated with the brewing operation. Any waste or spent materials from the brewing operation shall be stored inside the building until hauled away by appropriate means.
 - g. Any dumpster associated with the use shall be screened from view of neighboring properties and roadways.
 - h. The use shall comply with all parking requirements contained in the Sussex County Zoning Code.
 - i. The failure to abide by these conditions shall result in the termination of the conditional use approval.
 - j. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning and Zoning Commission.

Motion by Ms. Stevenson, seconded by Mr. Hopkins and carried unanimously to grant approval for the reasons and conditions stated in the Motion. Motion carried 5-0.

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





Memorandum

To: Sussex County Planning Commission Members From: Nick Torrance, Planner I CC: Vince Robertson, Assistant County Attorney and applicant Date: July 2, 2020 RE: Staff Analysis for CU 2210 Dewey Beer Company

This memo is to provide background and analysis for the Planning Commission to consider as a part of application CU 2210 Dewey Beer Company to be reviewed during the July 9, 2020 Planning Commission Meeting. This analysis should be included in the record of this application and is subject to comments and information that may be presented during the public hearing.

The request is for a Conditional Use for Tax Parcel 235-30.00-21.00 to allow for a Conditional Use of land in a General Commercial (C-1) Zoning District for a microbrewery. The parcel is located on the east side of Harbeson Road in Milton, Delaware. The size of the property is approximately 5.20 acres +/-

The 2018 Sussex County Comprehensive Plan Update (Comprehensive Plan) provides a framework of how land is to be developed. As part of the Comprehensive Plan, a Future Land Use Map is included to help determine how land should be zoned to ensure responsible development. The Future Land Use map in the plan indicates that the subject property has the land use designation of "Commercial Area." The properties to the north, northwest, and east are also designated as "Low Density Areas." While the properties to the south are designated as a "Low Density Area."

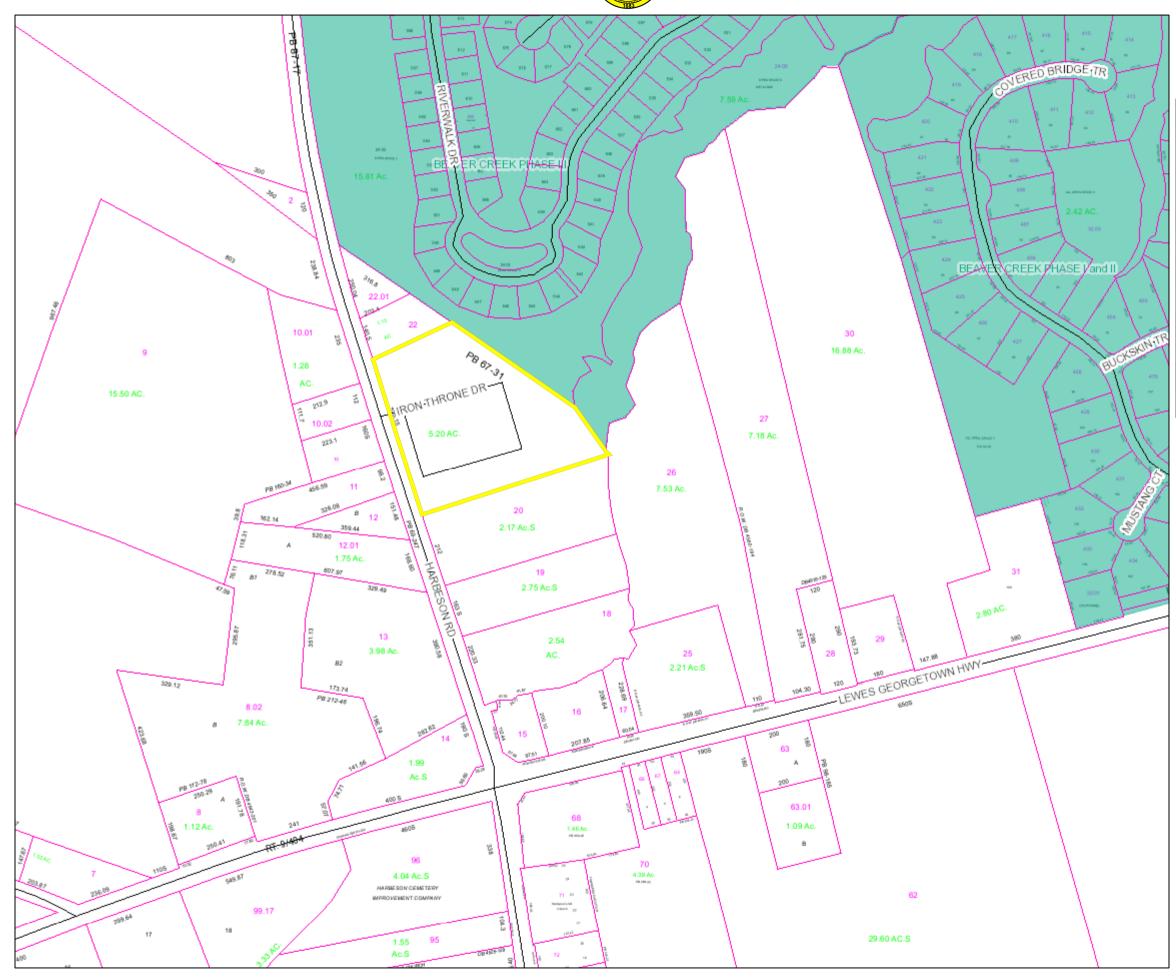
"Commercial Areas" include concentrations of retail and service uses that are mainly located along arterials, and highways. Specifically, Commercial Areas include commercial corridors, shopping centers, and other medium and large commercial vicinities geared towards vehicular traffic. While the primary uses envisioned in "Low Density Areas" are agricultural activities and homes. Business and development should be largely confined to those businesses addressing the needs of these two uses. Industrial and agribusiness uses that support or depend on agriculture should be permitted.

The property is zoned General Commercial (C-1) Zoning. The adjacent parcels to the north and northwest are also zoned General Commercial (C-1). The properties to the south and west on the opposite side of Harbeson Road are all zoned Agricultural Residential (AR-1). Additionally, the parcels to the east of the subject property are zoned Commercial Residential (CR-1).

Since 2011, there has been one Conditional Use application proposed within a one-mile radius of the application site. The application was for Conditional Use (C/U 2026) to allow a home based business (auto repair, detailing, and auto resales) in an Agricultural Residential (AR-1) zoned parcel. That application was denied by County Council on December 15th, 2015.



Based on the analysis of the land use, surrounding zoning and uses, a Conditional Use to allow for a microbrewery, subject to considerations of both scale and impact, could be considered as being consistent with the land use, area zoning and surrounding uses.



235-30.00-21.00
KING'S LANDING AT HARBESON LLC
3752
30030 GATEHOUSE DR
MILTON
DE
E/RT 5
825'N/RT 18

onLayer
Override 1
onLayer
Override 1
Tax Parcels
Streets
County Boundaries
Subdivisions
Zones 2018
0.2 PCT ANNUAL CHANCE FLOOD HAZARD
A
AE
AO
OPEN WATER
VE

1:4,514

0	0.05	0.1	0.2 mi
	<u> </u>	, 	
0	0.075	0.15	0.3 km



PIN:	235-30.00-21.00
Owner Name	KING'S LANDING AT HARBESON LLC
Book	3752
Mailing Address	30030 GATEHOUSE DR
City	MILTON
State	DE
Description	E/RT 5
Description 2	825'N/RT 18
Description 3	
Land Code	

polygonLayer

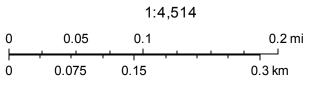
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polygonLayer

Override 1

Tax Parcels

---- Streets

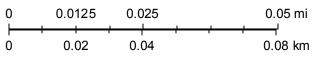




PIN:	235-30.00-21.00
Owner Name	KING'S LANDING AT HARBESON LLC
Book	3752
Mailing Address	30030 GATEHOUSE DR
City	MILTON
State	DE
Description	E/RT 5
Description 2	825'N/RT 18
Description 3	
Land Code	

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	Override 1
	Tax Parcels
	911 Address
	Streets
	County Boundaries
	Subdivisions
Flood	Zones 2018
	0.2 PCT ANNUAL CHANCE FLOOD HAZARD
	A
	AE
	AO
	OPEN WATER
	VE
	1.1 100

1:1,128



Introduced 12/10/19

Council District No. 3 – Burton Tax I.D. No. 235-30.00-21.00 911 Address: 18499 Harbeson Road, Harbeson

ORDINANCE NO.

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A C-1 GENERAL COMMERCIAL DISTRICT FOR A MICROBREWERY TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BROADKILL HUNDRED, SUSSEX COUNTY, CONTAINING 5.0 ACRES, MORE OR LESS

WHEREAS, on the 18th day of November 2019, a conditional use application, denominated Conditional Use No. 2210, was filed on behalf of Dewey Beer Company; and

WHEREAS, on the _____ day of ______ 2020, 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. 2210 be _____; and

WHEREAS, on the <u>day of</u> 2020, 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 XI, Subsection 115-79, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2210 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 Broadkill Hundred, Sussex County, Delaware, and lying on the east side of Harbeson Road (Route 5), approximately 707 feet north of Lewes-Georgetown Highway (Route 9), and being more particularly described in the attached legal description prepared by Fuqua, Willard, Stevens & Schab, PA, said parcel containing 5.0 acres, more or less.

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





Memorandum

To: Sussex County Council The Honorable Michael H. Vincent, President The Honorable Irwin G. Burton III, Vice President The Honorable Douglas B. Hudson The Honorable John L. Rieley The Honorable Samuel R. Wilson, Jr.

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

CC: Everett Moore, County Attorney

Date: August 5, 2020

RE: County Council Report for CU 2217 Israel Bravo

The Planning and Zoning Department received an application (CU 2217 filed on behalf of Israel Bravo) for a Conditional Use for parcel 331-2.00-44.07) to allow for storage of utilities, equipment and vehicles at 20871 Sanfilippo Road, Bridgeville. The parcel is zoned AR-1 Agricultural Residential Zoning District. The parcel size is 6.16 acres, more or less.

The Planning and Zoning Commission held a public hearing in relation to the Conditional Use application on July 9, 2020. At the meeting of July 23, 2020, the Commission recommended approval of the application for the 4 reasons and 7 conditions outlined within the motion (included below).

Below are the draft minutes from the Planning & Zoning Commission meetings of July 9, 2020 and July 23, 2020.

Draft Minutes of the July 9, 2020 Planning & Zoning Commission Meeting

An Ordinance to grant a Conditional Use of land in an AR-1 (Agricultural Residential District) for storage of utilities equipment and vehicles to be located on a certain parcel of land lying and being in Seaford Hundred, Sussex County, containing 6.16 acres, more or less. The property is lying on east side of Sanfilippo Rd approximately 0.85 mile north of Eskridge Rd (S.C.R. 531). 911 Address: 20871 Sanfilippo Rd., Bridgeville. Tax Parcel: 331-2.00-44.07

Mr. Whitehouse advised the Commission that they have received the Applicant's conceptual site plan, a staff analysis, a copy of the DelDOT service level evaluation response, and comments from the Sussex County Engineering Department Utility Planning Division.



The Commission found that Mr. Israel Bravo was present on behalf of his Application; that Mr. Bravo stated he is requesting a conditional use to store cable and equipment on his property; that cable is used for installing cable TV; that the business has been in operation for 11 years; that he has ten employees; that there is adequate parking onsite; that a sign is not necessary as he contracts for Comcast; that adjacent to this property there is a logging business; that there are no chemicals stored outdoors; and that only business equipment will be onsite.

The Commission found that no one spoke in favor of or in opposition to the Application. Upon there being no further questions, Chairman Wheatley closed the public hearing for this application.

At the conclusion of the Public Hearings, the Commission discussed C/U 2217 – Israel Bravo. Motion by Mr. Hopkins, second by Ms. Wingate, to defer action for further consideration. Motion carried 5-0.

Draft Minutes of July 23, 2020 Planning & Zoning Commission Meeting

The Commission discussed this application which has been deferred since July 9, 2020.

Mr. Hopkins moved that Commission recommend approval for Conditional Use 2217 Israel Bravo based upon the record made during the Public Hearing and for the following reasons:

- 1. This use is limited in nature. The applicant only seeks to park or store equipment associated with his utility installation company on the site. No construction activities occur on the site.
- 2. The use as location for parking and storage of equipment will not require extensive deliveries to or from the site, and the use does not generate a significant amount of traffic.
- 3. With the conditions and limitations placed upon the use, it will not have an adverse impact upon traffic, roadways or area properties.
- 4. No parties appeared in opposition to the application.
- 5. This recommendation is subject to the following conditions:
 - a. The use shall be limited to the parking and storage of vehicles, equipment, trailers and conduit reels associated with the utility installation company.
 - b. There shall not be any inoperable vehicles or equipment stored on the site. Also, no unregistered vehicles or trailers shall be stored on the site.
 - c. As confirmed by the Applicant, no sign for the business shall be located on the site.
 - d. All chemicals associated with the use shall be stored indoors and in appropriate containers.
 - e. The parking and storage areas shall be shown on the Final Site Plan, and clearly marked on the site itself.
 - f. The failure to abide by these conditions shall result in the termination of the conditional use approval.
 - g. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning and Zoning Commission.

Motion by Mr. Hopkins, seconded by Ms. Stevenson, and carried unanimously to recommend approval for the reasons and with the conditions stated in the Motion. Motion carried 5-0.

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





Memorandum

To: Sussex County Planning Commission Members From: Lauren DeVore, Planner III CC: Vince Robertson, Assistant County Attorney and applicant Date: July 1, 2020 RE: Staff Analysis for CU 2217 Israel Bravo

This memo is to provide background and analysis for the Planning Commission to consider as a part of application CU 2217 Israel Bravo to be reviewed during the July 9, 2020 Planning Commission Meeting. This analysis should be included in the record of this application and is subject to comments and information that may be presented during the public hearing.

The request is for a Conditional Use for Tax Parcel 331-2.00-44.07 to allow for a Conditional Use of land in an Agricultural Residential (AR-1) Zoning District for storage of utilities equipment and vehicles. The parcel is located on the east side of Sanfilippo Road in Seaford, Delaware. The size of the property is approximately 6.16 acres +/-

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

The primary uses envisioned in "Low Density Areas" are agricultural activities and homes. Business and development should be largely confined to those businesses addressing the needs of these two uses. Industrial and agribusiness uses that support or depend on agriculture should be permitted. Commercial uses should be limited in their location, size and hours of operation.

The properties to the east on the opposite side of Sanfilippo Road are designated "Developing Area." "Developing Areas" are newer, emerging growth areas that demonstrate characteristics of developmental pressures and support appropriate residential and business uses. Such uses may include business or industrial parks.

Furthermore, adjacent parcels to the north, south and west are all zoned Agricultural Residential (AR-1) Zoning District. The parcels to the east are zoned General Residential (GR) Zoning District.

Since 2011, there have been two Conditional Use applications proposed within a one-mile radius of the application site. The first application was for Conditional Use (C/U 2043) to amend Condition No. 19 of Conditional Use No. 1431 to allow additional time to complete the existing borrow pit operation on an Agricultural Residential (AR-1) zoned parcel. That application was approved by County Council on May 17, 2016 and adopted through Ordinance No. 2448.



The second application was for Conditional Use (C/U 2044) to allow for an expansion of an existing borrow pit operation on a parcel zoned General Residential (GR). This application was subsequently withdrawn by the applicant on March 16, 2016.

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

PLANNING & ZONING COMMISSION

ROBERT C. WHEATLEY, CHAIRMAN KIM HOEY STEVENSON, VICE-CHAIRMAN R. KELLER HOPKINS J. BRUCE MEARS HOLLY J. WINGATE





DELAWARE sussexcountyde.gov 302-855-7878 T 302-854-5079 F JAMIE WHITEHOUSE, AICP, MRTPI DIRECTOR

PLANNING AND ZONING AND COUNTY COUNCIL INFORMATION SHEET Planning Commission Public Hearing Date July 9, 2020.

Application: (CU 2217) Israel Bravo

- Applicant: Israel Bravo 20871 Sanfilippo Road Bridgeville, DE 19933
- Owner: Israel Bravo 20871 Sanfilippo Road Bridgeville, DE 19933
- Site Location: Located on the east side of Sanfilippo Road in Seaford, Delaware.
- Current Zoning: Agricultural Residential (AR-1)
- Proposed Use: Storage of utilities equipment and vehicles.

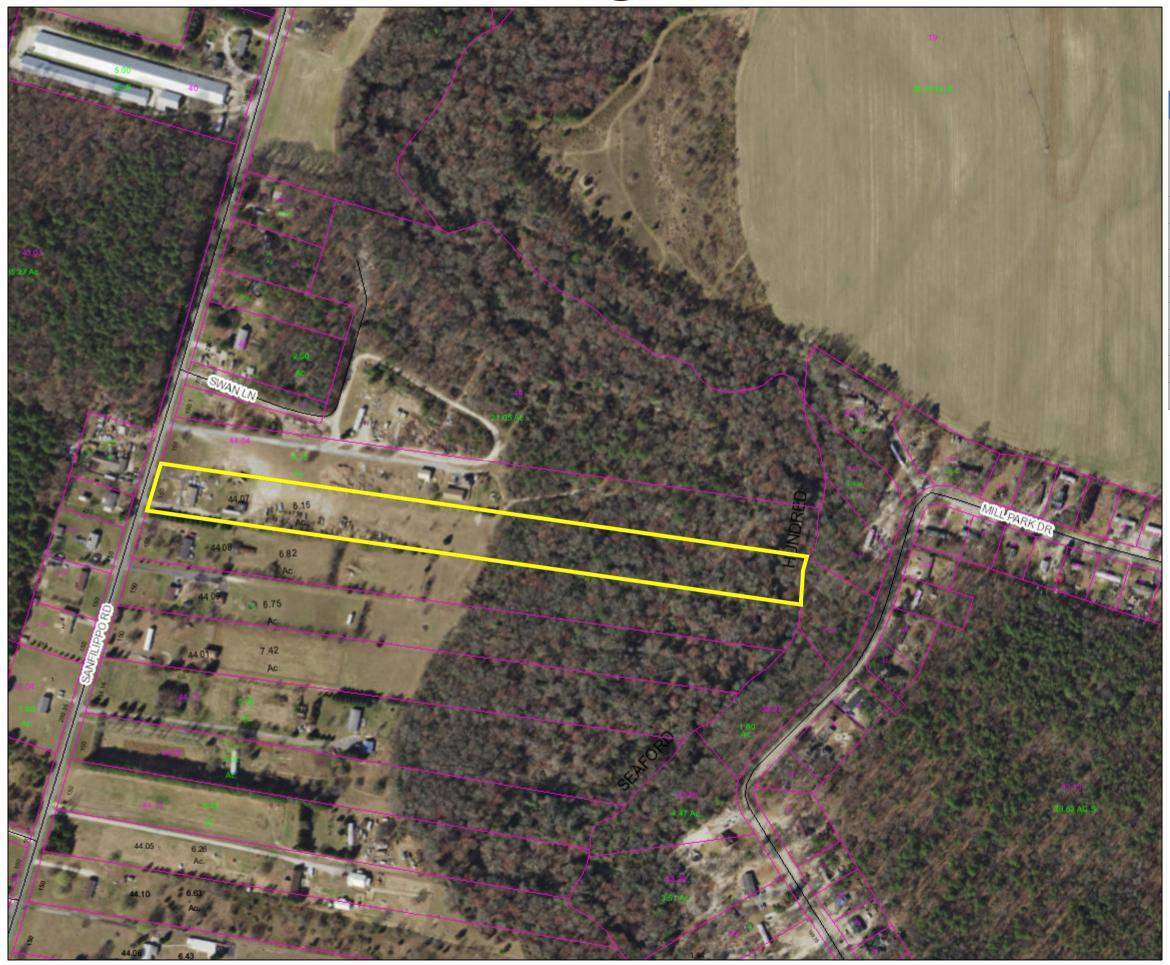
Comprehensive Land Use Plan Reference: Low Density Area

Councilmatic District:

strict: Mr. Vincent

- School District: Seaford School District
- Fire District: Seaford Fire District
- Sewer: Private, On-Site
- Water: Private, On-Site
- Site Area: 6.16 acres +/-
- Tax Map ID: 331-2.00-44.07





PIN:	331-2.00-44.07	
Owner Name	LOPEZ ISRAEL BRAVO	
Book	2557	
Mailing Address	20871 SANFILIPPO RD	
City	BRIDGEVILLE	
State	DE	
Description	E/ RT 533	
Description 2	4400'N/RT 531	
Description 3	T#39555	
Land Code		

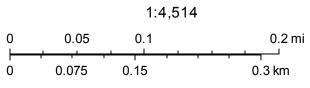
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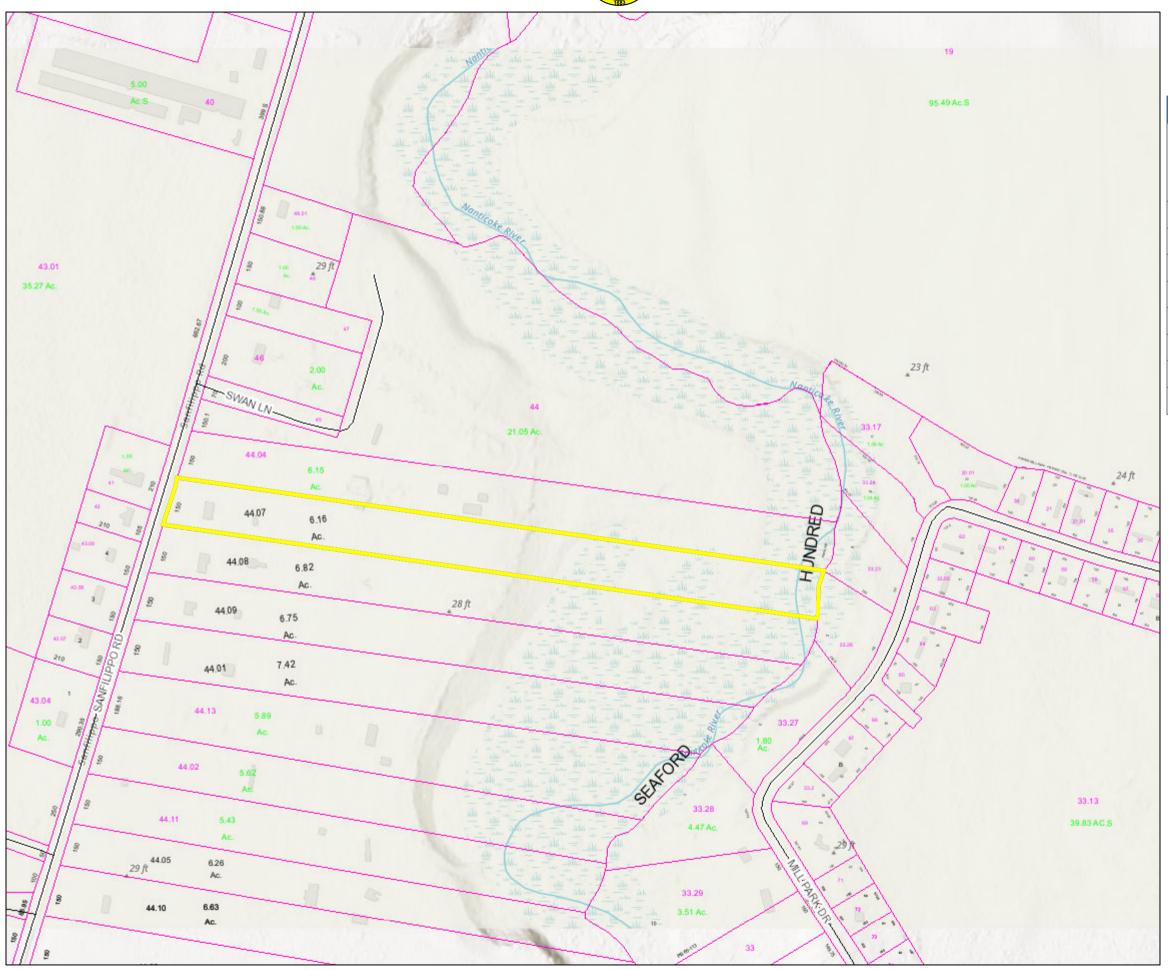
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Override 1

- Tax Parcels
- Streets
- County Boundaries





PIN:	331-2.00-44.07
Owner Name	LOPEZ ISRAEL BRAVO
Book	2557
Mailing Address	20871 SANFILIPPO RD
City	BRIDGEVILLE
State	DE
Description	E/ RT 533
Description 2	4400'N/RT 531
Description 3	T#39555
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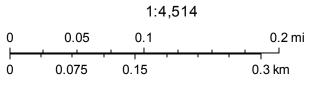
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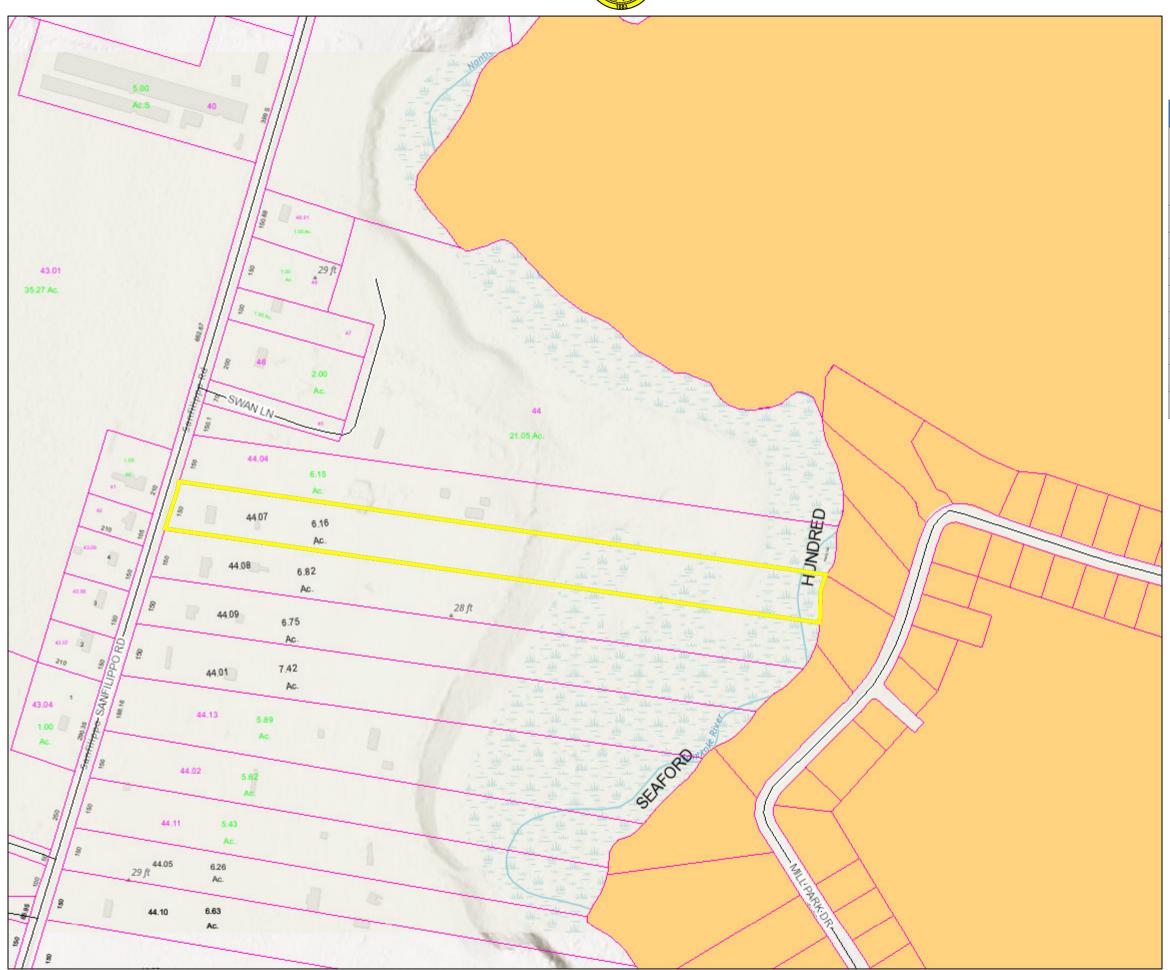
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Override 1

- Tax Parcels
- Streets
- County Boundaries





PIN:	331-2.00-44.07	
Owner Name	LOPEZ ISRAEL BRAVO	
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Mailing Address	20871 SANFILIPPO RD	
City	BRIDGEVILLE	
State	DE	
Description	E/ RT 533	
Description 2	4400'N/RT 531	
Description 3	T#39555	
Land Code		

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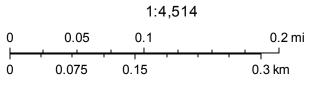
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Tax Parcels

Streets



Introduced 01/14/20

Council District No. 1 – Vincent Tax I.D. No. 331-2.00-44.07 911 Address: 20871 Sanfilippo Road, Bridgeville

ORDINANCE NO.

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR STORAGE OF UTILITIES EQUIPMENT AND VEHICLES TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SEAFORD HUNDRED, SUSSEX COUNTY, CONTAINING 6.16 ACRES, MORE OR LESS

WHEREAS, on the 11th day of December 2019, a conditional use application, denominated Conditional Use No. 2217, was filed on behalf of Israel Bravo; and

WHEREAS, on the _____ day of ______ 2020, 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. 2217 be _____; and

WHEREAS, on the <u>day of</u> 2020, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County determined, based on the findings of facts, that said conditional use is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County, and that the conditional use is for the general convenience and welfare of the inhabitants of Sussex County.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article IV, Subsection 115-22, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2217 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 Seaford Hundred, Sussex County, Delaware, and lying on the east side of Sanfilippo Road, and being more particularly described in the attached legal description prepared by Glynis MacAnanny, P.A., said parcel containing 6.16 acres, more or less.

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





Memorandum

To: Sussex County Council The Honorable Michael H. Vincent, President The Honorable Irwin G. Burton III, Vice President The Honorable Douglas B. Hudson The Honorable John L. Rieley The Honorable Samuel R. Wilson, Jr.

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

CC: Everett Moore, County Attorney

Date: August 5, 2020

RE: County Council Report for CZ 1917 Iacchetta Development Corporation

The Planning and Zoning Department received an application (CZ 1917 filed on behalf of Iacchetta Development Corporation) for a Change of Zone of parcel 533-18.00-28.01 from Agricultural Residential (AR-1) Zoning District to C-2 Medium Commercial Zoning District for 33175 Lighthouse Road, Selbyville. The size of the property is 0.504 acres +/-.

The Planning and Zoning Commission held a public hearing on July 9, 2020. At the meeting of July 23, 2020, the Commission recommended approval of the application for the 9 reasons outlined within the motion (included below).

Below are the draft minutes from the Planning & Zoning Commission meetings of July 9, 2020 and July 23, 2020.

Draft Minutes of the Planning & Zoning Commission Meeting of July 9, 2020

An Ordinance to amend the Comprehensive Zoning Map of Sussex County from an AR-1 (Agricultural Residential District) to a C-2 (Medium Commercial District) for a certain parcel of land lying and being in Baltimore Hundred, Sussex County, containing 0.504 acres, more or less. The property is lying on the north side of Lighthouse Rd. (Route 54) approximately 293.7 ft. west of West Line Rd. 911 Address: 33175 Lighthouse Road, Selbyville. Tax Parcel: 533-18.00-28.01

Mr. Whitehouse advised the Commission that they have received the Applicants conceptual site plan, a staff analysis, a copy of the DelDOT service level evaluation response, comments from the Sussex County Engineering Department Utility Planning Division and two letters of support.



The Commission found that Mr. Ray Tomasetti, Esq. was present on behalf of the Applicant Iachetta Development Corporation, that also present are Dino Iacchetta and Russell Hammond; that the subject is adjacent on the east and west to C-1 properties; that the plan is to exit through the shopping center on the east which is also owned by the Applicant; that there will be 21 parking spaces which will accommodate the overflow from the shopping center; and that the request is consistent with the land use in the area and the Sussex County Comprehensive Plan

Mr. Dino Iacchetta stated that there are lights for security, but they are not overly bright; and that when the shopping center was designed it included to points of entrance and exit for safety purposes.

The Commission found that no one spoke in favor of or in opposition to the Application. Upon there being no further questions, Chairman Wheatley closed the public hearing for this application.

At the conclusion of the Public Hearings, the Commission discussed C/Z 1917 – Iacchetta Development Corporation. Motion by Ms. Wingate, seconded by Mr. Hopkins, to defer action for further consideration. Motion carried 5-0.

Draft Minutes of the Planning & Zoning Commission Meeting of July 23, 2020

The Commission discussed this application which has been deferred since July 9, 2020.

Ms. Wingate moved that the Commission recommend approval for Change of Zone 1917 Iacchetta Development Corporation for a change of zone from AR-1 Agricultural Residential zoning to C-2 Medium Commercial zoning based upon the record made during the Public Hearing and for the following reasons:

- 1. C-2 Medium Commercial Zoning is designed to support retail sales and the performance of consumer services. It is intended to be located near arterial and collector roads.
- 2. The Applicant's property is currently zoned AR-1, but it is completely surrounded by other properties with commercial zoning. This is an infill zoning request and it is an appropriate location for C-2 zoning.
- 3. C-2 Zoning at this location will benefit nearby residents of Sussex County by providing a convenient location for expanded small retail and service uses in addition to those that exist on either side of this property.
- 4. There is no evidence that this rezoning will have an adverse impact on neighboring properties or area roadways.
- 5. The site is in the "Coastal Area" according to the Sussex County Land Use Plan and Future Land Use Map. This is an appropriate location for C-2 Zoning according to the Plan.
- 6. The location is served by central sewer, which is appropriate to support C-2 Zoning and the permitted uses within that district.
- 7. The proposed rezoning meets the general purpose of the Zoning Code by promoting the orderly growth, convenience, order prosperity and welfare of the County.

County Council Report for CZ 1917 Iacchetta Development Corporation P a g e $~\mid~3$

- 8. No parties appeared in opposition to the rezoning application.
- 9. Any future use of the property will be subject to Site Plan review by the Sussex County Planning and Zoning Commission.

Motion by Ms. Wingate, seconded by Ms. Hoey-Stevenson, and carried unanimously to recommend approval for the reasons and with the conditions stated in the Motion. Motion carried 5-0.







Memorandum

To: Sussex County Planning Commission Members From: Chase Phillips, Planner I CC: Vince Robertson, Assistant County Attorney and Applicant Date: June 16, 2020 RE: Staff Analysis for CZ 1917 Iacchetta Development Corporation

This memo is to provide background and analysis for the Planning Commission to consider as a part of application CZ 1917 to be reviewed during the July 09, 2020 Planning Commission Meeting. This analysis should be included in the record of this application and is subject to comments and information that may be presented during the public hearing.

The request is for a Change of Zone for parcel 533-18.00-28.01 from an Agricultural Residential District (AR-1) to a Medium Commercial District (C-2). The parcel is located on the north side of Lighthouse Road (Route 54), approximately 293.7 feet west of West Line Road in Selbyville, Delaware. The size of the property is 0.504 acres +/-.

The 2018 Sussex County Comprehensive Plan Update (Comprehensive Plan) provides a framework of how land is to be developed. As part of the Comprehensive Plan a Future Land Use Map is included to help determine how land should be zoned to ensure responsible development. The Future Land Use map in the plan indicates that the property has the land use designation of "Coastal Area."

The areas to the to the north, south, east and west are also designated "Coastal Areas." Coastal Areas are areas that can accommodate development provided special environmental concerns are addressed. The Coastal Area also supports a range of housing types including single-family homes, townhomes, and multi-family units. Retail and office uses are appropriate but larger shopping centers and office parks should be confined to selected locations with access along arterial roads. Mixed-use development may also be permitted in select locations.

The Medium Commercial (C-2) Zoning District is listed as an applicable zoning district for the Coastal Area under Table 4.5-2 "Zoning Districts Applicable to Future Land Use Categories" of the 2018 Sussex County Comprehensive Plan.

The property is currently within an Agricultural Residential (AR-1) Zoning District. The adjacent properties that lie on the east and west sides of the subject site are both zoned Medium Commercial (C-2). The parcel to the north is zone Agricultural Residential (AR-1). Parcels to the south which exist on south side of Lighthouse Road, are zoned Agricultural Residential (AR-1). The parcel to the southeast, which lies on the corner of Lighthouse Road and West Line Road is zoned Commercial Residential (C-3).

Since 2011, there have been two Change of Zones within a one-mile radius of the subject site. CZ 1711 proposed a change from a General Commercial (C-1) Zoning District to a Commercial Residential (C-3) Zoning District. It was approved on February 14, 2012 and adopted by County







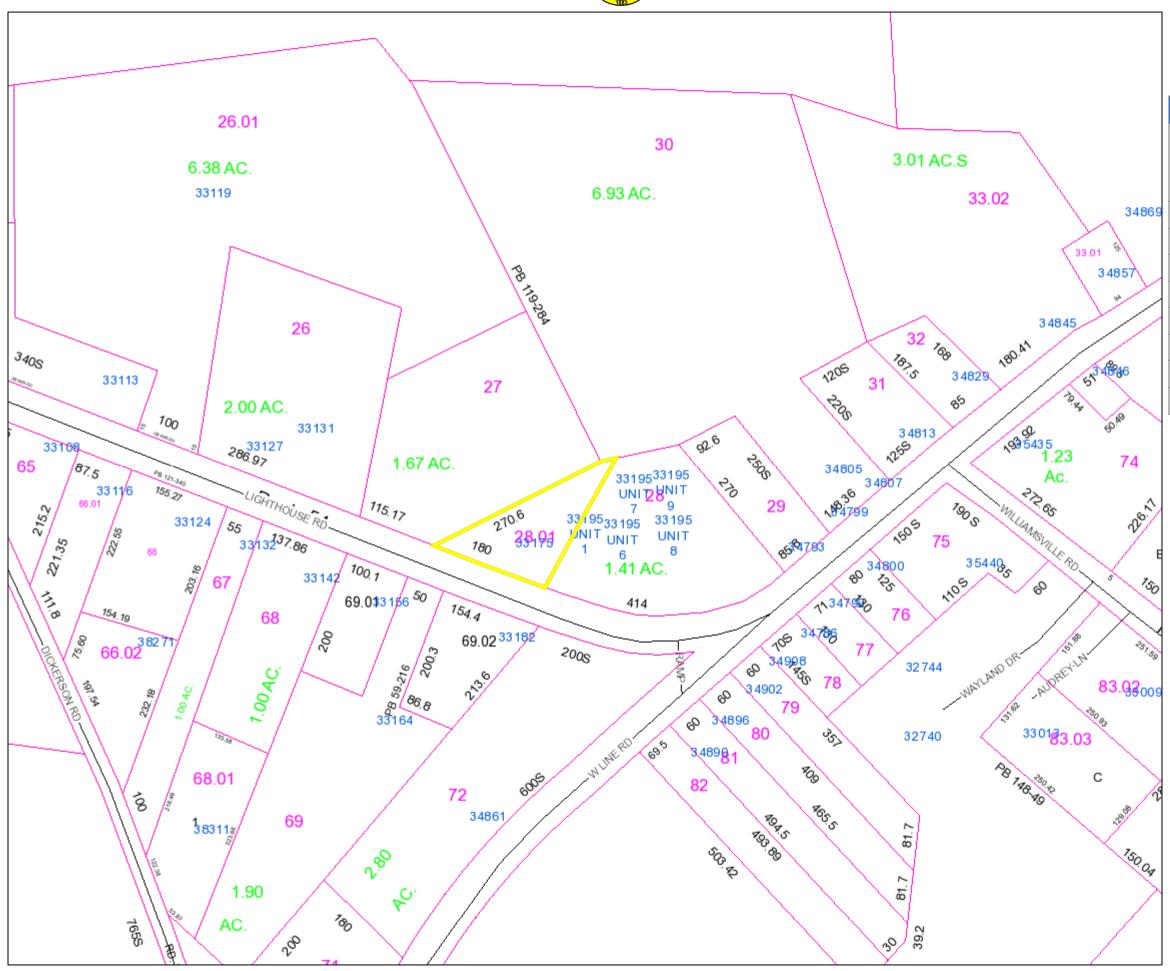


Council through Ordinance No. 2241. This parcel lies on the southwest corner of Lighthouse Road (Route 54) and West Line Road (S.C.R. 396). CZ 1804 proposed a change from an Agricultural Residential (AR-1) Zoning District to a Neighborhood Business (B-1) Zoning District. It was approved on August 30, 2016 and adopted through Ordinance No. 2461. This parcel exists approximately 0.2 miles northeast of the subject side on the south side of Lighthouse Road.

Based on the analysis of the land use, surrounding zoning and uses, a change of zone to allow for a property to be zoned Medium Commercial (C-2) could be considered as being consistent with the land use, area zoning, and surrounding uses.







PIN:	533-18.00-28.01
Owner Name	IACCHETTA DEVELOPMENT CORPORATION
Book	2473
Mailing Address	33195 LIGHTHOUSE RD UN
City	SELBYVILLE
State	DE
Description	RT. 54
Description 2	Lot W/IMP.
Description 3	
Land Code	

polygonLayer

Override 1

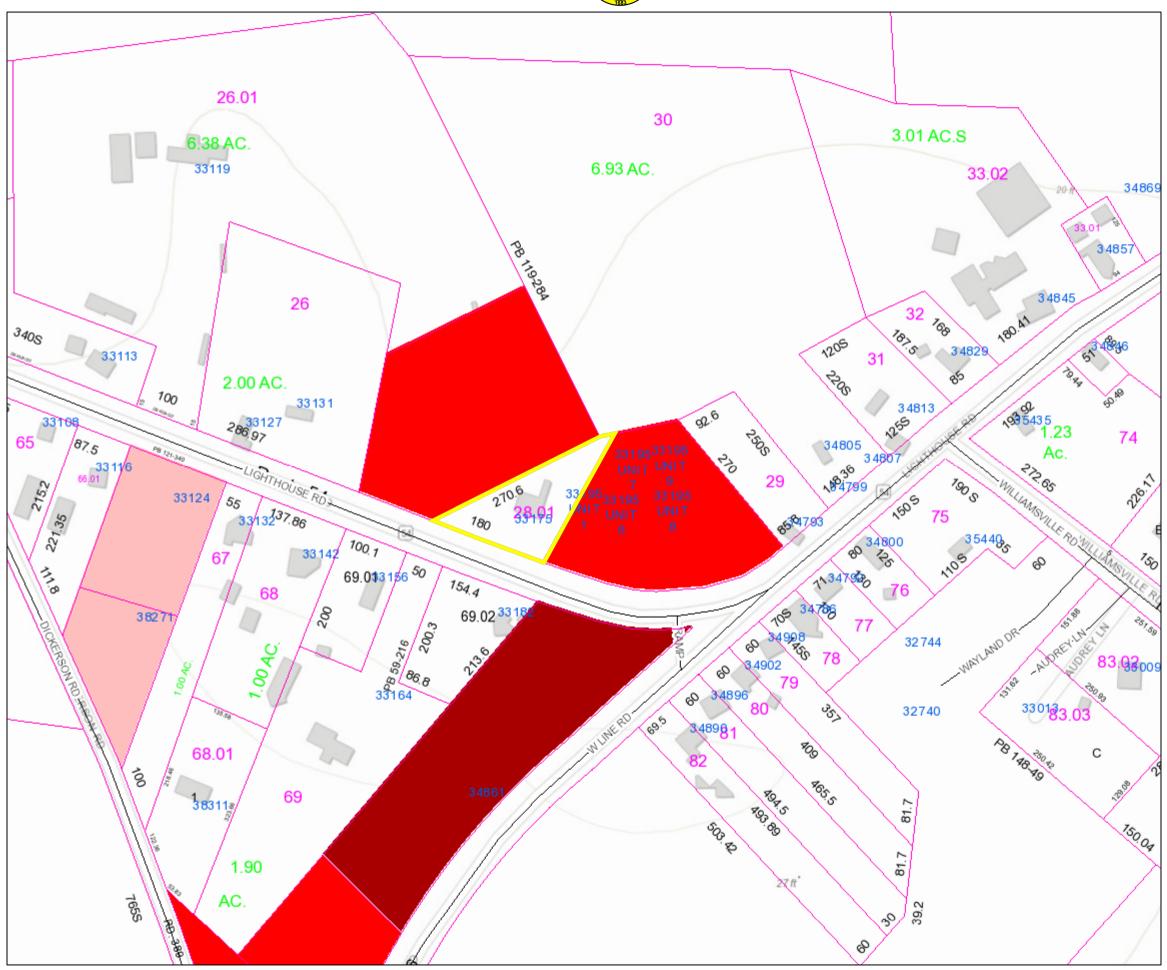
polygonLayer

Override 1

- Tax Parcels
- 911 Address
- Streets
- County Boundaries

		1:2,257		
0	0.0275	0.055		0.11 mi
0	0.0425	0.085	- 1 - 1	0.17 km





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Introduced 01/28/20

Council District No. 5 – Rieley Tax I.D. No. 533-18.00-28.01 911 Address: 33175 Lighthouse Road, Selbyville

ORDINANCE NO.

AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A C-2 MEDIUM COMMERCIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 0.504 ACRE, MORE OR LESS

WHEREAS, on the 7th day of January 2020, a zoning application, denominated Change of Zone No. 1917, was filed on behalf of Iacchetta Development Corporation; and

WHEREAS, on the _____ day of _____ 2020, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and said Planning and Zoning Commission recommended that Change of Zone No. 1917 be

____; and

WHEREAS, on the _____ day of ______ 2020, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County has determined, based on the findings of facts, that said change of zone is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article II, Subsection 115-7, Code of Sussex County, be amended by deleting from the Comprehensive Zoning Map of Sussex County the zoning classification of [AR-1 Agricultural Residential District] and adding in lieu thereof the designation of C-2 Medium Commercial District as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece or parcel of land lying and being situate in Baltimore Hundred, Sussex County, Delaware, and lying on the north side of Lighthouse Road (Route 54), approximately 293.7 feet west of W Line Road, and being more particularly described in the attached legal description prepared by Raymond E. Tomasetti, Jr., said parcel containing 0.504 acre, more or less.

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