NEW CASTLE COUNTY COUNCIL
COUNCIL MEETING

November 28, 2023
6:30 PM

VIRTUAL ZOOM WEBINAR MEETING* &**
LOUIS L. REDDING CITY/COUNTY BUILDING
1ST FLOOR COUNCIL CHAMBERS
800 N. FRENCH STREET, WILMINGTON, DE 19801

AGENDA

A. Call to Order

- **Moment of Silence**
- **Pledge of Allegiance**
- **Roll Call**

B. Approval of Minutes

C. Announcements

D. Introduction of Ordinances

°23-161: TO PROVIDE FOR THE INSTALLATION OF GRANVILLE STREET LIGHTS WITH LIGHT EMITTING DIODE (LED) BULBS AND THE OPTIONAL WADSWORTH 12' POLE IN THE DELAWARE NATIONAL SUBDIVISION LOCATED IN THE CHRISTIANA HUNDRED AND FOR A LIGHT TAX BASED ON THE COST OF STREET LIGHTS Introduced by: Ms. Durham

º23-162: AMEND THE GRANTS BUDGET: APPROPRIATE ANTICIPATED FEDERAL FUNDS OF $16,425,000 FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT TO THE SECTION 8 HOUSING CHOICE VOUCHERS – 2024 GRANT, WHICH WILL BE ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES, DIVISION OF COMMUNITY DEVELOPMENT AND HOUSING Introduced by: Mr. Hollins, Mr. Street

°23-163: AMEND THE FY2024 CAPITAL PROGRAM AND BUDGET: APPROPRIATE $500,000 FROM THE GENERAL FUND TAX STABILIZATION RESERVE ACCOUNT TO THE DEPARTMENT OF PUBLIC SAFETY, EMS STATIONS CAPITAL PROJECT TO FUND COSTS RELATING TO PLANNING, DESIGN, PLAN DEVELOPMENT, PERMITTING, RELATED COSTS AND EXPENSES, AND CONSTRUCTION COSTS FOR A NEW PUBLIC SAFETY FACILITY TO BE LOCATED ON PARCEL # 13-013.00-251, 2400 DUPONT PARKWAY, MIDDLETOWN, DE 19709 Introduced by: Mr. Bell, Mr. Carter

°23-164: AMEND THE FY2024 APPROVED OPERATING BUDGET: ALLOW FOR THE TRANFER OF FUNDS FROM THE FY2024 APPROVED OPERATING BUDGET (COUNTY COUNCIL CONTINGENCY) TO THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF

POLICE, TO PROVIDE FUNDING RELATING TO THE NEW CASTLE COUNTY POLICE ACCOUNTABILITY BOARD Introduced by: Ms. Kilpatrick, Mr. Smiley

E. Reports from Select and Special Committees

F. Consent Calendar

R23-205:CONSENTING TO THE REAPPOINTMENT OF SAMUEL R. HARBISON, JR. TO THE NEW CASTLE COUNTY DIVERSITY COMMISSION Introduced by: Ms. George

R23-206:CONSENTING TO THE REAPPOINTMENT OF JIMMY C. KROON TO THE NEW CASTLE COUNTY AGRICULTURAL LAND PRESERVATION ADVISORY COMMITTEE Introduced by: Ms. Hartley-Nagle

R23-207: CONSENTING TO THE REAPPOINTMENT OF ROURKE A. MOORE TO THE NEW CASTLE COUNTY DIVERSITY COMMISSION Introduced by: Mr. Hollins

NOTE: If an item on the Consent Calendar is objected to by a Council member, or a member of the public wishes to obtain additional information about the candidate or proposed legislation, or if a Councilmember intends to offer an amendment to a resolution, seek additional information, or state a conflict, it shall be removed from the Consent Calendar and voted upon separately.

G. Presentations

H. Consideration of Resolutions Removed from the Consent Calendar and Other Resolutions

R23-208: AUTHORIZING THE EXECUTION OF A SUBAWARD AGREEMENT WITH BIG BROTHERS BIG SISTERS OF DELAWARE TO EXPAND TUTORING AND MENTORING SERVICES WITHIN SCHOOLS IN NEW CASTLE COUNTY FOR THE DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE IN THE AMOUNT OF $100,000.00. Introduced by: Mr. Smiley, Mr. Cartier

R23-209: AUTHORIZING THE EXECUTION OF A SUBAWARD AGREEMENT WITH THE CENTER FOR STRUCTURAL EQUITY, INC.TO CREATE A YOUTH VIOLENCE INTERVENTION PROGRAM FOR THE DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE IN THE AMOUNT OF $150,000.00. Introduced by: Mr. Smiley, Mr. Cartier

R23-210: AUTHORIZING THE EXECUTION OF A SUBAWARD AGREEMENT WITH KIND TO KIDS FOUNDATION TO PROVIDE SERVICES TO IMPACTED YOUTH IN FOSTER CARE FOR THE DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE IN THE AMOUNT OF $100,000.00 Introduced by: Mr. Smiley, Mr. Cartier

R23-211: AUTHORIZING THE EXECUTION OF A SUBAWARD AGREEMENT WITH KINGSWOOD COMMUNITY CENTER, INC. TO ADD NEW TEACHERS TO ITS EARLY LEARNING PROGRAM FOR THE DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE IN THE AMOUNT OF $100,000.00. Introduced by: Mr. Smiley, Mr. Cartier

R23-212: AUTHORIZING THE EXECUTION OF A SUBAWARD AGREEMENT WITH LITERACY DELAWARE, INC. TO SUPPORT AND EXPAND ITS LITERACY PROGRAMS FOR THE DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE IN THE AMOUNT OF $55,000.00 Introduced by: Mr. Smiley, Mr. Cartier

R23-213: AUTHORIZING THE EXECUTION OF A SUBAWARD AGREEMENT WITH THE TEEN WAREHOUSE INC. TO PROVIDE MENTORING SERVICES FOR YOUTH IN THE

SURROUNDING COMMUNITY FOR THE DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE IN THE AMOUNT OF $100,000.00. Introduced by: Mr. Smiley, Mr. Cartier

R23-214: AUTHORIZING THE EXECUTION OF A SUBAWARD AGREEMENT WITH YWCA DELAWARE, INC. TO PROVIDE PREVENTION AND SUPPORT RESOURCES TO THE YOUTH FROM ROSEGATE AND RICHARDSON PARK PROMOTING WELLBEING AND PROTECTIVE FACTORS AGAINST VIOLENCE FOR THE DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE IN THE ADDITIONAL AMOUNT OF $30,000.00 Introduced by: Mr. Smiley, Mr. Cartier

R23-215: AUTHORIZING THE EXECUTION OF ONE PURCHASE ORDER CONTRACT FOR N. HARRIS COMPUTER CORPORATION SYSTEM INNOVATORS TO ENHANCE AND INTEGRATE THE EXISTING IMAGE CASH LETTER (ICL) SYSTEM FOR EFFICIENT CHECK DEPOSIT PROCESSING FOR THE DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE IN THE AMOUNT OF $8,000.00 Introduced by: Mr. Smiley, Mr. Cartier

R23-216: AUTHORIZING THE EXECUTION OF ONE CONTRACT AGREEMENT WITH MBID OF DELAWARE, LLC TO ASSIST IN THE CREATION OF NEW AFFORDABLE RENTAL HOUSING UNITS IN NEWARK, DELAWARE FOR THE DEPARTMENT OF COMMUNITY SERVICES, DIVISION OF COMMUNITY DEVELOPMENT AND HOUSING IN THE AMOUNT OF $1,000,000.00. Introduced by: Mr, Smiley, Mr. Cartier

R23-217: AUTHORIZING THE EXECUTION OF ONE CONTRACT AGREEMENT WITH WARRIORS HELPING WARRIORS, INC. TO ASSIST WITH THE DEVELOPMENT OF AFFORDABLE HOUSING FOR HOMELESS VETERANS IN MIDDLETOWN, DE FOR THE DEPARTMENT OF COMMUNITY SERVICES, DIVISION OF COMMUNITY DEVELOPMENT AND HOUSING IN THE AMOUNT OF $331,937.00. Introduced by: Mr. Smiley, Mr. Cartier

R23-218: AUTHORIZING THE EXECUTION OF ONE CONTRACT WITH GRAYSHIFT, LLC TO PURCHASE TWO UNITS OF FORENSIC EQUIPMENT, AND THE ASSOCIATED LICENSES, FOR POLICE INVESTIGATIONS FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE IN THE AMOUNT OF $57,160.64 Introduced by: Mr. Smiley, Mr. Cartier

R23-219: AUTHORIZING THE COUNTY EXECUTIVE TO SIGN THE AMENDED DELAWARE PUBLIC EMPLOYEES COUNCIL 81, AFSCME (AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES) (AFL-CIO), AND ITS AFFILIATE LOCAL 3911, COLLECTIVE BARGAINING AGREEMENT Introduced by: Ms. Hartley-Nagle

R23-220: PLAN OF LOGISTICENTER AT NEW CASTLE COUNTY; ST. GEORGES HUNDRED; SOUTHWESTERLY CORNER OF ROUTE 301 AND JAMISON CORNER ROAD; MAJOR LAND DEVELOPMENT PLAN THAT PROPOSES A 1,409,850 SF WAREHOUSE AND A 962,000 SF WAREHOUSE WITH ASSOCIATED SITE IMPROVEMENTS; BP ZONING; APPLICATION NO. 2021-0470; COUNCIL DISTRICT 6 Introduced by: Mr. Carter

I. Consideration of Ordinances

º23-149: AMEND THE GRANTS BUDGET: APPROPRIATE INTEREST INCOME $5,833.63 AND PROGRAM INCOME $597,104.77 TO THE FY2023 HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) GRANT, WHICH IS ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES, DIVISION OF COMMUNITY DEVELOPMENT AND HOUSING Introduced by: Mr. Hollins, Mr. Street

º23-150: TO APPROPRIATE $150,000 IN THE NEW CASTLE COUNTY HOUSING TRUST FUND TO BE ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES Introduced by: Mr. Hollins, Mr. Street

°23-151: AMEND THE GRANTS BUDGET: APPROPRIATE $9,003.48 IN INTEREST INCOME TO CORONAVIRUS EMERGENCY FUNDS GRANT, WHICH IS ADMINISTERED BY

THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE Introduced by: Mr. Bell, Ms. Hartley-Nagle

°23-152: AMEND THE GRANTS BUDGET: REALIGN $95,544.00 IN FUNDS FROM THE STATE OF DELAWARE DEPARTMENT OF SAFETY AND HOMELAND SECURITY TO THE FY2023 FUNDS TO COMBAT VIOLENT CRIME GRANT FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE Introduced by: Mr. Bell, Ms. Hartley-Nagle

°23-153: AMEND THE FY2024 CAPITAL PROGRAM AND BUDGET: APPROPRIATE $700,000 IN FUNDING FROM THE GENERAL FUND TAX STABILIZATION RESERVE ACCOUNT TO THE DEPARTMENT OF PUBLIC WORKS, GENERAL PARKLAND IMPROVEMENTS 2024-2025 CAPITAL PROJECT Introduced by: Mr. Sheldon, Mr. Carter

°23-154: AMEND THE FY2024 CAPITAL PROGRAM AND BUDGET: TRANSFER $300,000 FROM THE PUBLIC SAFETY PARKING LOT LIGHTING CAPITAL PROJECT TO THE PUBLIC SAFETY BUILDING RENOVATIONS CAPITAL PROJECT Introduced by: Mr. Sheldon, Mr. Carter

°23-155: AMEND THE FY2024 APPROVED OPERATING BUDGET: INCREASE THE AUTHORIZED POSITION COUNT FOR THE DEPARTMENT OF PUBLIC WORKS BY FIVE POSITIONS TO SUPPLEMENT PARK MAINTENANCE Introduced by: Mr. Sheldon, Mr. Carter, Ms. Hartley-Nagle

°23-156:TO AMEND NEW CASTLE COUNTY CODE CHAPTER 13 (“STORMWATER MAINTENANCE DISTRICTS”) REGARDING STORMWATER MAINTENANCE AND HILLS OF HOCKESSIN COMMUNITY Introduced by: Ms. Kilpatrick

°23-157: TO AMEND NEW CASTLE COUNTY CODE CHAPTER 13 (“STORMWATER MAINTENANCE DISTRICTS”) REGARDING STORMWATER MAINTENANCE AND THORNBERRY COMMUNITY Introduced by: Ms. Kilpatrick

°23-158: TO AMEND NEW CASTLE COUNTY CODE CHAPTER 13 (“STORMWATER MAINTENANCE DISTRICTS”) REGARDING STORMWATER MAINTENANCE AND ACADEMY HILL PHASE IV COMMUNITY Introduced by: Ms. George

°23-159: AMEND THE GRANTS BUDGET: APPROPRIATE $100,000 IN AMERICAN RESCUE PLAN ACT LOCAL ASSISTANCE AND TRIBAL CONSISTENCY FUND FROM THE U.S. DEPARTMENT OF TREASURY Introduced by: Mr. Smiley, Mr. Cartier

°23-160: TO AMEND NEW CASTLE COUNTY CODE CHAPTER 2 (“ADMINISTRATION”), ARTICLE 5 (“DEPARTMENTS AND OFFICES”) TO CREATE THE NEW CASTLE COUNTY PUBLIC ARTS COMMISSION Introduced by: Ms. Durham, Ms. George, Mr. Tackett, Mr. Street, Mr. Cartier, Mr. Carter, Ms. Hartley-Nagle, Mr. Toole, Ms. Kilpatrick

°23-141: (STATUS: TABLED) TO AMEND NEW CASTLE COUNTY CODE CHAPTER 2 (“ADMINISTRATION”), ARTICLE 5 (“DEPARTMENTS AND OFFICES”), SECTION 303 (“PURCHASING OF CONTRACT CONSTRUCTION”) AND SECTION 502 (“PURCHASING OF SUPPLIES AND CONTRACTUAL SERVICES”) Introduced by: Mr. Smiley, Mr. Cartier

J. Time Sensitive Congratulatory/Honorary Resolutions

R23-221: CONGRATULATING EDWARD A. KALINOWSKI, SR. ON 55 YEARS OF SERVICE WITH THE DELAWARE CITY FIRE COMPANY Introduced by: Mr. Bell

K. Introduction/Consideration of Emergency Ordinances

L. Public Comment/Other

M. Motion to Adjourn

AGENDA POSTED: November 21, 2023

*The agenda is posted (7) seven days in advance of the scheduled meeting in compliance with 29 *Del. C.* Section 10004(e)(2). The meeting may go into Executive Session to address issues that arise at the time of the meeting.

**Under Title 29, Section 10006A of *Delaware Code*, New Castle County Council is holding this meeting as a telephone and video conference, utilizing zoom Webinar. In addition, this meeting is open to the public in Council Chambers (800 N. French Street, Wilmington, DE 19801). The link to join the meeting via computer, smart device, or smart phone is : https://zoom.us/j/377322142 You may also call into the meeting (audio) using the following call in numbers: 1-312-626-6799 or +1-646-558-8656 or +1-346-248-7799 or +1-669-900-9128 or +1-253-215-8782 or +1-301-715-8592. Then enter the Webinar ID: 377 322 142. If you do not have a good connection with one, please try the others. Additional information regarding phone functionality during the meeting is available at: https://support.zoom.us/hc/en-us/articles/360029527911-Live-Training-Webinars
Meeting materials, including a meeting agenda, legislation to be addressed during the meeting, and other materials related to the meeting are electronically accessible at https://www.nccde.org/2351/Agendas-and-Minutes Members of the public joining the meeting may be provided an opportunity to make comments in real time. A comment period will be administered by a moderator to ensure everyone may have an opportunity to comment.

If permitted to comment, you will not be able to speak until called upon by the moderator. For those appearing virtually, there are functions in the program that allow you to do this. Please see the link in the previous paragraph.

Prime Sponsor(s): Ms. Durham
Requested by: Administration/Finance
Date of introduction: November 28, 2023

ORDINANCE NO. 23-161

TO PROVIDE FOR THE INSTALLATION OF GRANVILLE STREET LIGHTS WITH LIGHT EMITTING DIODE (LED) BULBS AND THE OPTIONAL WADSWORTH 12' POLE IN THE DELAWARE NATIONAL SUBDIVISION LOCATED IN THE CHRISTIANA HUNDRED AND FOR A LIGHT TAX BASED ON THE COST OF STREET LIGHTS

WHEREAS, a petition has been filed with the Clerk of New Castle County Council for the establishment of a street light tax district in the **DELAWARE NATIONAL SUBDIVISION** and for the installation of Granville street lights with 150 watt light emitting diode (LED) bulbs and the optional Wadsworth 12' pole, therein.

NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:

Section 1. The County Executive is hereby authorized to execute a contract, in accordance with 9 *Del. C.* Chapter 21, to provide GRANVILLE street lights with 150 watt light emitting diode (LED) bulbs and the optional Wadsworth 12' pole, according to the standards established by the New Castle County Department of Land Use, to be erected along MERION DRIVE, COBBS CREEK WAY, MUIRFIELD WAY, SPYGLASS HILL WAY, PHALEN COURT, ROLLING OAKS WAY, SHINNECOCK DRIVE, PRAIRIE DUNES DRIVE, BETHPAGE DRIVE and SAWGRASS COURT as set forth in the petition.

Section 2. The properties set forth in the petition shall be subject to an annual tax based upon the full annual cost of the street lighting in an amount to be provided for in the Annual Revenue Ordinance.

Section 3. This Ordinance shall become effective immediately upon its adoption by County Council and approval by the County Executive, or as otherwise provided in 9 *Del. C.* § 1156.

Adopted by County Council of
New Castle County on:

_____
Karen Hartley-Nagle
President of Council
of New Castle County

Approved on:

_____
Matthew Meyer
County Executive
New Castle County

SYNOPSIS: This Ordinance approves the installation of GRANVILLE street lights with 150 watt light emitting diode (LED) bulbs and the optional Wadsworth 12' pole in the DELAWARE NATIONAL SUBDIVISION.

FISCAL NOTE: This Ordinance provides for the installation of GRANVILLE street lights with 150 watt light emitting diode (LED) bulbs and the optional Wadsworth 12' pole and the assessment of a light tax based on the rates set in the Annual Revenue Ordinance.

The light tax assessed on these DELAWARE NATIONAL SUBDIVISION properties set forth in the petition filed with the Clerk of County Council will be billed in conjunction with the annual property tax billing. The increased expenditure to the County resulting from the installation and maintenance will be offset by the increased revenues realized from the light tax assessment.

Matthew Meyer
County Executive

23-161
Michael Smith
Chief Financial Officer

OFFICE OF FINANCE

BUILDERS PETITION FOR STREET LIGHTING

STATE OF DELAWARE :

SS :

NEW CASTLE COUNTY :

TO: The Honorable President and Members of County Council of New Castle County, Delaware

BE IT KNOWN, that on this 11 TH Day of NOVEMBER, A.D. 2023 personally appeared before me, the undersigned Notary Public, ANDREW FINEROSKY, AUTH AGENT PAR 1, INC

of the State of Delaware, known to me as such, and being first duly sworn by me according to law, stated and said as follows:

1. PAR 1, INC holds record title to DELAWARE NATIONAL

a subdivision located in CHRISTIANA / MILL CREEK HUNDREDS, New Castle County, Delaware, the metes and bounds for which are set forth in the Deed dated 6/9/2023, _____, between GOLF COURSE ASSOC, LLC

_____ as grantors, and PAR 1, INC

_____ as grantee, recorded in the Office for the Recorder of Deeds in and for New Castle County at Wilmington, Delaware, in Deed Instrument Number 20230612-0037703, a copy of which is attached hereto and made a part hereof as EXHIBIT A. A substantially reduced copy of the record subdivision plan for the portion of the lands known as DELAWARE NATIONAL

New Castle County, Delaware, being known as Subdivision Instrument No. 20200916-0079846, is attached hereto and made a part hereof as EXHIBIT B.

2. PAR 1, INC as sole owner of DELAWARE NATIONAL an unincorporated community in CHRISTIANA / MILL CREEK HUNDRED, New Castle County, Delaware, hereby petitions New Castle County pursuant to 9 Del. C. 2101 et seq. (Rev. 1974) to enter into a contract for the purpose of providing light for the streets running through and within DELAWARE NATIONAL, the boundary lines of which are set forth on EXHIBIT A attached hereto and made part hereof, and more visually represented in EXHIBIT B attached hereto and made part hereof.

3. The type of streetlight and wattage being requested – Select one…

- ☐ Traditionaire LED (70 watt HPS equivalent)
- ☐ Traditionaire LED (100 watt HPS equivalent)
- ☐ Granville LED (70 watt HPS equivalent)
- ☐ Granville LED (100 watt HPS equivalent)
- ☒ Granville LED (150 watt HPS equivalent) *
- ☐ Granville with Ribs LED (70 watt HPS equivalent)
- ☐ Granville with Ribs LED (100 watt HPS equivalent)
- ☐ Granville with Ribs LED (100 watt HPS equivalent

* SEE ATTACHED FOR OPTIONAL POLE - WADSWORTH, 12'

4. List names of all streets you wish to have lights installed on SEE ATTACHED

BY Andrea Fineroski AUTH AGENT
ANDREA FINEROSKI PAR 1, INC.

BY _____

SWORN TO AND SUBSCRIBED before me the day and year aforesaid.

Notary Public

My commission expires: 2-22-25

(Seal)

KATHERINE MARY COZZA
NOTARY PUBLIC
STATE OF DELAWARE
MY COMMISSION EXPIRES FEB. 22, 2025

Delaware National Street Names

Merion Drive

Cobbs Creek Way

Muirfield Way

Spyglass Hill Way

Bethpage Drive

Phalen Court

Rolling Oaks Way

Shinnecock Drive

Prairie Dunes Drive

Sawgrass Court

DELAWARE NATIONAL
STREET LIGHT SELECTION

10/13/2023

Granville Street Light - 100 HPS
Optional Pole - Aluminum / 12' High

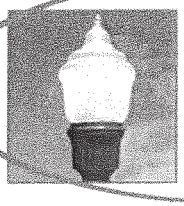
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Decorative Styles



Granville
Combines the aesthetic appeal of early 20th century acorn lights with advanced optics for superior performance.

Wattages/Lighting Source:
50 - 100 HPS



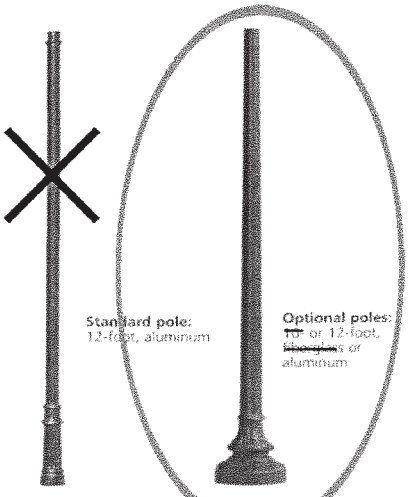
Granville With Ribs
Adds to the Granville's old-world elegance, enhancing the ambience of avenues, walk-ways & plazas.

Wattages/Lighting Source:
70 - 100 HPS



Arlington
Blends graceful octagonal symmetry with sleek design for parks, streets and open areas.

Wattages/Lighting Source:
100 - 150 HPS



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Prime Sponsor(s): Mr. Hollins, Mr. Street
Requested by: Community Services
Date of introduction: November 28, 2023

ORDINANCE NO. 23-162

**AMEND THE GRANTS BUDGET:
APPROPRIATE ANTICIPATED FEDERAL FUNDS OF $16,425,000 FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT TO THE SECTION 8 HOUSING CHOICE VOUCHERS – 2024 GRANT, WHICH WILL BE ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES, DIVISION OF COMMUNITY DEVELOPMENT AND HOUSING**

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) is projected to award funding to the Department of Community Services for the Section 8 Housing Choice Vouchers – 2024 Grant; and

WHEREAS, this funding will be used by the Department of Community Services, Division of Community Development and Housing for the administrative expenses of the program and rental and utility subsidies for very low-income families in New Castle County; and

WHEREAS, the County Executive has determined that revenues anticipated to be received shall be sufficient to cover the increase in the Grants Budget as hereinafter amended; and

WHEREAS, Council has determined that the provisions of this Ordinance substantially advance, and are reasonably and rationally related to, legitimate government interests (i.e., promoting the health, safety, morals, convenience, order prosperity, and/or welfare of the present and future inhabitants of this State).

NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:

Section 1. The Grants Budget, as adopted by Ordinance No. 75-173, is hereby amended by adding the material in Exhibit "A," which is underscored in its entirety, which is attached hereto and made a part hereof.

Section 2. This Ordinance shall become effective immediately upon its adoption by New Castle County Council and approval by the County Executive, or as otherwise provided by 9 *Del. C.* § 1156.

Section 3. The provisions of this Ordinance shall be effective January 1, 2024.

Adopted by County Council of
New Castle County on:

_____
Karen Hartley-Nagle
President of County Council
of New Castle County

Approved on:

_____

Matthew Meyer
County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, will appropriate anticipated federal funds of $16,425,000 from the U.S. Department of Housing and Urban Development (HUD) to the Section 8 Housing Choice Vouchers – 2024 Grant. This funding will be used for the administrative expenses of the program and rental and utility subsidies for very low-income families in New Castle County. For CY2024 1,861 housing choice vouchers are allocated for this program.

FISCAL NOTE: This Ordinance, if approved, will amend the Grants Budget by appropriating $16,425,000 from the U.S. Department of Housing and Urban Development (HUD) to the Section 8 Housing Choice Vouchers – 2024 Grant.

This Ordinance is an estimate of the funding to be awarded for Calendar Year 2024. It is anticipated that the award will be announced in the spring of 2024. This appropriation allows the Department of Community Services, Division of Community Development and Housing to provide uninterrupted service until the Federal budget is passed. This grant will be amended if there is any change in funding from HUD upon award.

The fiscal impact of this Ordinance, if approved, will be an increase in the authorized spending authority of the Grants Budget of $16,425,000. This increase will affect FY2024 and FY2025 since the targeted program completion date of the program is December 31, 2024. There will be no fiscal impact beyond FY2025 as a result of the grant award. FY2023 funding was authorized in the amount of $17,265,000.

DEPARTMENT: Community Services **EXHIBIT:** **"A"**

GRANT TITLE: Section 8 Housing Choice Vouchers - 2024 **Ordinance No.** 23-162

PROGRAM TITLE: Section 8 Housing Choice Vouchers - 2024

Expense	Current	Change	Revised
Salaries and Wages	$ 810,000.00	$ -	$ 810,000.00
Benefits	$ 476,459.00	$ -	$ 476,459.00
Training/Civic Affairs	$ 12,110.00	$ -	$ 12,110.00
Communication/Utilities	$ 11,360.00	$ -	$ 11,360.00
Materials/Supplies	$ 6,900.00	$ -	$ 6,900.00
Contractual Services	$ 226,264.00	$ -	$ 226,264.00
Equipment	$ 1,000.00	$ -	$ 1,000.00
Grants/Fixed Charges	$ -	$ -	$ -
Land and Structures	$ -	$ -	$ -
Contingency	$ -	$ -	$ -
Operating Transfer Charges	$ 58,100.00	$ -	$ 58,100.00
Operating Transfer Credits	$ 14,822,807.00	$ -	$ 14,822,807.00
Total	$ 16,425,000.00	$ -	$ 16,425,000.00

Revenue	Current	Change	Revised
Federal	$ 16,425,000.00	$ -	$ 16,425,000.00
State	$ -	$ -	$ -
County	$ -	$ -	$ -
Program Income	$ -	$ -	$ -
Other	$ -	$ -	$ -
Total	$ 16,425,000.00	$ -	$ 16,425,000.00

SUPPLEMENTAL INFORMATION

Estimated Program Initiation: 1/1/2024 **Estimated Program Completion:** 12/31/2024

The Local Match: **Found in (ORG):**

Ordinance Passed: **Date Revised:**

PROGRAM DESCRIPTION:

Section 8 Housing Choice Vouchers - Calendar Year 2024 Grant from the U.S. Department of Housing and Urban Development (HUD) for administrative expenses of the program and for rental and utility subsidies for very low-income families in New Castle County.

11/28/2023

Prime Sponsors: Mr. Bell, Mr. Carter
Date of introduction: November 28, 2023

ORDINANCE NO. 23-163

AMEND THE FY2024 CAPITAL PROGRAM AND BUDGET: APPROPRIATE $500,000 FROM THE GENERAL FUND TAX STABILIZATION RESERVE ACCOUNT TO THE DEPARTMENT OF PUBLIC SAFETY, EMS STATIONS CAPITAL PROJECT TO FUND COSTS RELATING TO PLANNING, DESIGN, PLAN DEVELOPMENT, PERMITTING, RELATED COSTS AND EXPENSES, AND CONSTRUCTION COSTS FOR A NEW PUBLIC SAFETY FACILITY TO BE LOCATED ON PARCEL # 13-013.00-251, 2400 DUPONT PARKWAY, MIDDLETOWN, DE 19709

WHEREAS, in 2016 New Castle County purchased the property located at Parcel #13-013.00-251, 2400 Dupont Parkway, Middletown, Delaware 19709 for placement of a public safety facility; and

WHEREAS, there are no funds allocated in the FY2024 Approved Capital Budget, including the 6 fiscal years from July 1, 2023 through June 30, 2029, providing for costs relating to planning, design, plan development, permitting, related costs and expenses, or construction costs for a facility at this site; and

WHEREAS, the Tax Stabilization Reserve Account within the General Fund was created by the County to balance the annual operating budget and to cover budgeted capital costs that would otherwise require the issuance of bonds or a tax increase; and

WHEREAS, the development of this facility is a capital cost which falls squarely within the scope of the Reserve Account; and

WHEREAS, the General Fund Tax Stabilization Reserve Account has more than sufficient funds to be allocated toward costs related to the proposed facility, with over $70 million currently in the account as of November 13, 2023; and

WHEREAS, the facility is desperately needed at this location to serve southern New Castle County since its population growth increasingly burdens an already overwhelmed infrastructure to the point where additional services are immediately needed to avoid risks to public health, welfare, and safety; and

WHEREAS, this appropriation will fund costs relating to planning, design, plan development, permitting, related costs and expenses, and construction costs for a new public safety facility to be situated on Parcel # 13-013.00-251, located at 2400 Dupont Parkway, Middletown, DE 19709.

NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:

Section 1. The Capital Budget Ordinance for the fiscal year beginning July 1, 2023, is hereby amended by deleting the material stricken and adding the material underscored on the attached Exhibit “A”.

Section 2. The Capital Program Resolution for the fiscal year beginning July 1, 2023, is hereby amended by deleting the material stricken and adding the material underscored on the attached Exhibit “B”.

Section 3. General Fund Tax Stabilization Reserve funding in the amount of $500,000 is appropriated to the Department of Public Safety, EMS Stations Capital Project to fund costs related to planning, design, plan development, permitting, related costs and expenses, and construction costs for a new public safety facility to be located on Parcel # 13-013.00-251, 2400 Dupont Parkway, Middletown, DE 19709.

Section 4. This Ordinance shall become effective immediately upon its adoption by County Council and approval by the County Executive, or as otherwise provided in 9 *Del. C.* § 1156.

Adopted by County Council
of New Castle County on:

_____
Karen Hartley-Nagle
President of County Council
of New Castle County

Approved on:

_____
Matthew Meyer
County Executive
of New Castle County

SYNOPSIS: This Ordinance, if approved, will appropriate $500,000 in funding from the General Fund Tax Stabilization Reserve Account to the Department of Public Safety, EMS Stations Capital Project. Funds will be used for planning, design, plan development, permitting, related costs and expenses, and construction costs for a new public safety facility to be located at Parcel # 13-013.00-251, 2400 Dupont Parkway, Middletown, DE 19709.

FISCAL NOTE: This Ordinance, if approved, will amend the FY2024 Capital Program and Budget by appropriating $500,000 from the General Fund Tax Stabilization Reserve Account to the Department of Public Safety, EMS Stations Capital Project. Funds will be used for planning, design, plan development, permitting, related costs and expenses, and construction costs for a new public safety facility to be located at 2400 Dupont Parkway, Middletown, DE 19709.

The revised FY2024 total Capital Budget amount for the EMS Stations Capital Project will be $500,000.

The revised FY2024 New Castle County Capital Budget total will be $77,237,396. There is no fiscal impact on the Operating Budget. The Tax Stabilization Reserve balance upon passage of this Ordinance is estimated at $73,508,702.

EXHIBIT "A"
NEW CASTLE COUNTY
CAPITAL BUDGET - FY2024

DEPARTMENT OF ADMINISTRATION

Land Use Information System		$ 3,000,000
Recorder of Deeds HOA Portal		$ 129,000
Subtotal		$ 3,129,000

DEPARTMENT OF COUNTY EXECUTIVE

Executive GF Capital Contingency		$ 500,000
Executive SF Capital Contingency		250,000
Subtotal		$ 750,000

DEPARTMENT OF COMMUNITY SERVICES

Absalom Jones Senior Center Kiln		$ 85,000
Appoquinimink Library		$ 7,000
Newark Library		$ 19,200,000
Surratte Pool Renovations		125,000
Subtotal		$ 19,417,000

DEPARTMENT OF PUBLIC SAFETY

800MgHZ Communications Equipment		$ 950,000
Cardiac Monitor 2023		$ 945,148
Communications Upgrade		550,000
EMS Stations	-	500,000
Public Safety Building Renovations		300,000
Public Safety Equipment		91,000
Public Safety Vest Protection Program		201,840
Subtotal	~~3,037,988~~	$ 3,537,988

DEPARTMENT OF PUBLIC WORKS

Facilities/Equipment

Building Rehabilitation 2021		$ 3,000,000
Electric Vehicle Infrastructure		1,800,000
Fleet Equipment 2021		(3,340)
Fleet Equipment 2022		(1,000,000)
Fleet Equipment 2024		6,179,272
General Roof Renovations		1,250,000
Government Center Electrical Upgrade		600,000
HVAC Replacement		2,400,000
Public Safety Parking Lot Lighting		-
Subtotal		$ 14,225,932

DEPARTMENT OF PUBLIC WORKS *(Continued)*

Parks		
Agricultural Preservation		$ 1,500,000
Banning Park Improvements		500,000
Bechtel Park Improvements		2,000,000
Carousel Park		276,120
Delcastle Park Improvements		1,100,000
Game Court Improvements 2021		100,000
General Parkland Improvements 2021		100,000
General Parkland Improvements 2024-2025		2,950,000
Historic Structure Rehabilitation		3,000,000
Middle Run Valley Reforestation		300,000
Open Space Preservation		1,000,000
Park Bridge Replacements		300,000
Pavilion Renovations		100,000
Play Area Improvements 2024-2025		2,000,000
Rockwood Park		1,800,000
Weiss Park Improvements		700,000
Subtotal		$ 17,726,120
Sewer/Stormwater		
Asset Management		$ 100,000
Backwater Valve Improvement		50,000
Christina River Force Main		4,400,000
Countywide Drainage		500,000
DelDOT Coordination Project 2021		2,000,000
Edgemoor System Rehabilitation		600,000
General Sewer Improvements		750,000
General Stormwater Improvements		358,954
North Delaware Interceptor System		650,000
Pump Station Rehabilitation 2024-2025		2,000,000
Sewer Fleet Equipment 2022		(650,000)
Sewer Fleet Equipment 2024		2,162,169
Sewer Repairs and Rehabilitation 2024-2025		1,000,000
Stoney Creek Basin		500,000
Stormwater Basin Renovation		725,000
Terminal Avenue System Rehabilitation		275,000
Water Quality Improvement Plan		230,233
White Clay System Rehabilitation		2,800,000
Subtotal		$ 18,451,356
CAPITAL BUDGET TOTAL	~~**76,737,396**~~	**$ 77,237,396**

EXHIBIT B

PROJECT PROFILES
PUBLIC SAFETY (continued)

Project Name (Number): EMS Stations (C200710)

Description: Design, construction and/or renovations to paramedic emergency medical stations.

Council Districts: All

Funding Schedule

	Bonds	Federal	State	Other	Total
Prior Authorizations	$ 6,538,775	$ -	$ 44,326	$ 412,224	$ 6,995,325
FY2024	-	-	-	~~-~~	~~-~~
				500,000	500,000
FY2025	-	-	-	-	-
FY2026	-	-	-	-	-
FY2027	-	-	-	-	-
FY2028	-	-	-	-	-
FY2029	-	-	-	-	-
Future Years	-	-	-	-	-
Total	**$ 6,538,775**	**$ -**	**$ 44,326**	**~~$ 412,224~~**	**~~$ 6,995,325~~**
				$ 912,224	**$ 7,495,325**
Available Authorizations:	**$ 540,921**				
Available Funding:	**$ (89,763)**				
Operating Budget Impact:	**$ -**				

**Available Authorizations / Funding as of February 28, 2023, net of obligations.*

FY2024 Activity:

No activity planned. Planning, design, plan development, permitting, related costs and expenses, and construction costs for a new public safety facility to be located at 2400 Dupont Parkway, Middletown, DE 19709.

Future Activity:

No activity planned.

Prime Sponsor(s): Ms. Kilpatrick, Mr. Smiley
Date of introduction: November 28, 2023

ORDINANCE NO. 23-164

AMEND THE FY2024 APPROVED OPERATING BUDGET: ALLOW FOR THE TRANFER OF FUNDS FROM THE FY2024 APPROVED OPERATING BUDGET (COUNTY COUNCIL CONTINGENCY) TO THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE, TO PROVIDE FUNDING RELATING TO THE NEW CASTLE COUNTY POLICE ACCOUNTABILITY BOARD

WHEREAS, 11 *Del. C.* § 8404 requires that all police departments establish a committee to advise each department on policy, training, and other issues relating to the departments and the communities they serve; and

WHEREAS, consistent with the above, on November 14, 2023, New Castle County Council passed Ordinance No. 23-148, creating the New Castle County Police Accountability Board; and

WHEREAS, the Board will provide community members an opportunity to provide input on policing in the communities. In addition, the Department of Public Safety, Division of Police, will benefit from constructive feedback to reform policies and practices, improve police-community relations, and, thereby, improve public safety; and

WHEREAS, it is likely that the Board and its individual members will benefit from a "facilitator" who can assist the parties in moving forward with the goals and aspirations of the Board and New Castle County; and

WHEREAS, to foster the success of the Board, County Council has determined that it has up to $40,000 available in the FY2024 Approved Operating Budget (County Council Contingency), in collaboration with the Administration, to provide funding for the Board for purposes of engaging a facilitator or other non-County government assistance, if the Board, by a majority vote of its voting members, deems it appropriate and necessary for the success of the Board; and

WHEREAS, the Department will track all expenditures related to the purposes of engaging a facilitator or other non-County government assistance; and

WHEREAS, on a monthly basis, for as long as needed, the Department will report to County Council the expenditures of the Department associated with this initiative; and

WHEREAS, County Council will reimburse the Department for expenditures of the Department associated with this initiative; and

WHEREAS, the revenue measures heretofore adopted by County Council are, in the opinion of the County Executive, estimated to yield sums at least sufficient to balance the proposed expenditures as set forth in the Annual Operating Budget as hereinafter amended.

NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:

Section 1. New Castle County Council finds that, subject to majority vote of the Police Accountability Board, an appropriation of up to $40,000, in the aggregate, for purposes of engaging a facilitator, or other non-County government assistance, is beneficial to fostering the success of the Board, the benefit of which will accrue to New Castle County and its residents.

Section 2. This Ordinance authorizes the transfer up to $40,000, in the aggregate, from the FY2024 Approved Operating Budget (County Council Contingency) to reimburse the Department for these expenditures related to the Board.

Section 3. The FY2024 Annual Operating Budget for the fiscal year beginning July 1, 2023, shall be amended from time-to-time, as approved by Council, to reflect the reimbursements by County Council to the Department for said expenditures.

Section 4. The Department will track all expenditures relating to the Board and, on a monthly basis for as long as needed, the Department will report to County Council all expenditures related to this initiative.

Section 5. The above-referenced amendments, as necessary, shall be considered a part of the Annual Operating Budget for the fiscal year beginning July 1, 2023, and shall be effective retroactively as though incorporated initially in the Annual Operating Budget Ordinance.

Section 6. This Ordinance shall become effective immediately upon its adoption by the County Council and approval by the County Executive, or as otherwise provided in 9 *Del. C.* § 1156.

Adopted by County Council of
New Castle County on:

_____
Karen Hartley-Nagle
President of County Council of
New Castle County

Approved on:

_____
Matthew Meyer
County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, allows for up to $40,000 in the aggregate, to be transferred from the FY2024 Approved Operating Budget (New Castle County Council Contingency) to the Department of Public Safety for expenditures related to engagement of a facilitator or other non-County government assistance, to support the New Castle County Police Accountability Board. The Department of Public Safety will track all expenditures related to this initiative and on a monthly basis for as long as needed, report to County Council all expenditures. Upon receipt of the monthly report, County Council will reimburse the Department of Public Safety.

FISCAL NOTE: This Ordinance, if approved, would have no fiscal impact since the intent of the legislation is to transfer funds up to $40,000, in the aggregate, from the FY2024 Approved Annual Operating Budget (New Castle County Council Contingency) for the purpose of reimbursing the Department of Public Safety for expenditures reported to County Council on a monthly basis for the engagement of a facilitator or other non-County government assistance.

Prime Sponsor(s): Ms. George
Requested by: Executive Office
Date of introduction: November 28, 2023

RESOLUTION NO. 23-205

CONSENTING TO THE REAPPOINTMENT OF SAMUEL R. HARBISON, JR. TO THE NEW CASTLE COUNTY DIVERSITY COMMISSION

WHEREAS, pursuant to *New Castle County Code* § 2.05.509, the New Castle County Diversity Commission consists of seven (7) members. With the advice and consent of County Council, the County Executive appoints the Chairperson and two (2) additional members of the Commission; and

WHEREAS, the Commission monitors the County's policy to promote and encourage business opportunities for small, minority and women-owned business enterprises and to encourage their participation in County contracts as prime vendors and contractors; and

WHEREAS, the Commission monitors the County's policy to ensure that all human resources activities are conducted in a manner to provide opportunity for all and ensure that the workforce is representative of the community which it serves, thereby reflecting diversity in the workplace; and

WHEREAS, the County Executive has submitted for the advice and consent of County Council the reappointment of Samuel R. Harbison, Jr., to the Diversity Commission; and

WHEREAS, Mr. Harbison has been an active and valued member of the Diversity Commission since October 24, 2017.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby consents to the reappointment of Samuel R. Harbison to the New Castle County Diversity Commission for a term to begin immediately upon adoption of this Resolution and to expire on November 28, 2025.

Adopted by County Council of
New Castle County on:

_____
Karen Hartley-Nagle
President of County Council
of New Castle County

SYNOPSIS: Same as title.

FISCAL NOTE: There is no discernible fiscal impact upon the adoption of this legislation.

Prime Sponsor(s): Ms. Hartley-Nagle
Requested by: Executive Office
Date of Introduction: November 28, 2023

RESOLUTION NO. 23-206

CONSENTING TO THE REAPPOINTMENT OF JIMMY C. KROON TO THE NEW CASTLE COUNTY AGRICULTURAL LAND PRESERVATION ADVISORY COMMITTEE

WHEREAS, pursuant to *New Castle County Code* Section 2.05.106, the Agricultural Land Preservation Advisory Committee ("Committee") is vested with the responsibility to advise the Department of Land Use and the Department of Public Works on implementing best practices in preserving agricultural land within the County; and

WHEREAS, the Committee shall consist of seven (7) members. The County Executive shall appoint the chairperson and vice chairperson of the Committee from among the seven (7) appointed members. Except for certain initial appointments, all Committee members shall serve four-year terms, which may be renewed; and

WHEREAS, the Committee shall review and recommend funding sources, financing tools, potential partnerships, and coordination with other preservation programs; review land preservation acquisition priorities, targets, selection criteria, and process; periodically review and comment on the impact of land development on preservation priorities; and provide recommendations to the Department of Land Use and Department of Public Works concerning the Comprehensive Development Plan; and

WHEREAS, the Committee shall review land preservation funding needs in terms of staff, administration, maintenance, and programming; research and report on local agribusiness, and current and potential markets, including value-added agriculture; review the Delaware Agricultural Land Preservation Fund Program and develop recommendations for refinements; develop and distribute an annual report summarizing the Committee's activities, recommendations, and workplan for the coming year, including actions for collaborative effort; and coordinate with the Delaware Farmland Preservation Advisory Board; and

WHEREAS, Mr. Kroon has worked for the Delaware Department of Agriculture since 2003 as an Environmental Scientist, GIS Coordination and currently serves as the agency's Chief Administrator. Mr. Kroon earned his MGIS degree from Penn State and undergraduate degrees in Biology and Environmental Studies from the University of Maine at Machias; and

WHEREAS, the County Executive has submitted for the advice and consent of County Council to the reappointment of Jimmy C. Kroon to the Agricultural Land Preservation Advisory Committee as the designation by the Secretary of the Delaware Department of Agriculture pursuant to *New Castle County Code* Section 2.05.106 (A)(4), and whom shall serve a four (4) year term pursuant to *New Castle County Code* Section 2.05.106 (B).

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby consents to the reappointment of Jimmy C. Kroon to the New Castle County Agricultural Land Preservation Advisory Committee for a term to begin immediately upon adoption of this Resolution, with such term to expire on November 28, 2027.

Adopted by the County Council
of New Castle County on:

_____
Karen Hartley-Nagle
President of County Council
of New Castle County

SYNOPSIS: Same as title.

FISCAL NOTE: There is no discernible fiscal impact upon the adoption of this legislation.

Prime Sponsor(s): Mr. Hollins
Requested by: Executive Office
Date of introduction: November 28, 2023

RESOLUTION NO. 23-207

CONSENTING TO THE REAPPOINTMENT OF ROURKE A. MOORE TO THE NEW CASTLE COUNTY DIVERSITY COMMISSION

WHEREAS, pursuant to *New Castle County Code* § 2.05.509, the New Castle County Diversity Commission consists of seven (7) members. With the advice and consent of County Council, the County Executive appoints the Chairperson and two (2) additional members of the Commission; and

WHEREAS, members of the Diversity Commission serve for terms of two (2) years, except that members shall continue to serve until their successors are appointed and qualified; provided, however, that no member shall hold over more than six (6) months after the end of his or her term; and

WHEREAS, the Commission monitors the County's policy to promote and encourage business opportunities for small, minority and women-owned business enterprises and to encourage their participation in County contracts as prime vendors and contractors; and

WHEREAS, the Commission monitors the County's policy to ensure that all human resources activities are conducted in a manner to provide opportunity for all and ensure that the workforce is representative of the community which it serves, thereby reflecting diversity in the workplace; and

WHEREAS, the County Executive has submitted for the advice and consent of County Council the reappointment of Rourke A. Moore to the Diversity Commission; and

WHEREAS, Mr. Moore has extensive experience serving public and private organizations with a focus on reducing racism and ensuring equal opportunities for people with diverse backgrounds and experiences including the development of programs related to workforce diversity, employee selection and recruitment.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby consents to the reappointment of Rourke A. Moore to the New Castle County Diversity Commission for a term to begin upon adoption of this Resolution and to expire on November 28, 2025.

Adopted by County Council of
New Castle County on:

_____
Karen Hartley-Nagle
President of County Council
of New Castle County

SYNOPSIS: Same as title.

FISCAL NOTE: There is no discernible fiscal impact upon the adoption of this legislation.

Prime Sponsor(s): Mr. Smiley, Mr. Cartier
Requested by: Administration/Finance
Date of introduction: November 28, 2023

RESOLUTION NO. 23-208

AUTHORIZING THE EXECUTION OF A SUBAWARD AGREEMENT WITH BIG BROTHERS BIG SISTERS OF DELAWARE TO EXPAND TUTORING AND MENTORING SERVICES WITHIN SCHOOLS IN NEW CASTLE COUNTY FOR THE DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE IN THE AMOUNT OF $100,000.00.

WHEREAS, New Castle County, as an eligible recipient, received a total of $108,531,220.00 in Coronavirus State and Local Fiscal Recovery ("CSLFR") funds under the American Rescue Plan Act of 2021 ("ARPA"), Pub. Law. No. 117-2 from the United States Department of the Treasury ("Treasury"); and

WHEREAS, New Castle County Ordinance 21-129 and Ordinance 22-097 (the "Ordinances") appropriated the full amount of these CSLFR funds from the Department of the Treasury to the American Rescue Plan Act Grant for New Castle County to respond to the COVID-19 public health emergency and its negative economic impacts; and

WHEREAS, the Ordinances appropriated funding for Non-Profit Grants, which contemplated providing funds for non-profit organizations addressing pandemic-related needs in the community; and

WHEREAS, New Castle County must enter into a subaward agreement with the Big Brothers Big Sisters of Delaware to comply with the Uniform Guidance, 2 CFR Part 200; and

WHEREAS, *New Castle County Code* § 2.02.004 requires that all contracts involving expenditures of funds in excess of $50,000.00 in aggregate to one vendor in a fiscal year, which are not competitively bid, be approved by Resolution of County Council; and

WHEREAS, the subaward agreement with Big Brothers Big Sisters of Delaware contemplates transfers of up to $100,000.00 to provide tutoring and mentoring services to an additional 200 disproportionately impacted youth throughout New Castle County.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby approves the subaward agreement listed on the attached Exhibit "A," entitled "New Castle County Purchase Requisition/Justification Form," as a valid contract in excess of $50,000.00 pursuant to *New Castle County Code* § 2.02.004.

Adopted by County Council of
New Castle County on:

_____
Karen Hartley-Nagle
President of County Council
of New Castle County

SYNOPSIS: This Resolution approves the execution of the listed subaward agreement.

Department of Administration, Office of Finance

Big Brothers Big Sisters of Delaware	$100,000.00

FISCAL IMPACT: This Resolution authorizes the execution of one subaward agreement totaling $100,000.00. Funding is included in the FY2024 Approved Grant Budget in the American Rescue Plan Act Grant.

_____
Michael Smith
Chief Financial Officer

NEW CASTLE COUNTY
PURCHASE REQUISITION / JUSTIFICATION FORM

EXHIBIT A

Please complete all the blue highlighted fields. If the total is greater than $50,000 (Non-Bid only); or if the purchase, for this vendor, in aggregate for the fiscal year exceeds $50,000 (Non-Bid only), you must also complete items I-VI in the lower half of the form.

REQUISITIONER INFORMATION				VENDOR INFORMATION			
NAME	Tonya M. Adkins	FISCAL YR	2024	NAME	Big Brothers Big Sisters of Delaware		
DEPARTMENT	ADMINISTRATION_12	FUND	110 GRANTS	ADDRESS	1001 S. Bradford Street		
ORGANIZATION	11122013 ADMIN - FIN - GRANTS				Dover, DE 19904		
PHONE	(302) 395-5076	REQ#	2406976				
DELIVERY LOCATION							
SEND VENDOR PO	☑ YES ☐ NO			CONTACT NAME	Anya Lindsey-Jenkins		
CURRENT VENDOR	☑ YES ☐ NO			PHONE	(302) 998-3577	EXT	
VENDOR #	109889			EMAIL	anya@bbbsde.org	FAX #	

ITEM#	QTY	DESCRIPTION	UNIT PRICE	TOTAL	OBJ LEVEL	GRANT or PROJECT #/ DETAIL / LOCATION
1	1	Big Brothers Big Sisters of Delaware	100,000.00	$100,000.00	57210	G12830001
				$0.00		1000000337
				$0.00		ARPA00170
				$0.00		57210
				$0.00		
				$0.00		
				$0.00		
				$0.00		
			TOTAL	$100,000.00		

ADDITIONAL NOTES	

PURCHASES > $50,000 (Non-Bid) OR IF THE FY AGGREGATE FOR THIS VENDOR > $50,000 (Non-Bid), PLEASE COMPLETE THE SECTION BELOW.

I. What is the purpose of the requisition or advice of change?

To expand tutoring and mentoring services for disproportionately impacted youth within schools in New Castle County.

II. Why is it needed?

To provide an additional 200 students within New Castle County with tutoring and mentoring services.

III. What will the impact (cost) be to New Castle County if the requisition or advice of change is not processed?

200 disproportionately impacted students in New Castle County will not have access to tutoring and mentoring services.

IV. IS THIS A SOLE SOURCE CONTRACT?	☐ YES	☑ NO		
V. IS THIS A PASS THROUGH GRANT?	☑ YES	☐ NO	**IF YES, AGENCY**	
VI. OTHER, PLEASE EXPLAIN				

SIGNATURE	Tonya M. Adkins	DATE	11/7/2023

Prime Sponsor(s): Mr. Smiley, Mr. Cartier
Requested by: Administration/Finance
Date of introduction: November 28, 2023

RESOLUTION NO. 23-209

AUTHORIZING THE EXECUTION OF A SUBAWARD AGREEMENT WITH THE CENTER FOR STRUCTURAL EQUITY, INC.TO CREATE A YOUTH VIOLENCE INTERVENTION PROGRAM FOR THE DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE IN THE AMOUNT OF $150,000.00.

WHEREAS, New Castle County, as an eligible recipient, received a total of $108,531,220.00 in Coronavirus State and Local Fiscal Recovery ("CSLFR") funds under the American Rescue Plan Act of 2021 ("ARPA"), Pub. Law. No. 117-2 from the United States Department of the Treasury ("Treasury"); and

WHEREAS, New Castle County Ordinance 21-129 and Ordinance 22-097 (the "Ordinances") appropriated the full amount of these CSLFR funds from the Department of the Treasury to the American Rescue Plan Act Grant for New Castle County to respond to the COVID-19 public health emergency and its negative economic impacts; and

WHEREAS, the Ordinances appropriated funding for Non-Profit Grants, which contemplated providing funds for non-profit organizations addressing pandemic-related needs in the community; and

WHEREAS, New Castle County must enter into a subaward agreement with the Center for Structural Equity, Inc. to comply with the Uniform Guidance, 2 CFR Part 200; and

WHEREAS, *New Castle County Code* § 2.02.004 requires that all contracts involving expenditures of funds in excess of $50,000.00 in aggregate to one vendor in a fiscal year, which are not competitively bid, be approved by Resolution of County Council; and

WHEREAS, the subaward agreement with Center for Structural Equity, Inc. contemplates transfers of up to $150,000.00 to assist students who have shown a decrease in academic achievement, attendance rates, and other indicators that they may be a victim or perpetrator of youth crime in New Castle County.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby approves the subaward agreement listed on the attached Exhibit "A," entitled "New Castle County Purchase Requisition/Justification Form," as a valid contract in excess of $50,000.00 pursuant to *New Castle County Code* § 2.02.004.

Adopted by County Council of
New Castle County on:

_____
Karen Hartley-Nagle
President of County Council
of New Castle County

SYNOPSIS: This Resolution approves the execution of the listed subaward agreement.

Department of Administration, Office of Finance

Center for Structural Equity, Inc.	$150,000.00

FISCAL IMPACT: This Resolution authorizes the execution of one subaward agreement totaling $150,000.00. Funding is included in the FY2024 Approved Grant Budget in the American Rescue Plan Act Grant.

_____
Michael Smith
Chief Financial Officer

NEW CASTLE COUNTY
PURCHASE REQUISITION / JUSTIFICATION FORM

EXHIBIT A

Please complete all the blue highlighted fields. If the total is greater than $50,000 (Non-Bid only); or if the purchase, for this vendor, in aggregate for the fiscal year exceeds $50,000 (Non-Bid only), you must also complete items I-VI in the lower half of the form.

REQUISITIONER INFORMATION				VENDOR INFORMATION			
NAME	Tonya M. Adkins	FISCAL YR	2024	NAME	Center for Structural Equity, Inc.		
DEPARTMENT	ADMINISTRATION_12	FUND	110 GRANTS	ADDRESS	813 North Tatnall Street		
ORGANIZATION	11122013 ADMIN - FIN - GRANTS				Wilmington, DE 19801		
PHONE	(302) 395-5076	REQ#	2406977				
DELIVERY LOCATION							
SEND VENDOR PO	☑ YES ☐ NO			CONTACT NAME	Darryl Chambers		
CURRENT VENDOR	☑ YES ☐ NO			PHONE	(302) 377-1629	EXT	
VENDOR #	107249			EMAIL	dchamber@udel.edu	FAX #	

ITEM#	QTY	DESCRIPTION	UNIT PRICE	TOTAL	OBJ LEVEL	GRANT or PROJECT #/ DETAIL / LOCATION
1	1	Center for Structural Equity, Inc.	150,000.00	$150,000.00	57210	G12830001
				$0.00		1000000337
				$0.00		ARPA00171
				$0.00		57210
				$0.00		
				$0.00		
				$0.00		
				$0.00		
			TOTAL	$150,000.00		

ADDITIONAL NOTES	

PURCHASES > $50,000 (Non-Bid) OR IF THE FY AGGREGATE FOR THIS VENDOR > $50,000 (Non-Bid), PLEASE COMPLETE THE SECTION BELOW.

I. What is the purpose of the requisition or advice of change?

To create a youth violence intervention program.

II. Why is it needed?

This will assist students who have shown a decrease in academic achievement, attendance rates, and other indicators that they may be a victim of, or perpetrator, of youth crime.

III. What will the impact (cost) be to New Castle County if the requisition or advice of change is not processed?

The organization will be unable to expand their youth violence intervention program.

IV. IS THIS A SOLE SOURCE CONTRACT?	☐ YES	☑ NO		
V. IS THIS A PASS THROUGH GRANT?	☑ YES	☐ NO	**IF YES, AGENCY**	
VI. OTHER, PLEASE EXPLAIN				

SIGNATURE	Tonya M. Adkins	DATE	11/7/2023

Prime Sponsor(s): Mr. Smiley, Mr. Cartier
Requested by: Administration/Finance
Date of introduction: November 28, 2023

RESOLUTION NO. 23-210

AUTHORIZING THE EXECUTION OF A SUBAWARD AGREEMENT WITH KIND TO KIDS FOUNDATION TO PROVIDE SERVICES TO IMPACTED YOUTH IN FOSTER CARE FOR THE DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE IN THE AMOUNT OF $100,000.00

WHEREAS, New Castle County, as an eligible recipient, received a total of $108,531,220.00 in Coronavirus State and Local Fiscal Recovery ("CSLFR") funds under the American Rescue Plan Act of 2021 ("ARPA"), Pub. Law. No. 117-2 from the United States Department of the Treasury ("Treasury"); and

WHEREAS, New Castle County Ordinance 21-129 and Ordinance 22-097 (the "Ordinances") appropriated the full amount of these CSLFR funds from the Department of the Treasury to the American Rescue Plan Act Grant for New Castle County to respond to the COVID-19 public health emergency and its negative economic impacts; and

WHEREAS, the Ordinances appropriated funding for Non-Profit Grants, which contemplated providing funds for non-profit organizations addressing pandemic-related needs in the community; and

WHEREAS, New Castle County must enter into a subaward agreement with Kind to Kids Foundation to comply with the Uniform Guidance, 2 CFR Part 200; and

WHEREAS, *New Castle County Code* § 2.02.004 requires that all contracts involving expenditures of funds in excess of $50,000.00 in aggregate to one vendor in a fiscal year, which are not competitively bid, be approved by Resolution of County Council; and

WHEREAS, the subaward agreement with Kind to Kids Foundation contemplates transfers of up to $100,000.00 to provide students in foster care with the support needed to succeed in high school, vocational school, college and in their future careers.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby approves the subaward agreement listed on the attached Exhibit "A," entitled "New Castle County Purchase Requisition/Justification Form," as a valid contract in excess of $50,000.00 pursuant to *New Castle County Code* § 2.02.004.

Adopted by County Council of
New Castle County on:

_____
Karen Hartley-Nagle
President of County Council
of New Castle County

SYNOPSIS: This Resolution approves the execution of the listed subaward agreement.

Department of Administration, Office of Finance

Kind to Kids Foundation	$100,000.00

FISCAL IMPACT: This Resolution authorizes the execution of one subaward agreement totaling $100,000.00. Funding is included in the FY2024 Approved Grant Budget in the American Rescue Plan Act Grant.

_____
Michael Smith
Chief Financial Officer

NEW CASTLE COUNTY
PURCHASE REQUISITION / JUSTIFICATION FORM

EXHIBIT A

Please complete all the blue highlighted fields. If the total is greater than $50,000 (Non-Bid only); or if the purchase, for this vendor, in aggregate for the fiscal year exceeds $50,000 (Non-Bid only), you must also complete items I-VI in the lower half of the form.

REQUISITIONER INFORMATION				VENDOR INFORMATION			
NAME	Tonya M. Adkins	FISCAL YR	2024	NAME	Kind to Kids Foundation		
DEPARTMENT	ADMINISTRATION_12	FUND	110 GRANTS	ADDRESS	100 West 10th Street, Ste 606		
ORGANIZATION	11122013 ADMIN - FIN - GRANTS				Wilmington, DE 19801		
PHONE	(302) 395-5076	REQ#	2406975				
DELIVERY LOCATION							
SEND VENDOR PO	☑ YES ☐ NO			CONTACT NAME	Caroline Jones		
CURRENT VENDOR	☑ YES ☐ NO			PHONE	(302) 654-5440	EXT	
VENDOR #	109888			EMAIL	carolinejones@kindtokids.org	FAX #	

ITEM#	QTY	DESCRIPTION	UNIT PRICE	TOTAL	OBJ LEVEL	GRANT or PROJECT #/ DETAIL / LOCATION
1	1	Kind to Kids Foundation	100,000.00	$100,000.00	57210	G12830001
				$0.00		1000000337
				$0.00		ARPA00162
				$0.00		57210
				$0.00		
				$0.00		
				$0.00		
				$0.00		
			TOTAL	$100,000.00		

ADDITIONAL NOTES	

PURCHASES > $50,000 (Non-Bid) OR IF THE FY AGGREGATE FOR THIS VENDOR > $50,000 (Non-Bid), PLEASE COMPLETE THE SECTION BELOW.

I. What is the purpose of the requisition or advice of change?

To provide services to disproportionately impacted youth in foster care.

II. Why is it needed?

To provide students the in foster care the support needed to succeed in their high school education and future careers.

III. What will the impact (cost) be to New Castle County if the requisition or advice of change is not processed?

The organization will be impacted by loss of investment by the community and therefore unable to provide as wide of services to students in foster care.

IV. IS THIS A SOLE SOURCE CONTRACT?	☐ YES	☑ NO		
V. IS THIS A PASS THROUGH GRANT?	☑ YES	☐ NO	**IF YES, AGENCY**	
VI. OTHER, PLEASE EXPLAIN				

SIGNATURE	Tonya M. Adkins	DATE	11/7/2023

Prime Sponsor(s): Mr. Smiley, Mr. Cartier
Requested by: Administration/Finance
Date of introduction: November 28, 2023

RESOLUTION NO. 23-211

AUTHORIZING THE EXECUTION OF A SUBAWARD AGREEMENT WITH KINGSWOOD COMMUNITY CENTER, INC. TO ADD NEW TEACHERS TO ITS EARLY LEARNING PROGRAM FOR THE DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE IN THE AMOUNT OF $100,000.00.

WHEREAS, New Castle County, as an eligible recipient, received a total of $108,531,220.00 in Coronavirus State and Local Fiscal Recovery ("CSLFR") funds under the American Rescue Plan Act of 2021 ("ARPA"), Pub. Law. No. 117-2 from the United States Department of the Treasury ("Treasury"); and

WHEREAS, New Castle County Ordinance 21-129 and Ordinance 22-097 (the "Ordinances") appropriated the full amount of these CSLFR funds from the Department of the Treasury to the American Rescue Plan Act Grant for New Castle County to respond to the COVID-19 public health emergency and its negative economic impacts; and

WHEREAS, the Ordinances appropriated funding for Non-Profit Grants, which contemplated providing funds for non-profit organizations addressing pandemic-related needs in the community; and

WHEREAS, New Castle County must enter into a subaward agreement with the Kingswood Community Center, Inc. to comply with the Uniform Guidance, 2 CFR Part 200; and

WHEREAS, *New Castle County Code* § 2.02.004 requires that all contracts involving expenditures of funds in excess of $50,000.00 in aggregate to one vendor in a fiscal year, which are not competitively bid, be approved by Resolution of County Council; and

WHEREAS, the subaward agreement with Kingswood Community Center, Inc. contemplates transfers of up to $100,000.00 to bring its capacity back to pre-pandemic levels, which were reduced due to social distancing and remote learning requirements due to the Pandemic.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby approves the subaward agreement listed on the attached Exhibit "A," entitled "New Castle County Purchase Requisition/Justification Form," as a valid contract in excess of $50,000.00 pursuant to *New Castle County Code* § 2.02.004.

Adopted by County Council of
New Castle County on:

_____
Karen Hartley-Nagle
President of County Council
of New Castle County

SYNOPSIS: This Resolution approves the execution of the listed subaward agreement.

Department of Administration, Office of Finance

Kingswood Community Center, Inc.	$100,000.00

FISCAL IMPACT: This Resolution authorizes the execution of one subaward agreement totaling $100,000.00. Funding is included in the FY2024 Approved Grant Budget in the American Rescue Plan Act Grant.

_____
Michael Smith
Chief Financial Officer

NEW CASTLE COUNTY
PURCHASE REQUISITION / JUSTIFICATION FORM

EXHIBIT A

Please complete all the blue highlighted fields. If the total is greater than $50,000 (Non-Bid only); or if the purchase, for this vendor, in aggregate for the fiscal year exceeds $50,000 (Non-Bid only), you must also complete items I-VI in the lower half of the form.

REQUISITIONER INFORMATION				VENDOR INFORMATION			
NAME	Tonya M. Adkins	FISCAL YR	2024	NAME	Kingswood Community Center, Inc.		
DEPARTMENT	ADMINISTRATION_12	FUND	110 GRANTS	ADDRESS	2300 Bowers Street		
ORGANIZATION	11122013 ADMIN - FIN - GRANTS				Wilmington, DE 19802		
PHONE	(302) 395-5076	REQ#	2406974				
DELIVERY LOCATION							
SEND VENDOR PO	☑ YES ☐ NO			CONTACT NAME	Laura Mood		
CURRENT VENDOR	☑ YES ☐ NO			PHONE	(302) 981-4105	EXT	
VENDOR #	100793			EMAIL	lmood@reachriverside.org	FAX #	

ITEM#	QTY	DESCRIPTION	UNIT PRICE	TOTAL	OBJ LEVEL	GRANT or PROJECT #/ DETAIL / LOCATION
1	1	Kingswood Early Learning Program	100,000.00	$100,000.00	57210	G12830001
				$0.00		1000000337
				$0.00		ARPA00161
				$0.00		57210
				$0.00		
				$0.00		
				$0.00		
				$0.00		
			TOTAL	$100,000.00		

ADDITIONAL NOTES	

PURCHASES > $50,000 (Non-Bid) OR IF THE FY AGGREGATE FOR THIS VENDOR > $50,000 (Non-Bid), PLEASE COMPLETE THE SECTION BELOW.

I. What is the purpose of the requisition or advice of change?

To add new teachers to its early learning program.

II. Why is it needed?

This will bring its capacity back to pre-pandemic levels, which were reduced due to social distancing and remote learning requirements due to the Pandemic.

III. What will the impact (cost) be to New Castle County if the requisition or advice of change is not processed?

The organization will be unable to expand their early learning program to meet the increased needs of the community.

IV. IS THIS A SOLE SOURCE CONTRACT?	☐ YES	☑ NO		
V. IS THIS A PASS THROUGH GRANT?	☑ YES	☐ NO	**IF YES, AGENCY**	
VI. OTHER, PLEASE EXPLAIN				

SIGNATURE	Tonya M. Adkins	DATE	11/6/2023

Prime Sponsor(s): Mr. Smiley, Mr. Cartier
Requested by: Administration/Finance
Date of introduction: November 28, 2023

RESOLUTION NO. 23-212

AUTHORIZING THE EXECUTION OF A SUBAWARD AGREEMENT WITH LITERACY DELAWARE, INC. TO SUPPORT AND EXPAND ITS LITERACY PROGRAMS FOR THE DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE IN THE AMOUNT OF $55,000.00

WHEREAS, New Castle County, as an eligible recipient, received a total of $108,531,220.00 in Coronavirus State and Local Fiscal Recovery ("CSLFR") funds under the American Rescue Plan Act of 2021 ("ARPA"), Pub. Law. No. 117-2 from the United States Department of the Treasury ("Treasury"); and

WHEREAS, New Castle County Ordinance 21-129 and Ordinance 22-097 (the "Ordinances") appropriated the full amount of these CSLFR funds from the Department of the Treasury to the American Rescue Plan Act Grant for New Castle County to respond to the COVID-19 public health emergency and its negative economic impacts; and

WHEREAS, the Ordinances appropriated funding for Non-Profit Grants, which contemplated providing funds for non-profit organizations addressing pandemic-related needs in the community; and

WHEREAS, New Castle County must enter into a subaward agreement with the Literacy Delaware, Inc. to comply with the Uniform Guidance, 2 CFR Part 200; and

WHEREAS, *New Castle County Code* § 2.02.004 requires that all contracts involving expenditures of funds in excess of $50,000.00 in aggregate to one vendor in a fiscal year, which are not competitively bid, be approved by Resolution of County Council; and

WHEREAS, the subaward agreement with Literacy Delaware, Inc. contemplates transfers of up to $55,000.00 to expand its literacy programs, including expanding access to digital literacy skills to adult learners for disproportionately impacted individuals living within Qualified Census Tracts (QCTs).

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby approves the subaward agreement listed on the attached Exhibit "A," entitled "New Castle County Purchase Requisition/Justification Form," as a valid contract in excess of $50,000.00 pursuant to *New Castle County Code* § 2.02.004.

Adopted by County Council of
New Castle County on:

_____
Karen Hartley-Nagle
President of County Council
of New Castle County

SYNOPSIS: This Resolution approves the execution of the listed subaward agreement.

Department of Administration, Office of Finance

LITERACY DELAWARE, INC. $55,000.00

FISCAL IMPACT: This Resolution authorizes the execution of one subaward agreement totaling $55,000.00. Funding is included in the FY2024 Approved Grant Budget in the American Rescue Plan Act Grant.

_____
Michael Smith
Chief Financial Officer

NEW CASTLE COUNTY
PURCHASE REQUISITION / JUSTIFICATION FORM

EXHIBIT A

Please complete all the blue highlighted fields. If the total is greater than $50,000 (Non-Bid only); or if the purchase, for this vendor, in aggregate for the fiscal year exceeds $50,000 (Non-Bid only), you must also complete items I-VI in the lower half of the form.

REQUISITIONER INFORMATION				VENDOR INFORMATION			
NAME	Tonya M. Adkins	FISCAL YR	2024	NAME	Literacy Delaware, Inc.		
DEPARTMENT	ADMINISTRATION_12	FUND	110 GRANTS	ADDRESS	10 East 10th Street		
ORGANIZATION	11122013 ADMIN - FIN - GRANTS				Wilmington, DE 19801		
PHONE	(302) 395-5076	REQ#	2406973				
DELIVERY LOCATION							
SEND VENDOR PO	☑ YES ☐ NO			CONTACT NAME	Cynthia E. Shermeyer		
CURRENT VENDOR	☑ YES ☐ NO			PHONE	302-368-5624	EXT	
VENDOR #	109886			EMAIL	director@literacydelaware.org	FAX #	

ITEM#	QTY	DESCRIPTION	UNIT PRICE	TOTAL	OBJ LEVEL	GRANT or PROJECT #/ DETAIL / LOCATION
1	1	Literacy Delaware, Inc.	55,000.00	$55,000.00	57210	G12830001
				$0.00		1000000337
				$0.00		ARPA00144
				$0.00		57210
				$0.00		
				$0.00		
				$0.00		
				$0.00		
			TOTAL	$55,000.00		

ADDITIONAL NOTES	

PURCHASES > $50,000 (Non-Bid) OR IF THE FY AGGREGATE FOR THIS VENDOR > $50,000 (Non-Bid), PLEASE COMPLETE THE SECTION BELOW.

I. What is the purpose of the requisition or advice of change?

To support the organizations literacy program and expand access to digital literacy skills for adult learners.

II. Why is it needed?

Provide digital literacy support to individuals seeking to gain, or improve, their digital skills.

III. What will the impact (cost) be to New Castle County if the requisition or advice of change is not processed?

The organization will be unable to expand digital literacy support programs.

IV. IS THIS A SOLE SOURCE CONTRACT?	☐ YES	☑ NO		
V. IS THIS A PASS THROUGH GRANT?	☑ YES	☐ NO	**IF YES, AGENCY**	
VI. OTHER, PLEASE EXPLAIN				

SIGNATURE	Tonya M. Adkins	DATE	11/6/2023

Prime Sponsor(s): Mr. Smiley, Mr. Cartier
Requested by: Administration/Finance
Date of introduction: November 28, 2023

RESOLUTION NO. 23-213

AUTHORIZING THE EXECUTION OF A SUBAWARD AGREEMENT WITH THE TEEN WAREHOUSE INC. TO PROVIDE MENTORING SERVICES FOR YOUTH IN THE SURROUNDING COMMUNITY FOR THE DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE IN THE AMOUNT OF $100,000.00.

WHEREAS, New Castle County, as an eligible recipient, received a total of $108,531,220.00 in Coronavirus State and Local Fiscal Recovery ("CSLFR") funds under the American Rescue Plan Act of 2021 ("ARPA"), Pub. Law. No. 117-2 from the United States Department of the Treasury ("Treasury"); and

WHEREAS, New Castle County Ordinance 21-129 and Ordinance 22-097 (the "Ordinances") appropriated the full amount of these CSLFR funds from the Department of the Treasury to the American Rescue Plan Act Grant for New Castle County to respond to the COVID-19 public health emergency and its negative economic impacts; and

WHEREAS, the Ordinances appropriated funding for Non-Profit Grants, which contemplated providing funds for non-profit organizations addressing pandemic-related needs in the community; and

WHEREAS, New Castle County must enter into a subaward agreement with The Teen Warehouse, Inc. to comply with the Uniform Guidance, 2 CFR Part 200; and

WHEREAS, *New Castle County Code* § 2.02.004 requires that all contracts involving expenditures of funds in excess of $50,000.00 in aggregate to one vendor in a fiscal year, which are not competitively bid, be approved by Resolution of County Council; and

WHEREAS, the subaward agreement with The Teen Warehouse, Inc. contemplates transfers of up to $100,000.00 to mentor at-risk youth that seek, or are recommended for, mentorship as a refuge from the crime and poverty that is present in their neighborhood.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby approves the subaward agreement listed on the attached Exhibit "A," entitled "New Castle County Purchase Requisition/Justification Form," as a valid contract in excess of $50,000.00 pursuant to *New Castle County Code* § 2.02.004.

Adopted by County Council of
New Castle County on:

_____
Karen Hartley-Nagle
President of County Council
of New Castle County

SYNOPSIS: This Resolution approves the execution of the listed subaward agreement.

Department of Administration, Office of Finance

The Teen Warehouse, Inc.	$100,000.00

FISCAL IMPACT: This Resolution authorizes the execution of one subaward agreement totaling $100,000.00. Funding is included in the FY2024 Approved Grant Budget in the American Rescue Plan Act Grant.

_____
Michael Smith
Chief Financial Officer

NEW CASTLE COUNTY
PURCHASE REQUISITION / JUSTIFICATION FORM

EXHIBIT A

Please complete all the blue highlighted fields. If the total is greater than $50,000 (Non-Bid only); or if the purchase, for this vendor, in aggregate for the fiscal year exceeds $50,000 (Non-Bid only), you must also complete items I-VI in the lower half of the form.

REQUISITIONER INFORMATION				VENDOR INFORMATION			
NAME	Tonya M. Adkins	FISCAL YR	2024	NAME	The Teen Warehouse, Inc.		
DEPARTMENT	ADMINISTRATION_12	FUND	110 GRANTS	ADDRESS	1121 Thatcher Street		
ORGANIZATION	11122013 ADMIN - FIN - GRANTS				Wilmington, DE 19802		
PHONE	(302) 395-5076	REQ#	2406978				
DELIVERY LOCATION							
SEND VENDOR PO	☑ YES ☐ NO			CONTACT NAME	Laura Mood		
CURRENT VENDOR	☑ YES ☐ NO			PHONE	(302) 981-4105	EXT	
VENDOR #	106592			EMAIL	lmood@reachriverside.org	FAX #	

ITEM#	QTY	DESCRIPTION	UNIT PRICE	TOTAL	OBJ LEVEL	GRANT or PROJECT #/ DETAIL / LOCATION
1	1	The Teen Warehouse, Inc.	100,000.00	$100,000.00	57210	G12830001
				$0.00		1000000337
				$0.00		ARPA00174
				$0.00		57210
				$0.00		
				$0.00		
				$0.00		
				$0.00		
			TOTAL	$100,000.00		

ADDITIONAL NOTES	

PURCHASES > $50,000 (Non-Bid) OR IF THE FY AGGREGATE FOR THIS VENDOR > $50,000 (Non-Bid), PLEASE COMPLETE THE SECTION BELOW.

I. What is the purpose of the requisition or advice of change?

To provide mentoring services for youth in the surrounding community of the organization.

II. Why is it needed?

To mentor at risk youth that seek, or are recommended for, mentorship as a refuge from the crime and poverty that is present in their neighborhood.

III. What will the impact (cost) be to New Castle County if the requisition or advice of change is not processed?

The organization will be unable to expand their youth mentorship program.

IV. IS THIS A SOLE SOURCE CONTRACT?	☐ YES	☑ NO		
V. IS THIS A PASS THROUGH GRANT?	☑ YES	☐ NO	**IF YES, AGENCY**	
VI. OTHER, PLEASE EXPLAIN				

SIGNATURE	Tonya M. Adkins	DATE	11/7/2023

Primary Sponsor(s): Mr. Smiley, Mr. Cartier
Requested by: Administration/Finance
Date of introduction: November 28, 2023

RESOLUTION NO. 23-214

AUTHORIZING THE EXECUTION OF A SUBAWARD AGREEMENT WITH YWCA DELAWARE, INC. TO PROVIDE PREVENTION AND SUPPORT RESOURCES TO THE YOUTH FROM ROSEGATE AND RICHARDSON PARK PROMOTING WELLBEING AND PROTECTIVE FACTORS AGAINST VIOLENCE FOR THE DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE IN THE ADDITIONAL AMOUNT OF $30,000.00

WHEREAS, New Castle County, as an eligible recipient, received a total of $108,531,220.00 in Coronavirus State and Local Fiscal Recovery ("CSLFR") funds under the American Rescue Plan Act of 2021 ("ARPA"), Pub. Law. No. 117-2 from the United States Department of the Treasury ("Treasury"); and

WHEREAS, New Castle County Ordinance 21-129 and Ordinance 22-097 (the "Ordinances") appropriated the full amount of these CSLFR funds from the Department of the Treasury to the American Rescue Plan Act Grant for New Castle County to respond to the COVID-19 public health emergency and its negative economic impacts; and

WHEREAS, the Ordinances appropriated funding for Non-Profit Grants, which contemplated providing funds for non-profit organizations addressing pandemic-related needs in the community; and

WHEREAS, New Castle County must enter into a subaward agreement with the YWCA Delaware, Inc. to comply with the Uniform Guidance, 2 CFR Part 200; and

WHEREAS, *New Castle County Code* § 2.02.004 requires that all contracts involving expenditures of funds in excess of $50,000.00 in aggregate to one vendor in a fiscal year, which are not competitively bid, be approved by Resolution of County Council; and

WHEREAS, a previous subaward agreement with YWCA Delaware, Inc. was approved by County Council via Resolution 23-195 for transfers of up to $244,110.00 to assist the target population of youth who are underserved by other school and community resources, and therefore have an increased risk of delayed graduation from high school, teen pregnancy, and relationship violence, as indicated by anti-social behavior and high Adverse Childhood Experience (ACE) scores. These students require meaningful support, understanding mentorship, and prudent guidance in order to develop resilience and succeed despite a disadvantaged beginning; and

WHEREAS, the subaward agreement with YWCA Delaware, Inc. contemplates additional transfers of up to $30,000.00 for the same purpose, for a total of $274,110.00.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby approves the subaward agreement listed on the attached Exhibit "A," entitled "New Castle County Purchase Requisition/Justification Form," as a valid contract in excess of $50,000.00 pursuant to *New Castle County Code* § 2.02.004.

Adopted by County Council of
New Castle County on:

_____
Karen Hartley-Nagle
President of County Council
of New Castle County

SYNOPSIS: This Resolution approves the execution of the listed subaward agreement.

Department of Administration, Office of Finance

YWCA Delaware, Inc.	$30,000.00

FISCAL IMPACT: This Resolution authorizes the execution of one subaward agreement totaling an additional $30,000.00. Funding is included in the FY2024 Approved Grant Budget in the American Rescue Plan Act Grant.

_____
Michael Smith
Chief Financial Officer

NEW CASTLE COUNTY
PURCHASE REQUISITION / JUSTIFICATION FORM

EXHIBIT A

Please complete all the blue highlighted fields. If the total is greater than $50,000 (Non-Bid only); or if the purchase, for this vendor, in aggregate for the fiscal year exceeds $50,000 (Non-Bid only), you must also complete items I-VI in the lower half of the form.

REQUISITIONER INFORMATION				VENDOR INFORMATION			
NAME	Tonya M. Adkins	FISCAL YR	2023	NAME	YWCA Delaware, Inc.		
DEPARTMENT	ADMINISTRATION_12	FUND	110 GRANTS	ADDRESS	100 W. 10th Street, Suite 515		
ORGANIZATION	11122013 ADMIN - FIN - GRANTS				Wilmington, DE 19801 -6604		
PHONE	(302) 395-5076	REQ#					
DELIVERY LOCATION							
SEND VENDOR PO	☑ YES ☐ NO			CONTACT NAME	Rebecca Cotto		
CURRENT VENDOR	☑ YES ☐ NO			PHONE	302.655.0039	EXT	
VENDOR #				EMAIL	RCotto@ywcade.org	FAX #	

ITEM#	QTY	DESCRIPTION	UNIT PRICE	TOTAL	OBJ LEVEL	GRANT or PROJECT #/ DETAIL / LOCATION
1	1	YWCA Delaware - Rosegate & Richardson Park	274,110.00	$274,110.00	57210	G12830001
				$0.00		1000000282
				$0.00		ARPA00108
				$0.00		57210
				$0.00		
				$0.00		
				$0.00		
				$0.00		
			TOTAL	$274,110.00		

ADDITIONAL NOTES

PURCHASES > $50,000 (Non-Bid) OR IF THE FY AGGREGATE FOR THIS VENDOR > $50,000 (Non-Bid), PLEASE COMPLETE THE SECTION BELOW.

I. What is the purpose of the requisition or advice of change?

Project will connect youth in neighborhoods Rosegate and Richardson Park with prevention and support resources, promoting wellbeing and protective factors against violence.

II. Why is it needed?

Our target population will be youth who are underserved by other school and community resources, and therefore at increased risk of delayed graduation from high school, teen pregnancy, and relationship violence, as indicated by anti-social behavior and high Adverse Childhood Experience (ACE) scores. These students require meaningful support, understanding mentorship, and prudent

III. What will the impact (cost) be to New Castle County if the requisition or advice of change is not processed?

N/A

IV. IS THIS A SOLE SOURCE CONTRACT?	☐ YES	☑ NO		
V. IS THIS A PASS THROUGH GRANT?	☑ YES	☐ NO	**IF YES, AGENCY**	
VI. OTHER, PLEASE EXPLAIN				

SIGNATURE	Tonya M. Adkins	**DATE**	10/26/2023

Prime Sponsor(s): Mr. Smiley, Mr. Cartier
Requested by: Administration/Finance
Date of introduction: November 28, 2023

RESOLUTION NO. 23-215

AUTHORIZING THE EXECUTION OF ONE PURCHASE ORDER CONTRACT FOR N. HARRIS COMPUTER CORPORATION SYSTEM INNOVATORS TO ENHANCE AND INTEGRATE THE EXISTING IMAGE CASH LETTER (ICL) SYSTEM FOR EFFICIENT CHECK DEPOSIT PROCESSING FOR THE DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE IN THE AMOUNT OF $8,000.00

WHEREAS, New Castle County Code § 2.02.004 requires that all contracts involving expenditures of funds in excess of $50,000.00 in aggregate to one vendor in a fiscal year, which are not competitively bid, be approved by Resolution of County Council; and

WHEREAS, this contract for $8,000.00 is to enhance the existing ICL system, and design, develop, code, test, and implement the modified system to ensure it integrates for the Department of Administration, Office of Finance.

WHEREAS, this contract requires approval by County Council as the expenditure of funds to this vendor has already exceeded the threshold of $50,000.00 in aggregate to one vendor in a fiscal year.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby approves the contract listed on the attached Exhibit "A," entitled "New Castle County Purchase Requisition/Justification Form," as a valid contract in excess of $50,000.00 pursuant to *New Castle County Code* § 2.02.004.

Adopted by County Council of
New Castle County on:

_____
Karen Hartley-Nagle
President of County Council
of New Castle County

SYNOPSIS: This Resolution approves the execution of the listed contract.

Department of Administration, Office of Finance

N. Harris Computer Corporation System Innovators	$8,000.00

FISCAL IMPACT: This Resolution authorizes the execution of one purchase order contract totaling $8,000.00. Funding is included in the FY2024 Approved Operating Budget in the Department of Administration, Office of Finance.

_____
Michael Smith
Chief Financial Officer

NEW CASTLE COUNTY
PURCHASE REQUISITION / JUSTIFICATION FORM

EXHIBIT A

Please complete all the blue highlighted fields. If the total is greater than $50,000 (Non-Bid only); or if the purchase, for this vendor, in aggregate for the fiscal year exceeds $50,000 (Non-Bid only), you must also complete items I-VI in the lower half of the form.

REQUISITIONER INFORMATION					VENDOR INFORMATION			
NAME	Stephanie Scola	FISCAL YR	2024		NAME	N Harris Computer Corp System Innovators		
DEPARTMENT	ADMINISTRATION_12	FUND	100 GENERAL		ADDRESS	DBA System Innovators		
ORGANIZATION	10122004 ADMIN - FIN - TREAS GEN FUND					POBox 74007259		
PHONE	302-395-5153	REQ#	2403658			Chicago, IL 60674-7259		
DELIVERY LOCATION								
SEND VENDOR PO	☑ YES ☐ NO				CONTACT NAME	Matt Winter, Sr. Account Executive		
CURRENT VENDOR	☑ YES ☐ NO				PHONE	904-647-1730	EXT	
VENDOR #	101386				EMAIL	mwinter@systeminnovators.com	FAX #	

ITEM#	QTY	DESCRIPTION	UNIT PRICE	TOTAL	OBJ LEVEL	GRANT or PROJECT #/ DETAIL / LOCATION
		Service Request - Modification of ICL		$0.00		
	40	Time and Materials Service 40 hours @ $200 / hour	200.00	$8,000.00	55406	
		Design, development, coding, testing and implementation of an		$0.00		
		Image Cash Letter (ICL) to be compatible with JPMorgan, NCC's		$0.00		
		new banking partner.		$0.00		
				$0.00		
				$0.00		
				$0.00		
			TOTAL	$8,000.00		

ADDITIONAL NOTES	

PURCHASES > $50,000 (Non-Bid) OR IF THE FY AGGREGATE FOR THIS VENDOR > $50,000 (Non-Bid), PLEASE COMPLETE THE SECTION BELOW.

I. What is the purpose of the requisition or advice of change?

The purpose of System Innovator's work is to modify the Image Cash Letter currently produced through the cashiering system they maintain for the county. The Image Cash Letter or ICL images each check received in Treasury Operations and elsewhere around the county for deposit to the county's bank.

II. Why is it needed?

The county is changing banks. The existing ICL is not compatible with JPMorgan.

III. What will the impact (cost) be to New Castle County if the requisition or advice of change is not processed?

Far more than $8,000.

IV. IS THIS A SOLE SOURCE CONTRACT?	☐ YES	☑ NO		
V. IS THIS A PASS THROUGH GRANT?	☐ YES	☑ NO	**IF YES, AGENCY**	
VI. OTHER, PLEASE EXPLAIN				

SIGNATURE	*Stephanie M Scola*	DATE	11/14/2023

Prime Sponsor(s): Mr. Smiley, Mr. Cartier
Requested by: Community Services/CD&H
Date of introduction: November 28, 2023

RESOLUTION NO. 23-216

AUTHORIZING THE EXECUTION OF ONE CONTRACT AGREEMENT WITH MBID OF DELAWARE, LLC TO ASSIST IN THE CREATION OF NEW AFFORDABLE RENTAL HOUSING UNITS IN NEWARK, DELAWARE FOR THE DEPARTMENT OF COMMUNITY SERVICES, DIVISION OF COMMUNITY DEVELOPMENT AND HOUSING IN THE AMOUNT OF $1,000,000.00.

WHEREAS, *New Castle County Code* § 2.02.004 requires that all contracts involving expenditures of funds in excess of $50,000.00 in aggregate to one vendor in a fiscal year, which are not competitively bid, be approved by Resolution of County Council; and

WHEREAS, this contract is an agreement between New Castle County and MBID of Delaware, LLC in an amount not to exceed $1,000,000.00; and

WHEREAS, these funds will be used to assist in providing access to affordable rental housing units in Newark, Delaware.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby approves the contract listed on the attached Exhibit "A," entitled "New Castle County Purchase Requisition/Justification Form," as a valid contract in excess of $50,000.00 pursuant to *New Castle County Code* § 2.02.004.

Adopted by County Council of
New Castle County on:

_____
Karen Hartley-Nagle
President of County Council
of New Castle County

SYNOPSIS: This Resolution approves the execution of the listed contract.

Department of Community Services, Division of Community Development and Housing

MBID of Delaware, LLC	$1,000,000.00

FISCAL IMPACT: This Resolution authorizes the execution of one contract totaling $1,000,000.00. Funding is included in the FY2024 Approved Grant Budget in the HOME Program Grant.

_____
Michael Smith
Chief Financial Officer

NEW CASTLE COUNTY
PURCHASE REQUISITION / JUSTIFICATION FORM

EXHIBIT A

Please complete all the blue highlighted fields. If the total is greater than $50,000 (Non-Bid only); or if the purchase, for this vendor, in aggregate for the fiscal year exceeds $50,000 (Non-Bid only), you must also complete items I-VI in the lower half of the form.

REQUISITIONER INFORMATION					VENDOR INFORMATION			
NAME	Vincent Garlick	FISCAL YR	2024		NAME	MBID of Delaware, LLC		
DEPARTMENT	COMMUNITY_SERVICES_40	FUND	110 GRANTS		ADDRESS	5 Powell Lane		
ORGANIZATION	11400601 CS - GRANTS					Collingswood, NJ 08108		
PHONE	302-395-5673	REQ#	2406563					
DELIVERY LOCATION								
SEND VENDOR PO	☑ YES ☐ NO				CONTACT NAME	David Holden		
CURRENT VENDOR	☑ YES ☐ NO				PHONE	302-379-7799	EXT	
VENDOR #	110069				EMAIL	dholden@ingerman.com	FAX #	

ITEM#	QTY	DESCRIPTION	UNIT PRICE	TOTAL	OBJ LEVEL	GRANT or PROJECT #/ DETAIL / LOCATION
	1	HOME funds for new affordable rental housing units	33,656.95	$33,656.95	57210	G40430028
		G40430028-1000000406-0000000000-57210 (G4008)		$0.00		1000000406
	1	HOME funds for new affordable rental housing units	75,399.30	$75,399.30	57210	G40430029
		G40430029-1000000403-0000000000-57210 (G4009)		$0.00		10000000403
	1	HOME funds for new affordable rental housing units	890,943.75	$890,943.75	57210	G40430030
		G40430030-1000000404-0000000000-57210 (G4014)		$0.00		10000000404
				$0.00		0000000000
				$0.00		57210
			TOTAL	$1,000,000.00		

ADDITIONAL NOTES

PURCHASES > $50,000 (Non-Bid) OR IF THE FY AGGREGATE FOR THIS VENDOR > $50,000 (Non-Bid), PLEASE COMPLETE THE SECTION BELOW.

I. What is the purpose of the requisition or advice of change?

To assist in the creation of new affordable rental housing units in Newark, DE.

II. Why is it needed?

Its needed to assist in providing access to affordable rental housing units in Newark, DE

III. What will the impact (cost) be to New Castle County if the requisition or advice of change is not processed?

New Castle County will be participating in furthering of the affordable housing crisis.

IV. IS THIS A SOLE SOURCE CONTRACT?	☑ YES	☐ NO		
V. IS THIS A PASS THROUGH GRANT?	☑ YES	☐ NO	**IF YES, AGENCY**	HUD
VI. OTHER, PLEASE EXPLAIN				

SIGNATURE	Carrie Casey	**DATE**	11/9/2023

Prime Sponsor(s): Mr. Smiley, Mr. Cartier
Requested by: Community Services/CD&H
Date of introduction: November 28, 2023

RESOLUTION NO. 23-217

AUTHORIZING THE EXECUTION OF ONE CONTRACT AGREEMENT WITH WARRIORS HELPING WARRIORS, INC. TO ASSIST WITH THE DEVELOPMENT OF AFFORDABLE HOUSING FOR HOMELESS VETERANS IN MIDDLETOWN, DE FOR THE DEPARTMENT OF COMMUNITY SERVICES, DIVISION OF COMMUNITY DEVELOPMENT AND HOUSING IN THE AMOUNT OF $331,937.00.

WHEREAS, *New Castle County Code* § 2.02.004 requires that all contracts involving expenditures of funds in excess of $50,000.00 in aggregate to one vendor in a fiscal year, which are not competitively bid, be approved by Resolution of County Council; and

WHEREAS, this contract is an agreement between New Castle County and Warriors Helping Warriors, Inc. in an amount not to exceed $331,937.00; and

WHEREAS, these funds will be used to create and stabilize affordable housing for homeless veterans in Middletown, Delaware.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby approves the contract listed on the attached Exhibit "A," entitled "New Castle County Purchase Requisition/Justification Form," as a valid contract in excess of $50,000.00 pursuant to *New Castle County Code* § 2.02.004.

Adopted by County Council of
New Castle County on:

_____
Karen Hartley-Nagle
President of County Council
of New Castle County

SYNOPSIS: This Resolution approves the execution of the listed contract.

Department of Community Services, Division of Community Development and Housing

Warriors Helping Warriors, Inc.	$331,937.00

FISCAL IMPACT: This Resolution authorizes the execution of one contract totaling $331,937.00. Funding is included in the FY2024 Approved Grant Budget in the HOME Program Grant.

_____
Michael Smith
Chief Financial Officer

NEW CASTLE COUNTY
PURCHASE REQUISITION / JUSTIFICATION FORM

EXHIBIT A

Please complete all the blue highlighted fields. If the total is greater than $50,000 (Non-Bid only); or if the purchase, for this vendor, in aggregate for the fiscal year exceeds $50,000 (Non-Bid only), you must also complete items I-VI in the lower half of the form.

REQUISITIONER INFORMATION				VENDOR INFORMATION			
NAME	Vincent Garlick	FISCAL YR	2024	NAME	Warriors Helping Warriors, Inc.		
DEPARTMENT	COMMUNITY_SERVICES_40	FUND	110 GRANTS	ADDRESS	104 S. Broad Street		
ORGANIZATION	11400601 CS - GRANTS				Middletown, DE 19709		
PHONE	302-395-5673	REQ#	2406625				
DELIVERY LOCATION							
SEND VENDOR PO	☑ YES ☐ NO			CONTACT NAME	Marsha Conley		
CURRENT VENDOR	☑ YES ☐ NO			PHONE	302-559-5936	EXT	
VENDOR #	102308			EMAIL	marshac1948@verizon.net	FAX #	

ITEM#	QTY	DESCRIPTION	UNIT PRICE	TOTAL	OBJ LEVEL	GRANT or PROJECT #/ DETAIL / LOCATION
1	1	FY24 HOME Subgrantee Warriors Helping Warriors	331,937.00	$331,937.00	57210	G40430030
				$0.00		1000000402
				$0.00		0000000000
				$0.00		57210
				$0.00		
				$0.00		
				$0.00		
				$0.00		
			TOTAL	$331,937.00		

ADDITIONAL NOTES

PURCHASES > $50,000 (Non-Bid) OR IF THE FY AGGREGATE FOR THIS VENDOR > $50,000 (Non-Bid), PLEASE COMPLETE THE SECTION BELOW.

I. What is the purpose of the requisition or advice of change?

To assist with the development of affordable housing for homeless veterans in Middletown, DE for individuals earning less than 0% - 30% of area medium income.

II. Why is it needed?

To create, and stabilize, affordable housing for homeless veterans in New Castle County.

III. What will the impact (cost) be to New Castle County if the requisition or advice of change is not processed?

New Castle County could lose affordable housing for homeless veterans earning less than 0% - 30% of area median income.

IV. IS THIS A SOLE SOURCE CONTRACT? ☑ YES ☐ NO

V. IS THIS A PASS THROUGH GRANT? ☑ YES ☐ NO **IF YES, AGENCY** HUD

VI. OTHER, PLEASE EXPLAIN

SIGNATURE Carrie Casey **DATE** 11/9/2023

Prime Sponsor(s): Mr. Smiley, Mr. Cartier
Requested by: Public Safety
Date of introduction: November 28, 2023

RESOLUTION NO. 23-218

AUTHORIZING THE EXECUTION OF ONE CONTRACT WITH GRAYSHIFT, LLC TO PURCHASE TWO UNITS OF FORENSIC EQUIPMENT, AND THE ASSOCIATED LICENSES, FOR POLICE INVESTIGATIONS FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE IN THE AMOUNT OF $57,160.64

WHEREAS, *New Castle County Code* § 2.02.004 requires that all contracts involving expenditures of funds in excess of $50,000.00 in aggregate to one vendor in a fiscal year, which are not competitively bid, be approved by Resolution of County Council; and

WHEREAS, this contract is an agreement between New Castle County and Grayshift, LLC in the amount of $57,160.64; and

WHEREAS, these funds will be used to purchase the forensic technology utilized by the Division of Police for numerous investigations.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby approves the contract listed on the attached Exhibit "A," entitled "New Castle County Purchase Requisition/Justification Form," as a valid contract in excess of $50,000.00 pursuant to *New Castle County Code* § 2.02.004.

Adopted by County Council of
New Castle County on:

_____
Karen Hartley-Nagle
President of County Council
of New Castle County

SYNOPSIS: This Resolution approves the execution of the listed subaward agreement.

Department of Public Safety, Division of Police

Grayshift, LLC $57,160.64

FISCAL IMPACT: This Resolution authorizes the execution of one contract agreement totaling $57,160.64. Funding is included in the FY2024 Approved Operating Budget in the Department of Public Safety, Division of Police.

_____
Michael Smith
Chief Financial Officer

NEW CASTLE COUNTY
PURCHASE REQUISITION / JUSTIFICATION FORM

EXHIBIT A

Please complete all the blue highlighted fields. If the total is greater than $50,000 (Non-Bid only); or if the purchase, for this vendor, in aggregate for the fiscal year exceeds $50,000 (Non-Bid only), you must also complete items I-VI in the lower half of the form.

REQUISITIONER INFORMATION				VENDOR INFORMATION			
NAME	Porsha Lopez	FISCAL YR	2024	NAME	Grayshift LLC		
DEPARTMENT	PUBLIC_SAFETY_20	FUND	110 GRANTS	ADDRESS	931 Monroe Dr. Ne		
ORGANIZATION	11200801 PS - GRANTS				Ste A 102-340		
PHONE	302-395-8007	REQ#	2024/2406313		Atlanta, GA 30308		
DELIVERY LOCATION	POLICE DEPARTMENT - RECEIVING						
SEND VENDOR PO	☑ YES ☐ NO			CONTACT NAME	Tracy Gossett		
CURRENT VENDOR	☑ YES ☐ NO			PHONE	+1(833)472-9539	EXT	
VENDOR #	102695			EMAIL	tgossett@grayshift.com	FAX #	

ITEM#	QTY	DESCRIPTION	UNIT PRICE	TOTAL	OBJ LEVEL	GRANT or PROJECT #/ DETAIL / LOCATION
	2	GrayKey License - Premier Extension , Unlimited iOS and Android Extractions	29,452.97	$58,905.94	56108	61077
	2	2.0 GrayKey Units	550.00	$1,100.00		
	1	Discount	(2,945.30)	($2,945.30)		
	2	Shipping and Handling	50.00	$100.00		
				$0.00		
				$0.00		
				$0.00		
				$0.00		
			TOTAL	$57,160.64		

ADDITIONAL NOTES	

PURCHASES > $50,000 (Non-Bid) OR IF THE FY AGGREGATE FOR THIS VENDOR > $50,000 (Non-Bid), PLEASE COMPLETE THE SECTION BELOW.

I. What is the purpose of the requisition or advice of change?

To purchase forensic equipment (2 units) and the associated licenses for police investigations.

II. Why is it needed?

The division uses the forensic technology for numerous investigations.

III. What will the impact (cost) be to New Castle County if the requisition or advice of change is not processed?

The division's ability to effectively investigate certain crimes would be severely impacted.

IV. IS THIS A SOLE SOURCE CONTRACT?	☑ YES	☐ NO		
V. IS THIS A PASS THROUGH GRANT?	☐ YES	☑ NO	IF YES, AGENCY	
VI. OTHER, PLEASE EXPLAIN				

SIGNATURE	Porsha Lopez	DATE	10/25/2023

Prime Sponsor(s): Ms. Hartley-Nagle
Requested by: Administration/Human Resources
Date of introduction: November 28, 2023

RESOLUTION NO. 23-219

AUTHORIZING THE COUNTY EXECUTIVE TO SIGN THE AMENDED DELAWARE PUBLIC EMPLOYEES COUNCIL 81, AFSCME (AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES) (AFL-CIO), AND ITS AFFILIATE LOCAL 3911, COLLECTIVE BARGAINING AGREEMENT

WHEREAS, the County Executive signed the collective bargaining agreement and then the amended collective bargaining agreement with the Delaware Public Employees Council 81, AFSCME (AFL-CIO) and its Affiliate Local 3109, pursuant to the authorization provided by County Council Resolution Numbers 23-093 and 23-156, respectively; and

WHEREAS, the Parties engaged in additional bargaining that resulted in a supplemental agreement regarding training officer time; and

WHEREAS, this supplemental agreement necessitates the addition of new language to Paragraph 79 (a), and the renumbering of the current Paragraphs 79(a) – 79(h) to 79(b) – 79(i) of the executed collective bargaining agreement between the County and Local 3109 which is memorialized in the addendum attached as Exhibit “A”; and

WHEREAS, the 2023-2027 Collective Bargaining Agreement between the Delaware Public Employees Council 81, AFSCME (AFL-CIO0, and its affiliate Local 3911 attached hereto as “Exhibit A” implements the negotiated agreement as the parties intended.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby authorizes the County Executive to sign the ratified agreement with the Delaware Public Employees Council 81, AFSCME (American Federation of State County, and Municipal Employees) (AFL-CIO), and its affiliate Local 3911 as set forth in Exhibit “A” hereto.

Adopted by County Council of
New Castle County on:

_____
Karen Hartley-Nagle
President of County Council
New Castle County

SYNOPSIS: This Resolution, if approved, authorizes the County Executive to sign the amended collective bargaining agreement with the Delaware Public Employees Council 81, AFSCME (American Federation of State County, and Municipal Employees) (AFL-CIO), and its affiliate Local 3911. This agreement continues to grant employees who are appointed to training officer positions four (4) hours paid leave per month.

FISCAL NOTE: This Resolution, if approved, will continue to grant four (4) hours paid leave per month to employees who are appointed to training officer positions; therefore, there is no fiscal impact.

§§§§§§§§§§§§

2023 - 2027

AGREEMENT

between

New Castle County

and

AFSCME Local 3911

The American Federation
of
State, County, and Municipal Employees

A.F.L.-C.I.O.

§§§§§§§§§§§§

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AGREEMENT

This agreement was entered into effective July 1, 2023, by and between the Government of New Castle County, hereinafter referred to as the County, and Local 3911, Council 81, American Federation of State, County and Municipal Employees AFL-CIO, hereinafter referred to as Local 3911. The Local referred to in this agreement and the bargaining unit represented by the Union is Local Union Number Classification 3911, Salaried.

For New Castle County

Honorable Mathew S. Meyer
County Executive

Date

For AFSCME Local 3911

Brian Bradford
President AFSCME, Local 3911

Date

Michael Begatto
Executive Director, AFSCME Council 81

Date

PURPOSE

(1) It is the purpose of this Agreement to promote and ensure harmonious relations, cooperation and understanding between the County and the employees in the bargaining unit covered hereby, to ensure true collective bargaining under state law, to establish wages, hours, working conditions and other terms of employment consistent with the goals and purposes of the Merit System as established by County ordinance and regulation.

The County and the Union jointly pledge their cooperation to work together in the public interest to secure continued improvement in the services offered to the citizens of New Castle County in accordance with objectives of the Reorganization Act.

UNION OFFICE AND TELEPHONE

(2) The County shall provide the Union with an office and a telephone. The County shall provide basic monthly telephone service. The Union shall be responsible for the cost of all long distance calls.

UNION RECOGNITION, UNION MEMBERSHIP AND DEDUCTION OF UNION DUES

(3) Union Recognition

(a) The County recognizes the Union as the sole and exclusive collective bargaining agent for all employees covered by this Agreement for the purpose of collective bargaining with respect to wages, rates of pay, hours of employment, and other conditions of employment.

(b) The term "employees" as used in this Agreement shall include all County employees stated in specifically numbered certifications made in accordance with Title 19, Delaware Code, Chapter 13.

(4) Union Dues

(a) All employees in the collective bargaining unit who have completed thirty (30) days of employment who are Union members, shall pay to the Union dues uniformly required of its members.

(b) The Union shall accept into membership each employee covered by this agreement who tenders to the Union the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership in the Union.

(c) Non bargaining unit members filling a limited term position created by an approved leave of absence shall be exempt from all privileges and conditions of the contract.

(5) Deduction of Union Dues

(a) The County agrees to deduct the periodic Union membership dues and initiation fee uniformly required by the Union as a condition of acquiring or retaining membership in accordance with the Constitution and By-Laws of the Union from the pay of employees who certify that they authorize such deductions and who execute the "Authorization for Check-Off of Dues" form.

(b) Employees who certify that they authorize such deductions and execute the "Authorization for Check-Off of Dues" form assign to the Union from any wages earned or to be earned from the County as an employee the regular periodic dues and initiation fee or such amounts as may hereafter be established by the Union and become due it as said membership dues and initiation fee in the Union.

(c) Dues deductions shall be remitted to the designated financial officer of the Local Union not later than the fifteenth (15th) day in the month.

(d) The term "dues" shall not be deemed to include any fine, assessment, contribution or other form of payment required from members of the American Federation of State, County and Municipal Employees, AFL-CIO.

(e) In the event the Union changes the amount or the frequency of Union dues to be deducted from its members, it shall notify the Chief Human Resource Officer ("CHRO") in writing at least thirty (30) working days prior to the effective date of such change.

(f) The Union shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability that shall arise out of or by reason of any action taken or not taken by the employer for the purpose of complying with any of the provisions of this section on Union Recognition, Union Membership, and Deduction of Union Dues.

(g) In the event the County does not withhold dues from an employee, dues shall be deducted from the next pay period after being notified by the Treasurer of Local 3911.

(h) The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

UNION ELECTIONS, UNION REPRESENTATION
AND UNION STEWARDS

(6) (a) The Union may hold elections of local officers on County time and property with the use of a total of 48 hours of release time for employees without loss of pay. This usage shall be limited to once every two years and shall include runoff elections.

(b) The employees in the bargaining unit shall be represented for the purpose of grievance adjustment by a Grievance Committee of not more than five (5) employee members which shall consist of the President of the Local, Chairperson of the Grievance Committee, and three (3) employee members.

(c) Members of the Executive Board shall be granted up to four (4) hours of release time monthly, without loss of pay, to participate in monthly union meetings, and up to an additional four (4) hours for each of two (2) special union meetings each year, provided, however, that no more than two (2) Executive Board members from the EMS Division and two (2) Executive Board members from the Communications Division shall be entitled to release time for any one meeting identified in this paragraph. A member of the Executive Board shall inform their supervisor when release time is needed and provide his or her supervisor with sufficient contact information such that the supervisor may contact the member for business purposes.

(7) The County agrees to recognize stewards in accordance with the following:

Public Safety Department	
Emergency Medical Services (2-2-4 shift)	1 Steward per platoon
Emergency Medical Services (non 2-2-4 shift)	2 Stewards
Emergency Communications Center (2-2-4 shift)	1 Steward per platoon
Emergency Communications Center (non 2-2-4 shift)	1 Steward

The President of the Local Union shall notify the CHRO of the appointment of all Shop Stewards.

In the event an area steward is not available for the investigation and processing of grievances as specified in the grievance procedure herein due to being absent from work, an alternate from the Stewards area may be appointed by the President of the Local Union to serve until the Area Steward shall return. The President of such Local Union shall notify the CHRO of such alternate's appointment and the term thereof, in order that County government management personnel involved in the Grievance Procedure will give recognition to the alternate.

Increase or decrease of employment in any department or as additional departments are established shall result in the adjustment of the number of stewards by agreement of the CHRO of the County government and the Union.

(8) The Union agrees that new employees in the probationary status shall not be eligible to serve as a member of the Grievance Committee or area steward.

(9) The Chairperson of the Grievance Committee and area stewards may leave their places of work without loss of pay with the understanding that the time will be devoted to proper investigation and processing of grievances as specified in the grievance procedure herein. The President of the Union shall be exempted from this requirement and may absent himself/herself from work without loss of pay for legitimate union business.

The President of the Union, employees, area stewards, and members of the Grievance Committee shall, upon leaving and returning to their place of work, report to the Director of Public Safety or Division Manager. They shall also provide their supervisor with sufficient contact information such that the supervisor may contact them for business purposes.

Such employees will continue to work at their assigned job except when required to process grievances as provided herein.

(10) County employees whose attendance is required at grievance proceedings shall attend hearings or conferences during their regularly scheduled working hours without loss of pay. Request by the Union for attendance of such employees at mediation and Arbitration hearings shall be cleared with the CHRO or Acting CHRO and the Director of Public Safety or Acting Director of Public Safety involved. Any County employee attending such hearing or conferences outside of regularly scheduled working hours shall not be eligible for pay for attendance at such hearings or conferences.

(11) Grievance Procedure

(a) Any grievance or dispute which may arise between the parties concerning the wages, hours, and working conditions and the application or interpretation of this agreement shall be taken up in accordance with the procedure outlined below.

(b) A grievance is expected to state the section(s) of the agreement claimed to be in violation.

(12) (a) The Union agrees that it shall represent all members of the bargaining unit.

(b) It shall be the firm policy of the County to assure every employee in the bargaining unit an unobstructed use of the grievance procedure without fear of reprisal or without prejudice in any manner concerning his/her job status.

(c) Copies of grievance decisions at all steps of the grievance procedure shall be forwarded to the Grievance Chairperson and President.

(13) The time limits as set forth herein may be extended, in writing, by agreements of the parties.

(14) STEP ONE: (Director of Public Safety or Acting Director of Public Safety)

No later than ten (10) working days after an event or ten (10) working days after an employee becomes aware of an event (provided this is a reasonable period of time) which leads to a grievance, the employee or one designated member of a group having a grievance shall, with or without the shop steward, present the grievance to the Director of Public Safety or Acting Director of Public Safety, as well as the CHRO or designee. Such grievance shall be reduced to writing on forms provided by the County and signed by the employee(s) involved and the area steward. The Director of Public Safety or Acting Director of Public Safety will then send for the area steward without any discussion of the grievance, in order that the area steward shall be present at the discussion and adjustment. The County may have in attendance additional management representatives as needed to assist in processing, responding to, or adjusting the grievance, providing the County gives prior notice to the Union as to who will attend. The Director of Public Safety or Acting Director of Public Safety shall give his/her decision in writing within ten (10) working days after the grievance has been submitted with his/her conclusion clearly written thereon.

(15) STEP TWO: (Chief Administrative Officer, Deputy Chief Administrative Officer or their designees, (not to include the CHRO or any of his or her staff.)

In the event the Director of Public Safety or Acting Director of Public Safety's written decision as set forth in Step One shall be unsatisfactory, the area steward shall promptly deliver the Union's copy to the Chairperson of the Grievance Committee and President who shall appeal the grievance to the Chief Administrative Officer, Deputy Chief Administrative Officer or their designees, (not to include the CHRO or any of his or her staff) in writing within ten (10) working days after the Director of Public Safety's or Acting Director of Public Safety's decision has been given in Step One. The Hearing Officers shall schedule a meeting within ten (10) working days with the President of the Union, Chairperson of the Grievance Committee and three (3) employee committee persons, the area steward, and the aggrieved employee to discuss the appealed grievance. The County may have in attendance additional management representatives as needed to assist in processing, responding to, or adjusting the grievance, providing the County gives prior notice to the Union as to who will attend. This meeting may also be attended by a Representative(s) of Council No. 81 of the American Federation of State, County and Municipal Employees, AFL-CIO. At the conclusion of the discussion, the Hearing Officers shall submit their decision in writing on the grievance form within ten (10) working days and shall affix their signature thereto.

(16) STEP THREE: Mediation

At the request of either party, made within ten (10) working days of the Step Two 2 decision, a grievance may be submitted to a mediator with the Federal Mediation and Conciliation Service, with contemporaneous notice to the other party. In the event that one party requests mediation, the other party shall consent to mediation. While the grievance is pending mediation, the time deadlines to file for arbitration shall be held in abeyance. The parties agree that mediation shall be non-binding and shall take place within thirty (30) days of the request for mediation. In the event that there are any costs associated with mediation, the parties shall bear the costs equally.

ARBITRATION

(17) STEP FOUR: (Appeal to Arbitration)

(a) In the event the Step Two decision is unsatisfactory, and the grievance is not resolved at mediation, it may be appealed to arbitration by either party. A request for arbitration shall be filed with the American Arbitration Association ("AAA") under the then current Labor Arbitration Rules within thirty (30) working days after the Step Two decision has been given in writing by the Step Two Hearing Officer, or within five (5) days after termination of mediation. Otherwise, the case shall be considered settled on the basis of the Step Two decision.

(b) The Arbitrator shall be selected from the membership of the AAA by mutual agreement of the County and the Union. In the event the parties cannot agree on a selection within ten (10) working days after receipt of a list of available arbitrators from the AAA, the arbitrator shall be selected under the AAA's Voluntary Labor Arbitration Rules then in effect.

(c) The decision of the Arbitrator shall be final and binding on the parties, and the Arbitrator shall be requested to issue a decision within thirty (30) days after the conclusion of testimony and argument.

(d) The arbitration award shall be in writing and shall set forth the Arbitrator's opinion and conclusion on the issue(s) submitted. The Arbitrator shall limit the decision strictly to the application and interpretation of the provisions of the agreement. The Arbitrator shall be without power to make any decision contrary to or inconsistent with, or modifying or varying in any way, the terms of this Agreement. The Arbitrator shall have no power to establish or change any salary or the job content of any classification or modification of any wage schedule.

(e) In case a grievance involving any continuing or other money claim against the County, no award shall be made by the Arbitrator, which shall allow any alleged accruals prior to the date when such grievance shall have been presented to the County in writing except in a case whereby the employee

of the Union due to lack of knowledge could not know prior to that date there were grounds for such a claim. In such cases, retroactive claims shall be limited to a period of thirty (30) calendar days prior to the date the claim was first filed in writing.

(f) The fee for the Arbitrator's service and expenses, the administration fee of the AAA, and costs of the proceeding shall be borne equally by the County and the Union. If either party desires a verbatim record to be made, it shall pay for the record and supply the Arbitrator with a copy. Should the other party desire a copy(s) it can be obtained at the cost of the copy or copies desired.

(18) Special Rights of the Parties

The Union has the right to initiate a system-wide grievance at Step Two without necessarily representing a single grievant. Only those employees whose presence is necessary in the judgment of the Union in order to present such a system-wide grievance shall attend such grievance or arbitration hearings. All employees in the group or class that will be affected by the system-wide grievance shall be bound by any final decision, or by any resolution accepted by the Union. The County has the right to submit directly to arbitration those issues, which may prevent or halt what is alleged to be a violation or breach of this agreement by the Union. The President of the Union shall first be informed of such action by the County. As a courtesy, the Union shall deliver a copy of the system-wide grievance to the Director of Public Safety, and to the CHRO.

DISCRIMINATION

(19) The County shall not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this Agreement because of membership in, or legitimate activity as required in this Agreement on behalf of members of this bargaining unit, nor will the County discourage membership in the Union or encourage membership in any other Union.

(20) The County and the Union will cooperate in providing equal opportunity in employment and promotional opportunities for all persons; in prohibiting discrimination because of age, race, color, religion, gender, national origin, disability, political affiliation, or sexual orientation; and in promoting the realization of equal employment opportunity through a continuing diversity program. This program will be administered for employees and applicants for employment in conformance with all applicable laws, regulations, and policies.

MANAGEMENT OF THE COUNTY AND PRESERVATION OF THE MERIT SYSTEM

(21) The Union recognizes that an area of responsibility must be reserved to the County Executive, County Council, Director of Public Safety and General Managers, if the County Government is to function effectively. In recognition of this principle, it is

agreed that the following responsibilities of management are not subject to collective bargaining unless specifically modified by the Agreement:

(a) The determination of the governmental services to be rendered to the citizens of New Castle County.

(b) The determination of the County's financial, budgetary, accounting and organization policies and procedures.

(c) The continuous overseeing of personnel policies, procedures and programs by the Human Resources Advisory Board and the CHRO designed to retain and improve the merit system for County Government.

(d) The provisions of any County Ordinance establishing an Office of Human Resources and all rules and regulations of the County's Merit System not inconsistent with the terms of this Agreement including the operation and administration of the County pay plan.

(e) The determination of the duties to be included in job classifications; the administration of the "Pay Plan"; the sole right to make personnel appointments through valid selection techniques; the determination of the number of men or women to be employed or retained in employment; the necessity for shift operation and rotation of the work week; overtime and the amount of overtime required; the maintenance of discipline and responsibility for performance evaluation.

SENIORITY

(22) The parties agree that they share a mutual concern for the efficient operation of all County departments. Therefore, the County agrees to seniority by occupational classification and occupational groupings with respect to layoffs, recall, transfer, and promotion.

(23) Acquiring Seniority:

Employees shall be regarded as temporary employees until their names have been placed on the seniority list of the County.

Any full-time employee shall establish seniority by satisfactorily completing the probationary employment period as set forth below and thereafter their names shall be placed on the seniority list of their occupational classification on a County-wide basis in order of their seniority as of the first day of employment.

In the event of a tie in seniority, the employee with the highest last three digits of his/her social security number shall be considered the senior employee. If a tie exists when these last three digits have been reviewed, the employee with the highest last four digits in his/her social security number shall be considered the senior employee.

(24) Probationary Employment Period:

After attaining certification, all fulltime, newly appointed salaried employees shall be subject to a probationary employment period of six (6) months from the date of written release to full duty. A copy of such release shall be provided to the Union President.

(25) During the probationary employment period such employees may be discharged or disciplined by the County without the same causing a breach of this Agreement or constituting a grievance.

(26) Seniority shall govern within the limitations of occupational classification and occupational classification groupings on a Countywide basis in order to make certain that the County services will be carried on efficiently and without interruption.

(27) Temporary Transfer

(a) A temporary transfer is the movement of an employee to perform work within a job classification to a different building location in the same or different department. The movement of an employee to perform work within a job classification within the department and within the building to which the employee is regularly assigned shall not be considered a transfer. This language is not intended to create a position of permanent floating employee nor either to be used as subterfuge from permanently filling vacancies nor to be construed as a requirement to fill any vacancy.

(b) When the County determines a need to temporarily transfer employees, the Director of Public Safety may utilize any of the steps below:

(1) An intra-departmental temporary transfer across building locations shall be based upon seniority among the employees within the section from which the transfer occurred. If the senior employees turn down the temporary transfer offer, the junior employee from the section shall be temporarily transferred.

(2) An inter-departmental temporary transfer across building locations shall be based upon seniority among the employees within the section from which the transfer occurs. If the senior employees turn down the temporary transfer offer, the junior employee from the section shall be temporarily transferred.

(3) When an inter-department temporary transfer is determined necessary by the County and requires no change in building location, as listed below, the individual to be temporarily transferred shall be selected on the basis of availability, workload and least

disruption to the County. While seniority shall be considered, it may not be determinative. The building locations are grouped as follows:

(i) Government Center

(ii) City/County Building/Public Building

(iii) Churchman's Road, Base D

(iv) Conner Building

Employees transferred under Paragraph 27 (b)(3) to a position whose hours are other than the employee's normal work hours shall have the option of working his/her normal hours or the hours of the transferred position. If the transferred employee works his/her normal hours, he/she may be required to return to their assigned department for non-overlapping hours.

(c) Any employee temporarily performing the work of an occupational classification lower than his/her own shall be paid the rate of the position from which he/she is transferred.

(d) Temporary transfers shall be for a period of no longer than thirty (30) working days, except by written agreement of the County and the Union. If a temporary transfer is for the purpose of replacing an employee who is absent due to a leave of absence, or extended illness, the temporary transfer may be for a period of up to six (6) months. In such a case, the County shall notify the Union if the temporary transfer will extend beyond thirty (30) days.

(e) A temporary transfer must receive the approval of the CHRO.

(28) Temporary Promotion

(a) A temporary promotion is the assignment and performance of duties of a higher rated classification for at least one hour in a day, but less than thirty (30) working days, except by agreement of the County and the Union. If the temporary promotion is for the purpose of replacing an employee who is absent due to a leave of absence, or extended illness, “temporary” means for a period of up to six (6) months. In such a case, the County shall notify the Union if the temporary promotion will extend beyond thirty (30) days. During the time any employee is temporarily promoted, such an employee shall be paid the higher rate of pay.

(b) In the event it is necessary for the County to temporarily assign any employee to perform the duties of a higher rated classification for a period of two (2) or less working days, the County will fill the position from any existing eligibility list provided that the selected employee has completed orientation for the position and has been on the existing eligibility list, for

at least three (3) months. In the event that no eligibility list exists, the County, at its discretion, shall select the employee to fill the position in accordance with the existing rank structure for the Division. The County agrees to provide, during this three (3) month period, orientation to those employees on an eligibility list whose standing on the eligibility list and shift assignment make them the most likely candidates for temporary promotion. Other employees on an eligibility list will be provided orientation opportunities in cases where the employee expresses interest to the employee's supervisor in receiving orientation and time permits such orientation to take place.

(c) When such temporary assignment to a higher rated classification is found necessary by the County for a period in excess of two (2) working days, the County will fill the position as follows:

(1) Where an eligibility list exists, the County shall assign the highest ranking available employee from the list in order of section, division, and then department within the building location.

(2) If there is no employee available in accordance with (1) above, or if no eligibility list exists, the County shall temporarily transfer the senior qualified available employee within the section, division, and then the department within the building location.

(d) With the exception noted in Paragraph 28(a), temporary promotions shall be for a period of no longer than thirty (30) working days except by written agreement of the County and the Union.

(e) The County will notify the Union President of an employee temporarily promoted for an entire payroll period or temporarily transferred under the provisions of Paragraph 27. For purposes of defining a section under Paragraphs 27 and 28, section is defined in accordance with the County's seniority list.

(29) A vacancy created as a result of extended illness or leave of absence is not an open position for the period of such illness or leave of absence, and therefore the County may not, during such periods, permanently fill the vacancy.

(30) Permanent Transfer

(a) In order to be considered for filling a vacancy by transfer within the same occupational classification, but in another department, any permanent employee requesting such transfer must have his/her application in the continuing file in the Office of Human Resources on a form available in the Office of Human Resources.

(b) Eligible employees having filed shall be given prior consideration in filling such vacancies, seniority governing, and without written

examination, provided the applicant can demonstrate the capability to perform the work required. The applicant will be certified to the appointing authority provided his/her most recent "Performance Report to Employees" does not have a rating of unsatisfactory.

(c) Employees transferred under this section shall not be eligible for more than one transfer in a one (1) year period from the date of latest transfer.

(d) An employee who has been promoted shall not be eligible for transfer for a period of one (1) year from the date of appointment.

(31) Seniority and Reduction in Force

The parties agree that they share a mutual concern for the efficient operation of all County departments. Therefore, the County agrees to seniority by occupational classifications and occupational groupings with respect to layoffs, recall, transfer, and promotion.

The County also agrees that when there is a reduction in work force or layoff in an occupational classification, employees having the least County seniority shall be laid off first.

When an employee moves from one occupational classification to another, by promotion, demotion or transfer, his/her name shall be placed on the seniority list of that occupational classification effective with the first day of employment with the County.

The length of County seniority an employee has with the County shall govern within the limitations of occupational classification groupings on a County-wide basis in order to make certain the County services will be carried on efficiently and without interruption.

Layoffs and reductions when necessary in an occupational classification shall begin with those employees having the least County-wide seniority in that classification. County seniority shall be defined as the first day of employment with the County. A senior employee may displace the junior employee in a lower classification within the predetermined job classification grouping as set forth in the Exhibit D attached hereto (unless placement can be made by the County to a vacancy in such employee's class) after exhausting their seniority within their own classification. In the exercise of seniority for layoff, due consideration shall be given to the classification of work and the ability of the employee to qualify, that is to say, an employee to qualify must have the skill, ability and physical fitness to perform the work required.

(32) No employee shall be permitted to displace a junior employee in an occupational classification in a higher grade.

(33) Employees shall be recalled according to seniority in the inverse order of layoff.

(34) Loss of Seniority

An employee shall lose seniority standing, including seniority points, for the following reasons:

(a) Upon voluntary resignation.

(b) If absent for three (3) consecutive working days without properly notifying the County, the employee shall be considered as having voluntarily quit his/her employment with the County. This provision shall be waived by the CHRO if the employee submits evidence, which indicates that it was impossible to give such notification.

(c) If the employee is discharged for just cause.

(d) If the employee fails to report for work at the termination of an authorized leave of absence.

(e) If the employee accepts employment from another employer while on authorized leave of absence from the County, except appointment made to serve in public office.

(f) Retirement.

(g) If the employee is separated from the payroll of the County for more than two (2) years.

(35) In the event of a reduction in force or the discontinuance of a department, employees affected will be transferred to other departments within their occupational classification exercising their seniority on a County-wide basis. If work in the employee's occupational classification becomes available in his/her former department within a one (1) year period, before any new employee or employee with less seniority may be placed therein, the employee shall be given one option of returning. If the employee elects to remain in the new department, all rights to return are forfeited. The option set forth herein shall also apply to employees transferred to an occupational classification other than their own following such reduction of force or departmental discontinuance.

(36) The Office of Human Resources shall keep the seniority lists up to date. A copy of County-wide seniority lists containing the dates of hire, occupational classifications, and pay grades shall be provided to the President of the Local Union quarterly starting January of each year.

(37) The County shall notify the Union, in writing, each month, of all new hires, terminations, layoffs, recalls, new occupational classifications, permanent transfers, a list of vacant positions identifying the Department in which each vacancy exists, and persons provided by an independent contractor, as well as proposed occupational classifications upon their placement on the docket of the Human Resources Advisory Board or of Council.

The County shall provide the Union with a list of names of employees, including ranking, each time a new eligibility list is certified. In addition, the Union shall have the right to review eligibility lists at the Office of Human Resources.

JOB CLASSIFICATIONS AND EMPLOYEE REQUIREMENTS

(38) Vacancies – Promotion:

When a vacancy becomes available such vacancy will be filled from the certified eligibility lists previously established and on file in the Office of Human Resources. Such an eligibility list is valid for a period of one (1) year.

(39) Examination and Certification:

The County will maintain a current eligibility list for all classifications which members meet the qualifications. This examination for this list will take place every 24 months and that a new list will be certified yearly. To qualify to take an examination, an employee must have a rating of "satisfactory" on his/her current performance evaluation report. Where applicable, consideration shall also be given to technical competence, qualities of leadership, supervisory ability and such other established employment requirements.

(40) Applications:

(a) In order to be permitted to take the required qualifying examination for placement on an eligibility list, employees must have their applications in a file in the Office of Human Resources. Promotional applications are available in the Office of Human Resources for this purpose. Employees must apply electronically.

Where an employee submits a promotional application request, the Office of Human Resources shall provide to the employee written acknowledgment of receipt of the employee's promotional application. In the event the employee does not receive said written acknowledgment within five (5) working days of submitting this application, it shall be the employee's responsibility to notify the Office of Human Resources.

(b) When a vacant position is to be filled, the CHRO will arrange to place an announcement of the vacancy on the bulletin boards in designated locations provided no eligibility list exists. All announcements of positions to be filled shall be posted for seven (7) workdays.

Any employee desiring consideration for the announced vacancy shall have in the Office of Human Resources a properly completed promotional form not later than 5 p.m. on the workday following removal of the notice. The Office of Human Resources shall evaluate the information provided on the application and notify the applicant, in writing, if he/she meets the minimum requirements for the position. The applicant shall also be notified of the time, date and place of the examination.

(c) Employees who do not qualify during the probationary period of promotional reassignment shall not be eligible to apply for a promotional opportunity in the same class for a period of six (6) months from the date of return to their former position or the date of the next examination for such same class whichever is later.

(41) Seniority Weighting:

Any employee who applies for a vacant or promotional position must meet the minimum requirements for the position and receive a passing score on all required examinations.

In determining the final score employees' seniority with the County will be weighted as set forth below to a total possible seniority allocation of ten (10) points on a scale of 100 points, or such similar percentage. Seniority points will be added to the final passing score.

COMPLETED YEARS OF SERVICE	SENIORITY POINTS
Completion of Probationary Period	.50
1	1.0
2	1.5
3	2.0
4	2.5
5	3.0
6	3.5
7	4.0
8	4.5
9	5.0
10	5.5
11	6.0
12	6.5
13	7.0
14	7.5
15	8.0
16	8.5
17	9.0
18	9.5
19	10.0

(42) The CHRO shall notify all applicants, in writing, of the results of their examination. The CHRO shall certify the names of the top five (5) eligible applicants to the appointing authority from a valid eligibility register. The appointing authority shall select one of the five applicants so certified for the vacancy.

The Office of Human Resources shall disapprove requests for selective certification that would violate merit principles. When a selective certification is made in which the Union disagrees, the position will not be filled and a grievance may be filed directly to Step Two of the grievance procedure.

An applicant's examination papers will be available for inspection, during normal business hours. An applicant shall have up to ten (10) working days after the date of the letter to the applicant providing test results for inspection of the examination papers. In the event that an employee feels that (1) seniority weighting was omitted or improperly added after scoring the examination, or (2) that the examination was improperly scored, he/she may resort through the Union, to the grievance procedure at Step Two.

(43) A promotional appointment shall be subject to a six (6) month probationary period.

POSITION CLASSIFICATION

(44) Classifications within the bargaining unit shall be in accordance with the following:

(a) New classifications or any existing classification in which the class specification is substantially changed, shall be evaluated by the County and the class allocated and a rate of pay established. The County shall notify the Union of the class allocation of the new or changed class specification and the rate of pay established therefore and shall also provide a copy of the class specification to the Union for informational purposes. If the Union disagrees with the rate of pay established for the new classification, notification of such disagreement shall be sent by the Union to the County within ten (10) days after the classification has been certified to this bargaining unit by the Public Employment Relations Board. If the Union disagrees with the rate of pay for existing classifications where the class specification has been substantially changed, notification of such disagreement shall be sent to the County within ten (10) days after the Union has received notice that the classification has been substantially changed and no new rate established. Notification in the above two cases by the Union to the County that a disagreement exists shall be in writing and such notification shall contain a report which includes a statement of justification for rejection of the allocation of the class to the rate of pay. The parties shall then commence collective bargaining on the rate of pay. The process of bargaining must begin, but not necessarily be completed, immediately upon notification to the Office of Human Resources by Local 3911 that a disagreement exists. If agreement is not reached within ten (10) working days the Union through the President of the Local may submit the disputed wage rate to Step Two for determination, which shall be final and binding on the County and the Union.

(b) A classification review may be initiated by an employee by requesting that the CHRO review the employee's classification. Any employee

alleging improper classification based upon the duties and responsibilities as set forth in the class specification then effective, if not corrected within two months, from the date the Office of Human Resources receives the employee's request for classification review, shall have the right through the Union to submit a grievance at Step Two of the Grievance Procedure providing an appeal has not been filed within three (3) months.

(c) In the event that an existing classification is substantially changed or a new classification is established and certified to this bargaining unit, the County and the Union will meet and confer to determine in which occupational grouping the classification is to be placed. The resolution of this matter shall be outlined in a Memorandum of Agreement signed by the parties which shall constitute an addendum to Exhibits B, C, and D of this Agreement.

PERFORMANCE REPORT TO EMPLOYEES

(45) (a) In the event the performance report of any employee is not rated as "satisfactory or above" precluding such employee from receiving the regularly scheduled merit increment and availability to the promotional register, the employee through the Union shall have the right to appeal the Performance Report at the Second Step of the Grievance Procedure. In addition, in the event the performance report of any employee not rated as "satisfactory or above" carries the potential to lead to a demotion of the employee receiving such rating, the employee through the Union shall also have the right to appeal the Performance Report at the Second Step of the Grievance Procedure.

(b) To initiate review of a performance report, an individual employee shall, upon discussion of the performance report with the rating authority, request a meeting with his/her review officer.

(c) The performance report of "unsatisfactory" during an employee's promotional probationary status will not affect scheduled merit increments or availability to the promotional register in such employee's permanent classification.

PERSONNEL FILES

(46) (a) Although supervisors may maintain working files on employees, there shall be one official personnel file on each employee, and that file shall be maintained in the Office of Human Resources. All files containing personal and confidential information relating to employees shall be kept in a secure file cabinet.

(b) Any document prepared by a supervisor relating to employee performance, shall not be used in any proceeding against the employee unless the

document has been placed in the central personnel file on the employee maintained by the Office of Human Resources.

(c) Anyone who reviews an employee's personnel file, other than staff employed in the Office of Human Resources, shall sign and date a form to be prepared by the Office of Human Resources. This form shall be placed in the employee's personnel file.

(d) An employee shall have the right to review his/her personnel file, with the exception of confidential materials, at a time mutually agreeable to the employee and a representative of the Office of Human Resources. "Confidential material" shall be defined as employment references.

(e) An employee may have a representative present during such a review. However, the personnel file shall not be taken from the office by the employee and shall be examined in the presence of a representative of the Office of Human Resources.

HOLIDAYS WITH PAY

(47) (a) The following days shall be holidays with pay. The dates of observance shall be those specified by the State of Delaware for such holidays:

New Year's Eve Day (December 31st)
Martin Luther King's Birthday
President's Day
Good Friday (For employees in this bargaining unit who work seven (7) day operations, this holiday shall be observed on Easter Sunday.)
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans Day
Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day (each employee shall be required to work one-half of his or her shift irrespective of when the shift begins. Should the County Executive extend the Christmas Eve half-day to a full day, the extra hours shall be treated as a holiday.)
Christmas Day

Such other days as the Governor and/or the County Executive may designate as holidays with pay shall be considered "special holidays.

(b) Effective January 1, 2024, employees shall be granted two floating working holidays each calendar year, where the employee will be paid time and one half for all hours worked on their floating holiday plus holiday pay.

Floating working holidays must be taken by December 31st of each year. Unused floating working holidays shall not carryover to the next calendar year. An employee who wishes to use a floating working holiday must provide a written request at least two weeks in advance to the employee's supervisor.

(48) With respect to holidays where an employee does not work on the designated holiday, an employee working the 35-hour work week will be paid 7 hours at straight time or have 7 hours accrued to vacation, and an employee working the 2-2-4 or power shift will be paid 12 hours at straight time or have 12 hours accrued to vacation. Where the employee works the holiday, the employee will be paid time and one half for all hours worked plus holiday pay. All employees working the holiday shall have the option of receiving vacation hours in lieu of holiday pay.

(49) **Reserved.**

(50) Whenever a holiday falls on a Saturday, the preceding Friday shall be considered a holiday, and whenever a holiday falls on a Sunday, the following Monday shall be considered a holiday

For an employee who works a seven (7) day operation, New Year's Eve Day, Juneteenth, Independence Day, Veterans Day, Christmas Eve, and Christmas Day shall always be celebrated on the actual holiday irrespective of the day of the week on which the holiday falls.

(51) When administratively possible, Director of Public Safety will endeavor to schedule time off for employees on as many of the approved holidays provided for herein, taking into account the services required.

(52) (a) In order to receive holiday pay, employees who are not scheduled to work on a holiday must have been in paid status for the entire last scheduled workday prior to and the next scheduled workday following the holiday if work is available. Holiday pay shall be granted to employees not scheduled to work on the holiday if absence the last scheduled workday prior to or the next scheduled workday following the holiday is due to personal illness which is accompanied by a note from the treating health care provider, emergency illness of a member of the immediate family as defined in Paragraph 64(d) and accompanied by a note from a treating healthcare provider, death in the immediate family, hospitalization or injury on the job.

Employees who report to work on a holiday shall not be required to produce a note from a treating health care provider in order to receive holiday pay in the event they are absent from work due to personal illness or the emergency illness of a member of the immediate family as defined in Paragraph 64(d) on the last scheduled workday prior to and the next scheduled workday following the holiday, provided however, that such absences unaccompanied by a note from a treating health care provider shall not be considered productive time as set forth in Paragraph 84(a), regardless of whether the employee is scheduled to work the holiday.

(b) An employee shall have the option of receiving his/her holiday pay in separate semi-annual checks. Such payments would be made on June 30 and December 15. If an employee chooses to exercise this option, it is understood that it would be effective for one (1) year, after which the employee may choose to again exercise the option or not. This option must be exercised prior to January 1 of each year.

(53) Employees who have holiday work assignments and then fail to report and perform such work for any reason other than those set forth in Paragraph 52(a) shall not receive pay for the holiday.

VACATIONS

(54) Permanent, full-time employees of the County covered by the terms of this collective bargaining agreement who meet the eligibility criterion as of December 31 of a given year shall be granted vacation with pay, or a vacation allowance in lieu thereof in accordance with the requirements outlined below. With regard to vacation allowance in lieu of vacation time off, it shall be at the County's option and complete discretion whether to provide to an employee at his or her request a vacation allowance in lieu of vacation time off.

For purposes of this Agreement, a day is defined as 7 hours for employees working the 35-hour work week and 12 hours for employees working the 2-2-4 and power shifts. Employees will be charged hour for hour for the use of vacation. In connection with the 2-2-4 and power shifts, it is agreed that for purposes of determining a workday under this paragraph, hours shall be calculated on a 12 hour basis.

(a) Employees on the payroll of the County as of December 31 of a given year who shall have not completed 12 months of accumulated service with the County at December 31, shall be eligible in the following year for one (1) day of vacation for each complete month of accumulated service, to a maximum of ten (10) days. (For the purposes of this policy, any employee placed on the County's payroll on the first work day of any month shall be considered to have a full month's service in that month.)

(b) Employees on the payroll of the County who shall have one (1) year of accumulated service with the County at December 31, but less than five (5) years, shall be entitled to ten (10) days of vacation in the following year.

(c) Employees on the payroll of the County who shall have five (5) years of accumulated service with the County at December 31, but less than ten

(10) years, shall be entitled to fifteen (15) days of vacation in the following year.

(d) Employees on the payroll of the County who shall have ten (10) years of accumulated service with the County at December 31, but less than fifteen (15) years shall be entitled to twenty (20) days of vacation in the following year.

(e) Employees on the payroll of the County who shall have fifteen (15) years of accumulated service with the County as of December 31, shall be entitled to twenty-five (25) days of vacation in the following year.

(f) Employees on the payroll of the County who have completed more than fifteen (15) years of accumulated service with the County as of December 31, shall be eligible for twenty-five (25) days of vacation, and one additional day of vacation for each successive year of accumulated service in the following year.

(55) Any employee completing the fifth (5th) year of accumulated service, or the tenth (10th) year of accumulated service, or the fifteenth (15th) year of accumulated service with the County during the current vacation year, shall be entitled to fifteen (15) days of vacation, or twenty (20) days of vacation, or twenty-five (25) days of vacation, as the case may be, in the current vacation year. Any employee completing more than fifteen (15) years of accumulated service, shall be entitled to twenty-five (25) days of vacation and one (1) additional day of vacation for each successive year of accumulated service in the current vacation year.

(56) In the case of an employee who is on an approved leave of absence when vacation is vested on December 31, he/she shall be credited with vacation, upon his/her return, for each full month of service, which was completed before the leave began in the preceding calendar year. The vacation shall be credited, during the current calendar year, in accordance with the following formula:

(a) For an employee who would be entitled to ten (10) days of vacation if he/she had worked until the preceding December 31, one (1) day of vacation for each completed month of accumulated service, to a maximum of ten (10) days.

(b) For an employee who would be entitled to fifteen (15) days of vacation if he/she had worked until the preceding December 31, one and one-half (1.5) days of vacation for each completed month of accumulated service, to a maximum of fifteen (15) days.

(c) For an employee who would be entitled to twenty (20) days of vacation if he/she had worked until the preceding December 31, two (2) days of vacation for each completed month of accumulated service, to a maximum of twenty (20) days.

(d) For an employee who would be entitled to twenty-five (25) days of vacation if he/she had worked until the preceding December 31, two and one-half (2.5) days of vacation for each completed month of service, to a maximum of twenty-five (25) days.

(e) For an employee who would be entitled to more than twenty-five (25) days of vacation if he/she had worked until the preceding December 31 ("the employee's total vacation days"), the employee's total vacation days divided by ten (10), rounded to the nearest one-half day, for each completed month of accumulated service, to a maximum of the employee's total vacation days. For example, if an employee would be entitled to thirty-four (34) vacation days if he/she had worked until the preceding December 31, such an employee would be credited with three and one-half (3.5) days of vacation for each completed month of accumulated service, to a maximum of thirty-four (34) days.

(57) An employee who is on an approved leave of absence during the current calendar year but returns to work before December 31 shall vest vacation according to the following formula:

(a) For an employee who would have been entitled to ten (10) days of vacation if he/she had worked during the entire calendar year, one (1) day of vacation for each completed month of service in the current calendar year, to a maximum of ten (10) days.

(b) For an employee who would have been entitled to fifteen (15) days of vacation if he/she had worked during the entire calendar year, one and one-half (1.5) days of vacation for each completed month of service in the current calendar year to a maximum of fifteen (15) days.

(c) For an employee who would have been entitled to twenty (20) days of vacation if he/she had worked during the entire calendar year, two (2) days of vacation for each completed month of service in the current calendar year, to a maximum of twenty (20) days.

(d) For an employee who would have been entitled to twenty-five (25) days of vacation if he/she had worked during the entire calendar year, two and one-half (2.5) days of vacation for each completed month of service in the current calendar year to a maximum of twenty-five (25) days.

(e) For an employee who would have been entitled to more than twenty-five (25) days of vacation if he/she had worked during the entire calendar year ("the employee's total vacation days"), the employee's total vacation days divided by ten (10), rounded to the nearest one-half day, for each completed month of service in the current calendar year, to a maximum of the employee's total vacation days. For example, if an employee would be entitled to 34 vacation days if he/she had worked during the entire

calendar year, such an employee would be credited with three and one-half (3.5) days of vacation for each completed month of service in the current calendar year, to a maximum of thirty-four (34) days.

(58) Vesting

(a) Vacations with pay shall vest as of December 31 of the calendar year preceding the then current vacation year.

(b) Employees falling under the scope of this agreement who qualify for a vacation on the vesting date, and are terminated from the payroll of the County before taking vacation, shall receive vacation allowance at the time of termination in lieu of vacation time off. However, in the event any employee voluntarily resigns, he/she shall be required to give two (2) weeks' notice of such intention in order to be eligible for the benefit accruing under this Paragraph.

(c) Employees who are terminated, voluntarily resign, or retire shall be paid a vacation allowance in accordance with the schedule outlined below. Employees who voluntarily resign shall be required to give two (2) weeks advance notice of such intention in order to be eligible for the benefits accruing under this paragraph.

(1) For an employee who would be entitled to ten (10) days of vacation if he/she worked until the following December 31, one (1) day of vacation for each completed month of accumulated service after the preceding December 31, to a maximum of ten (10) days.

(2) For an employee who would be entitled to fifteen (15) days of vacation if he/she worked until the following December 31, one and one-half (1.5) days of vacation for each completed month of accumulated service after the preceding December 31, to a maximum of fifteen (15) days.

(3) For an employee who would be entitled to twenty (20) days of vacation if he/she worked until the following December 31, two (2) days of vacation for each completed month of accumulated service after the preceding December 31, to a maximum of twenty (20) days.

(4) For an employee who would be entitled to twenty-five (25) days of vacation if he/she worked until the following December 31, two and one-half (2.5) days of vacation for each completed month of service after the preceding December 31, to a maximum of twenty-five (25) days.

(5) For an employee who would be entitled to more than twenty-five (25) days of vacation if he/she worked until the following December 31 ("the employee's total vacation days") the employee's total

vacation days divided by ten (10), rounded to the nearest one-half day, for each completed month of accumulated service after the preceding December 31, to a maximum of the employee's total vacation days. For example, if an employee would be entitled to thirty-four (34) vacation days if he/she worked until the following December 31, such an employee would be credited with three and one-half (3.5) days of vacation for each completed month of accumulated service, to a maximum of thirty-four (34) days.

(d) Where extraordinary circumstances exist, an employee may request through the CHRO the right to use vacation that the employee is accruing during the current calendar year, but which will not vest until the following December 31. The right to grant or deny such a request shall be totally within the County's discretion.

(59) Vacation Scheduling

The scheduling of vacation periods shall be subject to the approval of the Director of Public Safety and, in an emergency, may be subject to change. Initial vacation requests limited to a maximum of twenty (20) shifts made prior to January 1 in eight (8) shift increments will be selected on the basis of seniority. Any changes made to the initial twenty (20) shift request may be changed prior to January 1, provided the change does not affect any other employee's approved initial five (5) week request. All other requests on or after January 1 will be selected on a first-made basis.

(60) The vacation year shall begin January 1 and end on December 31. Vacation must be applied for and taken during this period. A maximum of seventy (70) vacation days may be accumulated and carried over, provided that at least one (1) week of vacation is taken in each vacation year by an employee carrying over up to thirty (30) vacation days and at least two (2) weeks' vacation are taken in each vacation year by an employee carrying over thirty (30) to seventy (70) days of vacation.

(61) If a holiday falls within an approved scheduled vacation period, the employee shall be entitled to an additional day of vacation in lieu of holiday pay.

(62) The County shall provide the payroll check covering the vacation period in advance of scheduled vacation, if requested at least two (2) weeks before the end of the regular payroll period in which the advance check is to be prepared.

SICK LEAVE

(63) Each full time employee is entitled to sick leave with full pay in accordance with the following provisions:

(a) An employee shall be credited with one (1) day of sick leave for each completed month of service. Accumulation of sick leave is unlimited.

(b) For purposes of this Agreement, a day is defined as 7 hours for employees working the 35-hour work week and 12 hours for employees working the 2-2-4 and power shifts. Employees will be charged hour for hour for the use of sick leave.

(c) Upon retirement or involuntary separation (for reasons other than for cause) from the service, an employee hired on or before June 30, 1977 shall be paid for any sick leave time accumulated not to exceed one hundred (100) workdays. Payment shall be paid based on one day paid for each day accrued. Employees in good standing, who resign after giving adequate notice to the Director of Public Safety (which in no case shall be less than two weeks), shall be paid accumulated sick leave not to exceed twenty (20) workdays based on one day paid for each day accrued. In connection with the 2-2-4 and power shifts, it is agreed that for purposes of determining a workday under this paragraph, hours shall be calculated based on a 12 hour basis.

(d) Upon retirement or involuntary separation (for reasons other than for cause) from the service, an employee hired on or after July 1, 1977 shall be paid for sick leave time accumulated not to exceed one hundred (100) workdays. Payment shall be paid based on one day paid for each two days accrued. Employees in good standing, who resign after giving adequate notice to the Director of Public Safety (which in no case shall be less than two weeks), shall be paid accumulated sick leave not to exceed twenty (20) workdays based on one day paid for each two days accrued. In connection with the 2-2-4 and power shifts, it is agreed that for purposes of determining a workday under this paragraph, hours shall be calculated based on a 12-hour basis.

For the purpose of this section, any new employee placed on the payroll of the County on or before the first (1st) working day of any month shall be credited, at the completion of the month, with a full month of sick leave credit of one (1) day.

(64) Sick leave may be used to prevent loss of pay when absent for:

(a) Personal illness or injury, when not covered by worker's compensation.

(b) Medical, dental or optical appointments which cannot be scheduled in after-duty hours after the employee has made every possible attempt to arrange such appointments at a time before or after his/her regular workday.

(c) Quarantine in the home, or when upon the advice of a physician it appears that the presence of an employee would jeopardize the health of fellow employees.

(d) Illness requiring intensive care of a member of the immediate family defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, or any relative residing in the same home, or any person with whom the employee has made his or her home. The limit under this paragraph is four (4) working days per illness. Intensive care shall be defined as an illness or injury, which requires the constant presence and attention of the employee for the purpose of maintaining and providing for the immediate family member's needs.

(65) To receive compensation for sick leave, it is the employee's responsibility to report his/her inability to be on duty and the reason at as early an hour as is practical, but in any event prior to or within one (1) hour before the time set for the beginning of his/her daily duties.

(66) Where an employee has been absent for four (4) days or more due to illness or injury the employee must present a medical certificate issued by his/her personal physician certifying that the absence was due to illness or injury and that the individual is able to return to work. The County may require the employee to submit the certificate to Risk Management who is responsible to clear the employee for work. If cleared, the employee shall be paid for that day without charge against sick leave.

(67) Time off without loss of pay or sick leave shall be granted as follows:

(a) In the case of the death of a member of the immediate family, defined for purposes of this paragraph 67(a) as parent, brother, sister, son, daughter, husband, wife, parent-in-law, stepparent, stepchild, stepbrother, stepsister, grandparent, grandchild or any person with whom the employee has made his or her home, within six (6) months of such person's death, no deduction of hourly rate may be made for absence up to four (4) working days.

A leave in such instance shall commence no later than the first work day following the day of the funeral.

(b) In the case of the death of a near relative, defined as first cousin, aunt, uncle, niece, nephew, brother-in-law or sister-in-law, absence shall be granted on the day of the funeral or on the day immediately prior to the day of the funeral, provided the employee is scheduled to work on the day of the funeral or the day immediately prior to the funeral.

(c) Absence necessitated by examination connected with possible Selective Service induction shall be allowed without charge against sick leave.

SICK LEAVE BANK

(68) The County agrees to establish a Sick Leave Bank ("Bank") for all County full-time employees with two (2) years or more of service.

(a) Participation in the Bank is voluntary and the utilization of benefit is limited to Bank members only.

(b) The Bank is established to allow eligible employees to donate accrued sick days to other County employees who are members of the Bank, and who are unable to work due to the employee's own catastrophic health condition.

(c) An eligible employee who is a member of the Bank may withdraw up to a maximum of six (6) months of continuous sick leave in a rolling twelve (12) month period.

(d) To be eligible to receive donated sick leave, an employee must:

(1) have exhausted his/her own sick, vacation, personal, compensatory and Special Projects time;

(2) be an active member and contributor to the Bank;

(3) require a continued absence due to the employee's own catastrophic health condition;

(4) provide medical documentation substantiating such condition; and

(5) have applied for, been granted and exhausted a two-week sick leave extension as detailed in NCC Personnel Policy regarding sick leave extensions.

(e) Membership in the Bank will require the employee to:

(1) donate at least one (1) day of sick leave every year during the donation period, which shall be January 1 through January 31 of each year. A maximum donation of twelve (12) days of sick leave per member per year is permitted by any one (1) employee; and

(2) obtain approval from the CHRO prior to any utilization of benefit.

(f) The Benefits Committee shall be responsible for monitoring the solvency of the Bank and issuing depletion notices. Quarterly statements of the Bank's available benefits shall be distributed to all members of the Benefits Committee and to each Union President. Once a depletion notice is disseminated to members of the Bank, a one (1) month donation window shall be opened. Donation during this Sick Leave Bank "depletion window" is voluntary and governed by the same limitations outlined in Paragraph 68(e)(1).

(g) The CHRO shall be responsible for establishing policies and procedures regarding administration of the Bank, which shall be subject to approval by the members of the Benefits Committee.

SICK LEAVE EXTENSION

(69) In the case of an employee's extended illness where an employee has exhausted all accumulated sick leave, and vacation time, the Union may request that an advancement of unearned sick leave be loaned to the employee. The Union shall bring the matter to the attention of the CHRO who shall determine whether the employee meets the eligibility requirements for a sick leave loan as indicated herein. An employee with two (2) years' service shall be granted a sick leave loan of up to ten (10) days, provided that a written statement from his/her physician has been submitted which indicates the reason for the extended illness and the employee's most recent "Performance Report to Employees" must be satisfactory or above. Recommendations for a sick leave loan beyond ten (10) days must be approved by the County Executive.

Such advancement of unearned sick leave shall be considered a loan and shall be repayable to the County. When the employee returns from their extended illness and begins to accumulate sick leave, one-half day of sick leave per month shall be deducted from the employee's balance until the entire sick leave loan has been repaid; the employee may elect to repay the sick leave loan in excess of one-half day per month. All such loans must be reimbursed to the County before any request for an additional sick leave loan will be granted.

When an employee who has received an advance loan leaves County service and the loan has not been repaid, the County will be reimbursed for the remaining sick leave balance, except in the case of death or full disability.

(70) Sick leave shall be certified by the Director of Public Safety upon forms prescribed by the Office of Human Resources, which shall maintain complete and accurate leave records.

Records of sick leave accumulated and taken shall be available to the employee or the Union. Accumulated sick leave of employees shall be credited on their personnel record.

(71) Title 29, Chapter XIV, Part 1604.10 of the Code of Federal Regulations requires that the County comply with the guidelines on employment policies relating to pregnancy and childbirth which have been set forth therein by the Equal Employment Opportunity Commission. In accordance with these guidelines, the County agrees to the following provisions:

(a) An employee shall be permitted to continue working until such time as the employee's physician determines that the employee is no longer physically able to perform her regular job duties. It is the employee's

responsibility to inform her physician as to the nature of her regular job duties.

(b) An employee may request a leave of absence without pay, as set forth in Paragraph 79(d) to cover disabilities relating to pregnancy, childbirth and recovery therefrom. The leave must be for a definite period of time so that the substitute may know his/her status. The employee must return at the close of her leave or forfeit her position and seniority.

MUTUAL EXCHANGE

(72) The County agrees to adopt, for the duration of this contract, a program that will allow a bargaining unit employee to trade a shift with another bargaining unit employee in the same position and who is qualified to perform all of the duties of the position. Employees who have (i) completed the required probationary period; (ii) whose performance is rated as satisfactory or above; and (iii) who have no disciplinary action at the level of written or above, within thirty (30) days of submitting the request for mutual exchange, will be eligible to participate in this program.

(a) Employees seeking to engage in a mutual exchange of positions must provide their supervisors at least 48-hour notice of the request for a mutual exchange. Such request shall be submitted utilizing the established process contained within the current scheduling software. A minimum of two (2) mutual exchanges per shift shall be approved unless operational needs do not support such approval.

(b) The exchange of shifts involved in a mutual exchange between employees must occur within the same pay period or the pay period immediately following the initial shift exchange. An individual employee may not utilize this program to exchange greater than four (4) days in any given month. Multiple-depth mutual exchanges (further exchange of an approved mutual exchange shift) will not be approved.

MILITARY TRAINING LEAVE

(73) "Armed Forces" are defined to include the Army, Navy, Marine Corps, Air Force and Coast Guard. "Reserved Components" are defined to include the federally recognized National Guard and Air National Guard of the United States, the Officer Reserve Corps, the Regular Army Reserve, the Enlisted Reserve Corps, the Naval Reserve, the Marine Corps Reserve, the Coast Guard, and the Air Force Reserve.

(74) Any permanent employee who leaves the service of the County to join the military forces of the United States, shall be placed on military leave without pay, such leave to extend through a date ninety (90) days after which he/she is relieved from such service. Such employee shall be entitled to be restored to the position, which they

vacated, provided he/she makes application to the Office of Human Resources within ninety (90) days of the date of his/her discharge under honorable conditions, and is physically and mentally capable of performing the work of their position.

(75) In the event a position vacated by a person entering the armed services no longer exists at the time he/she qualifies to return to work, such person shall be entitled to be reemployed in another position of the same class in the County service, provided such reemployment does not necessitate the laying off of another person who was appointed at an earlier date than such person returning from military leave.

(76) In addition to his/her accumulated vacation pay, a permanent employee with ninety (90) days service entering the Armed Forces shall be entitled to be paid one (1) full calendar month's wages.

(77) (a) Any permanent employee who is a member of the National Guard or an organized military reserve of the United States will be entitled to a paid leave of absence for such service, not to exceed a total of ten (10) working days in any one (1) calendar year, for which time he/she shall be paid his/her regular hourly rate for a maximum of 96 hours, without regard to the employee's regular hour of work or shift durations if such hours of work or shift durations would normally accrue more than 96 hours over a 10-day work period. In order to receive payment of hourly rate, an employee must file a copy of his/her orders with the Office of Human Resources prior to the leave. For training periods beyond ten (10) working days, each year, while leave shall be granted, the County shall not be liable for wages.

(b) Any permanent employee who is a member of the Delaware National Guard and who is ordered to perform emergency duty under the supervision of the United States Government or the State of Delaware, shall be granted a leave of absence during the period of such activity. Any such employee shall receive the pay differential in the amount by which the employee's normal wages, calculated on the basis up to a maximum of forty-two (42) hours, which the employee has lost by virtue of such absence exceeds any pay received from the State of Delaware.

(78) In order to ensure uniformity, request for deferment of employees from service in the Armed Forces shall be made only by the County Executive.

LEAVES OF ABSENCE

(79) Leaves of absence may be granted to fulltime regular employees covered by this agreement as follows:

(a) Training Officer Time

Employees who are appointed to training officer positions shall be granted four (4) hours paid leave per month. Upon request, a list of employees who are appointed as training officers will be provided to the Union.

(b) Jury Duty

A leave of absence with full pay shall be granted to a permanent, fulltime employee who has been subpoenaed to serve on jury duty. Requests for such leave shall be submitted to the Director of Public Safety in advance, with a copy to the CHRO, along with a copy of the subpoena to document the duration of the jury duty. An employee who is granted such leave for jury duty shall be entitled to his or her regular salary for the hours of his or her absence and shall not be required to remit jury fees received to the County.

(c) Educational Leave

A fulltime, permanent employee may be given educational leave with full or partial pay for the purpose of taking courses directly related to his/her work as determined by the Director of Public Safety and the CHRO. Request for such leave must be approved in advance by the County Executive and they may not exceed a total of twenty (20) days or one hundred seventy (170) hours in any one calendar year.

Such educational leave with full or partial pay shall not be granted in conjunction with any other leave of absence and is intended to be utilized by County employees needing specific grants of time during normal duty hours to attend educational classes which are not available at any off-duty time. It is specifically prohibited to grant a block of educational leave in conjunction with leave without pay granted for educational purposes.

Educational leave for a longer period may be granted in special cases of unusual merit and of great benefit to the County government. In such cases, the employee must agree in writing to return to work for a minimum period of one year after expiration of the educational leave.

(d) Leave Without Pay

The Director of Public Safety with the approval of the County Executive may grant a permanent employee a leave of absence without pay for a period not to exceed two (2) years. Failure of any employee to return to duty upon the expiration of his/her leave without pay shall be interpreted as a resignation. Leave without pay shall be granted only when it will not result in harm to the interest of the County as an employer beyond any benefits to be realized.

(e) Family Medical Leave Act

(1) Eligible employees are entitled to up to twelve (12) weeks of FMLA leave in a 12-month period, in accordance with the County's Personnel policy. An employee who qualifies for FMLA leave will be required to use accumulated sick, vacation or other paid leave, in any order chosen by the employee, to run concurrently with the FMLA leave, provided however, that (i) an employee may elect to retain up to two (2) weeks of vacation and two (2) weeks of sick leave and (ii) an employee utilizing FMLA leave of an increment of one (1) day or less must use accumulated sick, vacation or other paid time concurrently with the FMLA leave. In all events, an employee is limited to 12 weeks of FMLA leave in any 12-month period. The

12-month period is a rolling 12-month period measured backward from the date the leave is used.

(2) Notwithstanding the provisions of the FMLA, the County shall continue life insurance and health care benefits provided for in this Agreement, without cost to the employee, during any period when an employee is taking FMLA leave to which the employee is entitled.

(3) Notwithstanding the provisions of the FMLA, an employee who takes the FMLA leave to which he or she is entitled shall accrue seniority for all purposes during the period of FMLA leave. Such an employee shall not, however, accumulate vacation or sick leave, or pension credit, during unpaid FMLA leave.

(4) Certification from a health care provider shall be provided directly to the CHRO. The CHRO shall not release information concerning the serious health condition justifying the leave.

(5) Notwithstanding the provisions of the FMLA, upon returning from leave, an employee is entitled to:

(i) be restored to the position held when the leave began, unless such an employee is not qualified due to the expiration of a required license or certificate. In such a case, the employee will be placed on the payroll at the rate of pay for the position held when the leave began, and be provided a reasonable opportunity to acquire the necessary license or certificate.

(ii) any negotiated pay increases which would have occurred and the employee would have been eligible for during the leave period.

(6) Employees who take leave due to personal illness must provide certification from the health care provider that the employee can return to work.

(7) Use of family and medical leave shall have no adverse impact on the employee's evaluation.

(f) Absence Without Leave

An absence of an employee from duty, including any absence for a single day or part of a day, that is not authorized by a specific grant of leave of absence under the provisions of these regulations shall be deemed to be an absence without leave. Any such absence shall be without pay and may be subject to disciplinary action. In the absence of such disciplinary action, any employee who absents himself/herself for three (3) consecutive days without

leave shall be deemed to have quit. Such action may be reconciled by a subsequent grant of leave if the conditions warrant.

(g) Disability Leave

A permanent or probationary employee who is temporarily disabled in the line of duty shall receive full pay for the period of his/her disability without charge against his/her vacation or sick leave, subject to the following conditions:

(1) Provided that the disability results from an injury or illness sustained directly in the performance of the employee's work, as provided in the State Worker's Compensation Act.

(2) If incapacitated for his/her regular employment, the employee may be given other duties with County government for the period of recuperation. Unwillingness to accept such an assignment as directed by the Director of Public Safety or the CHRO will make the employee ineligible for disability leave during the time involved.

(3) A physician selected by the County shall determine the physical ability of the employee to continue working or return to work unless the employee's physician determines otherwise; in which case the decision shall be made by a third physician. The cost of the third, impartial physician shall be borne by the County.

(h) Union Employment

Any employee elected or appointed as an employee of the Union shall be granted a leave of absence without pay for a period not to exceed two (2) years, which may be extended by agreement of the parties. Such leaves shall not be granted in excess of one employee for Union Local No. 3911.

(i) Union Convention

Leaves of absence with pay to attend and serve as delegate to conventions of the Union and organization and training conferences relating to the Union shall be granted to not more than five (5) employees in Union Local 3911 in a calendar year, with the extent of leave limited to an accumulation of two (2) work weeks per delegate and with the purpose of these leaves to be training and education in grievance handling, labor-management relations, personnel administration, etc. The Union shall provide five (5) working days' advance notice of intention to attend and names of employees.

(80) (a) Seniority shall accumulate during all authorized leaves of absence.

(b) Should the position of an employee on approved leave without pay be abolished or consolidated then the employment of that individual upon return from leave will be governed by Paragraph 31 of this Agreement.

HOURS OF WORK, PREMIUM RATES AND SHIFT DIFFERENTIAL

(81)

(a) The payroll period for employees shall cover fourteen (14) consecutive days beginning at 12:01 A.M. on Monday and ending at 12:01 A.M. on Monday, fourteen (14) days later. The regular workday for personnel assigned to administrative duties shall consist of seven (7) hours and the regular work week shall consist of thirty-five (35) hours, Monday through Friday inclusive. The starting time for these employees will generally be 9:00 A.M. and quitting time about 5:00 P.M. with one (1) hour for lunch. Employees working a thirty-five (35) hour work week but who work in a given week between thirty-five (35) and forty (40) hours, will be given straight time pay or compensatory time off, at the employee's option, for the hours worked between thirty-five (35) and forty (40) hours. Compensatory time off must be authorized and approved by the Director of Public Safety or his/her designee and must be taken by the end of the second month following the month in which it was earned. The County reserves its right to increase the work week up to forty (40) hours at straight time rates, if conditions in the government require such action.

(b) Employees assigned to the 35-hour shift shall not be required to alter their work schedule on a given date beyond a 9:00 A.M. to 5:00 P.M. work schedule unless (i) the alteration does not deviate from the 9:00 A.M. to 5:00 P.M. schedule by more than four (4) hours Monday through Friday; and (ii) the employee has received at least 72 hours' notice that a modification to the employees' schedule shall be required. Any modification to an employee's schedule that is necessitated by a scheduling commitment arranged by the employee shall not be subject to the restrictions of this paragraph. Schedule modifications contemplated under this paragraph shall not be utilized in place of the 2-2-4 or power shifts or as an attempt to create an additional shift beyond the 35 hour, 2-2-4 or power shifts.

(c) Employees who are transferred between the 35 hour shift and the 2-2-4 and power shifts shall continue to accrue sick and vacation time based on the hours worked on the shift they are transferred from, for a period of thirty (30) days after the transfer is effective, provided however, that in the event it is known at the time the transfer is effective that the new shift assignment shall extend beyond thirty (30) days, the employee shall accrue sick and vacation time based on the hours to be worked on the shift to which they are being transferred.

(d) The hourly rate of pay for positions assigned to the 2-2-4 and power shifts shall be calculated in accordance with Exhibits A-1, A-2, A-3 and A-4 as attached. The

employee will then be paid the number of hours worked times the hourly rate with time and one-half for all hours worked over 40 hours each week.

(e) For Emergency Medical Services Division employees assigned to field operations, the 2-2-4 shift configuration will consist of two (2) 10-hour day shifts, two (2) 14-hour night shifts and 4 days off. Shifts for employees assigned to field operations shall be 0800 hours to 1800 hours and 1800 hours to 0800 hours.

(f) For Public Safety Operators, the 2-2-4 shift configuration will consist of two (2) 12-hour day shifts, two (2) 12-hour night shifts and 4 days off. The day shifts will be scheduled from 0700 hours until 1900 hours or 1000 hours until 2200 hours. The night shifts will be scheduled from 1400 hours until 0200 hours or 1900 hours until 0700 hours.

Public Safety Operators shall rotate through a kickback shift (peak volume schedule). Those shifts will start at 1000 hours or 1400 hours and will be identified on the work schedule by the letter "E" for the early hours and the letter "L" for the late hours. In the event that a platoon is not at full strength of five (5) personnel each, the kickback hours will be rotated to another individual on that platoon. The only exception will be for filling this position due to sickness or vacation of an individual.

Public Safety Operators shall be given seven (7) days' notice of a change in his/her platoon assignment except in case of an EMERGENCY (e.g. natural disasters, bombings - "emergency" is not intended to cover routine staffing shortages) or for training purposes, in which case the County shall provide such notice as is practical.

(g) The shift schedule for Telecommunicators-Police is as follows: Employees in this position will work two (2) 12-hour days and two (2) 12-hour nights followed by four (4) days off. The hours of work will be two (2) consecutive days each starting at 7:00 a.m. and finishing at 7:00 p.m., followed by two (2) consecutive nights each starting at 7:00 p.m. and finishing at 7:00 a.m.

Employees shall be given at least seven (7) days' notice of a change in his/her squad assignment except in the event of an emergency (e.g. natural disasters, bombings - "emergency" is not intended to cover routine staffing shortages) or for training purposes, in which case the County shall provide such notice as is practical. The only exception to this seven (7) days' notice requirement shall be to allow regular shift hours to be changed on a temporary basis by up to four (4) hours at the beginning or four (4) hours at the end of a shift as follows:

1) voluntarily accepted by the employee;

2) provided forty-eight (48) hours' notice is given to the employee; however, this provision is only to be enforced when maximum staffing levels are attained and not to be utilized to cover routinely scheduled overtime.

(h) For Telecommunicators-Fire/Medical the 2-2-4 shift configuration will consist of two (2) 12-hour day shifts, two (2) 12-hour night shifts and 4 days off. The day

shifts will be scheduled from 0700 hours until 1900 hours and the night shifts will be scheduled from 1900 hours until 0700 hours.

Telecommunicators-Fire/Medical shall be given seven (7) days' notice of a change in his/her platoon assignment except in case of an EMERGENCY (e.g. natural disasters, bombings - "emergency" is not intended to cover routine staffing shortages) or for training purposes, in which case the County shall provide such notice as is practical.

35-HOUR WORK WEEK

(82) The County has management right to assign Emergency Medical Services (EMS) employees to an administrative or operational assignment on any of the shifts contained in the agreement. The County may temporarily reassign EMS employees from an administrative assignment to cover an operational assignment as needed based on the needs of the organization. Management has the right to determine the need for an employee to work overtime. EMS employees assigned to the 35-hour work week will be permitted to work up to one additional hour per day. Pursuant to this agreement, the hours worked will not include an hour for lunch (i.e., 0800-1700 hours with an hour off for lunch).

(a) In the event an administrative employee is assigned to cover an entire operations day shift (0800-1800hrs) the employee will receive three (3) hours of pay for a total of ten (10) hours for the day.

(b) Administrative employees that are temporarily assigned to cover a portion of an operations shift during their regularly scheduled hours of work will not receive any additional compensation. For instance, an administrative employee may be assigned to work an operations shift for a half shift or a few hours during their normal work hours.

(c) Sick and vacation leave will be paid based on the 35-hour work week at 7 hours per day.

(i) In the event an employee takes leave for a portion of the week, there is no expectation that the employee will be permitted to work additional hours on the remaining days to reach 40 hours.

(d) County holidays are typically scheduled days off for employees in administrative assignments, unless the employee is requested to work an operational assignment or receives approval from management prior to the holiday.

(83) Employees covered by this contract will receive a 10% shift differential for the night shift based on the employee's rate of pay. Employees working any hours after 1800 for EMS or 1900 for Communications, and 1500 for Non-Paramedic employees on a contractual duty assignment for third-party customer services, will get shift differential.

(a) Employees covered by this contract will receive a 10% shift differential for the night shift based on the employee's rate of pay. Employees working any hours after 1800 for EMS or 1900 for Communications, and 1500 for Non-Paramedic employees on a contractual duty assignment for third-party customer services, will get shift differential.

(b) An employee working all or a portion of the night shift shall receive shift differential.

(c) Employees covered under this contract who are working in the capacity of a Training Officer shall be entitled to a 5% shift differential for all hours in which a trainee is assigned to them. This is in addition to any other premiums or differentials due them during this time.

(84) Where new work weeks are planned by the County they shall be subject to discussion and review by the Union. Any change in special work weeks, not otherwise provided for under this agreement, now in effect, shall be reviewed by the County and the Union.

(85) For all employees covered by this contract, time and one-half shall be paid after forty (40) hours worked within a given workweek.

(a) In determining whether an employee has worked in excess of 40 hours in a week, the employee shall receive credit for paid leave time (paid holiday, sick and vacation time), and paid leave for Union business, which shall be considered "productive time." For purposes of this paragraph, "Union business" shall include grievance investigation, grievance hearings, and negotiations and shall not include union seminars, conferences and conventions.

POWER SHIFTS

(86) EMS Division

(a) Units being deployed on a 24-hour basis will be scheduled on the existing "2-2-4" shift defined in Section 81(e) of this Agreement. The County further agrees that at least eight (8) paramedic units shall remain on the 2-2-4 schedule.

(b) The alternate shift, referred to as a "power shift", will have a 12-hour shift with alternating weekends off. The power shift weekend will be defined as Saturday, Sunday and Monday. The rotations will repeat every fourteen days. The starting times for the 12-hour shifts may range from 0700 to 1200 hours based on an analysis of peak call volume periods (i.e., 0700-1900, 0900-2100, etc.). Once established, the shifts may be revised after fourteen (14) days' notice has been provided to the Union, during which time the Union shall be afforded an opportunity to consult with the County on the revised shift schedules. Union approval of such revised

shifts shall not be required prior to or following implementation of the revised power shift schedule. In the event that the County revises a power shift schedule after an employee has voluntarily transferred to the power shift, such employee affected by the schedule change may elect to return to the 2-2-4 shift, provided that such election is made within six (6) months of the announcement of the schedule change.

(c) The EMS Division will post an opportunity to request transfer from 2-2-4 shift assignment to power shift(s). Both voluntary and involuntary assignments to power shift vacancies will reflect the seniority rules that are used for current station and platoon assignments.

(d) An employee voluntarily assigned to a power shift assignment may elect to return to the 2-2-4 shift with the same shift and station assignment from which the employee transferred to the power shift, provided that such election is made within six (6) months of commencement of the assignment to the power shifts.

(e) Employees involuntarily assigned to the power shift shall not be assigned involuntarily to the power shift for more than two (2) years. The County agrees to make a good faith effort to re-assign an employee involuntarily assigned to the power shift to the same shift to which the employee was assigned prior to assignment to the power shift.

(f) If the County decides to eliminate the power shift due to operational needs, employees assigned to the power shift may elect in order of greatest seniority, any available 2-2-4 shift assignments to which they will be reassigned. If there are insufficient volunteers to staff the available 2-2-4 shifts, employees will be assigned to the remaining 2-2-4 shifts in order of least seniority.

(g) If 25% or more of the hours worked on the power shift occur during the hours of the 2-2-4 night shift, compensation for such night shift hours shall include shift differential.

(h) The vacation selection from personnel assigned to the power shifts will not impact the vacation scheduling of personnel assigned to the 2-2-4 shift rotation, and vice versa. In the event employees move voluntarily from the power shift to the 2-2-4 shift, a total of ten (10) shifts of vacation requests approved for the employee shall be honored when the employee changes shifts. When employees move involuntarily from the power shift to the 2-2-4 shift or from the 2-2-4 shift to the power shift, all vacation requests approved for the employee shall be honored when the employee changes shifts. In the event that personnel assigned to the power shift have not taken vacation within two weeks of a particular date, that vacation spot becomes available to personnel assigned to the 2-2-4 shift working that date.

(i) "Relief" personnel assigned to the 2-2-4 shift rotation may be used to fill vacancies on the power shift units on a voluntary basis.

(87) Communications Division

(a) The County agrees to institute within the Communications Division, an alternative shift, to be known as a "power shift." The County further agrees to institute, power shifts for the Fire/Medical and the Police Communications Rooms, at such future time when at least two (2) additional positions are allocated and provided for in the County budget process for either of these rooms, provided that such additional positions are not part of an increase in positions necessitated by any career development program. The parties agree that the County shall not be obligated to fill temporary staffing vacancies on the power shift. Employees being assigned on a 24-hour basis will be scheduled on the existing "2-2-4" shift defined in Paragraph 81 of this Agreement. At such time as the power shift is implemented pursuant to this paragraph, the "kickback" provisions of Paragraphs 81(f) and (g) shall not apply, unless the employee voluntarily elects to utilize the "kickback" provisions.

(b) The alternate shift, referred to as a "Power Shift", will have a 12-hour shift with alternating weekends off. The Power Shift weekend will be defined as Saturday, Sunday and Monday. The rotations will repeat every fourteen days. The starting times for the 12-hour shifts shall be based on an analysis of peak call volume periods. Once established, the shifts shall be revised only after seven (7) days' notice.

(c) If 25% or more of the hours worked on the power shift occur during the hours of the 2-2-4 night shift, compensation for such shift hours shall include shift differential.

(d) The vacation selection from personnel assigned to the power shifts will not impact the vacation scheduling of personnel assigned to the 2-2-4 shift rotation, and vice versa. In the event employees move voluntarily from the power shift to the 2-2-4 shift, a total of ten (10) shifts of vacation requests approved for the employee shall be honored when the employee changes shifts. When employees move involuntarily from the power shift to the 2-2-4 shift or from the 2-2-4 shift to the power shift, all vacation requests approved for the employee shall be honored when the employee changes shifts.

(e) The Communications Division will post an opportunity to request transfer from 2-2-4 shift assignment to Power Shifts. Both voluntary and involuntary assignments to Power Shift vacancies will reflect the seniority rules that are used for current platoon assignments.

(f) An employee voluntarily assigned to a power shift assignment may elect to return to the 2-2-4 shift, provided that such election is made within six (6) months of commencement of the assignment to the power shifts.

(g) If the County decides to eliminate the power shift due to operational needs, employees assigned to the power shift may elect in order of greatest seniority, the available 2-2-4 shift to which they will be reassigned. If there are insufficient volunteers to staff the available 2-2-4 shifts, employees will be assigned to the remaining 2-2-4 shifts in order of least seniority. In the event employees move voluntarily or involuntarily from the power shift to the 2-2-4 shift, any initial vacation request approved for the employee shall be honored when the employee moves to the 2-2-4 and power shifts.

(h) Nothing herein shall affect the current staffing options utilized by the County when filling temporary vacancies on the 2-2-4 and power shifts.

DISTRIBUTION OF OVERTIME

(88) Overtime shall be divided and rotated as equally as possible within the division in the department. In the event a department needs additional employees to perform overtime work, this overtime work shall be divided and rotated as equally as possible among other employees in the bargaining unit, in seniority order, among those qualified to perform this work. Employees improperly missed for an overtime opportunity shall not receive monetary reimbursement for missed opportunities but will be provided a like overtime opportunity with a review and resolution of any systemic issues that may have generated the missed opportunity. The like overtime opportunity shall not affect the overtime due to another employee. Each missed overtime opportunity shall be evaluated on a case-by-case basis.

ON-CALL TIME

(89) Communications Division Employees covered by this Agreement shall rotate on an on-call system. The terms of said "on-call system" shall be set out in writing by management and distributed to all employees and the Union. Employees called in for duty by the Director of Public Safety, or his/her designee, outside of their regularly scheduled hours, or after completing their regular tour of duty, shall be paid according to Paragraph 93 of the Contract, "Call-In Time." Any related equipment deemed necessary by management for the employee to carry out his/her duties while on call shall be provided by the department at no cost to the employees.

(90) Communications Division employees who are required to be placed on an on-call roster shall receive four (4) hours of compensatory time for each 12-hour period during which the employee was in an on-call status. Compensatory time earned under this paragraph shall not be considered productive time under paragraph 84(a) of this Agreement.

COURT AND COURT STANDBY TIME

(91) An employee shall be given leave with full pay when subpoenaed to appear before a court, public body or commission in connection with County business.

(92) On each occasion when an employee is scheduled for a court appearance on off-duty hours and is placed on standby by his/her supervisor or by a representative of the Court or the Attorney General's office, such employee will be paid at one-half of the employee's regular base rate for up to four (4) hours, unless notified to appear in Court or that the Court appearance has been cancelled, at which time standby pay shall cease. In the event that the employee is notified to appear in Court, the employee shall be provided with a time to appear, and the employee shall, commencing at the time the employee is required to appear, be paid for Court time at his/her regular rate of pay. All standby time paid under this paragraph shall be deemed non-productive time for purposes of calculating overtime.

(93) When a bargaining unit employee is required to appear in court on off duty hours in connection with the performance of the employee's duties, the employee shall receive minimum pay of two (2) hours at straight time pay for such time, commencing at the time the employee is scheduled to appear.

CALL-IN TIME

(94) Call-in Time

(a) Employees called in for work outside of their regularly scheduled hours shall be guaranteed a minimum of four (4) hours of work or four (4) hours of pay at his/her option provided the call-in is less than four (4) hours. The guaranteed pay shall be at the employee's straight time rate or for hours actually worked at the premium rate set forth in Paragraph 84(a), whichever is greater.

(b) If the call time work assignment and the employee's regular shift overlap, the employee shall be paid the call time rate of time and one-half until he/she completes four (4) hours of work. The employee shall then be paid for the balance of his/her work shift at the appropriate rate. This call time provision shall not apply to persons scheduled to work daily overtime before the regular starting time of any employee's shift.

SAFETY AND HEALTH

(95)

(a) The Union agrees that it will insist that its members work safely and cooperate to the fullest extent with the County in order to eliminate hazardous conditions within its operations. It is in the spirit of safety and cooperation that the Union agrees to

drug testing for their bargaining unit as provided in the County's drug testing policy dated February 12, 2012 (Personnel Policy 5.03 – Drug and Alcohol Testing, and Personnel Policy 5.07 – Drug and Alcohol Testing for Commercial Motor Vehicle Operators). The County agrees that the union will be included in drafting any revision or update of the County's drug testing procedures. The County's drug testing policy will be published as a personnel policy and procedure.

(b) Effective July 1, 2023, a paramedic employee who is charged with a first offense of driving under the influence or an alcohol or drug related driving offense shall be removed from field duties and may be assigned to administrative duties for a period not to exceed 12 months. An employee who is assigned to administrative duties shall not perform the essential functions of the paramedic job classification and shall not operate any County vehicle.

If the charge(s) has not been resolved upon the expiration of 12 months , the employee shall be placed on an unpaid leave of absence for a period of no more than one year, notwithstanding what is provided for in section 79(d).

Upon the disposition of any alcohol or drug related driving offense, the employee shall be permitted to return to his/her full paramedic duties, provided that the employee's driver's license is not suspended or restricted and shall not be entitled to back pay. An employee whose license is suspended or restricted shall not return to duty and may be placed on an unpaid leave of absence until the expiration of such restrictions, consistent with paragraph 79. Driving restrictions shall include the installation of an ignition interlock device requirement on the employee's personal vehicle.

A paramedic employee who is convicted of, or pleads guilty to, a second alcohol-related or drug-related driving offense shall be dismissed from employment as a paramedic. A resolution through the Delaware First Offenders Program (or similar resolution in a different jurisdiction) shall constitute a second conviction.

If, in the opinion of the Director of Public Safety, an employee who is dismissed from the paramedic service upon a second offense may be qualified to perform the duties of another position within the County, the Director may make a recommendation to the Chief Human Resources Officer to attempt to place the employee in another position. For purposes of this agreement, any offense occurring within ***five*** years of a prior offense shall constitute a second offense.

Nothing in this section shall preclude the County from imposing discipline pursuant to the County's Personnel Policies or Emergency Services Directives.

(96) The County agrees that it will maintain adequate safety and health standards and will cooperate with the Union and with all the County's employees in order that all employees are protected from a safety and health standpoint at all times.

(97) The departmental safety coordinator shall be appointed by the departmental safety committee and shall serve as chairperson of this committee. The Union shall designate a member of the department to the departmental safety committee.

(98) Any recommendations pertaining to safety and health made by the Union steward or any employee to the Director of Public Safety or departmental safety coordinator shall be considered by the departmental safety committee promptly.

(99) The CHRO or his/her designee will meet with the safety coordinators at least once each month to review the preceding month's accident and health records, and to consider improvement in the safety and health program.

BULLETIN BOARDS

(100) The County agrees to provide and maintain in each building or location where 3911 employees work a separate union local bulletin board where notices of official Union matters may be posted by the Union.

HEALTH INSURANCE AND PRESCRIPTION DRUG BENEFITS

(101) The County agrees to assume the full cost of providing Comprehensive 80 plan for fulltime employees' applicable coverage (i.e., employee only, employee and children, employee and spouse, or employee and family). The County will also make available a choice of alternative coverage, including a PPO and HMO plan, provided however, that the employee shall pay the difference between the cost of any alternative coverage selected by the employee and the cost of the comparable (i.e., employee only, employee and children, employee and spouse, or employee and family) Comp 80 coverage.

The County shall deduct the employee's contribution through payroll deduction. Health care coverage shall include the employee's domestic partner, if the employee's domestic partner was enrolled in a County plan as of July 1, 2020, and maintains enrollment without any interruption. Domestic partners who meet these criteria may maintain eligibility for health care coverage as provided in this Agreement (and may hereafter be referred to as an "eligible domestic partner" or "eligible domestic partners"). Effective January 1, 2021, coverage for domestic partners for new enrollments will no longer be an option (continuing coverage will only be available for domestic partners who were enrolled as of July 1, 2020.

(102) The County will establish a spousal coordination of benefits program. Such program shall require spouses or eligible domestic partners of County employees whose employers provide health insurance coverage to elect their employer's coverage, provided, however, that the spouse or eligible domestic partner shall not be required to elect such coverage if the cost exceeds the cost to the County employee of covering the spouse or eligible domestic partner under the County's health insurance plan. Employees whose spouses or eligible domestic partners are covered by their employer's health insurance coverage may elect either employee and spouse or employee and family coverage with the County in order to obtain secondary coverage for their spouse or eligible domestic partner under the County's health insurance plan.

(a) If an employee presents proof that the employee has health insurance coverage from a source other than health insurance provided by the

County, and waives the right to receive health insurance coverage from the County, and that waiver does not cause the County to be in violation of requirements of State or Federal Law, the County will contribute, for the benefit of such employee, $250 per month to a deferred compensation plan established pursuant to Section 457 of the Internal Revenue Code. No payment shall be made pursuant to this provision until the employee has established an account with the County's deferred compensation administrator and has been removed from the applicable County health insurance plan. In addition to exclusion from this payment as a primary insured, employees who have secured health insurance coverage through a County plan, other than as the primary insured, will not be eligible to receive this payment.

(103) The named plan administrators identified in the preceding paragraph may be replaced by the County, with the recommendation of the Benefits Committee, only in the event that a named carrier: (i) fails to submit a competitive bid to administer the health insurance program offered by the County to its employees; (ii) fails to provide a complete and comprehensive bid in response to the RFP announced by the County for the administration of the County's employee health insurance program; or (iii) fails to fulfill its contractual obligations to the County or violates the terms of its contract with the County.

(104) Alternative coverage health care plans offered to employees shall include the following co-pays:

Medical Coverage Copayments

Office visit – Primary Care Physician	$25
Office visit – Specialist	$35
Well child visits/annual check-ups/immunizations	$15
Emergency Room visit*	$100
Urgent Care Center visit	$25
Radiology Services (X-Ray, MRI, C/T Scan)**	$0
Mammogram**	$0
PAP screening test**	$0
Other lab work**	$0

* This copayment will be waived if the patient is admitted to a hospital.

** No copayment will be charged when the service is received from a designated non-copayment provider. Employees will be personally responsible for the difference between the cost for the service the plan covers for a designated non-copayment provider charge and the cost charged by a non-covered provider, if the member chooses to use a provider other than a designated non-copayment provider. An exception will be granted in instances of documented medical necessity.

(105) The County will provide the following three-tier prescription drug co-pay system:

Generic prescription drugs	$8 employee co-pay
Preferred prescription drugs	$30 employee co-pay
Non-preferred prescription drugs	$50 employee co-pay

When available, employees may fill maintenance medications through a 90-day mail order supply program. Employees will only be charged two (2) 30-day co-pays for the 90-day supply when filled through the mail order supply program.

(106) Retirees

The County agrees to assume the full cost of providing Cooperative 80 individual coverage under the Highmark of Delaware Plan, or the carrier providing equivalent coverage, for those employees retiring on or after July 1, 1973, but before April 1, 1997, who are not eligible for Medicare.

For those employees retiring on or after April 1, 1997 (who are not eligible for Medicare), the County agrees to assume the full cost of providing Cooperative 80 individual coverage under the Highmark of Delaware Plan, or the carrier providing equivalent coverage. Further the County agrees to issue health insurance credits as outlined below:

> Each month, the retiree shall be issued a health insurance credit to be used exclusively to purchase health insurance coverage (through the County) for the retiree's spouse / eligible domestic partner. The value of the monthly credit will be the product of $10 times the number of years of credited service. The maximum value of the monthly health insurance credit for each retiree shall be $300 regardless of service in excess of 30 years. Credits cannot be banked for future use.

If the cost of the health insurance program selected by the retiree exceeds the amount of the individual retiree's health insurance credit, the retiree will be responsible to contribute the difference. In the event other coverage is available for the spouse / eligible domestic partner, the County will be considered the secondary provider of insurance under coordination of benefits.

Regardless of the date of retirement, when a retiree or his or her spouse / eligible domestic partner becomes eligible for Medicare, the County's insurance will cease. Upon verification of enrollment in Medicare Parts A and B, the County will pay the full cost of providing the retiree and his or her spouse / eligible domestic partner with Standard MEDIFILL coverage or its equivalent insurance. In the event of the retiree's death, the County will not assume the cost of providing coverage for the surviving spouse / eligible domestic partner.

BENEFITS COMMITTEE

(107) a) The County shall maintain a Labor - Management Health Care Benefits Committee (the "Benefits Committee") which shall consist of a representative designated by each County bargaining unit and six (6) representatives designated by the County, each of whom shall be a participant in the County employee health insurance plan. The CHRO or designee shall chair the Benefits Committee.

(b) The Benefits Committee shall meet for the purpose of reviewing and determining employee benefits available to County employees for the future enrollment periods and the identity of administrators and carriers.

(c) The Benefits Committee shall be involved at all stages of the review process, including the development of bid specifications, the review of bids (including costs of each plan), meetings with bidders, the design of a benefits plan, and the selection or termination of plan administrators and consultants. One of the objectives of this review and selection process shall be to foster competition among bidders. During this process the union representatives will be granted full and complete access to all information relating to employee benefits.

(d) The Benefits Committee shall meet as often as possible to fulfill the duties identified in paragraphs (b) and (c) above, but no less frequently than quarterly. Meeting agendas will be provided in advance and will include quarterly financial updates of the plan. Minutes will be provided after each meeting.

(e) Any recommendations reached by the Benefits Committee shall be subject to approval by the membership of the Union. Committee members shall be provided with adequate time and information regarding the proposed recommendation of the Benefits Committee to allow Union members to make an informed decision regarding their health care benefits. Following a decision by the Union membership regarding the proposed recommendation of the Benefits Committee, the Benefits Committee shall meet to vote on the proposed recommendation, which shall require approval by two-thirds of the members present at the Benefits Committee meeting. With advance notice, Benefits Committee members may designate a proxy to cast their vote.

LIFE INSURANCE

(108) The County agrees to assume the full cost of life insurance amounting to one and one-half of the employee's annual salary, with a minimum death benefit of $50,000 and a maximum death benefit of $200,000. Additionally, the County will provide accidental death and dismemberment benefits for each employee. The County further agrees to administer (through payroll deduction) the voluntary purchase of additional term life insurance coverage at full cost to the employee.

(109) The County agrees to assume the full cost of providing $10,000 life insurance for those employees retiring from County service on or after December 1, 2005, with accidental death and dismemberment benefits for each employee. Those employees who retired between April 1, 1997, and November 30, 2005, will be provided with $5,000 life insurance. Those employees who retired between March 31, 1981, and March 31, 1997, will be provided $2,500 life insurance. If the retiree had voluntary life insurance as of the date of retirement, the retiree may elect to continue the voluntary life insurance coverage, and the County agrees to assist the retiree in obtaining such coverage, at full cost to the retiree.

EMPLOYEE SPENDING ACCOUNTS

(110) The County shall establish and maintain Employee Spending Accounts as permitted by Internal Revenue Code Section 125.

UNEMPLOYMENT COMPENSATION COVERAGE

(111) The County follows the requirements of Chapter 33 (Unemployment Compensation) of Title 19 of the Delaware Code.

THE COUNTY AND MANAGEMENT POLICIES AND RULES

(112) The Union agrees that the County has complete authority over the policies and administration of all County departments, which it exercises under the provisions of law and in fulfilling establishment of rules and regulations not inconsistent with the terms of this Agreement. Any matter involving the management of governmental operations vested by law in the County, and not covered by this Agreement, is the province of the County. Should the Union object to any rule or regulation as violating this Agreement, it may resort to the grievance procedure outlined in Paragraph 11. The County shall send a copy of any new departmental or County-wide employer-employee relations policies affecting the Union or its members to the President of Local 3911.

VISITATION

(113) The County shall permit designated staff members of Council No. 81 (not to exceed two (2)) to visit the Department of Public Safety to investigate matters pertaining to the enforcement and administration of the Agreement. Such representatives shall make an appointment through the CHRO in advance of the visit. Upon arrival, the Director of Public Safety will confer with the Union's representatives in order to facilitate the purpose of the visit.

WORKING CONDITIONS

(114) Protective Clothing and Devices

(a) If any employee is required to wear protective clothing, or any type of protective device as a condition of employment, such protective clothing,

or protective device shall be furnished without cost to the employee by the County; the cost of maintaining the protective clothing in proper working condition (including tailoring, dry cleaning, and laundering) shall be paid by the County.

(b) Employees required by the County to wear safety glass prescription lenses as established by the department safety committee and the Director of Public Safety due to recognized eye hazards normal to their work, will have such glasses furnished by the County to a prescription furnished by the employee.

(c) Training and related written policies will be provided by the County, as necessary, for all protective clothing, equipment and devices.

(d) The County shall take all actions necessary to ensure proper methods, means, and materials are available for the decontamination of all protective clothing, equipment and devices.

(115) Reimbursement for Certifications

The County shall reimburse the cost of all paramedic state and national certification and license fees (e.g., National Registry Paramedic, Delaware Paramedic.) The County will continue to directly pay for Communications Division certifications and licenses (e.g., EMD, EPD) required to maintain job requirements consistent with the current practice. These certifications shall remain the property of the individual employee.

(116) Scheduling of Training Sessions

The County agrees that bargaining unit employees who are required to attend mandatory training sessions scheduled to be held during the employee's time off shall be compensated for a minimum of two (2) hours at the employee's regular rate of pay.

(117) Uniforms

The County shall furnish uniforms to employees of Local 3911. The cost of maintaining such uniforms shall be borne by the County. This shall include all tailoring, dry cleaning, and laundering; including the uniforms contaminated by potentially hazardous substances.

(118) The parties agree that the Internal Affairs Unit of the Police Department shall have no jurisdiction over members of the bargaining unit. Employees may refuse to be interviewed by Internal Affairs Unit without fear of reprisal. This section has no application in investigations of criminal nature, which shall be handled through regular police procedures, not by the Internal Affairs Unit.

ROTATION OF EMS DIVISION EMPLOYEES

(119) Should the County seek to rotate Emergency Medical Services Division employees who work at Stations one through eight, it will do so as follows:

Employees will be assigned to either Middletown or a central location. Employees will be rotated from Middletown to the central location in no less than twelve (12) week increments. Employees working at the central location will be dispatched to their work station. In order to have employees report to a central location, starting time for them will be staggered by up to one half (1/2) hour from the normal starting time.

Prior to utilizing the rotation set forth in the above paragraph, the County agrees that adequate locker facilities would be made available at the central location to accommodate emergency medical services employees. Such facilities would be provided to ensure that employees will have a secure facility to store equipment and will have adequate facilities at which to change their clothes.

ALTERATION OF AGREEMENT

(120) No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the County and in no case shall it be binding upon the parties hereto unless Agreement is made and executed in writing between the parties and same has been ratified by the Union.

(121) The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the term and conditions herein.

(122) It is understood and agreed that if any part of this Agreement is in conflict with the law, that such part shall be suspended and the appropriate mandatory provision shall prevail, and the remainder of this Agreement shall not be affected thereby.

(123) This Agreement became effective on July 1, 2023, and remains in full force until 12:00 midnight, June 30, 2027. It shall be automatically renewed from year to year thereafter, unless either party shall give the other party written notice of desire to terminate, modify, or amend this Agreement. Such notice shall be given the other party in writing by certified mail on or before March 31, 2027, or any subsequent year.

CLASSIFICATION AND SALARIES

(124) Effective July 1, 2023, the salaries for Non EMS classification employees in the bargaining unit shall include a 2.5% general wage increase as set forth in Exhibit A

Effective July 1, 2024, the salaries for Non EMS classification employees in the bargaining unit shall include a 2.5% general wage increase as set forth in Exhibit B.

Effective July 1, 2025, the salaries for Non EMS classification employees in the bargaining unit shall include a 2.5% general wage increase as set forth in Exhibit C.

Effective July 1, 2026, the salaries for Non EMS classification employees in the bargaining unit shall include a 2.5% general wage increase as set forth in Exhibit D.

Effective July 1, 2023, the salaries for EMS classification employees in the bargaining unit shall include a 2.5% general wage increase as set forth in Exhibit E.

Effective July 1, 2024, the salaries for EMS classification employees in the bargaining unit shall include a 2.5% general wage increase as set forth in Exhibit F.

Effective July 1, 2025, the salaries for EMS classification employees in the bargaining unit shall include a 2.5% general wage increase as set forth in Exhibit G.

Effective July 1, 2026, the salaries for EMS classification employees in the bargaining unit shall include a 2.5% general wage increase as set forth in Exhibit H

(a) Uncertified paramedics who are not selective certification paramedics shall be paid a training rate at Pay Grade 22, Step 11 on both the 2-2-4 Hourly Rate Schedule and the Pay Plan for other employees (i.e., Exhibits A-1, A-2, A-3, and A-4 in the Contract). (If an uncertified paramedic is working a schedule other than 2-2-4, such an individual shall be paid from Exhibits A-1, A-2, A-3, and A-4). An uncertified paramedic shall be eligible for a merit increase on the anniversary of their employment by the County. Upon certification and release to full paramedic duties, such employee shall receive a merit increment one step increase under the procedure set forth in Paragraph 124. In each case, there shall be a footnote to Pay Grade 22, Step 11, explaining that it is a training rate.

(b) Upon employment, selective certification paramedic shall be paid at Pay Grade 22, Step 1, and shall follow the merit compensation procedure thereafter.

(c) There will be no lay off of any employees in this bargaining unit during the term of this agreement.

MERIT INCREASE COMPENSATION PROCEDURE

(125) The County shall make available for those employees not at the maximum hourly wage rate of their assigned pay grades in the Pay Plan, a merit increment one step increase to the next higher wage rate in the employee's pay grade in accordance with the Rules of the Pay Plan. Merit increases shall be effective on the employee's anniversary date. For the purpose of this compensation procedure, the anniversary date for any full-time employee hired by the County before July 1, 1966 shall be July 1 of each year; all other employees shall have the date of hire as the basis for anniversary date.

HOURS DIVISOR WORKING GROUP

(126) The County agrees to establish a working group, to be comprised of two (2) members appointed by the County and two (2) persons appointed by the Union, to review the method by which employees working the 2-2-4 or power shift are deemed to earn compensable hours for purposes of pension, workers' compensation and severance benefits. The working group must return a proposal for consideration to the County Executive within six (6) months of the expiration of this contract.

PRESERVATION OF ABILITY TO PROVIDE EMERGENCY SERVICES

(127) The Union and the County recognize that the members of this Union provide a vital emergency service to the citizens and visitors of New Castle County. It is further recognized that staff must be maintained at a level that supports uninterrupted service to the public.

(128) Retention of quality employees is a key factor in maintaining staffing levels. In order to encourage the retention of employees Longevity Bonuses will be implemented. A one-time bonus shall be provided to employees covered under this contract at the completion of years 15, 21, and 26 as provided in the following chart:

Completion of Year 15 - $5,000 bonus payment

Completion of Year 21 - $7,000 bonus payment

Completion of Year 26 - $10,000 bonus payment

(129) Employees who enroll in a Paramedic Academy shall be subject to a training reimbursement agreement that requires a five (5) year service commitment to the County and subjects the employee to repayment obligations if the employee separates from County service prior to the completion of five years of service.

The County agrees to recognize the Local 3911 as the exclusive bargaining representative of the Employees who enroll in the Paramedic Academy, regardless of the length of the probationary period. The County and the Local 3911 agree that all terms and conditions set forth in the collective bargaining agreement shall apply to the Employees who enroll in the Paramedic Academy, except that employees who have a longer probationary period than that provided in the collective bargaining agreement shall have only the rights that probationary employees have under the collective bargaining agreement. Additionally, because of the importance of the continuity of training, Sections 79(h) and 79(i) shall not apply to probationary employees.

The County and the Local 3911 specifically agree that the employees who enroll in the Paramedic Academy shall be entitled to representation by the Union and shall be eligible for membership in the Union upon completion of a voluntary dues authorization card or voluntary service fee as may

be established by the Union. The Union shall provide signed proof of each employee's voluntary membership or service fee paying status.

Local 3911 shall cooperate with the County in the enforcement of the reimbursement policy but shall not be responsible for repayment on behalf of an employee who separates prior to the fulfillment of his or her five years of service to the County.

MAINTENANCE OF STANDARDS

(130) The County agrees that all conditions of employment relating to pensions, wages, salaries, hours, insurance, vacations, sick leave, grievance procedures and all other terms and conditions of employment shall be maintained at not less than the highest standards in effect at the time of the signing of this agreement, and the same shall be improved wherever specific provisions for improvement are made elsewhere in this agreement.

EXHIBIT A

ALPHABETICAL LISTING OF BARGAINING UNIT OCCUPATIONAL CLASSIFICATIONS

Assistant Platoon Leader – Police – 25
Assistant Platoon Leader – Fire/Medical – 25
Emergency Call Operator – 16
Emergency Call Operator Coordinator – 17
Emergency Service Team Leader – 26
Emergency Medical Services Lieutenant – 28
Emergency Medical Services Operations Support Specialist – 21
Emergency Medical Services Senior Lieutenant – 29
Emergency Medical Technician – 15
Fire/Medical Communications Specialist – 20
Paramedic – 22
Paramedic Corporal – 24
Paramedic First Class – 23
Paramedic Sergeant – 26
Paramedic Senior Corporal – 25
Paramedic Senior Sergeant – 27

Police Communications Specialist – 20
Public Safety Operator I – 18
Public Safety Operator II – 19
Public Safety Operator III – CTO – 20
Quality Assurance Coordinator – 28
Senior Assistant Platoon Leader-Fire/Medical-26
Senior Assistant Platoon Leader-Police-26
Telecommunications Training Officer Coordinator – 28
Telecommunicator I – Police – 21
Telecommunicator I – Fire/Medical – 21
Telecommunicator II – Police – 22
Telecommunicator II – Fire/Medical – 22
Telecommunicator III – Police – CTO – 23
Telecommunicator III– Fire/Medical – CTO – 23
Telecommunicator IV – Police & Fire/EMS Communications – 24
Senior Public Safety Operator II – 20
Senior Telecommunicator II-Fire/Medical – 23
Senior Telecommunicator II-Police – 23
Emergency Communications Info & Tech Coordinator – 28

EXHIBIT B

BARGAINING UNIT OCCUPATIONAL CLASSIFICATIONS BY PAY GRADE

Pay Grade 15
Emergency Medical Technician

Pay Grade 16
Emergency Call Operator

Pay Grade 17
Emergency Call Operator Coordinator

Pay Grade 18
Public Safety Operator I

Pay Grade 19
Public Safety Operator II

Pay Grade 20
Fire/Medical Communications Specialist
Police Communications Specialist
Public Safety Operator III – CTO
Senior Public Safety Operator II

Pay Grade 21
Emergency Medical Services Operations Support Specialist
Telecommunicator I – Police
Telecommunicator I – Fire/Medical

Pay Grade 22
Paramedic
Telecommunicator II – Police
Telecommunicator II – Fire/Medical

Pay Grade 23
Paramedic First Class
Telecommunicator III – Police – CTO
Telecommunicator III – Fire/Medical – CTO
Senior Telecommunicator II-Fire/Medical
Senior Telecommunicator II-Police

Pay Grade 24
Paramedic Corporal
Telecommunicator IV – Police & Fire/EMS Communications

Pay Grade 25
Assistant Platoon Leader – Police
Assistant Platoon Leader – Fire/Medical
Paramedic Senior Corporal

Pay Grade 26
Paramedic Sergeant
Emergency Service Team Leader
Senior Assistant Platoon Leader- Fire/Medical
Senior Assistant Platoon Leader-Police

Pay Grade 27
Paramedic Senior Sergeant

Pay Grade 28
Emergency Medical Services Lieutenant
Emergency Communication Info & Tech Coordinator
Quality Assurance Coordinator
Telecommunications Training Officer Coordinator

Pay Grade 29
Emergency Medical Services Senior Lieutenant

EXHIBIT C

SENIORITY, LAY-OFF AND RECALL PROCEDURE
INTERCHANGEABLE OCCUPATIONAL
SENIORITY GROUPS

1.
Emergency Medical Services Senior Lieutenant –29
Emergency Medical Services Lieutenant – 28
Paramedic Sergeant – 26
Paramedic Corporal – 24
Paramedic First Class – 23
Paramedic – 22
Emergency Medical Technician – 15
Emergency Medical Services Operations Support Specialist – 21
Paramedic Senior Corporal – 25
Paramedic Senior Sergeant – 27

2.
Assistant Platoon Leader – Police – 25
Assistant Platoon Leader – Fire/Medical – 25
*Police Communications Specialist - 20
*Fire/Medical Communications Specialist – 20
Emergency Call Operator Coordinator – 17
Emergency Service Team Leader – 26
Emergency Call Operator – 16
Public Safety Operator I – 18
Public Safety Operator II – 19
Public Safety Operator III – CTO – 20
Quality Assurance Coordinator – 28
Telecommunications Training Officer Coordinator – 28
Telecommunicator I – Police – 21
Telecommunicator I – Fire/Medical – 21
Telecommunicator II – Police – 22
Telecommunicator II – Fire/Medical – 22
Telecommunicator III – Police CTO – 23
Telecommunicator III – Fire/Medical CTO – 23
Telecommunicator IV – Police & Fire/EMS Communications – 24
Senior Public Safety Operator II – 20
Senior Telecommunicator II-Fire/Medical – 23
Senior Telecommunicator II-Police – 23
Emergency Communications Info & Tech Coordinator – 28
Senior Assistant Platoon Leader- Fire/Medical-26
Senior Assistant Platoon Leader-Police-26

***Layoffs and reductions in force for employees in these positions will be governed by seniority.**

CLASSIFICATION	Pay Grade	1	2	3	4	5	6	7	8	9	10	11*
Emergency Medical Technician	15	16.923 35,687	17.768 37,470	18.657 39,343	19.590 41,310	20.569 43,376	21.598 45,545	22.678 47,823	23.812 50,214	25.002 52,724	26.253 55,361	
Emergency Call Operator	16	17.768 37,470	18.657 39,343	19.590 41,310	20.569 43,376	21.598 45,545	22.678 47,823	23.812 50,214	25.002 52,724	26.253 55,361	27.566 58,132	
Emergency Call Operator Coordinator	17	18.657 39,343	19.590 41,310	20.569 43,376	21.598 45,545	22.678 47,823	23.812 50,214	25.002 52,724	26.253 55,361	27.566 58,132	28.945 61,038	
Public Safety Operator I	18	19.590 41,310	20.569 43,376	21.598 45,545	22.678 47,823	23.812 50,214	25.002 52,724	26.253 55,361	27.566 58,132	28.945 61,038	30.392 64,090	18.657 39,343
Public Safety Operator II	19	20.569 43,376	21.598 45,545	22.678 47,823	23.812 50,214	25.002 52,724	26.253 55,361	27.566 58,132	28.945 61,038	30.392 64,090	31.911 67,295	
Public Safety Operator III - CTO Fire/Medical Communications Specialist Police Communications Specialist Senior Public Safety Operator II	20	21.598 45,545	22.678 47,823	23.812 50,214	25.002 52,724	26.253 55,361	27.566 58,132	28.945 61,038	30.392 64,090	31.911 67,295	33.507 70,660	
Telecommunicator I - Police Telecommunicator I - Fire/Medical	21	22.678 47,823	23.812 50,214	25.002 52,724	26.253 55,361	27.566 58,132	28.945 61,038	30.392 64,090	31.911 67,295	33.507 70,660	35.183 74,193	
Telecommunicator II - Police Telecommunicator II - Fire/Medical	22	23.812 50,214	25.002 52,724	26.253 55,361	27.566 58,132	28.945 61,038	30.392 64,090	31.911 67,295	33.507 70,660	35.183 74,193	36.942 77,903	22.678 47,823
Senior Telecommunicator II - Police Senior Telecommunicator II - Fire/Medical Telecommunicator III - Police - CTO Telecommunicator III - Fire/Medical - CTO	23	25.002 52,724	26.253 55,361	27.566 58,132	28.945 61,038	30.392 64,090	31.911 67,295	33.507 70,660	35.183 74,193	36.942 77,903	38.789 81,799	
Telecommunicator IV - Police & Fire/EMS Communications	24	26.253 55,361	27.566 58,132	28.945 61,038	30.392 64,090	31.911 67,295	33.507 70,660	35.183 74,193	36.942 77,903	38.789 81,799	40.729 85,890	
Assistant Platoon Leader - Police Assistant Platoon Leader - Fire/Medical	25	27.566 58,132	28.945 61,038	30.392 64,090	31.911 67,295	33.507 70,660	35.183 74,193	36.942 77,903	38.789 81,799	40.729 85,890	42.765 90,183	
Emergency Services Team Leader Senior Assistant Platoon Leader - Police Senior Assistant Platoon Leader - Fire/Medical	26	28.945 61,038	30.392 64,090	31.911 67,295	33.507 70,660	35.183 74,193	36.942 77,903	38.789 81,799	40.729 85,890	42.765 90,183	44.903 94,692	
Emergency Communications Info & Tech Coordinator Quality Assurance Coordinator Telecommunications Training Officer Coordinator	28	31.911 67,295	33.507 70,660	35.182 74,193	36.942 77,903	38.789 81,798	40.729 85,889	42.765 90,183	44.904 94,693	47.149 99,427	49.506 104,398	

Effective: 07/01/2023 (Ordinance 23-062)

Notes: The hourly rates listed are the rates assigned to the 2-2-4 shift. Per Resolution 05-246 (effective 4/1/2007), hourly rate shall be calcuated on 2108.8 hours.
**Denotes training rate*

CLASSIFICATION	Pay Grade	1	2	3	4	5	6	7	8	9	10	11*
Emergency Medical Technician	15	17.346 36,579	18.213 38,407	19.123 40,327	20.079 42,343	21.083 44,460	22.138 46,684	23.245 49,018	24.407 51,470	25.627 54,042	26.909 56,745	
Emergency Call Operator	16	18.213 38,407	19.123 40,327	20.079 42,343	21.083 44,460	22.138 46,684	23.245 49,018	24.407 51,470	25.627 54,042	26.909 56,745	28.255 59,585	
Emergency Call Operator Coordinator	17	19.123 40,327	20.079 42,343	21.083 44,460	22.138 46,684	23.245 49,018	24.407 51,470	25.627 54,042	26.909 56,745	28.255 59,585	29.668 62,564	
Public Safety Operator I	18	20.079 42,343	21.083 44,460	22.138 46,684	23.245 49,018	24.407 51,470	25.627 54,042	26.909 56,745	28.255 59,585	29.668 62,564	31.152 65,693	19.123 40,327
Public Safety Operator II	19	21.083 44,460	22.138 46,684	23.245 49,018	24.407 51,470	25.627 54,042	26.909 56,745	28.255 59,585	29.668 62,564	31.152 65,693	32.709 68,977	
Public Safety Operator III - CTO Fire/Medical Communications Specialist Police Communications Specialist Senior Public Safety Operator II	20	22.138 46,684	23.245 49,018	24.407 51,470	25.627 54,042	26.909 56,745	28.255 59,585	29.668 62,564	31.152 65,693	32.709 68,977	34.345 72,427	
Telecommunicator I - Police Telecommunicator I - Fire/Medical	21	23.245 49,018	24.407 51,470	25.627 54,042	26.909 56,745	28.255 59,585	29.668 62,564	31.152 65,693	32.709 68,977	34.345 72,427	36.062 76,048	
Telecommunicator II - Police Telecommunicator II - Fire/Medical	22	24.407 51,470	25.627 54,042	26.909 56,745	28.255 59,585	29.668 62,564	31.152 65,693	32.709 68,977	34.345 72,427	36.062 76,048	37.866 79,851	23.245 49,018
Senior Telecommunicator II - Police Senior Telecommunicator II - Fire/Medical Telecommunicator III - Police - CTO Telecommunicator III - Fire/Medical - CTO	23	25.627 54,042	26.909 56,745	28.255 59,585	29.668 62,564	31.152 65,693	32.709 68,977	34.345 72,427	36.062 76,048	37.866 79,851	39.759 83,844	
Telecommunicator IV - Police & Fire/EMS Communications	24	26.909 56,745	28.255 59,585	29.668 62,564	31.152 65,693	32.709 68,977	34.345 72,427	36.062 76,048	37.866 79,851	39.759 83,844	41.747 88,037	
Assistant Platoon Leader - Police Assistant Platoon Leader - Fire/Medical	25	28.255 59,585	29.668 62,564	31.152 65,693	32.709 68,977	34.345 72,427	36.062 76,048	37.866 79,851	39.759 83,844	41.747 88,037	43.834 92,438	
Emergency Services Team Leader Senior Assistant Platoon Leader - Police Senior Assistant Platoon Leader - Fire/Medical	26	29.668 62,564	31.152 65,693	32.709 68,977	34.345 72,427	36.062 76,048	37.866 79,851	39.759 83,844	41.747 88,037	43.834 92,438	46.026 97,059	
Emergency Communications Info & Tech Coordinator Quality Assurance Coordinator Telecommunications Training Officer Coordinator	28	32.709 68,977	34.345 72,426	36.062 76,047	37.865 79,851	39.758 83,843	41.747 88,036	43.834 92,438	46.026 97,061	48.327 101,913	50.743 107,008	

Effective: 07/01/2024 (Ordinance 23-062)

Notes: The hourly rates listed are the rates assigned to the 2-2-4 shift. Per Resolution 05-246 (effective 4/1/2007), hourly rate shall be calcuated on 2108.8 hours.
**Denotes training rate*

CLASSIFICATION	Pay Grade	1	2	3	4	5	6	7	8	9	10	11*
Emergency Medical Technician	15	17.779 37,493	18.668 39,367	19.601 41,335	20.581 43,402	21.610 45,572	22.691 47,851	23.826 50,244	25.017 52,756	26.268 55,393	27.582 58,164	
Emergency Call Operator	16	18.668 39,367	19.601 41,335	20.581 43,402	21.610 45,572	22.691 47,851	23.826 50,244	25.017 52,756	26.268 55,393	27.582 58,164	28.962 61,075	
Emergency Call Operator Coordinator	17	19.601 41,335	20.581 43,402	21.610 45,572	22.691 47,851	23.826 50,244	25.017 52,756	26.268 55,393	27.582 58,164	28.962 61,075	30.410 64,128	
Public Safety Operator I	18	20.581 43,402	21.610 45,572	22.691 47,851	23.826 50,244	25.017 52,756	26.268 55,393	27.582 58,164	28.962 61,075	30.410 64,128	31.931 67,335	19.601 41,335
Public Safety Operator II	19	21.610 45,572	22.691 47,851	23.826 50,244	25.017 52,756	26.268 55,393	27.582 58,164	28.962 61,075	30.410 64,128	31.931 67,335	33.527 70,702	
Public Safety Operator III - CTO Fire/Medical Communications Specialist Police Communications Specialist Senior Public Safety Operator II	20	22.691 47,851	23.826 50,244	25.017 52,756	26.268 55,393	27.582 58,164	28.962 61,075	30.410 64,128	31.931 67,335	33.527 70,702	35.204 74,238	
Telecommunicator I - Police Telecommunicator I - Fire/Medical	21	23.826 50,244	25.017 52,756	26.268 55,393	27.582 58,164	28.962 61,075	30.410 64,128	31.931 67,335	33.527 70,702	35.204 74,238	36.964 77,949	
Telecommunicator II - Police Telecommunicator II - Fire/Medical	22	25.017 52,756	26.268 55,393	27.582 58,164	28.962 61,075	30.410 64,128	31.931 67,335	33.527 70,702	35.204 74,238	36.964 77,949	38.812 81,847	23.826 50,244
Senior Telecommunicator II - Police Senior Telecommunicator II - Fire/Medical Telecommunicator III - Police - CTO Telecommunicator III - Fire/Medical - CTO	23	26.268 55,393	27.582 58,164	28.962 61,075	30.410 64,128	31.931 67,335	33.527 70,702	35.204 74,238	36.964 77,949	38.812 81,847	40.753 85,940	
Telecommunicator IV - Police & Fire/EMS Communications	24	27.582 58,164	28.962 61,075	30.410 64,128	31.931 67,335	33.527 70,702	35.204 74,238	36.964 77,949	38.812 81,847	40.753 85,940	42.791 90,238	
Assistant Platoon Leader - Police Assistant Platoon Leader - Fire/Medical	25	28.962 61,075	30.410 64,128	31.931 67,335	33.527 70,702	35.204 74,238	36.964 77,949	38.812 81,847	40.753 85,940	42.791 90,238	44.930 94,749	
Emergency Services Team Leader Senior Assistant Platoon Leader - Police Senior Assistant Platoon Leader - Fire/Medical	26	30.410 64,128	31.931 67,335	33.527 70,702	35.204 74,238	36.964 77,949	38.812 81,847	40.753 85,940	42.791 90,238	44.930 94,749	47.176 99,486	
Emergency Communications Info & Tech Coordinator Quality Assurance Coordinator Telecommunications Training Officer Coordinator	28	33.527 70,702	35.203 74,237	36.963 77,949	38.812 81,847	40.752 85,939	42.791 90,237	44.930 94,749	47.177 99,487	49.535 104,460	52.012 109,683	

Effective: 07/01/2025 (Ordinance 23-062)

Notes: The hourly rates listed are the rates assigned to the 2-2-4 shift. Per Resolution 05-246 (effective 4/1/2007), hourly rate shall be calcuated on 2108.8 hours.
**Denotes training rate*

CLASSIFICATION	Pay Grade	1	2	3	4	5	6	7	8	9	10	11*
Emergency Medical Technician	15	18.224 38,430	19.135 40,351	20.091 42,368	21.096 44,487	22.151 46,711	23.258 49,047	24.421 51,500	25.643 54,075	26.924 56,778	28.271 59,618	
Emergency Call Operator	16	19.135 40,351	20.091 42,368	21.096 44,487	22.151 46,711	23.258 49,047	24.421 51,500	25.643 54,075	26.924 56,778	28.271 59,618	29.686 62,601	
Emergency Call Operator Coordinator	17	20.091 42,368	21.096 44,487	22.151 46,711	23.258 49,047	24.421 51,500	25.643 54,075	26.924 56,778	28.271 59,618	29.686 62,601	31.170 65,732	
Public Safety Operator I	18	21.096 44,487	22.151 46,711	23.258 49,047	24.421 51,500	25.643 54,075	26.924 56,778	28.271 59,618	29.686 62,601	31.170 65,732	32.729 69,018	20.091 42,368
Public Safety Operator II	19	22.151 46,711	23.258 49,047	24.421 51,500	25.643 54,075	26.924 56,778	28.271 59,618	29.686 62,601	31.170 65,732	32.729 69,018	34.365 72,469	
Public Safety Operator III - CTO Fire/Medical Communications Specialist Police Communications Specialist Senior Public Safety Operator II	20	23.258 49,047	24.421 51,500	25.643 54,075	26.924 56,778	28.271 59,618	29.686 62,601	31.170 65,732	32.729 69,018	34.365 72,469	36.084 76,094	
Telecommunicator I - Police Telecommunicator I - Fire/Medical	21	24.421 51,500	25.643 54,075	26.924 56,778	28.271 59,618	29.686 62,601	31.170 65,732	32.729 69,018	34.365 72,469	36.084 76,094	37.888 79,898	
Telecommunicator II - Police Telecommunicator II - Fire/Medical	22	25.643 54,075	26.924 56,778	28.271 59,618	29.686 62,601	31.170 65,732	32.729 69,018	34.365 72,469	36.084 76,094	37.888 79,898	39.783 83,894	24.421 51,500
Senior Telecommunicator II - Police Senior Telecommunicator II - Fire/Medical Telecommunicator III - Police - CTO Telecommunicator III - Fire/Medical - CTO	23	26.924 56,778	28.271 59,618	29.686 62,601	31.170 65,732	32.729 69,018	34.365 72,469	36.084 76,094	37.888 79,898	39.783 83,894	41.772 88,089	
Telecommunicator IV - Police & Fire/EMS Communications	24	28.271 59,618	29.686 62,601	31.170 65,732	32.729 69,018	34.365 72,469	36.084 76,094	37.888 79,898	39.783 83,894	41.772 88,089	43.861 92,494	
Assistant Platoon Leader - Police Assistant Platoon Leader - Fire/Medical	25	29.686 62,601	31.170 65,732	32.729 69,018	34.365 72,469	36.084 76,094	37.888 79,898	39.783 83,894	41.772 88,089	43.861 92,494	46.053 97,117	
Emergency Services Team Leader Senior Assistant Platoon Leader - Police Senior Assistant Platoon Leader - Fire/Medical	26	31.170 65,732	32.729 69,018	34.365 72,469	36.084 76,094	37.888 79,898	39.783 83,894	41.772 88,089	43.861 92,494	46.053 97,117	48.356 101,973	
Emergency Communications Info & Tech Coordinator Quality Assurance Coordinator Telecommunications Training Officer Coordinator	28	34.365 72,469	36.083 76,093	37.888 79,897	39.782 83,893	41.771 88,087	43.860 92,493	46.054 97,118	48.357 101,974	50.774 107,072	53.312 112,425	

Effective: 07/01/2026 (Ordinance 23-062)

Notes: The hourly rates listed are the rates assigned to the 2-2-4 shift. Per Resolution 05-246 (effective 4/1/2007), hourly rate shall be calcuated on 2108.8 hours.
**Denotes training rate*

Pay Plan and Rates of Pay for
Classified Service Emergency Services Personnel
Represented by the Delaware Public Employees Council 81, AFSCME, AFL-CIO, Affiliate Local 3911 (EMS Classifications)

CLASSIFICATION	Pay Grade	1	2	3	4	5	6	7	8	9	10	11*
EMS Operations Support Specialist	21	43,476	45,650	47,932	50,329	52,847	55,490	58,264	61,177	64,237	67,448	
Paramedic	22	25.219 53,183	26.480 55,842	27.804 58,634	29.195 61,566	30.654 64,644	32.187 67,876	33.796 71,270	35.486 74,834	37.261 78,575	39.124 82,504	24.019 50,650
Paramedic First Class	23	26.480 55,842	27.804 58,634	29.195 61,566	30.654 64,644	32.187 67,876	33.796 71,270	35.486 74,834	37.261 78,575	39.124 82,504	41.080 86,629	
Paramedic Corporal	24	27.804 58,634	29.195 61,566	30.654 64,644	32.187 67,876	33.796 71,270	35.486 74,834	37.261 78,575	39.124 82,504	41.080 86,629	43.134 90,961	
Paramedic Senior Corporal	25	29.195 61,566	30.654 64,644	32.187 67,876	33.796 71,270	35.486 74,834	37.261 78,575	39.124 82,504	41.080 86,629	43.134 90,961	45.291 95,509	
Paramedic Sergeant	26	30.654 64,644	32.187 67,876	33.796 71,270	35.486 74,834	37.261 78,575	39.124 82,504	41.080 86,629	43.134 90,961	45.291 95,509	47.555 100,284	
Paramedic Senior Sergeant	27	32.187 67,876	33.796 71,270	35.486 74,834	37.261 78,575	39.124 82,504	41.080 86,629	43.134 90,961	45.291 95,509	47.555 100,284	49.933 105,298	
Emergency Medical Services Lieutenant	28	33.796 71,270	35.486 74,834	37.261 78,575	39.124 82,504	41.080 86,629	43.134 90,961	45.291 95,509	47.555 100,284	49.933 105,298	52.429 110,563	
Emergency Medical Services Senior Lieutenant	29	35.486 74,834	37.261 78,575	39.124 82,504	41.080 86,629	43.134 90,961	45.291 95,509	47.555 100,284	49.933 105,298	52.429 110,563	55.051 116,091	

Effective: 07/01/2023 (Ordinance 23-062)

Notes: The hourly rates listed are the rates assigned to the 2-2-4 shift. Per Resolution 05-246 (effective 4/1/2007), hourly rate shall be calcuated on 2108.8 hours.
*Denotes training rate

Pay Plan and Rates of Pay for
Classified Service Emergency Services Personnel
Represented by the Delaware Public Employees Council 81, AFSCME, AFL-CIO, Affiliate Local 3911 (EMS Classifications)

CLASSIFICATION	Pay Grade	1	2	3	4	5	6	7	8	9	10	11*
EMS Operations Support Specialist	21	44,562	46,791	49,130	51,587	54,168	56,877	59,720	62,707	65,843	69,134	
Paramedic	22	25.850 54,512	27.142 57,238	28.500 60,100	29.925 63,105	31.421 66,260	32.992 69,573	34.641 73,052	36.373 76,704	38.192 80,540	40.102 84,567	24.619 51,917
Paramedic First Class	23	27.142 57,238	28.500 60,100	29.925 63,105	31.421 66,260	32.992 69,573	34.641 73,052	36.373 76,704	38.192 80,540	40.102 84,567	42.107 88,795	
Paramedic Corporal	24	28.500 60,100	29.925 63,105	31.421 66,260	32.992 69,573	34.641 73,052	36.373 76,704	38.192 80,540	40.102 84,567	42.107 88,795	44.212 93,235	
Paramedic Senior Corporal	25	29.925 63,105	31.421 66,260	32.992 69,573	34.641 73,052	36.373 76,704	38.192 80,540	40.102 84,567	42.107 88,795	44.212 93,235	46.423 97,896	
Paramedic Sergeant	26	31.421 66,260	32.992 69,573	34.641 73,052	36.373 76,704	38.192 80,540	40.102 84,567	42.107 88,795	44.212 93,235	46.423 97,896	48.744 102,791	
Paramedic Senior Sergeant	27	32.992 69,573	34.641 73,052	36.373 76,704	38.192 80,540	40.102 84,567	42.107 88,795	44.212 93,235	46.423 97,896	48.744 102,791	51.181 107,931	
Emergency Medical Services Lieutenant	28	34.641 73,052	36.373 76,704	38.192 80,540	40.102 84,567	42.107 88,795	44.212 93,235	46.423 97,896	48.744 102,791	51.181 107,931	53.740 113,327	
Emergency Medical Services Senior Lieutenant	29	36.373 76,704	38.192 80,540	40.102 84,567	42.107 88,795	44.212 93,235	46.423 97,896	48.744 102,791	51.181 107,931	53.740 113,327	56.427 118,994	

Effective: 07/01/2024 (Ordinance 23-062)

Notes: The hourly rates listed are the rates assigned to the 2-2-4 shift. Per Resolution 05-246 (effective 4/1/2007), hourly rate shall be calcuated on 2108.8 hours.
*Denotes training rate

Pay Plan and Rates of Pay for
Classified Service Emergency Services Personnel
Represented by the Delaware Public Employees Council 81, AFSCME, AFL-CIO, Affiliate Local 3911 (EMS Classifications)

CLASSIFICATION	Pay Grade	1	2	3	4	5	6	7	8	9	10	11*
EMS Operations Support Specialist	21	45,677	47,961	50,358	52,877	55,522	58,299	61,213	64,274	67,489	70,862	
Paramedic	22	26.496 55,875	27.821 58,669	29.212 61,602	30.673 64,682	32.206 67,917	33.817 71,312	35.507 74,878	37.283 78,622	39.147 82,553	41.104 86,681	25.234 53,214
Paramedic First Class	23	27.821 58,669	29.212 61,602	30.673 64,682	32.206 67,917	33.817 71,312	35.507 74,878	37.283 78,622	39.147 82,553	41.104 86,681	43.160 91,015	
Paramedic Corporal	24	29.212 61,602	30.673 64,682	32.206 67,917	33.817 71,312	35.507 74,878	37.283 78,622	39.147 82,553	41.104 86,681	43.160 91,015	45.317 95,565	
Paramedic Senior Corporal	25	30.673 64,682	32.206 67,917	33.817 71,312	35.507 74,878	37.283 78,622	39.147 82,553	41.104 86,681	43.160 91,015	45.317 95,565	47.583 100,344	
Paramedic Sergeant	26	32.206 67,917	33.817 71,312	35.507 74,878	37.283 78,622	39.147 82,553	41.104 86,681	43.160 91,015	45.317 95,565	47.583 100,344	49.963 105,361	
Paramedic Senior Sergeant	27	33.817 71,312	35.507 74,878	37.283 78,622	39.147 82,553	41.104 86,681	43.160 91,015	45.317 95,565	47.583 100,344	49.963 105,361	52.461 110,629	
Emergency Medical Services Lieutenant	28	35.507 74,878	37.283 78,622	39.147 82,553	41.104 86,681	43.160 91,015	45.317 95,565	47.583 100,344	49.963 105,361	52.461 110,629	55.084 116,160	
Emergency Medical Services Senior Lieutenant	29	37.283 78,622	39.147 82,553	41.104 86,681	43.160 91,015	45.317 95,565	47.583 100,344	49.963 105,361	52.461 110,629	55.084 116,160	57.838 121,968	

Effective: 07/01/2025 (Ordinance 23-062)

Notes: The hourly rates listed are the rates assigned to the 2-2-4 shift. Per Resolution 05-246 (effective 4/1/2007), hourly rate shall be calcuated on 2108.8 hours.
*Denotes training rate

Pay Plan and Rates of Pay for
Classified Service Emergency Services Personnel
Represented by the Delaware Public Employees Council 81, AFSCME, AFL-CIO, Affiliate Local 3911 (EMS Classifications)

CLASSIFICATION	Pay Grade	1	2	3	4	5	6	7	8	9	10	11*
EMS Operations Support Specialist	21	46,818	49,160	51,617	54,198	56,910	59,756	62,744	65,881	69,176	72,634	
Paramedic	22	27.159 57,272	28.517 60,136	29.942 63,142	31.439 66,300	33.011 69,615	34.662 73,095	36.395 76,750	38.215 80,588	40.126 84,617	42.132 88,848	25.865 54,545
Paramedic First Class	23	28.517 60,136	29.942 63,142	31.439 66,300	33.011 69,615	34.662 73,095	36.395 76,750	38.215 80,588	40.126 84,617	42.132 88,848	44.238 93,290	
Paramedic Corporal	24	29.942 63,142	31.439 66,300	33.011 69,615	34.662 73,095	36.395 76,750	38.215 80,588	40.126 84,617	42.132 88,848	44.238 93,290	46.450 97,955	
Paramedic Senior Corporal	25	31.439 66,300	33.011 69,615	34.662 73,095	36.395 76,750	38.215 80,588	40.126 84,617	42.132 88,848	44.238 93,290	46.450 97,955	48.773 102,852	
Paramedic Sergeant	26	33.011 69,615	34.662 73,095	36.395 76,750	38.215 80,588	40.126 84,617	42.132 88,848	44.238 93,290	46.450 97,955	48.773 102,852	51.212 107,995	
Paramedic Senior Sergeant	27	34.662 73,095	36.395 76,750	38.215 80,588	40.126 84,617	42.132 88,848	44.238 93,290	46.450 97,955	48.773 102,852	51.212 107,995	53.772 113,395	
Emergency Medical Services Lieutenant	28	36.395 76,750	38.215 80,588	40.126 84,617	42.132 88,848	44.238 93,290	46.450 97,955	48.773 102,852	51.212 107,995	53.772 113,395	56.461 119,064	
Emergency Medical Services Senior Lieutenant	29	38.215 80,588	40.126 84,617	42.132 88,848	44.238 93,290	46.450 97,955	48.773 102,852	51.212 107,995	53.772 113,395	56.461 119,064	59.284 125,018	

Effective: 07/01/2026 (Ordinance 23-062)

Notes: The hourly rates listed are the rates assigned to the 2-2-4 shift. Per Resolution 05-246 (effective 4/1/2007), hourly rate shall be calcuated on 2108.8 hours.
*Denotes training rate

Prime Sponsor(s): Mr. Carter
Requested by: Land Use Department
Date of introduction: November 28, 2023

RESOLUTION NO. 23-220

PLAN OF LOGISTICENTER AT NEW CASTLE COUNTY; ST. GEORGES HUNDRED; SOUTHWESTERLY CORNER OF ROUTE 301 AND JAMISON CORNER ROAD; MAJOR LAND DEVELOPMENT PLAN THAT PROPOSES A 1,409,850 SF WAREHOUSE AND A 962,000 SF WAREHOUSE WITH ASSOCIATED SITE IMPROVEMENTS; BP ZONING; APPLICATION NO. 2021-0470; COUNCIL DISTRICT 6

NOW, THEREFORE, BE IT RESOLVED, by and for the County Council of New Castle County that County Council hereby approves the following major land development plan, Plan of Logisticenter at New Castle County (Application No. 2021-0470), as heretofore approved by the Land Use Department, and the President of County Council is hereby authorized to endorse her approval upon the following plan.

PLAN OF LOGISTICENTER AT NEW CASTLE COUNTY
St. Georges Hundred

Adopted by County Council of
New Castle County on:

_____
President of County Council
of New Castle County

SYNOPSIS: Same as title

FISCAL IMPACT: This will have no immediately discernible fiscal impact on the county but, if the parcel is developed in accordance with this record plan, there may be one or more fiscal effects on New Castle County government including, but not limited to, an increase in the assessed value of the property with the resultant increase in taxes collectible thereon and an increased demand for County services.

MEMORANDUM

To: Council President
Members of County Council
Council to Council
Clerk of County Council

From: Charuni Patibanda

Re: Application No. 2021-0470
Logisticenter at New Castle County
Record Major Land Development Plan

Date: November 9, 2023

Enclosed for Council's review and consideration of approval are paper prints of the above-referenced plan. The Department has determined that this proposal complies with all applicable requirements of the New Castle County Code.

A suggested title, synopsis, and fiscal note are attached.

cc: Matthew Meyer, County Executive
Vanessa Phillips, Chief Administrative Officer
Brian Boyle, Senior Policy Director

Plan of Logisticenter at New Castle County; St. Georges Hundred; Southwesterly corner of Route 301 and Jamison Corner Road; Major Land Development Plan that proposes a 1,409,850 SF warehouse and a 962,000 SF warehouse with associated site improvements; BP zoning.

Synopsis: Same as title

Fiscal Note: This will have no immediately discernible fiscal impact on the county but, if the parcel is developed in accordance with this record plan, there may be one or more fiscal effects on New Castle County government including, but not limited to, an increase in the assessed value of the property with the resultant increase in taxes collectible thereon and an increased demand for County services.

LEGEND

PROPERTY LINE
SET BACK LINE
LIMIT OF DISTURBANCE
ZONING BOUNDARY LINE
BUILDING LINE
CURB
CONCRETE PAVEMENT
30 PARKING SUBTOTAL
(10) PARKING COUNT
DOORWAY
SIGN
BOLLARD
PROPOSED FIRE HYDRANT
TREE LINE
FHA 100 YEAR FLOODPLAIN
RIPARIAN BUFFER
WETLAND
EXISTING CONCRETE MONUMENT
MON PROPOSED CONCRETE MONUMENT
EXISTING TREE

NOTES:

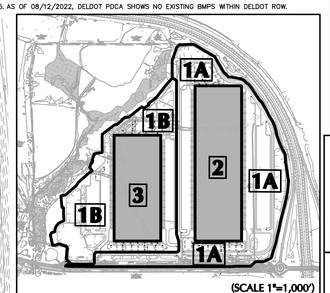
1. THIS PLAN SUPERSEDES, IN ENTIRETY, THE RECORD MINOR LAND DEVELOPMENT PLAN FOR DELMARVA POWER & LIGHT CO, SUMMIT POWER STATION, DATED 4/17/1975 AND RECORDED IN SEPTEMBER OF 1975 IN THE RECORDER OF DEEDS IN AND FOR NEW CASTLE COUNTY, STATE OF DELAWARE, MICROFILM NO. 3011.
2. SURVEY INFORMATION IS BASED ON A PLAN ENTITLED ALTA–NSPS LAND TITLE SURVEY FOR LANDS TO BE CONVEYED TO DPML JAMISON CORNER, LLC PREPARED BY APEX ENGINEERING INCORPORATED, DATED 4/22/2021, AND LAST REVISED 6/7/2021.
3. A WETLAND INVESTIGATION WAS PERFORMED FOR THIS SITE BY WATERSHED ECO ON FEBRUARY 2, 2021 AND CONFIRMED BY TEN BEARS ENVIRONMENTAL LLC. WETLANDS WERE FOUND TO EXIST ON A PORTION OF THE PARCEL.
4. THE SITE IS NOT WITHIN A CRITICAL NATURAL AREA ACCORDING TO THE STATE INVENTORY OF NATURAL AREAS.
5. THE SITE IS NOT LOCATED WITHIN ANY WATER RESOURCE PROTECTION AREA (WRPA) ACCORDING TO THE WATER RESOURCE PROTECTION AREA FOR CITY OF NEWARK, CITY OF WILMINGTON, NEW CASTLE COUNTY, DELAWARE MAP 2 OF 3, LAST REVISED MARCH 2022.
6. FLOOD LINE DELINEATION AS PER REVISION TO FLOOD RATE MAP FOR NEW CASTLE COUNTY DELAWARE AND INCORPORATED AREAS, FEMA CASE NO. 23-03-0452P.
7. ANY AREAS DESIGNATED FOR PROTECTION AS A NATURAL RESOURCE PURSUANT TO ARTICLE 10 OF THE NEW CASTLE COUNTY UNIFIED DEVELOPMENT CODE IS HEREBY PROTECTED BY A CONSERVATION EASEMENT THAT SHALL RUN IN PERPETUITY FOR THE BENEFIT OF NEW CASTLE COUNTY. ANY AREA ON THIS PLAN DELINEATED AS A CONSERVATION EASEMENT SHALL REMAIN IN ITS NATURAL STATE, EXCLUSIVE OF ANY REFORESTATION REQUIRED BY THE COUNTY.
8. NO DEBRIS IS TO BE BURIED ON THIS SITE.
9. ALL FIRE LANES, FIRE HYDRANTS AND FIRE DEPARTMENT CONNECTIONS SHALL BE MARKED AND MAINTAINED IN ACCORDANCE WITH THE STATE OF DELAWARE FIRE PROTECTION REGULATIONS.
10. STORMWATER MANAGEMENT SHALL BE PROVIDED IN ACCORDANCE WITH THE DELAWARE DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL (DNREC) DELAWARE SEDIMENT AND STORMWATER REGULATIONS EFFECTIVE DATE JANUARY 23, 1991, AMENDED FEBRUARY 11, 2019 (OR AS LATER AMENDED), THE DELAWARE STORMWATER RUNOFF MANAGEMENT MODEL (SUDRM) VERSION v2.51 – 220414 (OR AS THEY MAY BE AMENDED) AND NEW CASTLE COUNTY DRAINAGE CODE EFFECTIVE APRIL 23, 2023 (OR LATER AS AMENDED).
11. UNLESS OTHERWISE SPECIFIED ON THE PLAN, SIDEWALKS SHALL BE INSTALLED IN THE LOCATIONS SHOWN ON THIS PLAN PRIOR OF THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY. SIDEWALKS SHALL BE FIVE (5) FEET IN WIDTH AND CONSTRUCTED OF PORTLAND CEMENT CONCRETE.
12. THIS PLAN IS SUBJECT TO THE IMPACT FEE PROVISIONS OF CHAPTER 40, ARTICLE 14 OF THE NEW CASTLE COUNTY CODE, AS MAY BE AMENDED BY NEW CASTLE COUNTY COUNCIL.
13. ALL COMMON FEATURES, INCLUDING, BUT NOT LIMITED TO PAVED AREAS, SIDEWALKS, CURBING, LANDSCAPING, OPEN SPACE, STORMWATER MANAGEMENT AREAS AND/OR DRAINAGE FACILITIES SHALL BE KEPT IN GOOD REPAIR AND MAINTAINED IN A SAFE AND SANITARY CONDITION IN ACCORDANCE WITH THE NEW CASTLE COUNTY UNIFIED DEVELOPMENT CODE.
14. A STORMWATER MANAGEMENT ACCESS EASEMENT IN FAVOR OF NEW CASTLE COUNTY, ITS AGENTS AND ASSIGNS IS HEREBY CREATED ON, OVER AND ACROSS THE ENTIRE AREA OF ALL STORMWATER MANAGEMENT FACILITIES INCLUDING, STORMWATER CONVEYANCE SYSTEMS, BASINS, AND ALL COMPONENTS THEREOF, IDENTIFIED ON THIS PLAN AND ALL WATERCOURSES FOR THE PURPOSES OF INSPECTING, EVALUATING AND MAINTAINING THE STORMWATER MANAGEMENT FACILITIES AND WATERCOURSES. THE EASEMENT SHALL EXTEND 15' FROM THE OUTER LIMITS OF EACH SUCH STORMWATER MANAGEMENT FACILITY. A GENERAL ACCESS EASEMENT IS HEREBY CREATED OVER AND ACROSS THE PROPERTY SHOWN ON THIS PLAN GRANTING NEW CASTLE COUNTY, ITS AGENTS AND ASSIGNS THE RIGHT, PRIVILEGE AND AUTHORITY TO ENTER UPON AND TRAVEL ACROSS THE PROPERTY TO EACH STORMWATER MANAGEMENT FACILITY. THE EASEMENT HEREIN CREATED SHALL BE FOR PEDESTRIAN, VEHICULAR AND EQUIPMENT USE. IF NEW CASTLE COUNTY, ITS AGENTS OR ASSIGNS DETERMINES THAT MAINTENANCE IS REQUIRED TO A STORMWATER MANAGEMENT FACILITY, NEW CASTLE COUNTY SHALL PROVIDE NOTICE OF THE REQUIRED MAINTENANCE AND THE TIME FRAME IN WHICH SUCH MAINTENANCE SHALL BE COMPLETED TO THE PROPERTY OWNER OR RESPONSIBLE PARTY. NO NOTICE SHALL BE REQUIRED WHERE NEW CASTLE COUNTY PERFORMS MAINTENANCE WHERE THERE IS IMMINENT THREAT TO LIFE, HEALTH OR PROPERTY. IN THE EVENT NEW CASTLE COUNTY ELECTS TO MAINTAIN THE STORMWATER MANAGEMENT FACILITIES, ALL EXPENSES SHALL BE JOINTLY AND SEVERALLY AGAINST THE OWNERS OF THE PROPERTY SHOWN ON THIS PLAN.
15. PROPOSED LANDSCAPING SHALL NOT INTERFERE WITH SIGHT DISTANCE LINES.
16. PROTECTED RESOURCE AREAS PER NEW CASTLE COUNTY UNIFIED DEVELOPMENT CODE SECTION 40.10.000 ARE TO REMAIN IN THEIR NATURAL STATE WITHIN THE CONSERVATION EASEMENT.
17. (A) A 40–FOOT SANITARY EASEMENT OR A 20–FOOT STORM DRAINAGE EASEMENT, 20–FOOT OR 10–FOOT RESPECTIVELY, ON EACH SIDE OF THE CENTERLINE OF THE PIPE, SHALL BE CREATED, WHEREVER A STORM OR SANITARY SEWER IS DESIGNED FOR PUBLIC USE IN UNPAVED AREAS AND IS OUTSIDE OF THE DEDICATED PUBLIC RIGHT–OF–WAY. A 20–FOOT WIDE EASEMENT ONE FOOT (1') ON EACH SIDE OF THE CENTERLINE OF THE PIPE SHALL BE CREATED WHERE A SANITARY SEWER PIPE IS DESIGNED FOR PUBLIC USE IN PRIVATELY MAINTAINED PAVED AREAS, SUCH AS PARKING LOTS, PRIVATE STREETS OR DRIVEWAYS. IF THE CONSTRUCTED HORIZONTAL SEWER PIPE IS MORE THAN 5' DEEP OR MORE THAN 5' FEET FROM THE DESIGN LOCATION, THE PROJECT MAY BE SUBJECT TO A RESUBDIVISION PLAN OR PIPE RELOCATION AS DETERMINED BY THE DEPARTMENT OF SPECIAL SERVICES.
(B) NEW CASTLE COUNTY HAS THE RIGHT OF ACCESS TO THE SITE FOR THE PURPOSES OF OPERATING, MAINTAINING AND REPAIRING THE SANITARY SEWER LINES CONTAINED WITHIN THE SEWER EASEMENTS SHOWN ON THIS PLAN.
18. ADDRESSES ARE AS ASSIGNED BY THE NEW CASTLE COUNTY GIS SERVICES.
19. THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, SHALL HAVE THE RIGHT AND AUTHORITY TO IMPLEMENT SUCH RESTRICTIONS AND SAFEGUARDS ON THE PREMISES AS MAY BE REASONABLE NECESSARY TO PROTECT THE SAFETY AND WELFARE OF THE PUBLIC.
20. ALL ENTRANCES SHALL CONFORM TO THE DELAWARE DEPARTMENT OF TRANSPORTATION'S (DELDOT'S) CURRENT STANDARDS AND REGULATIONS FOR SUBDIVISIONS STREETS AND STATE HIGHWAY ACCESS AND SHALL BE SUBJECT TO ITS APPROVAL.
21. SHRUBBERY, PLANTINGS, SIGNS AND/OR OTHER VISUAL BARRIERS THAT COULD OBSTRUCT THE SIGHT DISTANCE OF A DRIVER PREPARING TO ENTER THE ROADWAY ARE PROHIBITED WITHIN THE DEFINED DEPARTURE SIGHT TRIANGLE AREA ESTABLISHED WITHIN THE CONSTRUCTION PLAN SET. IF THE ESTABLISHED DEPARTURE SIGHT TRIANGLE AREA IS OUTSIDE THE RIGHT–OF–WAY OF THE PROJECTS ON TO AN ADJACENT PROPERTY OWNER'S LAND, A SIGHT EASEMENT SHOULD BE ESTABLISHED AND RECORDED WITH ALL AFFECTED PROPERTY OWNERS TO MAINTAIN THE REQUIRED SIGHT DISTANCE.
22. THE SIDEWALK ALONG THE FRONTAGE OF THE SUBJECT PARCEL SHALL BE THE RESPONSIBILITY OF THE DEVELOPER, THE PROPERTY OWNERS OR BOTH WITHIN THIS SUBDIVISION. THE STATE OF DELAWARE ASSUMES NO RESPONSIBILITY FOR THE FUTURE MAINTENANCE FOR THE SIDEWALK.
23. THE DEVELOPER SHALL BE RESPONSIBLE TO FURNISH AND PLACE RIGHT–OF–WAY MARKERS TO PROVIDE A PERMANENT REFERENCE FOR RE–ESTABLISHING THE RIGHT–OF–WAY AND PROPERTY CORNERS ON LOCAL AND HIGHER ORDER FRONTAGE ROADS. RIGHT–OF–WAY MARKERS SHALL BE SET AND/OR PLACED ALONG THE FRONTAGE ROAD RIGHT–OF–WAY AT PROPERTY CORNERS AND AT EACH CHANGE IN RIGHT–OF–WAY ALIGNMENT IN ACCORDANCE WITH SECTION 3.2.4.2 OF THE DEVELOPMENT COORDINATION MANUAL.
24. THE DEVELOPER SHALL PRESERVE ALL TREES ON THIS SITE EXCEPT WHERE NECESSARY TO CONSTRUCT BUILDINGS, PARKING ACCESS WAYS, RECREATIONAL FACILITIES AND DRAINAGE FACILITIES AS APPROVED. EXISTING PLANT MATERIALS DESIGNATED TO REMAIN ON THIS PLAN OR THE LANDSCAPE PLAN SHALL BE PRESERVED AND PROPERLY PROTECTED DURING CONSTRUCTION. IN THE CASE OF UTILITY RIGHTS–OF–WAY AND EASEMENTS, ANY DISTURBED AREA SHALL BE REPLANTED SO AS TO ACHIEVE A EQUIRRENCE OF NATURAL VEGETATION COVER.
25. NEW CASTLE COUNTY AND THE STATE OF DELAWARE ARE GRANTED BLANKET EASEMENTS ACROSS AISLEWAYS, PARKING AREAS, PRIVATE ACCESSWAYS AND ALL COMMON AREAS CREATED BY THIS FOR THE INSPECTION OF STORMWATER MANAGEMENT AREAS AND STORMWATER FACILITIES LOCATED ON THIS SITE.
26. ALL IMPROVEMENTS REQUIRED BY THIS PLAN AND THE NEW CASTLE COUNTY CODE SHALL BE SUBJECT TO THE LAND USE IMPROVEMENT AGREEMENT (LDIA) AND THE PERFORMANCE GUARANTEE INCORPORATED THEREIN, THE LDIA IS RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR NEW CASTLE COUNTY ON FEBRUARY 7, 2023, AT INSTRUMENT NO. 20230207–0007985.
27. PLAN IS SUBJECT TO THE FOLLOWING GENERAL EXCEPTIONS (PER TITLE COMMITMENT #31607–13 BY FIRST AMERICAN TITLE INSURANCE DATED MARCH 8, 2021):
   a. DECLARATION RECORDED MARCH 6, 1974 IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR NEW CASTLE COUNTY, DELAWARE IN DEED RECORD X, VOLUME 86, PAGE 607. (APPLICABLE)
   b. DECLARATION RECORDED MARCH 9, 1983 IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR NEW CASTLE COUNTY, DELAWARE IN DEED RECORD K, VOLUME 121, PAGE 258. (APPLICABLE)
   c. DECLARATION RECORDED MARCH 9, 1983 IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR NEW CASTLE COUNTY, DELAWARE IN DEED RECORD K, VOLUME 121, PAGE 263. (APPLICABLE)
   d. DECLARATION RECORDED JUNE 18, 1995 IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR NEW CASTLE COUNTY, DELAWARE IN DEED BOOK 247, PAGE 200. (APPLICABLE)
   e. AGREEMENT RECORDED DECEMBER 1, 1972 IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR NEW CASTLE COUNTY, DELAWARE IN DEED RECORD B, VOLUME 87, PAGE 778. (APPLICABLE)
   f. RIGHT OF WAY TO DELMARVA POWER & LIGHT COMPANY RECORDED MAY 28, 1963 IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR NEW CASTLE COUNTY, DELAWARE IN DEED RECORD E, VOLUME 71, PAGE 34. (NOT APPLICABLE)
   g. RIGHT OF WAY TO DELMARVA POWER & LIGHT COMPANY AND THE DIAMOND STATE TELEPHONE COMPANY RECORDED AUGUST 23, 1977 IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR NEW CASTLE COUNTY, DELAWARE IN DEED RECORD V, VOLUME 97, PAGE 557.(NOT APPLICABLE)
   h. EASEMENT TO DELMARVA POWER & LIGHT COMPANY RECORDED MARCH 2, 1990 IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR NEW CASTLE COUNTY, DELAWARE IN DEED BOOK 1002, PAGE 66. (NOT APPLICABLE)
   i. UTILITY EASEMENT AGREEMENT TO DELMARVA POWER & LIGHT COMPANY RECORDED FEBRUARY 21, 1991 IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR NEW CASTLE COUNTY, DELAWARE IN DEED BOOK 1143, PAGE 0031. (NOT APPLICABLE)
   j. EASEMENT AGREEMENT RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR NEW CASTLE COUNTY, DELAWARE IN DEED RECORD G, VOLUME 74, PAGE 326. (NOT APPLICABLE)
   k. PERMANENT EASEMENT AGREEMENT RECORDED JUNE 10, 1980 IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR NEW CASTLE COUNTY, DELAWARE IN DEED BOOK 1045, PAGE 186. (NOT APPLICABLE)
   l. AGREEMENT WAIVE, TERMINATE AND EXTINGUISH RIGHT OF FIRST REFUSAL RECORDED MARCH 2, 2000 IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR NEW CASTLE COUNTY, DELAWARE IN DEED BOOK 2792, PAGE 7. (APPLICABLE)
   m. RIGHT OF WAY CONTAINED IN DEED RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR NEW CASTLE COUNTY, DELAWARE IN DEED RECORD W, VOLUME 90, PAGE 217. (NOT APPLICABLE)
   n. RIGHT OF WAY CONTAINED IN DEED RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR NEW CASTLE COUNTY, DELAWARE IN DEED BOOK 189, PAGE 140. (NOT APPLICABLE)
   o. PROPOSED FUTURE RIGHT–OF–WAY & DEVELOPMENT AGREEMENT RECORDED DECEMBER 11, 2018 IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR NEW CASTLE COUNTY, DELAWARE IN INSTRUMENT NO. 20181211–0067903. (NOT APPLICABLE)
   p. CERTIFIED ABSTRACT OF CONDEMNATION PROCEEDINGS RECORDED MARCH 14, 2013 IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR NEW CASTLE COUNTY, DELAWARE IN INSTRUMENT NO. 20130314–0016702. (APPLICABLE)
   q. CERTIFIED ABSTRACT OF CONDEMNATION PROCEEDINGS RECORDED FEBRUARY 4, 2014 IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR NEW CASTLE COUNTY, DELAWARE IN INSTRUMENT NO. 20140204–0004649. (APPLICABLE)
   r. MATTERS AS SET FORTH IN SUBDIVISION PLAT RECORDS D IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR NEW CASTLE COUNTY, DELAWARE IN MICROFILM NO. 3011. (APPLICABLE)
28. A LANDSCAPE PLAN, PREPARED BY LANGAN ENGINEERING, LAST DATED 11/4/2022 OR AS AMENDED AND APPROVED IN WRITING BY THE DEPARTMENT OF LAND USE, IS HEREBY CONSIDERED PAT OF THE RECORD PLAN.
29. THE DEVELOPER SHALL MAINTAIN THE RIGHT TO TRESPASS ON THE PROPERTY FOR A TIME PERIOD OF AT LEAST ONE YEAR AFTER THE LOT IS SOLD FOR PURPOSES OF COMPLETING THE OVERALL REQUIRED SITE DRAINAGE AND LANDSCAPING IMPROVEMENTS.
30. THE OWNER/DEVELOPER SHALL PAY, TO NEW CASTLE COUNTY, FUNDS FOR LONG TERM STORMWATER MAINTENANCE AND INSPECTION FUND PURSUANT TO SECTION 40.27.240 OF THE COUNTY CODE. THE FUNDS SHALL BE USED FOR THE COSTS ASSOCIATED WITH INSPECTIONS. AN AMOUNT OF $16,000 SHALL BE FUNDED PRIOR TO RECEIVING THE FIRST CERTIFICATE OF OCCUPANCY. THE DEPARTMENT OF LAND USES SHALL WITHHOLD THE ISSUANCE OF ANY CERTIFICATE OF OCCUPANCY UNTIL SATISFACTORY WRITTEN PROOF THAT THE FUNDS HAVE BEEN PAID TO NEW CASTLE COUNTY IS FURNISHED IN ACCORDANCE WITH THE REQUIREMENTS.
31. BUILDING PERMITS SHALL BE REVIEWED IN ACCORDANCE WITH THE STANDARDS OF SECTION 40.26.260 OF THE NEW CASTLE COUNTY CODE (NCCC). REFER TO THE ARCHITECTURAL NARRATIVE FROM MORRIS JAMES, LLP DATED SEPTEMBER 28, 2022 AND THE PROPOSED BUILDING RENDERINGS CONTAINED THEREIN.

NATURAL RESOURCE AREA IMPACT TABLE:

NATURAL RESOURCE	REQUIRED PROTECTION LEVEL	TOTAL AREA OF RESOURCE (AC)	REQUIRED PROTECTED LAND	PROPOSED DISTURBANCE	PROPOSED PROTECTED LAND
WETLAND	1.00	17.13 AC.	17.13 AC.	0.000 AC.	17.13 AC
RIPARIAN BUFFER	1.00	10.97 AC.	10.97 AC.	0.00AC.	10.97 AC
FLOODPLAIN	1.00	10.60 AC.	10.60 A.C	0.00 AC.	10.60 AC
FORESTS (YOUNG)	0.20	42.82 AC.	8.56 AC	8.79 AC.	34.03 AC
DRAINAGEWAY	0.0	4.92 AC.	0 AC.	4.92 AC.	0 AC.

DELDOT NOTES (REV. 03/21/2019):

1. ALL ENTRANCES SHALL CONFORM TO THE DELAWARE DEPARTMENT OF TRANSPORTATION'S (DELDOT'S) CURRENT STANDARDS AND REGULATIONS FOR SUBDIVISIONS STREETS AND STATE HIGHWAY ACCESS AND SHALL BE SUBJECT TO ITS APPROVAL.
2. NO LANDSCAPING SHALL BE ALLOWED WITHIN THE RIGHT–OF–WAY UNLESS THE PLANS ARE COMPLIANT WITH SECTION 3.7 OF THE DEVELOPMENT COORDINATION MANUAL.
3. SHRUBBERY, PLANTINGS, SIGNS AND/OR OTHER VISUAL BARRIERS THAT COULD OBSTRUCT THE SIGHT DISTANCE OF A DRIVER PREPARING TO ENTER THE ROADWAY ARE PROHIBITED WITHIN THE DEFINED DEPARTURE SIGHT TRIANGLE AREA ESTABLISHED ON THIS PLAN. IF THE ESTABLISHED DEPARTURE SIGHT TRIANGLE AREA IS OUTSIDE THE RIGHT–OF–WAY OR PROJECTS ONTO AN ADJACENT PROPERTY OWNER'S LAND, A SIGHT EASEMENT SHOULD BE ESTABLISHED AND RECORDED WITH ALL AFFECTED PROPERTY OWNERS TO MAINTAIN THE REQUIRED SIGHT DISTANCE.
4. UPON COMPLETION OF THE CONSTRUCTION OF THE SIDEWALK OR SHARED–USE PATH ACROSS THIS PROJECT'S FRONTAGE AND PHYSICAL CONNECTION TO ADJACENT EXISTING FACILITIES, THE DEVELOPER, THE PROPERTY OWNERS OR BOTH (DEPENDING ON BOTH) IN THIS PROJECT, SHALL BE RESPONSIBLE TO REMOVE ANY EXISTING ROAD TIE–IN CONNECTIONS LOCATED ALONG ADJACENT PROPERTIES, AND RESTORE THE AREA TO GRASS. SUCH ACTIONS SHALL BE COMPLETED AT DELDOT'S DISCRETION, AND IN CONFORMANCE WITH DELDOT DEVELOPMENT COORDINATION MANUAL.
5. PRIVATE STREETS CONSTRUCTED WITHIN THIS SUBDIVISION SHALL BE MAINTAINED BY THE DEVELOPER, THE PROPERTY OWNERS WITHIN THIS SUBDIVISION OR BOTH (TITLE 17 §131). DELDOT ASSUMES NO RESPONSIBILITIES FOR THE FUTURE MAINTENANCE OF THESE STREETS.
6. THE SIDEWALK AND SHARED–USE PATH SHALL BE THE RESPONSIBILITY OF THE DEVELOPER, THE PROPERTY OWNERS OR BOTH WITHIN THIS SUBDIVISION. THE STATE OF DELAWARE ASSUMES NO RESPONSIBILITY FOR THE FUTURE MAINTENANCE OF THE SIDEWALK AND/OR SHARED–USE PATH.
7. DRIVEWAYS WILL NOT BE PERMITTED TO BE PLACED AT CATCH BASIN LOCATIONS.
8. TO MINIMIZE RUTTING AND EROSION OF THE ROADSIDE DUE TO ON–STREET PARKING, DRIVEWAY AND BUILDING LAYOUTS MUST BE CONFIGURED TO ALLOW FOR VEHICLES TO BE STORED IN THE DRIVEWAY BEYOND THE RIGHT–OF–WAY, WITHOUT INTERFERING WITH SIDEWALK ACCESS AND CLEARANCE.
9. THE DEVELOPER SHALL BE REQUIRED TO FURNISH AND PLACE RIGHT–OF–WAY MONUMENTS IN ACCORDANCE WITH DELDOT'S DEVELOPMENT COORDINATION MANUAL.
10. THE DEVELOPER SHALL BE REQUIRED TO FURNISH AND PLACE RIGHT–OF–WAY MARKERS TO PROVIDE A PERMANENT REFERENCE FOR RE–ESTABLISHING THE RIGHT–OF–WAY AND PROPERTY CORNERS ON LOCAL AND HIGHER ORDER FRONTAGE ROADS. RIGHT–OF–WAY MARKERS SHALL BE SET AND/OR PLACED ALONG THE FRONTAGE ROAD RIGHT–OF–WAY AT PROPERTY CORNERS AND AT EACH CHANGE IN RIGHT–OF–WAY ALIGNMENT IN ACCORDANCE WITH SECTION 3.2.4.2 OF THE DEVELOPMENT COORDINATION MANUAL.
11. CONSTRUCTION WILL NOT BE PERMITTED UNTIL CONSTRUCTION PLANS HAVE BEEN APPROVED, SURETY HAS BEEN RECEIVED AND THE TRAFFIC SIGNAL AGREEMENT IS COMPLETE AT DELDOT'S DISCRETION. A TEMPORARY CONSTRUCTION ENTRANCE PERMIT MAY BE ISSUED FOR CLEARING, GRUBBING, TEMPORARY ENTRANCE CONSTRUCTION, BULK GRADING AND PERIMETER EROSION AND SEDIMENT CONTROLS UP TO THIRTY (30) DAYS PRIOR TO PLAN APPROVAL NO BUILDING CONSTRUCTION WILL BE PERMITTED UNDER A TEMPORARY ENTRANCE CONSTRUCTION PERMIT. IF PLAN APPROVAL IS NOT RECEIVED WITHIN THIRTY (30) CALENDAR DAYS, ALL CONSTRUCTION ACTIVITIES SHALL BE STOPPED. DELDOT WILL NOT PROVIDE A C/O APPROVAL FOR A COMMERCIAL ENTRANCE TO NCC UNTIL THE ENTRANCE(S) ARE COMPLETED TO THE SATISFACTION OF THE DEPARTMENT.
12. THIS COMMERCIAL PARCEL HAS DIRECT FRONTAGE ALONG 0 JAMISON CORNER ROAD, WHICH HAS A FUNCTIONAL CLASSIFICATION OF PRINCIPAL ARTERIAL/FREEWAY/INTERSTATE AS DEFINED BY THE STATE OF DELAWARE'S DEPARTMENT OF TRANSPORTATION. PER SECTION 3.6.1 OF THE DELDOT DEVELOPMENT COORDINATION MANUAL (DCM): IT IS THE DEVELOPER'S RESPONSIBILITY TO EVALUATE NOISE LEVELS AND THEIR IMPACTS ON PROPOSED DEVELOPMENT, FOR PROJECTS ADJACENT TO EXISTING TRANSPORTATION FACILITIES WITH THIS FUNCTIONAL CLASSIFICATION. ROADWAYS WITH THIS CLASSIFICATION CAN BE EXPECTED TO GENERATE ELEVATED LEVELS OF ROAD AND TRAFFIC RELATED NOISE, SIMILAR TO WHAT CAN BE EXPECTED IN URBAN AREAS. A DETAILED NOISE ANALYSIS PER DCM 3.6 IS TYPICALLY RECOMMENDED TO HELP GAUGE THE ACTUAL IMPACTS THAT ROADWAY RELATED NOISE MAY HAVE ON VARIOUS POTENTIAL LAND–USES (SUCH AS THOSE DESCRIBED IN DCM FIGURE 3.6.3–A: NOISE ABATEMENT CRITERIA). WITH THE INCLUSION OF THIS NOTE, THE DEVELOPER IS ACKNOWLEDGING THAT THE PROPOSED SITE AND/OR BUILDING LOCATION CAN BE EXPECTED TO EXCEED THE SPECIFIC MAXIMUM NOISE LEVELS FOR CERTAIN COMMERCIAL AND NON–RESIDENTIAL USES AS SHOWN IN DCM FIGURE 3.6.3–A. THE DEVELOPER'S WAIVER OF THE NOISE ANALYSIS AND REVIEW OF POTENTIAL NOISE MITIGATION MEASURES ARE SUPPORTED BY THE INFEASIBILITY OF APPLYING NOISE MITIGATION MEASURES, BASED ON ENGINEERING CONSIDERATIONS AND FACTORS THAT WOULD LIMIT THE ABILITY TO ACHIEVE SUBSTANTIAL NOISE REDUCTION, RELATED TO THE COMMERCIAL USE OF THE SITE AND/OR BUILDINGS. THIS WAIVER ACKNOWLEDGES THAT THE DECIBEL LEVEL FOR THIS PARCEL MAY EXCEED THE APPLICABLE LIMITS FOR SOME CURRENT OR FUTURE PROPOSED USES. THE USE OF THIS NOTE SIGNIFIES THE SUBDIVISION ENGINEER'S CONCURRENCE WITH WAIVING THE DEVELOPER'S COMPLETION OF A DETAILED NOISE STUDY AND SUBSEQUENT REVIEW OF RESULTING NOISE ABATEMENT FINDINGS OR MITIGATION MEASURES. ANY FUTURE COMPLAINTS RELATING TO EXISTING OR FUTURE NOISE LEVELS IMPACTING PROPOSED USES ON THIS SITE AND ALONG THIS EXISTING TRANSPORTATION FACILITY SHALL BE THE RESPONSIBILITY OF THE DEVELOPER OR LAND OWNER OR BOTH.
13. THE OWNER/DEVELOPER SHALL ENTER INTO THE SNCC TID INFRASTRUCTURE RECOUPMENT AGREEMENT, AND PAY THE TID FEE PRIOR TO ISSUANCE OF THE BUILDING PERMITS. CREDIT AGAINST TID FEES OWED FOR REQUIRED FRONTAGE IMPROVEMENTS WILL BE DETERMINED, DOCUMENTED, AND GRANTED, IN ACCORDANCE WITH THE TERMS OF THIS INFRASTRUCTURE RECOUPMENT AGREEMENT DATED 10/19/21 AND THE TRANSPORTATION IMPROVEMENT DISTRICT AND OFFSITE IMPROVEMENTS MEMORANDUM DATED 4/20/22. THIS DOCUMENT HAS BEEN RECORDED WITH NEW CASTLE COUNTY AND THE INSTRUMENT NUMBER IS 20211104–0127815.
   13.1. THE DEVELOPER SHALL IMPROVE THE STATE–MAINTAINED ROAD(S) ON WHICH THEY FRONT, WITHIN THE LIMITS OF THEIR FRONTAGE, TO MEET DELDOT'S STANDARDS FOR THEIR FUNCTIONAL CLASSIFICATION AS FOUND IN SECTION 1.1 OF THE DEVELOPMENT COORDINATION MANUAL AND ELSEWHERE THEREIN. THE IMPROVEMENTS SHALL INCLUDE BOTH DIRECTIONS OF TRAVEL, REGARDLESS OF WHETHER THE DEVELOPER'S LANDS ARE ON ONE OR BOTH SIDES OF THE ROAD. FRONTAGE IS DEFINED IN SECTION 1 OF THE DEVELOPMENT COORDINATION MANUAL, WHICH STATES 'THIS LENGTH INCLUDES THE LENGTH OF ROADWAY PERPENDICULAR TO LINES CREATED BY THE PROJECTION OF THE OUTSIDE PARCEL CORNERS TO THE ROADWAY.' QUESTIONS OR APPEALS OF THIS REQUIREMENT SHOULD BE DIRECTED TO THE DELDOT SUBDIVISION REVIEW COORDINATOR IN WHOSE AREA THE DEVELOPMENT IS LOCATED.
   13.2. THE DEVELOPER SHALL ENTER INTO A SIGNAL AGREEMENT WITH DELDOT FOR THE INTERSECTION OF THE NORTH MOST SITE ENTRANCE/SCOTT RUN COMMERCE CENTER NORTH ENTRANCE AND JAMISON CORNER ROAD (NEW CASTLE ROAD 413). THE DEVELOPER SHOULD DISCUSS THE DETAILS OF THIS AGREEMENT WITH DELDOT'S TRAFFIC SECTION.
   13.3. THE DEVELOPER SHALL ENTER INTO A SIGNAL AGREEMENT WITH DELDOT FOR THE INTERSECTION OF THE SOUTH MOST SITE ENTRANCE/SCOTT RUN COMMERCE CENTER SOUTH ENTRANCE AND JAMISON CORNER ROAD (NEW CASTLE ROAD 413). THE DEVELOPER SHOULD DISCUSS THE DETAILS OF THIS AGREEMENT WITH DELDOT'S TRAFFIC SECTION.
14. DATUM/BENCHMARK: NAVD88 BENCHMARK IS CONCRETE MONUMENT SET IN THE RIGHT OF WAY FOR JAMISON CORNER ROAD ON THE NORTH EAST SIDE OF THE SUBJECT PROPERTY AT ELEVATION 68.87.
15. AS OF 08/12/2022, DELDOT PDCA SHOWS NO EXISTING BMPS WITHIN DELDOT ROW.

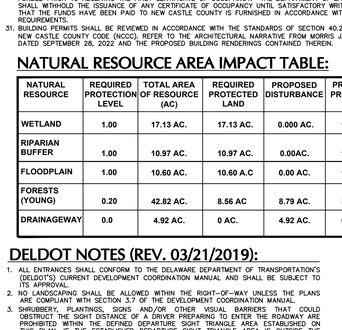


(SCALE 1"=1,000')

PHASING

NOTE: PHASES MAY RUN CONCURRENTLY BUT CERTAIN AREAS SHALL BE AT 100% COMPLETION PRIOR TO CERTIFICATE OF OCCUPANCIES AS DESCRIBED BELOW.

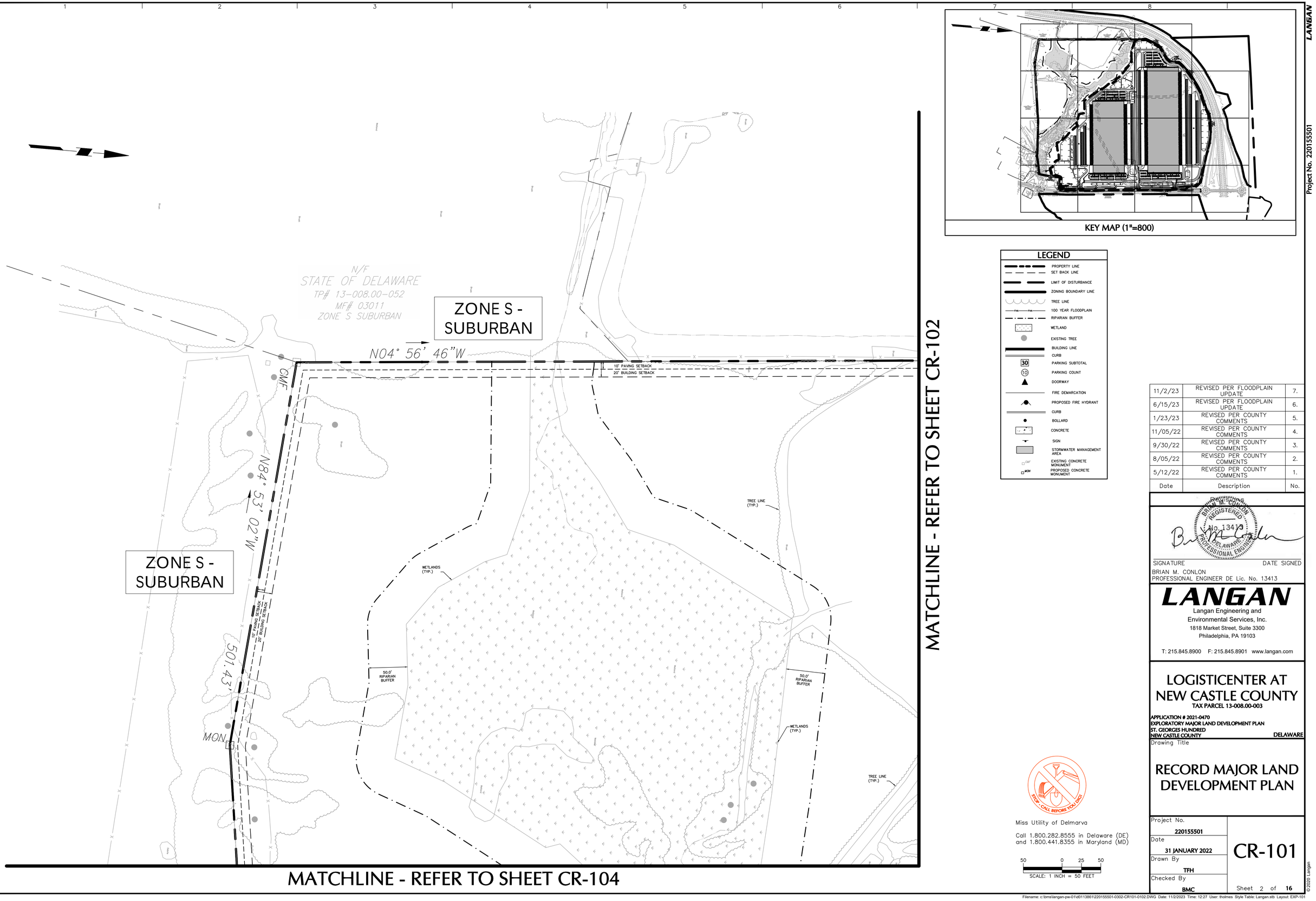
1. PHASE 1 INCLUDES THE COMMENCEMENT OF CONSTRUCTION OF ALL ON–SITE IMPROVEMENTS INCLUDING THE PROPOSED STORMWATER MANAGEMENT FACILITIES, SITEWORK, UTILITIES, LANDSCAPING AND LIGHTING. PORTIONS OF THE SITE AROUND THE PERIMETERS OF THE BUILDINGS WILL BE USED FOR BUILDING CONSTRUCTION STAGING AND WILL BE BROUGHT TO SUBGRADE ELEVATION, STONED AND STABILIZED. THESE AREAS MAY NOT BE FULLY COMPLETED (FINAL PAVING, LANDSCAPING, AND STRIPING) UNTIL NEAR THE END OF BUILDING CONSTRUCTION. ALL FINAL PAVING, LANDSCAPING AND STRIPING WILL BE COMPLETED PRIOR TO CERTIFICATE OF OCCUPANCY AND THE AREA FOR EACH BUILDING IS SHOWN IN SUBSET PHASE 1A AND 1B.
2. PHASE 1A REPRESENTS THE AREAS THAT WILL BE AT FINAL COMPLETION PRIOR TO CERTIFICATE OF OCCUPANCY FOR BUILDING 1.
3. PHASE 1B REPRESENTS THE AREAS THAT WILL BE AT FINAL COMPLETION PRIOR TO CERTIFICATE OF OCCUPANCY FOR BUILDING 2.
4. PHASE 2 INCLUDES THE CONSTRUCTION OF THE PROPOSED BUILDING 1, ALL PHASE 1A SITEWORK SHALL BE COMPLETED PRIOR TO CERTIFICATE OF OCCUPANCY.
5. PHASE 3 INCLUDES THE CONSTRUCTION OF THE PROPOSED BUILDING 2, ALL PHASE 1B SITEWORK SHALL BE COMPLETED PRIOR TO CERTIFICATE OF OCCUPANCY.



Miss Utility of Delmarva
1.800.282.8555 in Delaware
1.800.441.8355 in Maryland

MAP: ZONING MAP NO.83

LOCATION MA



KEY MAP (1"=800)

LEGEND

- PROPERTY LINE
- SET BACK LINE
- LIMIT OF DISTURBANCE
- ZONING BOUNDARY LINE
- TREE LINE
- 100 YEAR FLOODPLAIN
- RIPARIAN BUFFER
- WETLAND
- EXISTING TREE
- BUILDING LINE
- CURB
- 30 PARKING SUBTOTAL
- (10) PARKING COUNT
- DOORWAY
- FIRE DEMARCATION
- PROPOSED FIRE HYDRANT
- CURB
- BOLLARD
- CONCRETE
- SIGN
- STORMWATER MANAGEMENT AREA
- EXISTING CONCRETE MONUMENT
- MON PROPOSED CONCRETE MONUMENT

Date	Description	No.
11/2/23	REVISED PER FLOODPLAIN UPDATE	7.
6/15/23	REVISED PER FLOODPLAIN UPDATE	6.
1/23/23	REVISED PER COUNTY COMMENTS	5.
11/05/22	REVISED PER COUNTY COMMENTS	4.
9/30/22	REVISED PER COUNTY COMMENTS	3.
8/05/22	REVISED PER COUNTY COMMENTS	2.
5/12/22	REVISED PER COUNTY COMMENTS	1.

BRIAN M. CONLON REGISTERED No. 13413 DELAWARE PROFESSIONAL ENGINEER

SIGNATURE DATE SIGNED

BRIAN M. CONLON
PROFESSIONAL ENGINEER DE Lic. No. 13413

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LOGISTICENTER AT NEW CASTLE COUNTY

TAX PARCEL 13-008.00-003

APPLICATION # 2021-0470
EXPLORATORY MAJOR LAND DEVELOPMENT PLAN
ST. GEORGES HUNDRED
NEW CASTLE COUNTY **DELAWARE**

Drawing Title

RECORD MAJOR LAND DEVELOPMENT PLAN

Miss Utility of Delmarva

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SCALE: 1 INCH = 50 FEET

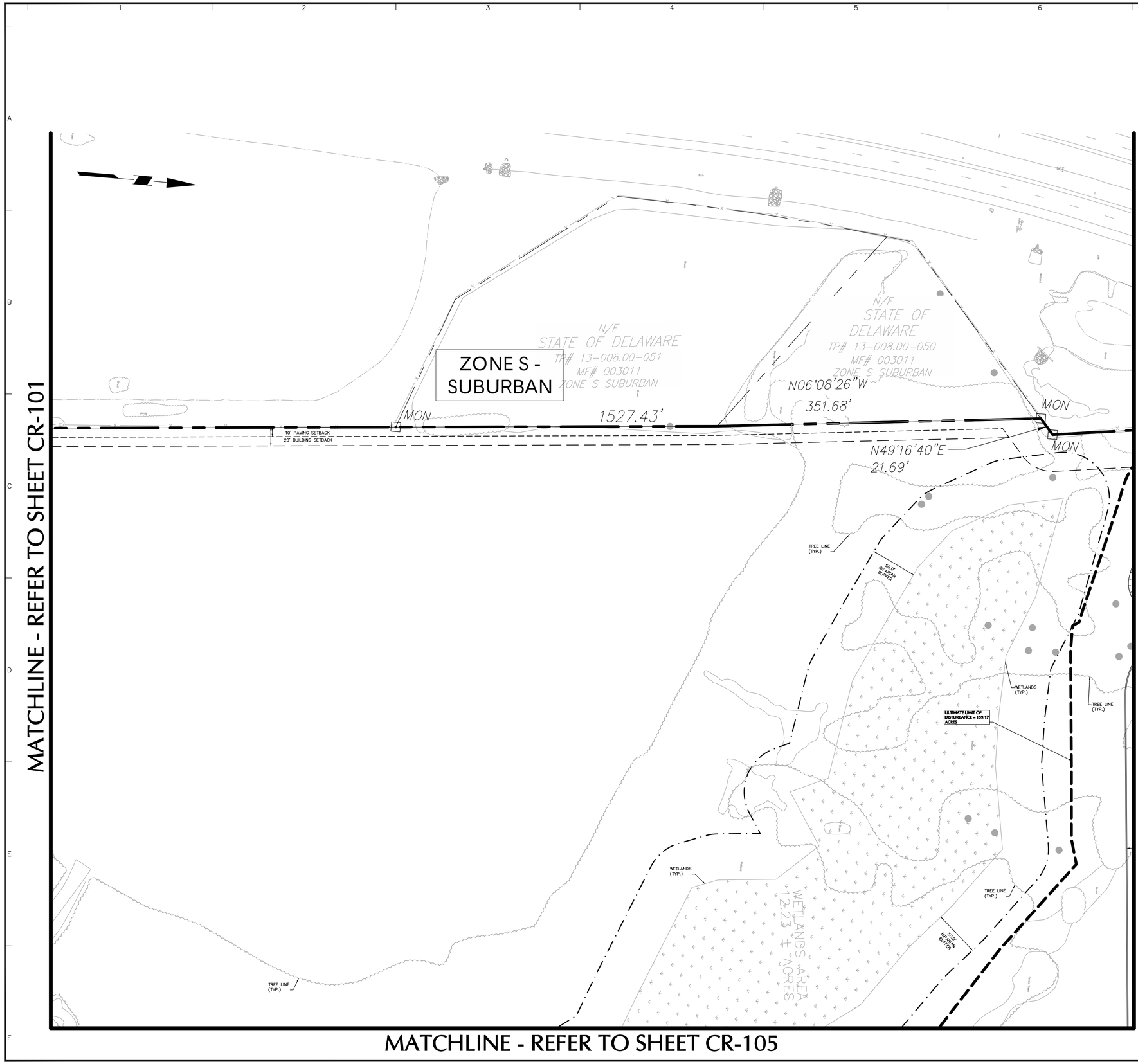
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CR-101

Sheet 2 of 16

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KEY MAP (1"=800)

LEGEND

- PROPERTY LINE
- SET BACK LINE
- LIMIT OF DISTURBANCE
- ZONING BOUNDARY LINE
- TREE LINE
- 100 YEAR FLOODPLAIN
- RIPARIAN BUFFER
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No.	Description	Date
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6.	REVISED PER FLOODPLAIN UPDATE	6/15/23
5.	REVISED PER COUNTY COMMENTS	1/23/23
4.	REVISED PER COUNTY COMMENTS	11/05/22
3.	REVISED PER COUNTY COMMENTS	9/30/22
2.	REVISED PER COUNTY COMMENTS	8/05/22
1.	REVISED PER COUNTY COMMENTS	5/12/22

REVISIONS

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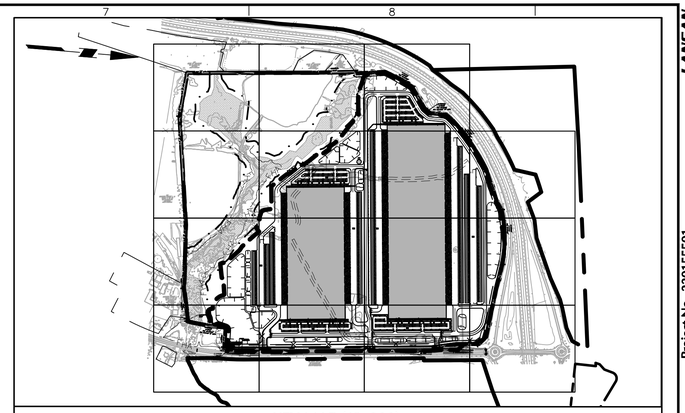
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KEY MAP (1"=800)

LEGEND

- PROPERTY LINE
- SET BACK LINE
- LIMIT OF DISTURBANCE
- ZONING BOUNDARY LINE
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- CURB
- BOLLARD
- CONCRETE
- SIGN
- STORMWATER MANAGEMENT AREA
- EXISTING CONCRETE MONUMENT
- PROPOSED CONCRETE MONUMENT

MATCHLINE - REFER TO SHEET CR-102

ZONE S - SUBURBAN

STORMWATER MANAGEMENT AREA 8 (1.4 ACRES)

N07°52'28"W 322.40'

R=2350.00'
L=344.01'
Chd L9=343.70'
Chd Bng=N24° 19' 02"E

40.0' BUILDING SETBACK
40.0' PARKING SETBACK

MON

ULTIMATE LIMIT OF DISTURBANCE = 159.17 ACRES

ZONE BP - BUSINESS PARK

N54°59'40"E 277.69'

R=2240.00'
L=84.38'
Chd L9=84.38'
Chd Bng=N35° 57' 38"E

MON

MON N00°08'17"E 183.82'

MON N38°52'27"E 297.74'

CMF

Chd B

L=

ASPHALT PAVEMENT

304

9' X 18' VEHICLE PARKING STALLS (TYP.)

FIRE LANE

DOUBLE YELLOW STRIPING (TYP.)

6" CONCRETE CURB (TYP.)

TREE LINE (TYP.)

PROPOSED 6" CURB (TYP.)

ADA RAMP (TYP.)

5' WIDE CONCRETE SIDEWALK (TYP.)

PAINTED CROSSWALK

BIKE RACKS

15' WIDE CONCRETE SIDEWALK (TYP.)

BOLLARD (TYP.)
FIRE HYDRANT (TYP.)

650.0'

MATCHLINE - REFER TO SHEET CR-106

No.	Date	Description
7.	11/2/23	REVISED PER FLOODPLAIN UPDATE
6.	6/15/23	REVISED PER FLOODPLAIN UPDATE
5.	1/23/23	REVISED PER COUNTY COMMENTS
4.	11/05/22	REVISED PER COUNTY COMMENTS
3.	9/30/22	REVISED PER COUNTY COMMENTS
2.	8/05/22	REVISED PER COUNTY COMMENTS
1.	5/12/22	REVISED PER COUNTY COMMENTS

REVISIONS

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SIGNATURE DATE SIGNED

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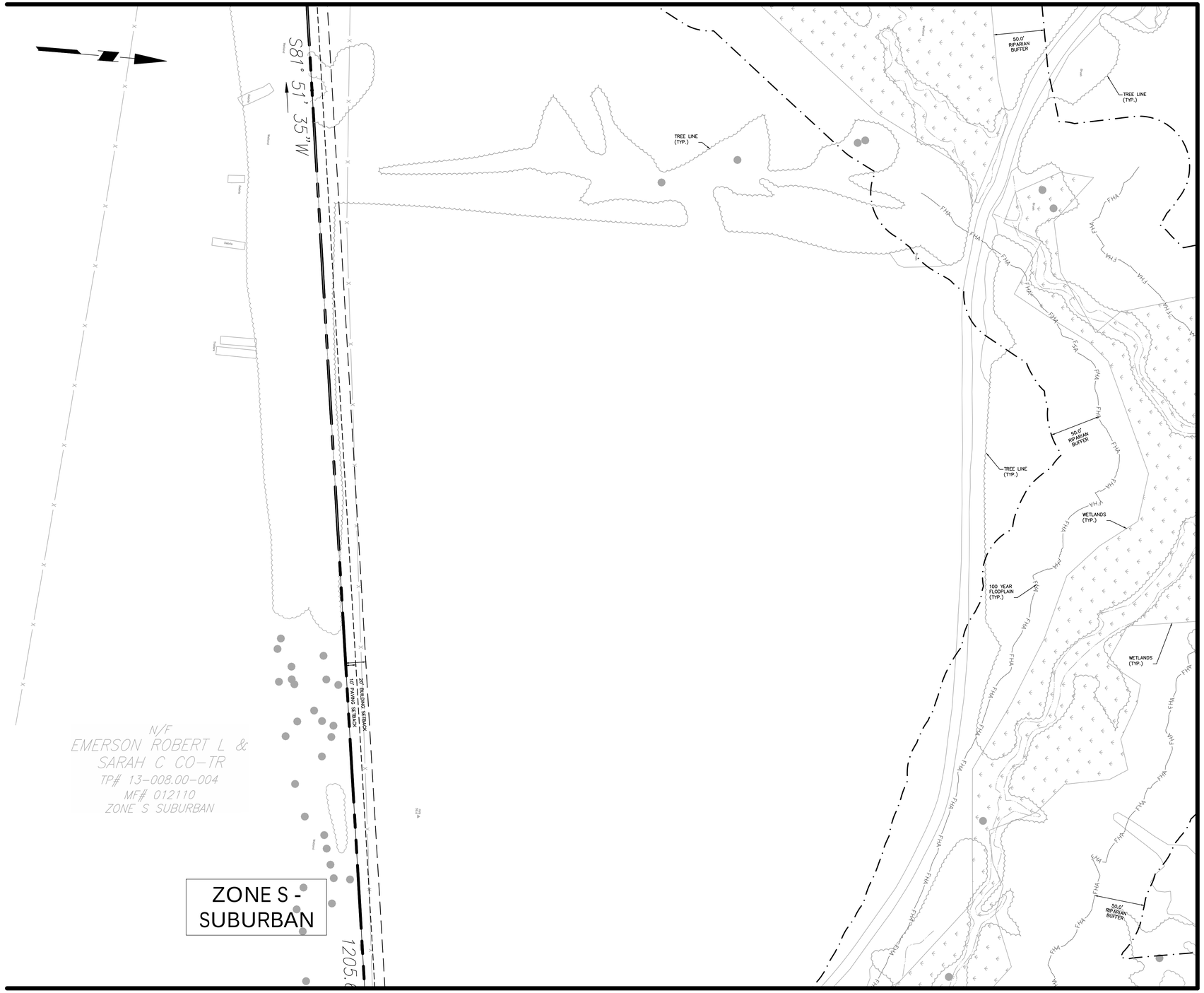
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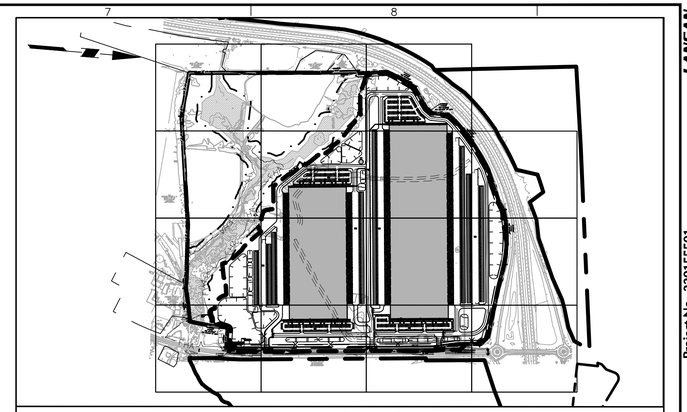
LANGAN Project No. 220155501

MATCHLINE - REFER TO SHEET CR-101



MATCHLINE - REFER TO SHEET CR-105

MATCHLINE - REFER TO SHEET CR-108



KEY MAP (1"=800)

LEGEND

- PROPERTY LINE
- SET BACK LINE
- LIMIT OF DISTURBANCE
- ZONING BOUNDARY LINE
- TREE LINE
- 100 YEAR FLOODPLAIN
- RIPARIAN BUFFER
- WETLAND
- EXISTING TREE
- BUILDING LINE
- CURB
- PARKING SUBTOTAL (30)
- PARKING COUNT (10)
- DOORWAY
- FIRE DEMARCATION
- PROPOSED FIRE HYDRANT
- CURB
- BOLLARD
- CONCRETE
- SIGN
- STORMWATER MANAGEMENT AREA
- EXISTING CONCRETE MONUMENT (CMF)
- PROPOSED CONCRETE MONUMENT (MON)

Date	Description	No.
11/2/23	REVISED PER FLOODPLAIN UPDATE	7.
6/15/23	REVISED PER FLOODPLAIN UPDATE	6.
1/23/23	REVISED PER COUNTY COMMENTS	5.
11/05/22	REVISED PER COUNTY COMMENTS	4.
9/30/22	REVISED PER COUNTY COMMENTS	3.
8/05/22	REVISED PER COUNTY COMMENTS	2.
5/12/22	REVISED PER COUNTY COMMENTS	1.

REVISIONS

BRIAN M. CONLON REGISTERED No. 13413 PROFESSIONAL ENGINEER DELAWARE

SIGNATURE DATE SIGNED

BRIAN M. CONLON
PROFESSIONAL ENGINEER DE Lic. No. 13413

LANGAN
Langan Engineering and Environmental Services, Inc.
1818 Market Street, Suite 3300
Philadelphia, PA 19103
T: 215.845.8900 F: 215.845.8901 www.langan.com

LOGISTICENTER AT NEW CASTLE COUNTY

TAX PARCEL 13-008.00-003

APPLICATION # 2021-0470
EXPLORATORY MAJOR LAND DEVELOPMENT PLAN
ST. GEORGES HUNDRED
NEW CASTLE COUNTY **DELAWARE**

Drawing Title

RECORD MAJOR LAND DEVELOPMENT PLAN

Miss Utility of Delmarva

Call 1.800.282.8555 in Delaware (DE) and 1.800.441.8355 in Maryland (MD)

STOP! "CALL BEFORE YOU DIG!"

SCALE: 1 INCH = 50 FEET (50 0 25 50)

Project No.	220155501
Date	31 JANUARY 2022
Drawn By	TFH
Checked By	BMC

CR-104

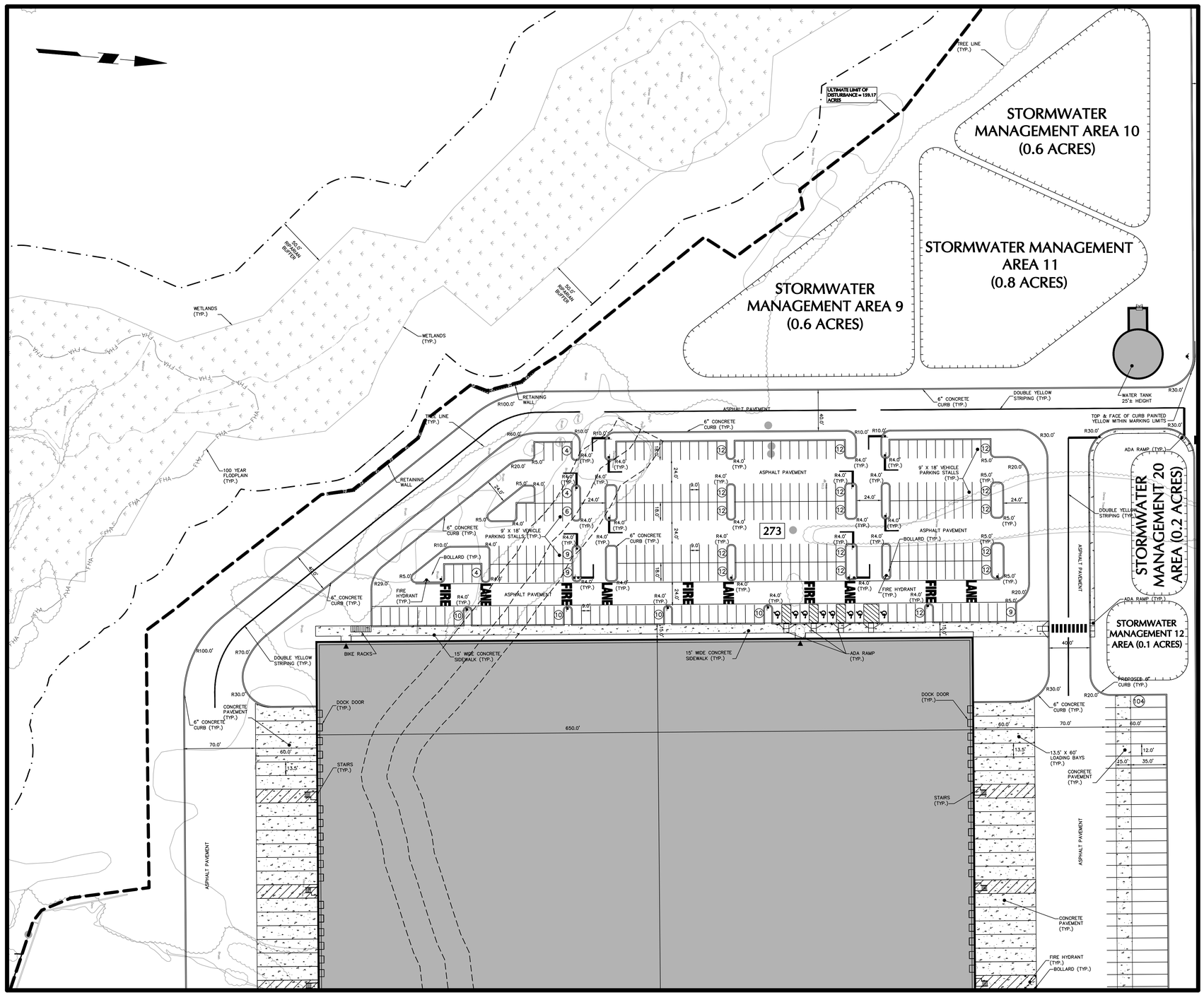
Sheet 5 of 16

LANGAN

Project No. 220155501

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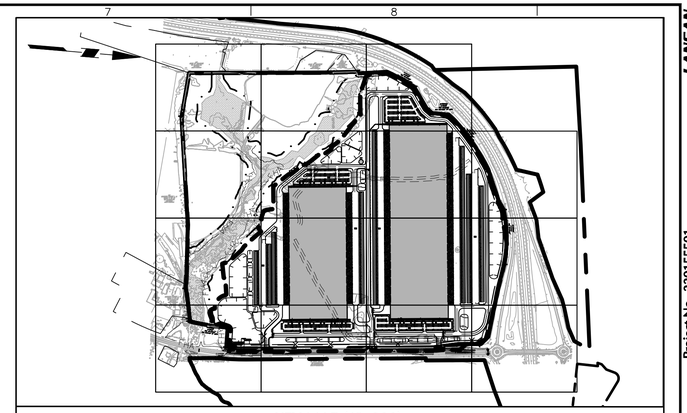
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MATCHLINE - REFER TO SHEET CR-104

MATCHLINE - REFER TO SHEET CR-106

MATCHLINE - REFER TO SHEET CR-109



KEY MAP (1"=800)

LEGEND

- PROPERTY LINE
- SET BACK LINE
- LIMIT OF DISTURBANCE
- ZONING BOUNDARY LINE
- TREE LINE
- 100 YEAR FLOODPLAIN
- RIPARIAN BUFFER
- WETLAND
- EXISTING TREE
- BUILDING LINE
- CURB
- PARKING SUBTOTAL
- PARKING COUNT
- DOORWAY
- FIRE DEMARCATION
- PROPOSED FIRE HYDRANT
- CURB
- BOLLARD
- CONCRETE
- SIGN
- STORMWATER MANAGEMENT AREA
- EXISTING CONCRETE MONUMENT
- PROPOSED CONCRETE MONUMENT

No.	Date	Description
7.	11/2/23	REVISED PER FLOODPLAIN UPDATE
6.	6/15/23	REVISED PER FLOODPLAIN UPDATE
5.	1/23/23	REVISED PER COUNTY COMMENTS
4.	11/05/22	REVISED PER COUNTY COMMENTS
3.	9/30/22	REVISED PER COUNTY COMMENTS
2.	8/05/22	REVISED PER COUNTY COMMENTS
1.	5/12/22	REVISED PER COUNTY COMMENTS

REVISIONS

BRIAN M. CONLON REGISTERED No. 13413 PROFESSIONAL ENGINEER STATE OF DELAWARE

SIGNATURE DATE SIGNED

BRIAN M. CONLON
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APPLICATION # 2021-0470
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ST. GEORGES HUNDRED
NEW CASTLE COUNTY **DELAWARE**

Drawing Title

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Miss Utility of Delmarva
Call 1.800.282.8555 in Delaware (DE) and 1.800.441.8355 in Maryland (MD)

SCALE: 1 INCH = 50 FEET

Project No.	220155501
Date	31 JANUARY 2022
Drawn By	TFH
Checked By	BMC

CR-105

Sheet 6 of 16

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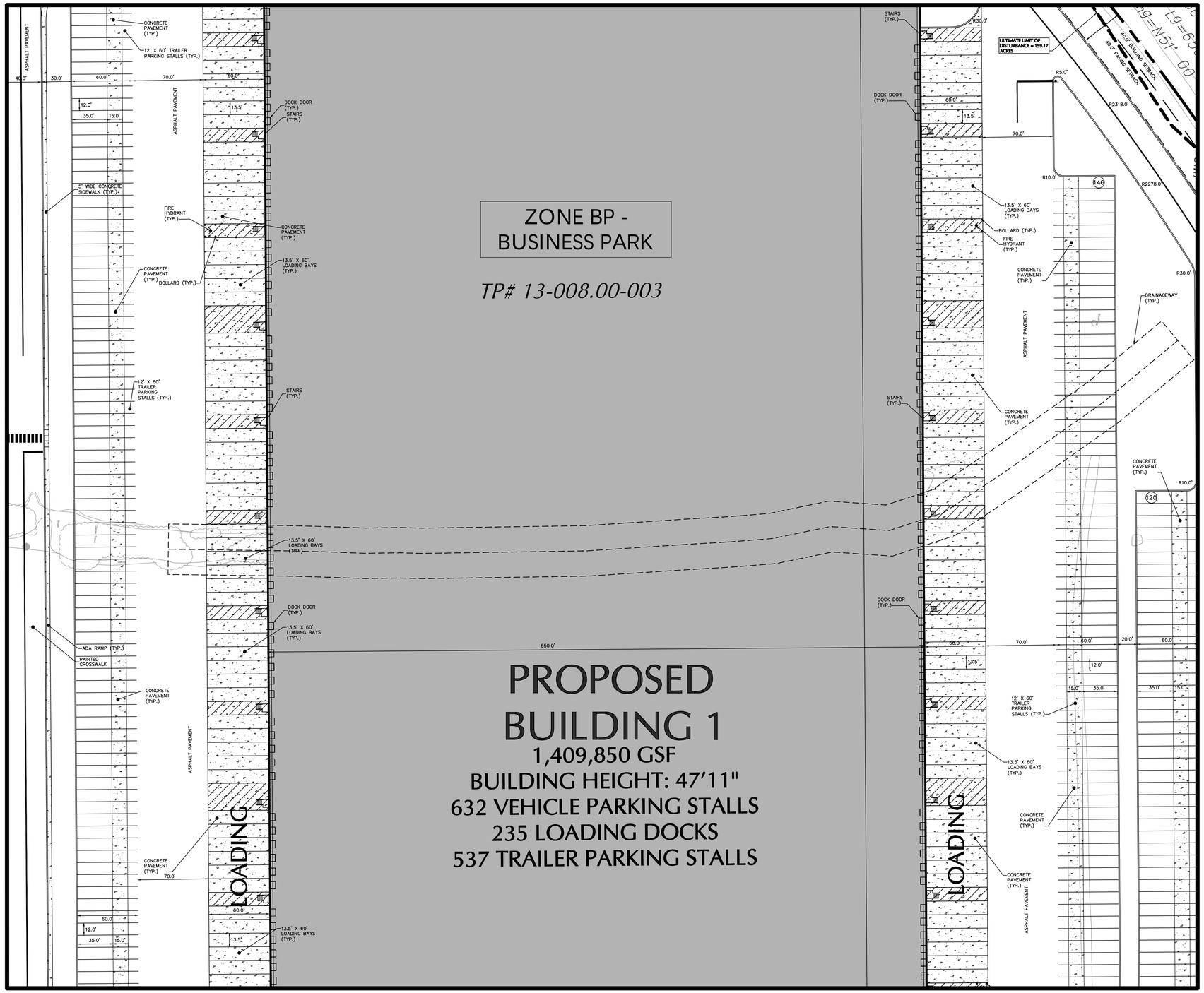
Project No. 220155501

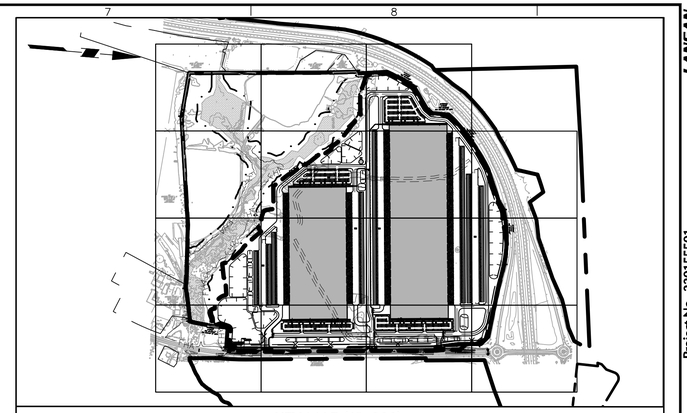
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MATCHLINE - REFER TO SHEET CR-105

MATCHLINE - REFER TO SHEET CR-107

MATCHLINE - REFER TO SHEET CR-110





LEGEND

- PROPERTY LINE
- SET BACK LINE
- LIMIT OF DISTURBANCE
- ZONING BOUNDARY LINE
- TREE LINE
- 100 YEAR FLOODPLAIN
- RIPARIAN BUFFER
- WETLAND
- EXISTING TREE
- BUILDING LINE
- CURB
- PARKING SUBTOTAL
- PARKING COUNT
- DOORWAY
- FIRE DEMARCATION
- PROPOSED FIRE HYDRANT
- CURB
- BOLLARD
- CONCRETE
- SIGN
- STORMWATER MANAGEMENT AREA
- EXISTING CONCRETE MONUMENT
- PROPOSED CONCRETE MONUMENT

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9/30/22	REVISED PER COUNTY COMMENTS	3.
8/05/22	REVISED PER COUNTY COMMENTS	2.
5/12/22	REVISED PER COUNTY COMMENTS	1.

BRIAN M. CONLON REGISTERED No. 13413 PROFESSIONAL ENGINEER DELAWARE

SIGNATURE DATE SIGNED

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TAX PARCEL 13-008.00-003

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EXPLORATORY MAJOR LAND DEVELOPMENT PLAN
ST. GEORGES HUNDRED
NEW CASTLE COUNTY **DELAWARE**

Drawing Title

RECORD MAJOR LAND DEVELOPMENT PLAN

Miss Utility of Delmarva

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50 0 25 50
SCALE: 1 INCH = 50 FEET

Project No.	220155501
Date	31 JANUARY 2022
Drawn By	TFH
Checked By	BMC

CR-106

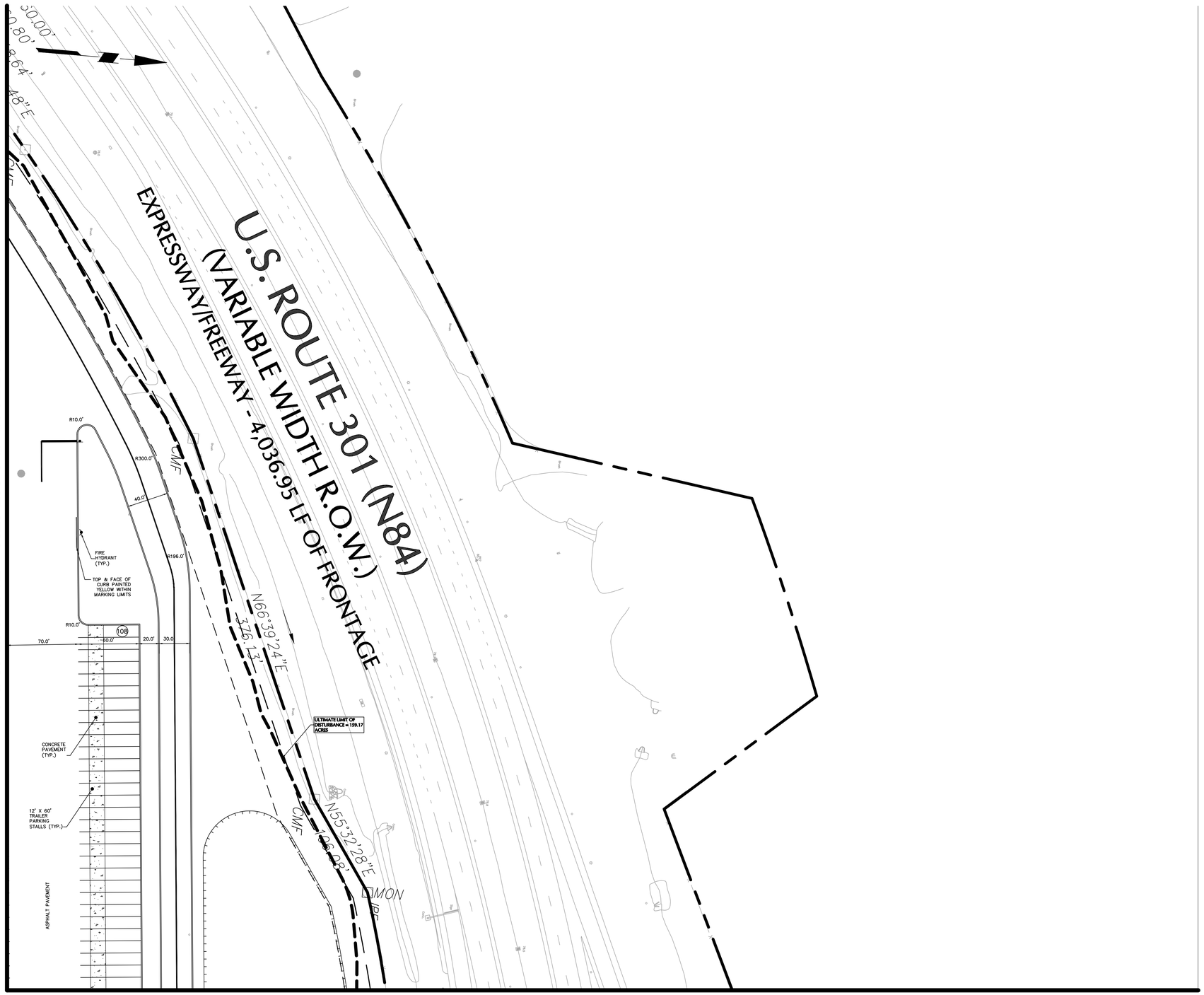
Sheet 7 of 16

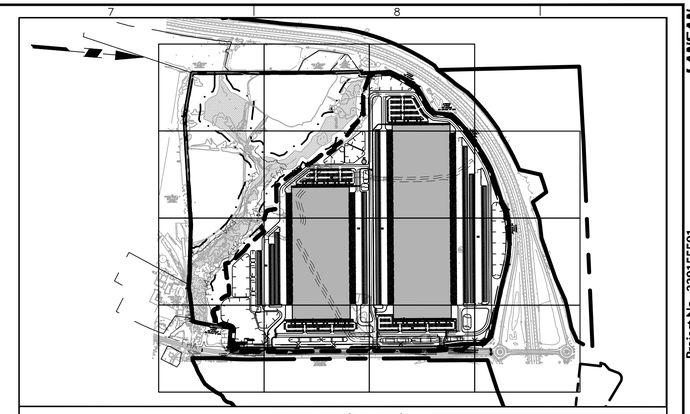
Project No. 220155501

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KEY MAP (1"=800)

LEGEND

- PROPERTY LINE
- SET BACK LINE
- LIMIT OF DISTURBANCE
- ZONING BOUNDARY LINE
- TREE LINE
- 100 YEAR FLOODPLAIN
- RIPARIAN BUFFER
- WETLAND
- EXISTING TREE
- BUILDING LINE
- CURB
- PARKING SUBTOTAL (30)
- PARKING COUNT (10)
- DOORWAY
- FIRE DEMARCATION
- PROPOSED FIRE HYDRANT
- CURB
- BOLLARD
- CONCRETE
- SIGN
- STORMWATER MANAGEMENT AREA
- EXISTING CONCRETE MONUMENT (CMF)
- PROPOSED CONCRETE MONUMENT (MON)

Date	Description	No.
11/2/23	REVISED PER FLOODPLAIN UPDATE	7.
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11/05/22	REVISED PER COUNTY COMMENTS	4.
9/30/22	REVISED PER COUNTY COMMENTS	3.
8/05/22	REVISED PER COUNTY COMMENTS	2.
5/12/22	REVISED PER COUNTY COMMENTS	1.

REVISIONS

BRIAN M. CONLON REGISTERED No. 13413 PROFESSIONAL ENGINEER STATE OF DELAWARE

SIGNATURE DATE SIGNED

BRIAN M. CONLON
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LOGISTICENTER AT NEW CASTLE COUNTY

TAX PARCEL 13-008.00-003

APPLICATION # 2021-0470
EXPLORATORY MAJOR LAND DEVELOPMENT PLAN
ST. GEORGES HUNDRED
NEW CASTLE COUNTY **DELAWARE**

Drawing Title

RECORD MAJOR LAND DEVELOPMENT PLAN

Miss Utility of Delmarva

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SCALE: 1 INCH = 50 FEET

Project No.	220155501
Date	31 JANUARY 2022
Drawn By	TFH
Checked By	BMC

CR-107

Sheet 8 of 16

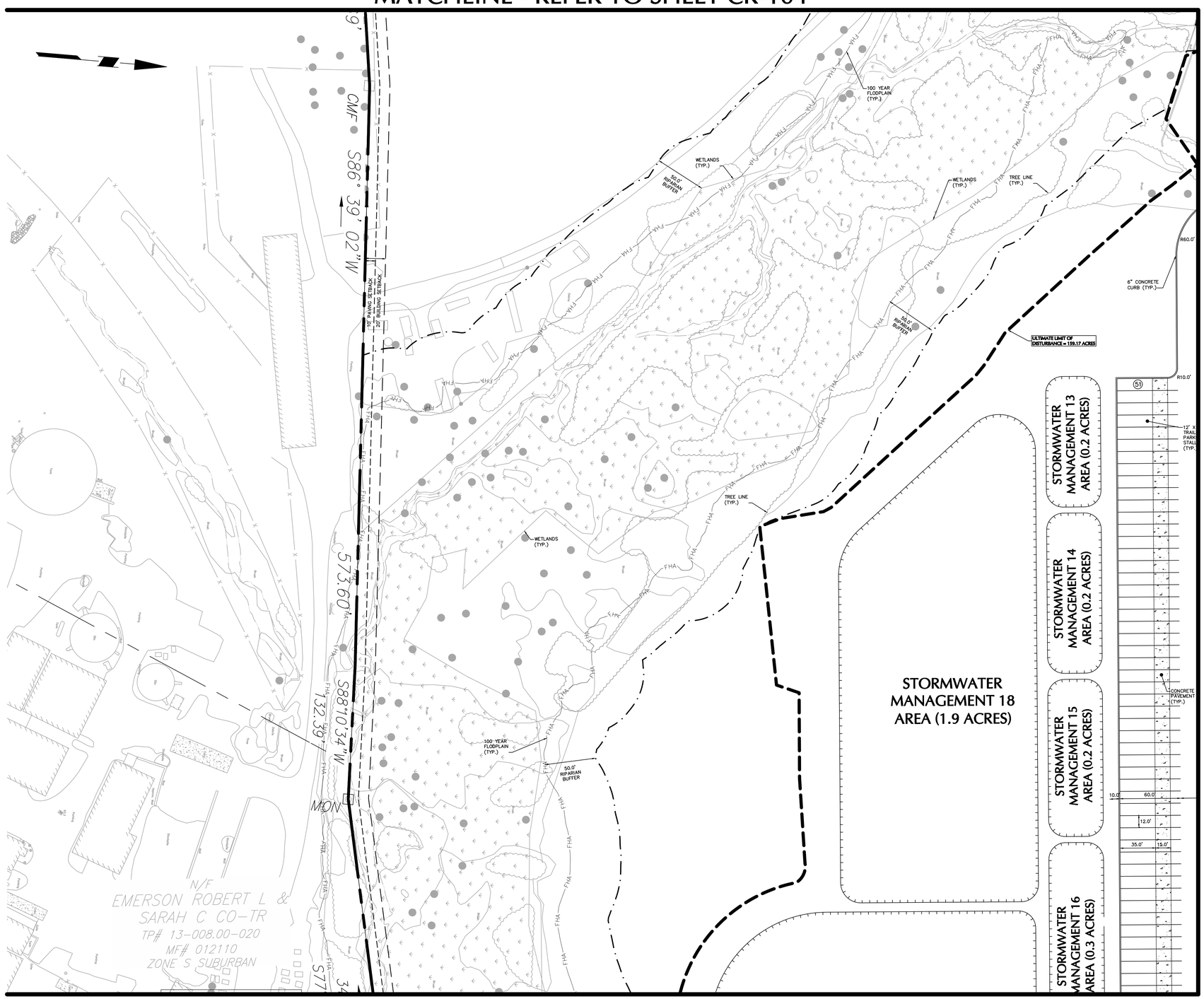
LANGAN

Project No. 220155501

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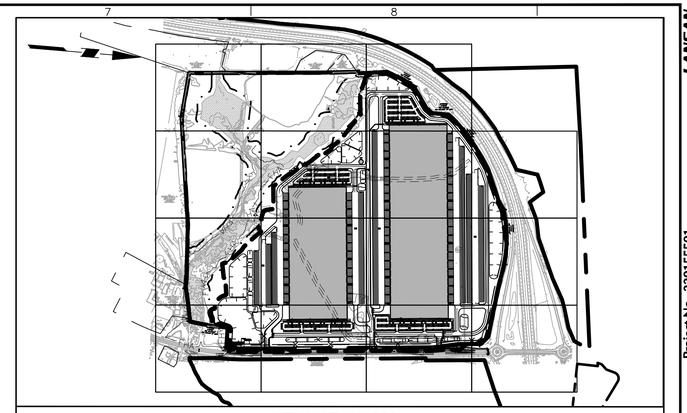
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MATCHLINE - REFER TO SHEET CR-104



MATCHLINE - REFER TO SHEET CR-109

MATCHLINE - REFER TO SHEET CR-112



KEY MAP (1"=800)

LEGEND

- PROPERTY LINE
- SET BACK LINE
- LIMIT OF DISTURBANCE
- ZONING BOUNDARY LINE
- TREE LINE
- FHA FHA 100 YEAR FLOODPLAIN
- RIPARIAN BUFFER
- WETLAND
- EXISTING TREE
- BUILDING LINE
- CURB
- 30 PARKING SUBTOTAL
- (10) PARKING COUNT
- DOORWAY
- FIRE DEMARCATION
- PROPOSED FIRE HYDRANT
- CURB
- BOLLARD
- CONCRETE
- SIGN
- STORMWATER MANAGEMENT AREA
- EXISTING CONCRETE MONUMENT
- MON PROPOSED CONCRETE MONUMENT

Date	Description	No.
11/2/23	REVISED PER FLOODPLAIN UPDATE	7.
6/15/23	REVISED PER FLOODPLAIN UPDATE	6.
1/23/23	REVISED PER COUNTY COMMENTS	5.
11/05/22	REVISED PER COUNTY COMMENTS	4.
9/30/22	REVISED PER COUNTY COMMENTS	3.
8/05/22	REVISED PER COUNTY COMMENTS	2.
5/12/22	REVISED PER COUNTY COMMENTS	1.

BRIAN M. CONLON REGISTERED No. 13413 DELAWARE PROFESSIONAL ENGINEER

SIGNATURE DATE SIGNED

BRIAN M. CONLON
PROFESSIONAL ENGINEER DE Lic. No. 13413

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LOGISTICENTER AT NEW CASTLE COUNTY

TAX PARCEL 13-008.00-003

APPLICATION # 2021-0470
EXPLORATORY MAJOR LAND DEVELOPMENT PLAN
ST. GEORGES HUNDRED
NEW CASTLE COUNTY **DELAWARE**

Drawing Title

RECORD MAJOR LAND DEVELOPMENT PLAN

Miss Utility of Delmarva

Call 1.800.282.8555 in Delaware (DE) and 1.800.441.8355 in Maryland (MD)

50 0 25 50
SCALE: 1 INCH = 50 FEET

Project No.	220155501
Date	31 JANUARY 2022
Drawn By	TFH
Checked By	BMC

CR-108

Sheet 9 of 16

LANGAN

Project No. 220155501

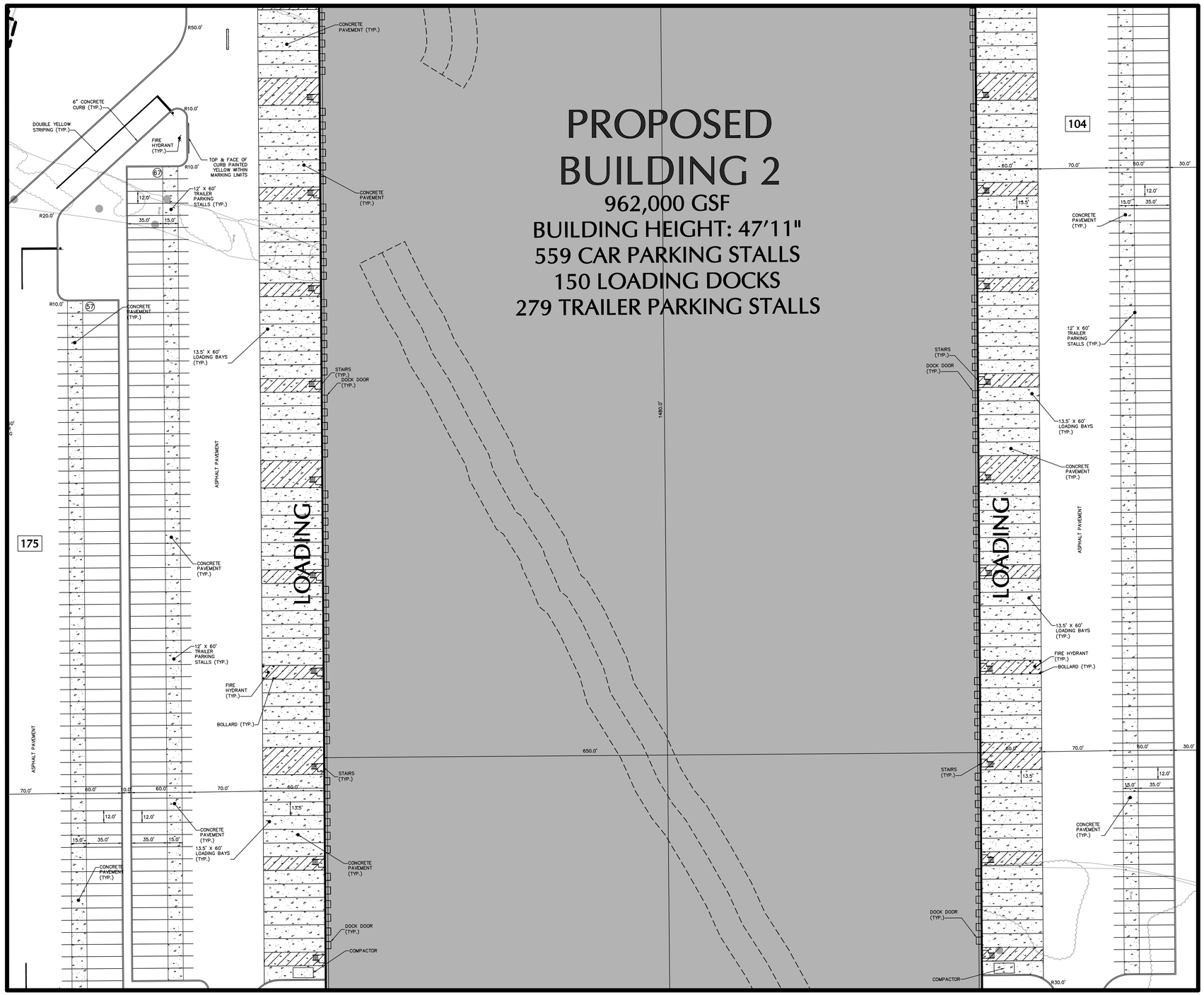
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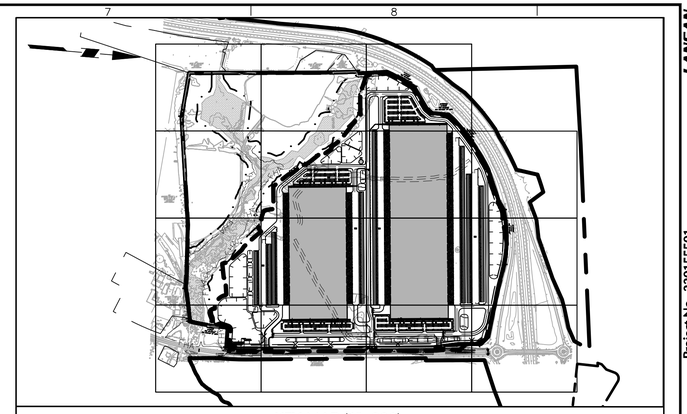
MATCHLINE - REFER TO SHEET CR-105

MATCHLINE - REFER TO SHEET CR-108

MATCHLINE - REFER TO SHEET CR-110

MATCHLINE - REFER TO SHEET CR-113





LEGEND

- PROPERTY LINE
- SET BACK LINE
- LIMIT OF DISTURBANCE
- ZONING BOUNDARY LINE
- TREE LINE
- 100 YEAR FLOODPLAIN
- RIPARIAN BUFFER
- WETLAND
- EXISTING TREE
- BUILDING LINE
- CURB
- PARKING SUBTOTAL
- PARKING COUNT
- DOORWAY
- FIRE DEMARCATION
- PROPOSED FIRE HYDRANT
- CURB
- BOLLARD
- CONCRETE
- SIGN
- STORMWATER MANAGEMENT AREA
- EXISTING CONCRETE MONUMENT
- PROPOSED CONCRETE MONUMENT

No.	Description	Date
7.	REVISED PER FLOODPLAIN UPDATE	11/2/23
6.	REVISED PER FLOODPLAIN UPDATE	6/15/23
5.	REVISED PER COUNTY COMMENTS	1/23/23
4.	REVISED PER COUNTY COMMENTS	11/05/22
3.	REVISED PER COUNTY COMMENTS	9/30/22
2.	REVISED PER COUNTY COMMENTS	8/05/22
1.	REVISED PER COUNTY COMMENTS	5/12/22

BRIAN M. CONLON REGISTERED No. 13413 DELAWARE PROFESSIONAL ENGINEER

SIGNATURE DATE SIGNED

BRIAN M. CONLON
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TAX PARCEL 13-008.00-003

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EXPLORATORY MAJOR LAND DEVELOPMENT PLAN
ST. GEORGES HUNDRED
NEW CASTLE COUNTY **DELAWARE**

Drawing Title

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SCALE: 1 INCH = 50 FEET

Project No.	220155501
Date	31 JANUARY 2022
Drawn By	TFH
Checked By	BMC

CR-109

Sheet 10 of 16

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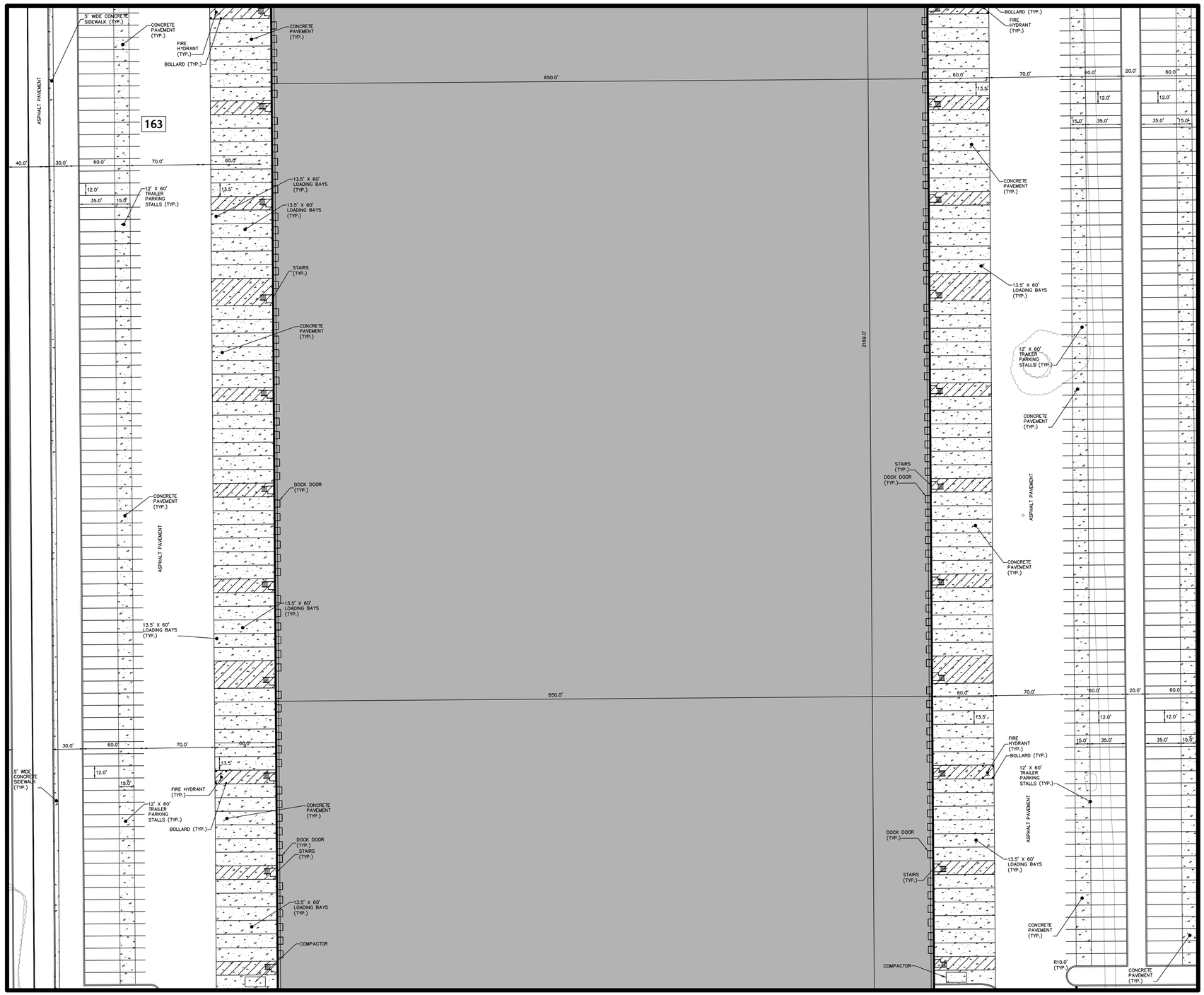
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LANGAN Project No. 220155501

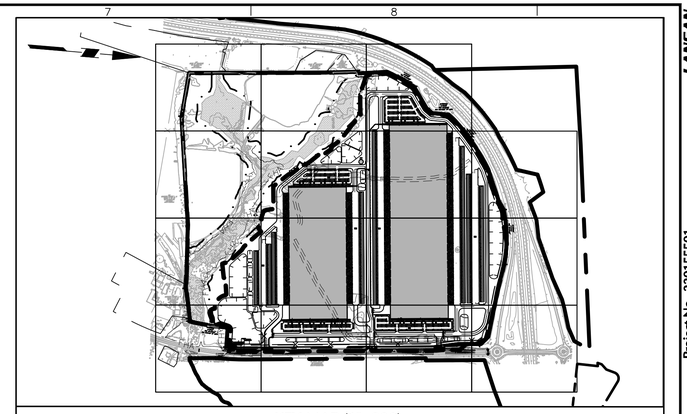
MATCHLINE - REFER TO SHEET CR-109

MATCHLINE - REFER TO SHEET CR-111

MATCHLINE - REFER TO SHEET CR-106



MATCHLINE - REFER TO SHEET CR-114



KEY MAP (1"=800)

LEGEND

- PROPERTY LINE
- SET BACK LINE
- LIMIT OF DISTURBANCE
- ZONING BOUNDARY LINE
- TREE LINE
- 100 YEAR FLOODPLAIN
- RIPARIAN BUFFER
- WETLAND
- EXISTING TREE
- BUILDING LINE
- CURB
- PARKING SUBTOTAL
- PARKING COUNT
- DOORWAY
- FIRE DEMARCATION
- PROPOSED FIRE HYDRANT
- CURB
- BOLLARD
- CONCRETE
- SIGN
- STORMWATER MANAGEMENT AREA
- EXISTING CONCRETE MONUMENT
- PROPOSED CONCRETE MONUMENT

No.	Description	Date
7.	REVISED PER FLOODPLAIN UPDATE	11/2/23
6.	REVISED PER FLOODPLAIN UPDATE	6/15/23
5.	REVISED PER COUNTY COMMENTS	1/23/23
4.	REVISED PER COUNTY COMMENTS	11/05/22
3.	REVISED PER COUNTY COMMENTS	9/30/22
2.	REVISED PER COUNTY COMMENTS	8/05/22
1.	REVISED PER COUNTY COMMENTS	5/12/22

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SIGNATURE DATE SIGNED

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NEW CASTLE COUNTY **DELAWARE**

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SCALE: 1 INCH = 50 FEET

Project No.	220155501
Date	31 JANUARY 2022
Drawn By	TFH
Checked By	BMC

CR-110

Sheet 11 of 16

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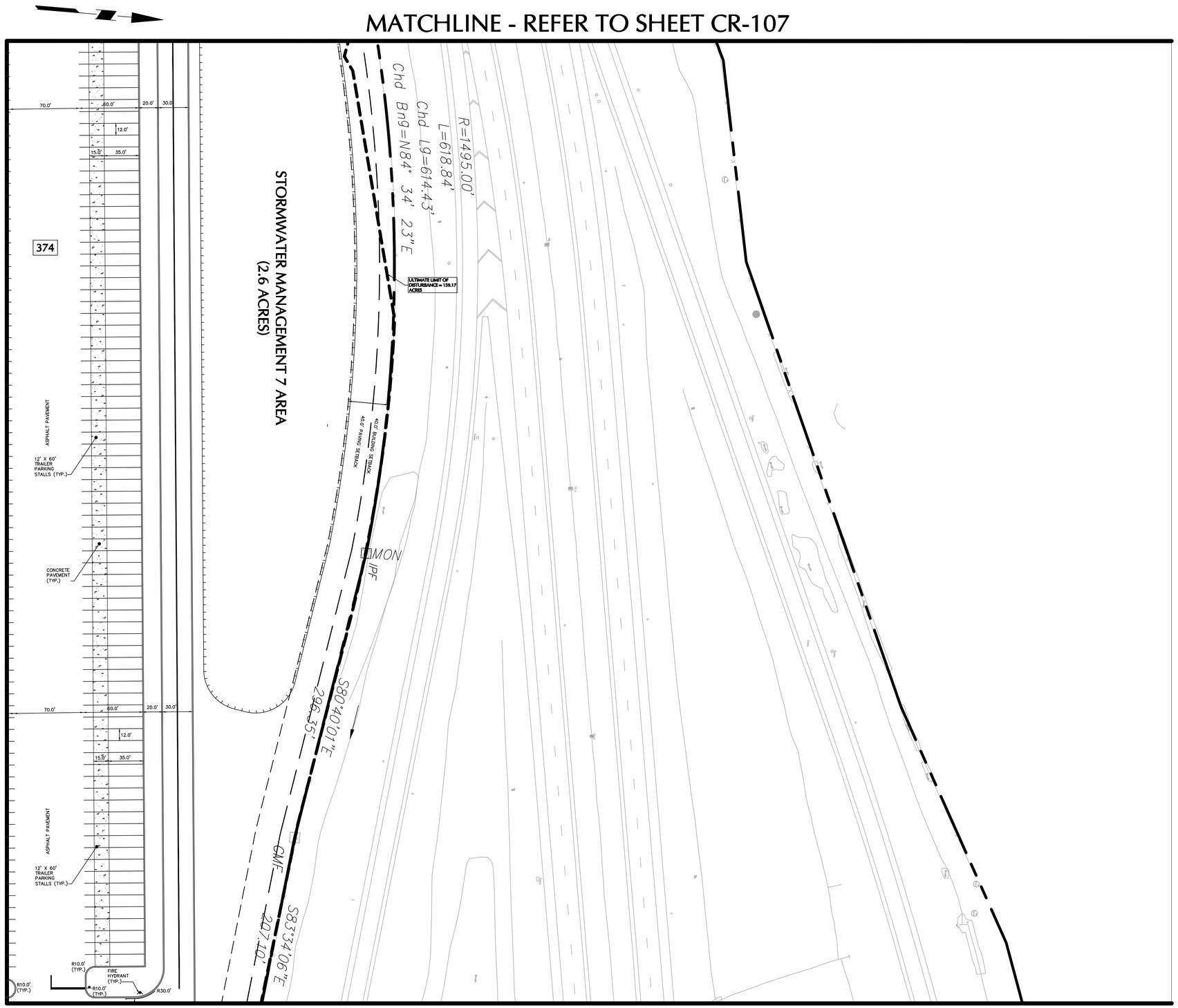
LANGAN

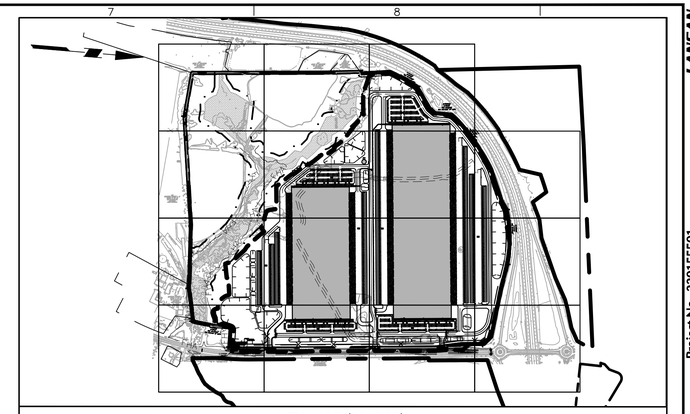
Project No. 220155501

MATCHLINE - REFER TO SHEET CR-107

MATCHLINE - REFER TO SHEET CR-110

MATCHLINE - REFER TO SHEET CR-115





KEY MAP (1"=800)

LEGEND

- PROPERTY LINE
- SET BACK LINE
- LIMIT OF DISTURBANCE
- ZONING BOUNDARY LINE
- TREE LINE
- 100 YEAR FLOODPLAIN
- RIPARIAN BUFFER
- WETLAND
- EXISTING TREE
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- CURB
- PARKING SUBTOTAL (30)
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- PROPOSED FIRE HYDRANT
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9/30/22	REVISED PER COUNTY COMMENTS	3.
8/05/22	REVISED PER COUNTY COMMENTS	2.
5/12/22	REVISED PER COUNTY COMMENTS	1.

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50 0 25 50
SCALE: 1 INCH = 50 FEET

Project No.	220155501
Date	31 JANUARY 2022
Drawn By	TFH
Checked By	BMC

CR-111

Sheet 12 of 16

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Filename: c:\bms\langan-pw-01\d0113861\220155501-0302-CR101-0102.DWG Date: 11/2/2023 Time: 12:29 User: tholmes Style Table: Langan.stb Layout: EXP-111

MATCHLINE - REFER TO SHEET CR-108

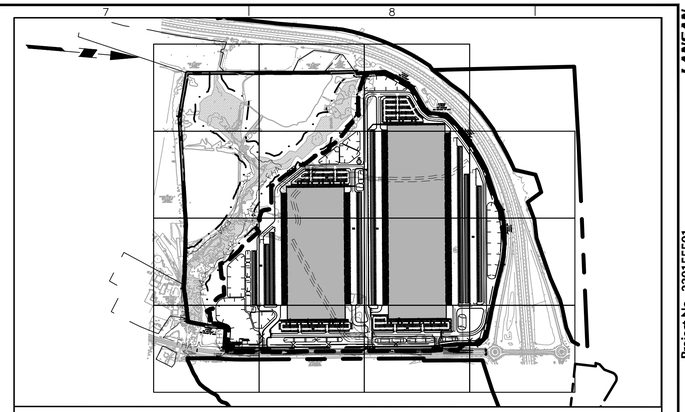
ZONE S - SUBURBAN

ZONE BP - BUSINESS PARK

ZONE BP - BUSINESS PARK

STORMWATER MANAGEMENT AREA 19 (3.8 ACRES)

MATCHLINE - REFER TO SHEET CR-113



LEGEND

- PROPERTY LINE
- SET BACK LINE
- LIMIT OF DISTURBANCE
- ZONING BOUNDARY LINE
- TREE LINE
- 100 YEAR FLOODPLAIN
- RIPARIAN BUFFER
- WETLAND
- EXISTING TREE
- BUILDING LINE
- CURB
- PARKING SUBTOTAL
- PARKING COUNT
- DOORWAY
- FIRE DEMARCATION
- PROPOSED FIRE HYDRANT
- CURB
- BOLLARD
- CONCRETE
- SIGN
- STORMWATER MANAGEMENT AREA
- EXISTING CONCRETE MONUMENT
- PROPOSED CONCRETE MONUMENT

No.	Description	Date
7.	REVISED PER FLOODPLAIN UPDATE	11/2/23
6.	REVISED PER FLOODPLAIN UPDATE	6/15/23
5.	REVISED PER COUNTY COMMENTS	1/23/23
4.	REVISED PER COUNTY COMMENTS	11/05/22
3.	REVISED PER COUNTY COMMENTS	9/30/22
2.	REVISED PER COUNTY COMMENTS	8/05/22
1.	REVISED PER COUNTY COMMENTS	5/12/22

BRIAN M. CONLON REGISTERED No. 13413 PROFESSIONAL ENGINEER DELAWARE

SIGNATURE DATE SIGNED

BRIAN M. CONLON
PROFESSIONAL ENGINEER DE Lic. No. 13413

LANGAN
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1818 Market Street, Suite 3300
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LOGISTICENTER AT NEW CASTLE COUNTY

TAX PARCEL 13-008.00-003

APPLICATION # 2021-0470
EXPLORATORY MAJOR LAND DEVELOPMENT PLAN
ST. GEORGES HUNDRED
NEW CASTLE COUNTY **DELAWARE**

Drawing Title

RECORD MAJOR LAND DEVELOPMENT PLAN

Miss Utility of Delmarva

Call 1.800.282.8555 in Delaware (DE) and 1.800.441.8355 in Maryland (MD)

SCALE: 1 INCH = 50 FEET

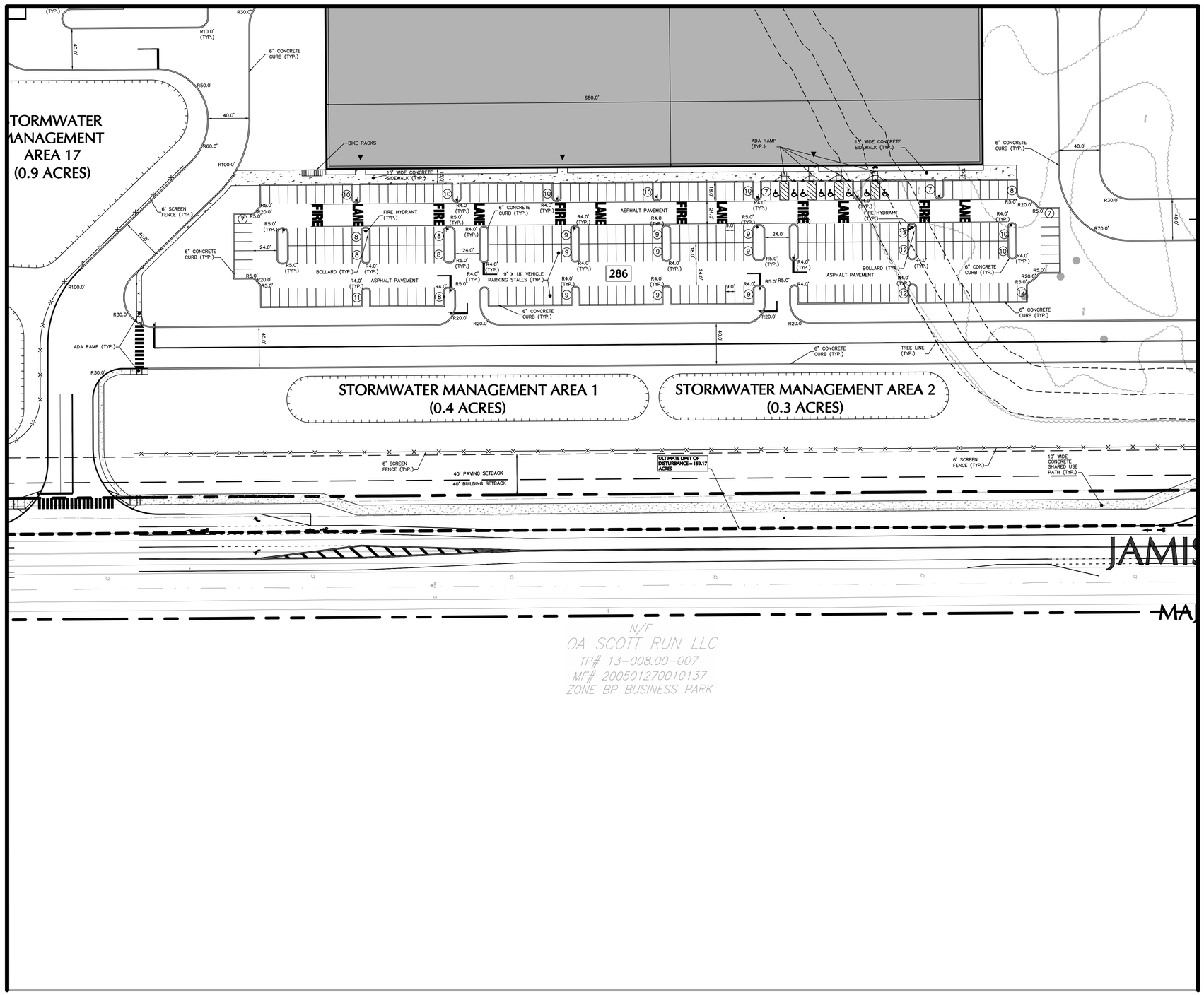
Project No.	220155501
Date	31 JANUARY 2022
Drawn By	TFH
Checked By	BMC

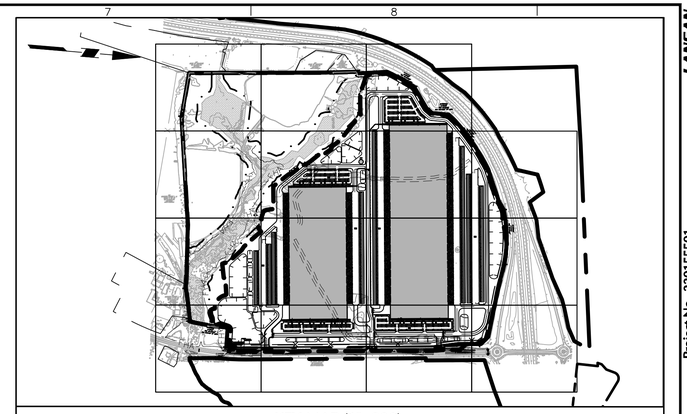
CR-112

Sheet 13 of 16

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MATCHLINE - REFER TO SHEET CR-109





KEY MAP (1"=800)

LEGEND

- PROPERTY LINE
- SET BACK LINE
- LIMIT OF DISTURBANCE
- ZONING BOUNDARY LINE
- TREE LINE
- 100 YEAR FLOODPLAIN
- RIPARIAN BUFFER
- WETLAND
- EXISTING TREE
- BUILDING LINE
- CURB
- PARKING SUBTOTAL
- PARKING COUNT
- DOORWAY
- FIRE DEMARCATION
- PROPOSED FIRE HYDRANT
- CURB
- BOLLARD
- CONCRETE
- SIGN
- STORMWATER MANAGEMENT AREA
- EXISTING CONCRETE MONUMENT
- PROPOSED CONCRETE MONUMENT

Date	Description	No.
11/2/23	REVISED PER FLOODPLAIN UPDATE	7.
6/15/23	REVISED PER FLOODPLAIN UPDATE	6.
1/23/23	REVISED PER COUNTY COMMENTS	5.
11/05/22	REVISED PER COUNTY COMMENTS	4.
9/30/22	REVISED PER COUNTY COMMENTS	3.
8/05/22	REVISED PER COUNTY COMMENTS	2.
5/12/22	REVISED PER COUNTY COMMENTS	1.

REVISIONS

BRIAN M. CONLON REGISTERED No. 13413 PROFESSIONAL ENGINEER STATE OF DELAWARE

SIGNATURE DATE SIGNED

BRIAN M. CONLON
PROFESSIONAL ENGINEER DE Lic. No. 13413

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LOGISTICENTER AT NEW CASTLE COUNTY

TAX PARCEL 13-008.00-003

APPLICATION # 2021-0470
EXPLORATORY MAJOR LAND DEVELOPMENT PLAN
ST. GEORGES HUNDRED
NEW CASTLE COUNTY **DELAWARE**

Drawing Title

RECORD MAJOR LAND DEVELOPMENT PLAN

Miss Utility of Delmarva

Call 1.800.282.8555 in Delaware (DE) and 1.800.441.8355 in Maryland (MD)

50 0 25 50
SCALE: 1 INCH = 50 FEET

Project No.	220155501
Date	31 JANUARY 2022
Drawn By	TFH
Checked By	BMC

CR-113

Sheet 14 of 16

LANGAN

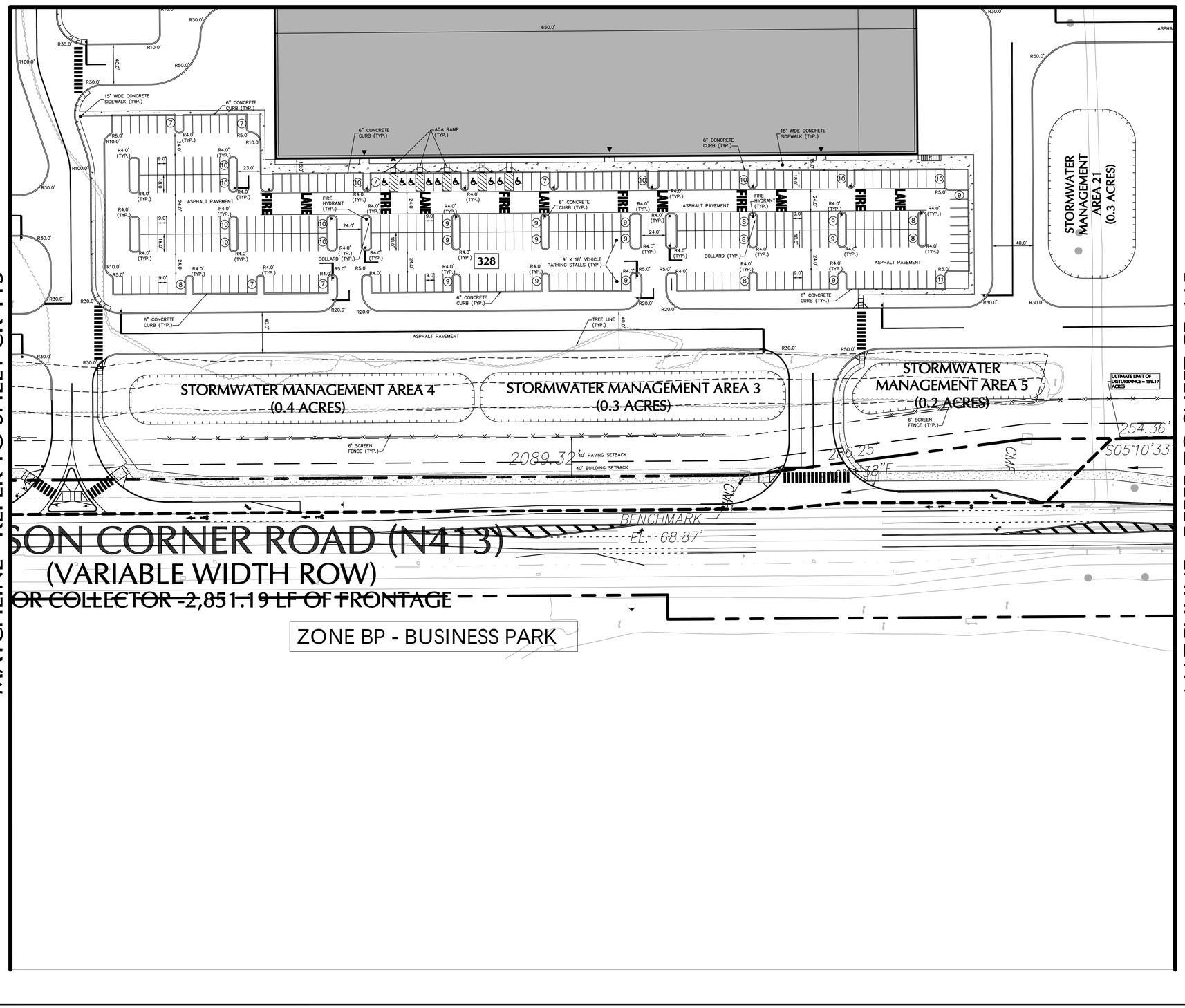
Project No. 220155501

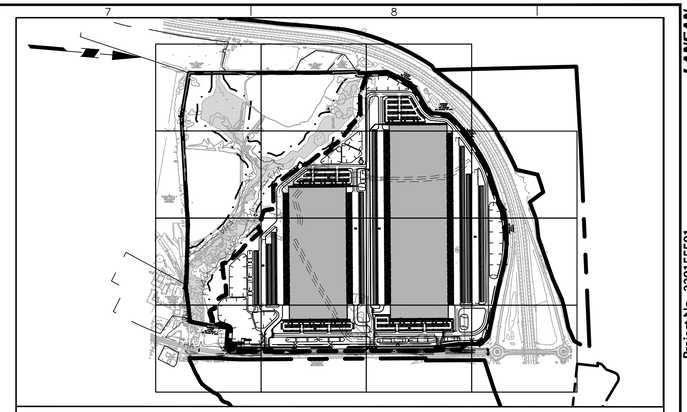
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MATCHLINE - REFER TO SHEET CR-110

MATCHLINE - REFER TO SHEET CR-113

MATCHLINE - REFER TO SHEET CR-115





KEY MAP (1"=800)

LEGEND

- PROPERTY LINE
- SET BACK LINE
- LIMIT OF DISTURBANCE
- ZONING BOUNDARY LINE
- TREE LINE
- 100 YEAR FLOODPLAIN
- RIPARIAN BUFFER
- WETLAND
- EXISTING TREE
- BUILDING LINE
- CURB
- PARKING SUBTOTAL
- PARKING COUNT
- DOORWAY
- FIRE DEMARCATION
- PROPOSED FIRE HYDRANT
- CURB
- BOLLARD
- CONCRETE
- SIGN
- STORMWATER MANAGEMENT AREA
- EXISTING CONCRETE MONUMENT
- PROPOSED CONCRETE MONUMENT

Date	Description	No.
11/2/23	REVISED PER FLOODPLAIN UPDATE	7.
6/15/23	REVISED PER FLOODPLAIN UPDATE	6.
1/23/23	REVISED PER COUNTY COMMENTS	5.
11/05/22	REVISED PER COUNTY COMMENTS	4.
9/30/22	REVISED PER COUNTY COMMENTS	3.
8/05/22	REVISED PER COUNTY COMMENTS	2.
5/12/22	REVISED PER COUNTY COMMENTS	1.

BRIAN M. CONLON REGISTERED No. 13413 DELAWARE PROFESSIONAL ENGINEER

SIGNATURE DATE SIGNED

BRIAN M. CONLON
PROFESSIONAL ENGINEER DE Lic. No. 13413

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LOGISTICENTER AT NEW CASTLE COUNTY

TAX PARCEL 13-008.00-003

APPLICATION # 2021-0470
EXPLORATORY MAJOR LAND DEVELOPMENT PLAN
ST. GEORGES HUNDRED
NEW CASTLE COUNTY **DELAWARE**

Drawing Title

RECORD MAJOR LAND DEVELOPMENT PLAN

Miss Utility of Delmarva

Call 1.800.282.8555 in Delaware (DE) and 1.800.441.8355 in Maryland (MD)

SCALE: 1 INCH = 50 FEET

Project No.	**220155501**
Date	**31 JANUARY 2022**
Drawn By	**TFH**
Checked By	**BMC**

CR-114

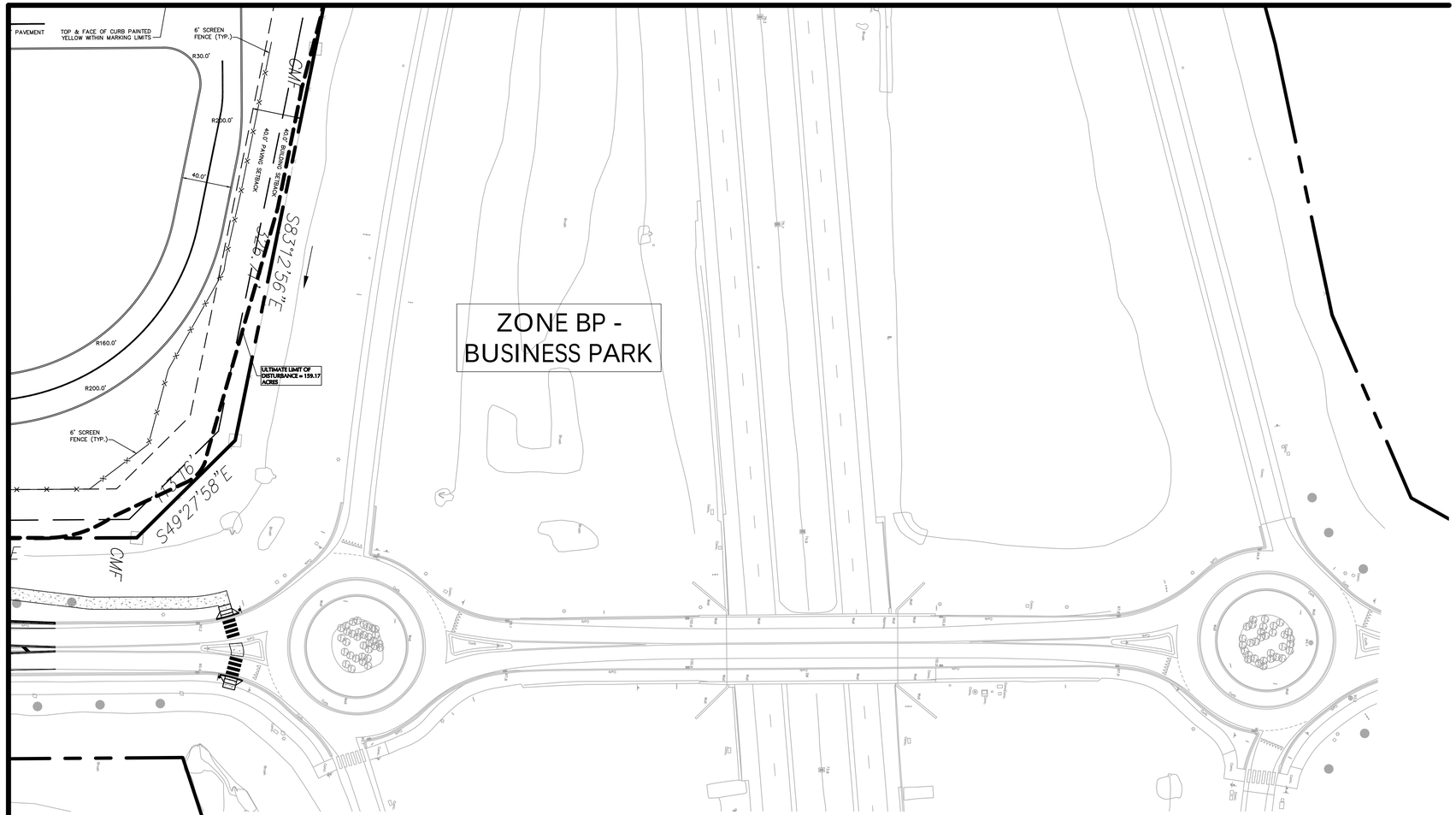
Sheet 15 of **16**

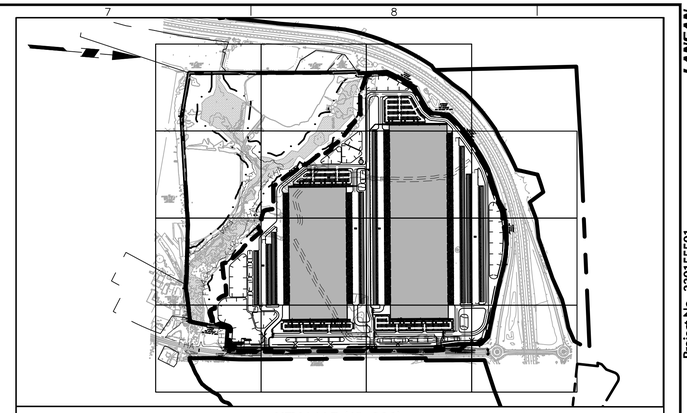
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LANGAN Project No. 220155501

MATCHLINE - REFER TO SHEET CR-111

MATCHLINE - REFER TO SHEET CR-114





KEY MAP (1"=800)

LEGEND

- PROPERTY LINE
- SET BACK LINE
- LIMIT OF DISTURBANCE
- ZONING BOUNDARY LINE
- TREE LINE
- 100 YEAR FLOODPLAIN
- RIPARIAN BUFFER
- WETLAND
- EXISTING TREE
- BUILDING LINE
- CURB
- PARKING SUBTOTAL (30)
- PARKING COUNT (10)
- DOORWAY
- FIRE DEMARCATION
- PROPOSED FIRE HYDRANT
- CURB
- BOLLARD
- CONCRETE
- SIGN
- STORMWATER MANAGEMENT AREA
- EXISTING CONCRETE MONUMENT (CMF)
- PROPOSED CONCRETE MONUMENT (MON)

No.	Description	Date
7.	REVISED PER FLOODPLAIN UPDATE	11/2/23
6.	REVISED PER FLOODPLAIN UPDATE	6/15/23
5.	REVISED PER COUNTY COMMENTS	1/23/23
4.	REVISED PER COUNTY COMMENTS	11/05/22
3.	REVISED PER COUNTY COMMENTS	9/30/22
2.	REVISED PER COUNTY COMMENTS	8/05/22
1.	REVISED PER COUNTY COMMENTS	5/12/22

BRIAN M. CONLON REGISTERED No. 13413 DELAWARE PROFESSIONAL ENGINEER

SIGNATURE DATE SIGNED

BRIAN M. CONLON
PROFESSIONAL ENGINEER DE Lic. No. 13413

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LOGISTICENTER AT NEW CASTLE COUNTY

TAX PARCEL 13-008.00-003

APPLICATION # 2021-0470
EXPLORATORY MAJOR LAND DEVELOPMENT PLAN
ST. GEORGES HUNDRED
NEW CASTLE COUNTY **DELAWARE**

Drawing Title

RECORD MAJOR LAND DEVELOPMENT PLAN

Miss Utility of Delmarva

Call 1.800.282.8555 in Delaware (DE) and 1.800.441.8355 in Maryland (MD)

50 0 25 50
SCALE: 1 INCH = 50 FEET

Project No.	220155501
Date	31 JANUARY 2022
Drawn By	TFH
Checked By	BMC

CR-115

Sheet 16 of 16

Project No. 220155501

LANGAN

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Filename: c:\bms\langan-pw-01\d0113861\220155501-0302-CR101-0102.DWG Date: 11/2/2023 Time: 12:30 User: tholmes Style Table: Langan.stb Layout: EXP-115

Prime Sponsor(s): Mr. Hollins, Mr. Street
Requested by: Community Services
Date of introduction: November 14, 2023

ORDINANCE NO. 23-149

**AMEND THE GRANTS BUDGET:
APPROPRIATE INTEREST INCOME $5,833.63 AND PROGRAM INCOME $597,104.77
TO THE FY2023 HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) GRANT,
WHICH IS ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES,
DIVISION OF COMMUNITY DEVELOPMENT AND HOUSING**

WHEREAS, the original allocated funding from the U.S. Department of Housing and Urban Development (HUD) of $1,013,204 and estimated program income of $100,000 was previously approved by the County Council and appropriated to the FY2023 Home Investment Partnership Program (HOME) Grant; and

WHEREAS, HOME programs are funded by the U.S. Department of Housing and Urban Development (HUD), and program income from the rehabilitation and acquisition of housing and the administration of the program; and

WHEREAS, the families served by HOME programs are low to moderate-income households in New Castle County – outside the cities of Wilmington and Newark; and

WHEREAS, authorization is being sought for the appropriation of $5,833.63 in interest income and $597,104.77 in program income to the FY2023 HOME Grant to be used for future sub-grantee projects; and

WHEREAS, interest and program income received is sufficient to cover the increase in the Grants Budget as hereinafter amended; and

WHEREAS, Council has determined that the provisions of this Ordinance substantially advance, and are reasonably and rationally related to, legitimate government interests (i.e., promoting the health, safety, morals, convenience, order, prosperity, and/or welfare of the present and future inhabitants of this State).

NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:

Section 1. The Grants Budget as adopted by Ordinance No. 75-173 is hereby amended by adding the material underscored and deleting the material stricken on the attached Exhibits “A” and “B.”

Section 2. This Ordinance shall become effective immediately upon its adoption by County Council and approval by the County Executive, or as otherwise provided by 9 *Del. C.* § 1156.

Adopted by County Council of
New Castle County on:

_____
Karen Hartley-Nagle
President of County Council
of New Castle County

Approved on:

_____
Matthew Meyer
County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, will appropriate $5,833.63 in interest income and $597,104.77 in program income to the FY2023 Home Investment Partnerships Program (HOME) Grant, which is administered by the Department of Community Services, Division of Community Development and Housing. These funds will be used for future sub-grantee projects.

HOME programs are funded by the U.S. Department of Housing and Urban Development (HUD) and program income for the rehabilitation and acquisition of housing and the administration of the program. Families served are low to moderate-income households in New Castle County – outside the cities of Wilmington and Newark.

FISCAL NOTE: This Ordinance, if approved, will amend the Grants Budget by appropriating $5,833.63 in interest income and $597,104.77 in program income to the FY2023 Home Investment Partnerships Program (HOME) Grant.

The fiscal impact of this Ordinance, if approved, will be an increase in the authorized spending authority of the Grants Budget of $602,938.40 for FY2023. This increase will affect FY2023 through FY2028, since the targeted program completion date for this grant is June 30, 2028. There is no discernible fiscal impact on the current operating budget.

DEPARTMENT: Community Services **EXHIBIT:** **"A"**

GRANT TITLE: HOME Program FY23 **Ordinance No.** 23-149

PROGRAM TITLE: HOME Administration

Expense	Current	Change	Revised
Salaries and Wages	$ 68,444.19	$ -	$ 68,444.19
Benefits	$ 39,574.81	$ -	$ 39,574.81
Training/Civic Affairs	$ 42.00	$ -	$ 42.00
Communication/Utilities	$ -	$ -	$ -
Materials/Supplies	$ -	$ -	$ -
Contractual Services	$ 1,650.00	$ -	$ 1,650.00
Equipment	$ -	$ -	$ -
Grants/Fixed Charges	$ 2,500.00	$ -	$ 2,500.00
Land and Structures	$ -	$ -	$ -
Contingency	$ -	$ -	$ -
Operating Transfer Charges	$ -	$ -	$ -
Operating Transfer Credits	$ -	$ -	$ -
Total	$ 112,211.00	$ -	$ 112,211.00

Revenue	Current	Change	Revised
Federal	$ 112,211.00	$ -	$ 112,211.00
State	$ -	$ -	$ -
County	$ -	$ -	$ -
Program Income	$ -	$ -	$ -
Other	$ -	$ -	$ -
Total	$ 112,211.00	$ -	$ 112,211.00

SUPPLEMENTAL INFORMATION

Estimated Program Initiation: 7/1/2022 **Estimated Program Completion:** 6/30/2028

The Local Match: **Found in (ORG):**

Ordinance Passed: 22-048, 22-094 **Date Revised:** 4/26/2022, 6/28/2022

PROGRAM DESCRIPTION:

HOME Programs are funded from HUD for housing rehabilitation and acquisition, and administration of the program. Families served are low to moderate income households in New Castle County - outside the cities of Wilmington or Newark. The current budget is to rehabilitate homes to meet code and for subgrantee programs that support housing.

~~6/8/2022~~ 11/14/2023

DEPARTMENT: Community Services **EXHIBIT:** **"B"**

GRANT TITLE: HOME Program FY23 **Ordinance No.** 23-149

PROGRAM TITLE: HOME Investment Partnership Program
Subgrantees and Home Rehab

Expense	Current	Change	Revised
Salaries and Wages	$ 47,706.00	$ -	$ 47,706.00
Benefits	$ 28,191.00	$ -	$ 28,191.00
Training/Civic Affairs	$ -	$ -	$ -
Communication/Utilities	$ -	$ -	$ -
Materials/Supplies	$ -	$ -	$ -
Contractual Services	$ 115,685.00	$ -	$ 115,685.00
Equipment	$ -	$ -	$ -
Grants/Fixed Charges	~~$ 918,317.00~~	$ 602,938.40	$ 1,521,255.40
Land and Structures	$ -	$ -	$ -
Contingency	$ -	$ -	$ -
Operating Transfer Charges	$ -	$ -	$ -
Operating Transfer Credits	$ -	$ -	$ -
Total	~~$ 1,109,899.00~~	$ 602,938.40	$ 1,712,837.40

Revenue	Current	Change	Revised
Federal	$ 1,009,899.00	$ -	$ 1,009,899.00
State	$ -	$ -	$ -
County	$ -	$ -	$ -
Program Income	~~$ 100,000.00~~	$ 597,104.77	$ 697,104.77
Other	~~$ -~~	$ 5,833.63	$ 5,833.63
Total	~~$ 1,109,899.00~~	$ 602,938.40	$ 1,712,837.40

SUPPLEMENTAL INFORMATION

Estimated Program Initiation: 7/1/2022 **Estimated Program Completion:** 6/30/2028

The Local Match: **Found in (ORG):**

Ordinance Passed: 22-048, 22-094 **Date Revised:** 4/26/2022, 6/28/2022

PROGRAM DESCRIPTION:

HOME Programs are funded from HUD for housing rehabilitation and acquisition, and administration of the program. Families served are low to moderate income households in New Castle County - outside the cities of Wilmington or Newark. The current budget is to rehabilitate homes to meet code and for subgrantee programs that support housing.

~~6/8/2022~~ 11/14/2023

Prime Sponsor(s): Mr. Hollins, Mr. Street
Requested by: Community Services
Date of introduction: November 14, 2023

ORDINANCE NO. 23-150

TO APPROPRIATE $150,000 IN THE NEW CASTLE COUNTY HOUSING TRUST FUND TO BE ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES

WHEREAS, the New Castle County Housing Trust Fund was created with the support of the County Council for the "purpose of dedicating public funds and revenues from other sources to address the housing needs of very low-income households earning less than 50% of median income, low-income households earning 50 to 80% of median income, and moderate-income households earning 80% to 120% of median income" (see Resolution No. 07-176 as amended by Amendment No. 1); and

WHEREAS, the Housing Trust Fund will be used to promote the preservation and development of affordable housing within New Castle County with priorities recommended by the Housing Advisory Board; and

WHEREAS, the Housing Trust Fund has a balance of $1,792,705.59 as of October 31, 2023, and the appropriation of $150,000 will be used for Good Neighbors to assist with providing free home repairs for thirty (30) owner-occupied residential properties within New Castle County; and

WHEREAS, to qualify for the services, homeowners must be at or below 80% Area Median Income (AMI) within New Castle County; and

WHEREAS, the Housing Trust Fund is a separate fund from the Affordable Housing Fund, and the Housing Trust Fund can only be expended for projects within unincorporated areas of New Castle County and there are no Affordable Housing Funds included in the funding of this Ordinance; and

WHEREAS, the revenue measures heretofore adopted by County Council are necessary to preserve and develop affordable housing within New Castle County; and

WHEREAS, each contract or purchase order funded through this Housing Trust Fund appropriation will be submitted on a Resolution for Council's consideration as required by *New Castle County Code* § 2.02.004.

NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:

Section 1. To promote the preservation and development of affordable housing within New Castle County, $150,000 in the New Castle County Housing Trust Fund is hereby appropriated to be administered by the Department of Community Services.

Section 2. This Ordinance shall become effective immediately upon its adoption by the County Council and approval by the County Executive, or as otherwise provided in 9 *Del. C.* § 1156.

Adopted by County Council of
New Castle County on:

_____
Karen Hartley-Nagle
President of County Council
of New Castle County

Approved on:

_____
Matthew Meyer
County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, appropriates $150,000 in the New Castle County Housing Trust Fund for Good Neighbors to assist with providing free home repairs for thirty (30) owner-occupied residential properties within New Castle County. There are no Affordable Housing Funds included in the funding of this Ordinance. The funds will be administered by the Department of Community Services to fund housing projects in New Castle County.

FISCAL NOTE: This Ordinance, if approved, will appropriate $150,000 in the New Castle County Housing Trust Fund for Good Neighbors to assist with providing free home repairs for thirty (30) owner-occupied residential properties within New Castle County. There is no discernible impact on the Operating Budget since this is an appropriation in the Housing Trust Fund. The intent is to appropriate funds in the Grants and Fixed Charges Budget Line Item.

Prime Sponsor(s): Mr. Bell, Ms. Hartley-Nagle
Requested by: Public Safety
Date of introduction: November 14, 2023

ORDINANCE NO. 23-151

**AMEND THE GRANTS BUDGET:
APPROPRIATE $9,003.48 IN INTEREST INCOME TO CORONAVIRUS EMERGENCY FUNDS GRANT, WHICH IS ADMINISTERED BY THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE**

WHEREAS, original allocated funding in the amount of $548,419.00 from the U.S. Department of Justice was previously approved by County Council and appropriated to the Coronavirus Emergency Funds Grant via Ordinance 20-046; and

WHEREAS, the realignment of $175,000.00 in federal funds within the Coronavirus Emergency Funds Grant was previously approved by County Council via Ordinance 21-117 to fund the purchase of disinfection equipment for patrol cars; and

WHEREAS, authorization is sought for the appropriation of $9,003.48 in interest income to the Coronavirus Emergency Funds Grant to fund equipment purchases for the Department of Public Safety; and

WHEREAS, program income received is sufficient to cover the increase in the Grants Budget as hereinafter amended; and

WHEREAS, Council has determined that the provisions of this Ordinance substantially advance, and are reasonably and rationally related to, legitimate government interests (i.e., promoting the health, safety, morals, convenience, order, prosperity and/or welfare of the present and future inhabitants of this State).

NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:

Section 1. The Grants Budget as adopted by Ordinance No. 75-173 is hereby amended by adding the material underscored and deleting the material stricken on the attached Exhibit “A.”

Section 2. This Ordinance shall become effective immediately upon its adoption by County Council and approval by the County Executive, or as otherwise provided by 9 *Del. C.* § 1156.

Adopted by County Council of
New Castle County on:

_____
Karen Hartley-Nagle
President of County Council
of New Castle County

Approved on:

_____

Matthew Meyer
County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, will appropriate $9,003.48 in interest income to the Coronavirus Emergency Funds Grant, which is administered by the Department of Public Safety, Division of Police. These funds will be used for equipment purchases for the Department of Public Safety.

FISCAL NOTE: This Ordinance, if approved, will amend the Grants Budget by appropriating $9,003.48 in interest income to the Coronavirus Emergency Funds Grant, which is administered by the Department of Public Safety, Division of Police.

The fiscal impact of this Ordinance, if approved, will be an increase in the authorized spending authority of the Grants Budget in the amount of $9,003.48. This increase will affect FY2024 only since the targeted program completion date is January 30, 2024. There is no discernible fiscal impact on the current operating budget.

DEPARTMENT: Public Safety **EXHIBIT:** **"A"**

GRANT TITLE: Coronavirus Emergency Funds **Ordinance No.** 23-151

PROGRAM TITLE: Coronavirus Emergency Funds

Expense	Current	Change	Revised
Salaries and Wages	$ 40,000.00	$ -	$ 40,000.00
Benefits	$ 6,915.00	$ -	$ 6,915.00
Training/Civic Affairs	$ -	$ -	$ -
Communication/Utilities	$ 36,600.00	$ -	$ 36,600.00
Materials/Supplies	$ 135,711.00	$ -	$ 135,711.00
Contractual Services	$ 30,000.00	$ -	$ 30,000.00
Equipment	~~$ 299,193.00~~	$ 9,003.48	$ 308,196.48
Grants/Fixed Charges	$ -	$ -	$ -
Land and Structures	$ -	$ -	$ -
Contingency	$ -	$ -	$ -
Operating Transfer Charges	$ -	$ -	$ -
Operating Transfer Credits	$ -	$ -	$ -
Total	~~$ 548,419.00~~	$ 9,003.48	$ 557,422.48

Revenue	Current	Change	Revised
Federal	$ 548,419.00	$ -	$ 548,419.00
State		$ -	$ -
County	$ -	$ -	$ -
Program Income	$ -	$ -	$ -
Other	~~$ -~~	$ 9,003.48	$ 9,003.48
Total	~~$ 548,419.00~~	$ 9,003.48	$ 557,422.48

SUPPLEMENTAL INFORMATION

Estimated Program Initiation: 1/20/2020 **Estimated Program Completion:** 1/30/2024

Operating Budget Match $ - **Found in:**

Ordinance Passed: 20-046, 21-117 **Date Revised:** 4/23/2020, 10/12/2021

PROGRAM DESCRIPTION:

Funding is provided through the U.S. Department of Justice and will be used by the New Castle County Department of Public Safety to prevent, prepare for and respond to the Coronavirus pandemic. The funding will support the purchase of personal protection equipment (PPE) supplies for officers, and equipment directly related to the preparation and response to the Coronavirus.

~~10/12/2021~~ 11/14/2023

Prime Sponsor(s): Mr. Bell, Ms. Hartley-Nagle
Requested by: Public Safety
Date of introduction: November 14, 2023

ORDINANCE NO. 23-152

**AMEND THE GRANTS BUDGET:
REALIGN $95,544.00 IN FUNDS FROM THE STATE OF DELAWARE DEPARTMENT OF SAFETY AND HOMELAND SECURITY TO THE FY2023 FUNDS TO COMBAT VIOLENT CRIME GRANT FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE**

WHEREAS, original allocated funding in the amount of $494,932.36 from the State of Delaware Department of Safety and Homeland Security, was previously approved by County Council and appropriated to the FY2023 Fund to Combat Violent Crime Grant via Ordinance 22-130; and

WHEREAS, authorization is sought for the realignment of $95,544.00 in State funds within the FY2023 Fund to Combat Violent Crime Grant to fund the purchase of equipment; and

WHEREAS, Council has determined that the provisions of this Ordinance substantially advance, and are reasonably and rationally related to, legitimate government interests (i.e., promoting the health, safety, morals, convenience, order prosperity and/or welfare of the present and future inhabitants of this State).

NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:

Section 1. The Grants Budget as adopted by Ordinance No. 75-173 is hereby amended by adding the material on the attached Exhibit "A," which is considered to be underscored in its entirety, attached hereto and made a part thereof.

Section 2. This Ordinance shall become effective immediately upon its adoption by County Council and approval by the County Executive, or as otherwise provided in 9 *Del. C.* § 1156.

Adopted by County Council of
New Castle County on:

_____
Karen Hartley-Nagle
President of County Council
of New Castle County

Approved on:

_____
Matthew Meyer
County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, will realign $95,544.00 in State funds within the FY2023 Fund to Combat Violent Crime Grant. The realignment of funds will be used for the purchase of equipment for the Department of Public Safety, Division of Police.

The Fund to Combat Violent Crime Grant is funded by the State of Delaware and is distributed by the Department of Safety and Homeland Security for use by local law enforcement agencies in connection with initiatives to combat violent felonies pursuant to Section 4201(c) of Title 11 of the *Delaware State Code*.

FISCAL NOTE: This Ordinance, if approved, will amend the Grants Budget by realigning $95,544.00 in State funds within the FY2023 Fund to Combat Violent Crimes Grant.

This Ordinance, if approved, will have no fiscal impact. The realignment will affect FY2024 and FY2025 since the targeted program completion date is January 28, 2024.

DEPARTMENT: Public Safety **EXHIBIT:** **"A"**

GRANT TITLE: FY2023 Funds to Combat Violent Crime **Ordinance No.** 23-152

PROGRAM TITLE: FY2023 Funds to Combat Violent Crime

Expense	Current	Change	Revised
Salaries and Wages	~~$ 239,596.32~~	$ (95,544.00)	$ 144,052.32
Benefits	$ -	$ -	$ -
Training/Civic Affairs	$ 128,500.00	$ -	$ 128,500.00
Communication/Utilities	$ -	$ -	$ -
Materials/Supplies	$ -	$ -	$ -
Contractual Services	$ -	$ -	$ -
Equipment	~~$ 107,163.81~~	$ 95,544.00	$ 202,707.81
Grants/Fixed Charges	$ -	$ -	$ -
Land and Structures	$ -	$ -	$ -
Contingency	$ -	$ -	$ -
Operating Transfer Charges	$ 19,672.23	$ -	$ 19,672.23
Operating Transfer Credits	$ -	$ -	$ -
Total	$ 494,932.36	$ -	$ 494,932.36

Revenue	Current	Change	Revised
Federal	$ -	$ -	$ -
State	$ 494,932.36	$ -	$ 494,932.36
County	$ -	$ -	$ -
Program Income	$ -	$ -	$ -
Other	$ -	$ -	$ -
Total	$ 494,932.36	$ -	$ 494,932.36

SUPPLEMENTAL INFORMATION

Estimated Program Initiation: 9/13/2022 **Estimated Program Completion:** 1/28/2024

Operating Budget Match $ 159,047.49 **Found in:** Police (10200304-10200308)

Ordinance Passed: 22-130 **Date Revised:** 10/25/2022

PROGRAM DESCRIPTION:

The Funds to Combat Violent Crimes Grant is funded by the State of Delaware and is distributed by the Department of Safety and Homeland Security for use by local law enforcement agencies in connection with initiatives to combat violent felonies pursuant to Section 420 (c) of Title 11 of the *Delaware State Code*.

~~10/25/2022~~ 11/14/2023

Prime Sponsor(s): Mr. Sheldon, Mr. Carter
Requested by: Public Works
Date of introduction: November 14, 2023

ORDINANCE NO. 23-153

AMEND THE FY2024 CAPITAL PROGRAM AND BUDGET: APPROPRIATE $700,000 IN FUNDING FROM THE GENERAL FUND TAX STABILIZATION RESERVE ACCOUNT TO THE DEPARTMENT OF PUBLIC WORKS, GENERAL PARKLAND IMPROVEMENTS 2024-2025 CAPITAL PROJECT

WHEREAS, Subchapter III, Chapter 13 of Title 9 of the *Delaware Code*, as amended, authorizes New Castle County to plan, supervise, and conduct a program of parks and park-related activities for all the parks and greenways of the County, and in cooperation with the Department of Land Use to develop plans for parks, recreation areas, and provide for the acquisition of land for the development of parks and recreation facilities and the improvements and development of existing parks and greenways, and the County Council of New Castle County has deemed it necessary to implement such plans for development; and

WHEREAS, there is a need to increase the safety at County parks by controlling entrance abilities; and

WHEREAS, New Castle County is appropriating $700,000 from the General Fund Tax Stabilization Reserve to New Castle County to the General Parkland Improvements 2024-2025 Capital Project; and

WHEREAS, this funding will be used to install electronic gates at the following parks: Glasgow, Carousel, Weiss, Brookhaven, Brandywine Springs, West Wilmington Manor and Iron Hill; and

WHEREAS, these electronic gates will restrict access during off-hours to prevent vandalism and increase safety while still allowing visitors to enjoy the parks and recreational areas during the day.

NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:

Section 1. The Capital Budget Ordinance for the fiscal year beginning July 1, 2023 is hereby amended by deleting the material stricken and adding the material underscored on the attached Exhibit “A.”

Section 2. The Capital Program Resolution for the fiscal year beginning July 1, 2023 is hereby amended by deleting the material stricken and adding the material underscored on the attached Exhibit “B.”

Section 3. General Fund Tax Stabilization Reserve funding in the amount of $700,000 is appropriated to the Department of Public Works, General Parkland Improvements 2024-2025 Capital Project to install electronic gates at County parks.

Section 3. This Ordinance shall become effective immediately upon its adoption by County Council and approval by the County Executive, or as otherwise provided in 9 *Del. C.* § 1156.

Adopted by County Council of
New Castle County on:

_____
Karen Hartley-Nagle
President of County Council
of New Castle County

Approved on:

_____
Matthew Meyer
County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, will appropriate $700,000 in funding from the General Fund Tax Stabilization Reserve Account to the Department of Public Works, General Parkland Improvements 2024-2025 Capital Project. Funds will be used to install electronic gates at County parks to restrict access during off-hours to prevent vandalism and increase safety while still allowing visitors to enjoy the parks and recreational areas during the day.

FISCAL NOTE: This Ordinance, if approved, will amend the FY2024 Capital Program and Budget by appropriating $700,000 from General Fund Tax Stabilization Reserve Account to the Department of Public Works, General Parkland Improvements 2024-2025 Capital Project.

The revised FY2024 total Capital Budget amount for the General Parkland Improvements 2024-2025 Capital Project will be $2,950,000.

The revised FY2024 New Castle County Capital Budget total will be $76,737,396. There is no fiscal impact on the Operating Budget. The General Fund Tax Stabilization Reserve balance upon passage of this Ordinance will be $73,308,702.

EXHIBIT "A"
NEW CASTLE COUNTY
CAPITAL BUDGET - FY2024

DEPARTMENT OF ADMINISTRATION

Land Use Information System	$	3,000,000
Recorder of Deeds HOA Portal	$	129,000
Subtotal	$	3,129,000

DEPARTMENT OF COUNTY EXECUTIVE

Executive GF Capital Contingency	$	500,000
Executive SF Capital Contingency		250,000
Subtotal	$	750,000

DEPARTMENT OF COMMUNITY SERVICES

Absalom Jones Senior Center Kiln	$	85,000
Appoquinimink Library	$	7,000
Newark Library	$	19,200,000
Surratte Pool Renovations		125,000
Subtotal	$	19,417,000

DEPARTMENT OF PUBLIC SAFETY

800MgHZ Communications Equipment	$	950,000
Cardiac Monitor 2023	$	945,148
Communications Upgrade		550,000
Public Safety Equipment		91,000
Public Safety Vest Protection Program		201,840
Subtotal	$	2,737,988

DEPARTMENT OF PUBLIC WORKS

Facilities/Equipment

Building Rehabilitation 2021	$	3,000,000
Electric Vehicle Infrastructure		1,800,000
Fleet Equipment 2021		(3,340)
Fleet Equipment 2022		(1,000,000)
Fleet Equipment 2024		6,179,272
General Roof Renovations		1,250,000
Government Center Electrical Upgrade		600,000
HVAC Replacement		2,400,000
Public Safety Parking Lot Lighting		300,000
Subtotal	$	14,525,932

DEPARTMENT OF PUBLIC WORKS *(Continued)*

Parks			
Agricultural Preservation		$	1,500,000
Banning Park Improvements			500,000
Bechtel Park Improvements			2,000,000
Carousel Park			276,120
Delcastle Park Improvements			1,100,000
Game Court Improvements 2021			100,000
General Parkland Improvements 2021			100,000
General Parkland Improvements 2024-2025	~~2,250,000~~		2,950,000
Historic Structure Rehabilitation			3,000,000
Middle Run Valley Reforestation			300,000
Open Space Preservation			1,000,000
Park Bridge Replacements			300,000
Pavilion Renovations			100,000
Play Area Improvements 2024-2025			2,000,000
Rockwood Park			1,800,000
Weiss Park Improvements			700,000
Subtotal	~~17,026,120~~	$	17,726,120
Sewer/Stormwater			
Asset Management		$	100,000
Backwater Valve Improvement			50,000
Christina River Force Main			4,400,000
Countywide Drainage			500,000
DelDOT Coordination Project 2021			2,000,000
Edgemoor System Rehabilitation			600,000
General Sewer Improvements			750,000
General Stormwater Improvements			358,954
North Delaware Interceptor System			650,000
Pump Station Rehabilitation 2024-2025			2,000,000
Sewer Fleet Equipment 2022			(650,000)
Sewer Fleet Equipment 2024			2,162,169
Sewer Repairs and Rehabilitation 2024-2025			1,000,000
Stoney Creek Basin			500,000
Stormwater Basin Renovation			725,000
Terminal Avenue System Rehabilitation			275,000
Water Quality Improvement Plan			230,233
White Clay System Rehabilitation			2,800,000
Subtotal		$	18,451,356
CAPITAL BUDGET TOTAL	**~~76,037,396~~**	**$**	**76,737,396**

EXHIBIT B

PROJECT PROFILES
PUBLIC WORKS - PARKS (continued)

Project Name (Number): General Parkland Improvements 2024-2025 (C302404)

Description: Improvements in parks. **Council Districts:** All

Funding Schedule

	Bonds	Federal	State	Other	Total
Prior Authorizatic	$ -	$ -	$ -	$ -	$ -
FY2024	1,500,000	-	-	~~750,000~~	~~2,250,000~~
				1,450,000	2,950,000
FY2025	-	-	-	-	-
FY2026	1,250,000	-	-	-	1,250,000
FY2027	750,000	-	-	-	750,000
FY2028	1,050,000	-	-	-	1,050,000
FY2029	1,000,000	-	-	-	1,000,000
Future Years	2,000,000	-	-	-	2,000,000
Total	**$ 7,550,000**	**$ -**	**$ -**	**~~$ 750,000~~**	**~~$ 8,300,000~~**
				$ 1,450,000	**$ 9,000,000**
Available Authorizations:		**$ -**			
Available Funding:		**$ -**			
Operating Budget Impact:		**$ 3,300**			

**Available Authorizations / Funding as of February 28, 2023, net of obligations.*

FY2024 Activity:

Resurface pathway at Biden Park, install security cameras in Rosegate Park, Surratte tree removal and shade structure, resurface paved pathways within neighborhood parks, replacement of failing bridge in Shellpot Park; public engagement and concept plan for parkland on Bethel Church Road. Installation of electronic gates at the following parks: Glasgow, Carousel, Weiss, Brookhaven, Brandywine Springs, West Wilmington Manor and Iron Hill.

Future Activity:

Small capital improvements of neighborhood parks.

Prime Sponsor(s): Mr. Sheldon, Mr. Carter
Requested by: Public Works
Date of introduction: November 14, 2023

ORDINANCE NO. 23-154

AMEND THE FY2024 CAPITAL PROGRAM AND BUDGET: TRANSFER $300,000 FROM THE PUBLIC SAFETY PARKING LOT LIGHTING CAPITAL PROJECT TO THE PUBLIC SAFETY BUILDING RENOVATIONS CAPITAL PROJECT

WHEREAS, Subchapter III, Chapter 13 of Title 9 of the *Delaware Code,* as amended, authorizes New Castle County to develop plans for buildings/facilities, parks, open spaces, natural areas and greenways within the County; said plans provide for the acquisition of land for the development of parks and recreation facilities and the improvement and development of existing parks and building/facilities, and the County has deemed it is necessary to implement such plans for development and improvements; and

WHEREAS, funding is needed to replace a leaking cooling tower coil at the Public Safety Building as the coil cannot be patch-repaired; and

WHEREAS, this legislation will enable the transfer of previously authorized bond funding in the amount of $300,000 from the Public Safety Parking Lot Lighting Capital Project to the Public Safety Building Renovations Capital Project; and

WHEREAS, the reductions to available authorizations in the Public Safety Parking Lot Lighting Capital Project is possible as Building Maintenance discovered new light emitting diode (LED) lighting kits that allow for the retrofit of the parking lot lights at a much lower cost than initially anticipated.

NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:

Section 1. The Capital Budget Ordinance for the fiscal year beginning July 1, 2023 is hereby amended by deleting the material that is stricken and adding the material that is underscored on the attached Exhibit “A.”

Section 2. The Capital Program Resolution for the fiscal year beginning July 1, 2023 is hereby amended by deleting the material stricken and adding the material underscored on the attached Exhibit “B.”

Section 3. Authorized bond funding in the amount of $300,000 will be transferred from the Public Safety Parking Lot Lighting Capital Project to the Public Safety Building Renovations Capital Project.

Section 3. This Ordinance shall become effective immediately upon its adoption by County Council and approval by the County Executive, or as otherwise provided in 9 *Del. C.* § 1156.

Adopted by County Council of
New Castle County on:

_____
Karen Hartley-Nagle
President of County Council
of New Castle County

Approved on:

_____
Matthew Meyer
County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, will transfer $300,000 from the Public Safety Parking Lot Lighting Capital Project to the Public Safety Building Renovations Capital Project. This funding is needed to replace a leaking cooling tower coil at the Public Safety Building as the coil cannot be patch-repaired.

FISCAL NOTE: This Ordinance, if approved, will amend the FY2024 Capital Budget by transferring $300,000 from the Public Safety Parking Lot Lighting Capital Project to the Public Safety Building Renovations Capital Project.

The revised FY2024 Capital Budget amount for the Public Safety Parking Lot Lighting Capital Project will be $0. The revised FY2024 Capital Budget amount for the Public Safety Building Renovations Capital Project will be $300,000.

This transfer of funding will have no fiscal impact on the FY2024 Capital Budget. The FY2024 New Castle County Capital Budget grand total will remain $76,037,396.

EXHIBIT "A"
NEW CASTLE COUNTY
CAPITAL BUDGET - FY2024

DEPARTMENT OF ADMINISTRATION

Land Use Information System		$ 3,000,000
Recorder of Deeds HOA Portal		$ 129,000
Subtotal		$ 3,129,000

DEPARTMENT OF COUNTY EXECUTIVE

Executive GF Capital Contingency		$ 500,000
Executive SF Capital Contingency		250,000
Subtotal		$ 750,000

DEPARTMENT OF COMMUNITY SERVICES

Absalom Jones Senior Center Kiln		$ 85,000
Appoquinimink Library		$ 7,000
Newark Library		$ 19,200,000
Surratte Pool Renovations		125,000
Subtotal		$ 19,417,000

DEPARTMENT OF PUBLIC SAFETY

800MgHZ Communications Equipment		$ 950,000
Cardiac Monitor 2023		$ 945,148
Communications Upgrade		550,000
Public Safety Building Renovations	-	300,000
Public Safety Equipment		91,000
Public Safety Vest Protection Program		201,840
Subtotal	~~2,737,988~~	$ 3,037,988

DEPARTMENT OF PUBLIC WORKS

Facilities/Equipment

Building Rehabilitation 2021		$ 3,000,000
Electric Vehicle Infrastructure		1,800,000
Fleet Equipment 2021		(3,340)
Fleet Equipment 2022		(1,000,000)
Fleet Equipment 2024		6,179,272
General Roof Renovations		1,250,000
Government Center Electrical Upgrade		600,000
HVAC Replacement		2,400,000
Public Safety Parking Lot Lighting	~~300,000~~	-
Subtotal	~~14,525,932~~	$ 14,225,932

DEPARTMENT OF PUBLIC WORKS *(Continued)*

Parks		
Agricultural Preservation		$ 1,500,000
Banning Park Improvements		500,000
Bechtel Park Improvements		2,000,000
Carousel Park		276,120
Delcastle Park Improvements		1,100,000
Game Court Improvements 2021		100,000
General Parkland Improvements 2021		100,000
General Parkland Improvements 2024-2025		2,250,000
Historic Structure Rehabilitation		3,000,000
Middle Run Valley Reforestation		300,000
Open Space Preservation		1,000,000
Park Bridge Replacements		300,000
Pavilion Renovations		100,000
Play Area Improvements 2024-2025		2,000,000
Rockwood Park		1,800,000
Weiss Park Improvements		700,000
Subtotal		$ 17,026,120
Sewer/Stormwater		
Asset Management		$ 100,000
Backwater Valve Improvement		50,000
Christina River Force Main		4,400,000
Countywide Drainage		500,000
DelDOT Coordination Project 2021		2,000,000
Edgemoor System Rehabilitation		600,000
General Sewer Improvements		750,000
General Stormwater Improvements		358,954
North Delaware Interceptor System		650,000
Pump Station Rehabilitation 2024-2025		2,000,000
Sewer Fleet Equipment 2022		(650,000)
Sewer Fleet Equipment 2024		2,162,169
Sewer Repairs and Rehabilitation 2024-2025		1,000,000
Stoney Creek Basin		500,000
Stormwater Basin Renovation		725,000
Terminal Avenue System Rehabilitation		275,000
Water Quality Improvement Plan		230,233
White Clay System Rehabilitation		2,800,000
Subtotal		$ 18,451,356
CAPITAL BUDGET TOTAL	~~**76,037,396**~~	**$ 76,037,396**

EXHIBIT B

PROJECT PROFILES
PUBLIC WORKS - FACILITIES/EQUIPMENT (continued)

Project Name (Number): Public Safety Parking Lot Lighting (C302423)

Description: Replace lights in parking lot. **Council Districts:** All

Funding Schedule

	Bonds	Federal	State	Other	Total
Prior Authorizatic	$ -	$ -	$ -	$ -	$ -
FY2024	~~300,000~~	-	-	-	~~300,000~~
	-				-
FY2025	-	-	-	-	-
FY2026	-	-	-	-	-
FY2027	-	-	-	-	-
FY2028	-	-	-	-	-
FY2029	-	-	-	-	-
Future Years	-	-	-	-	-
Total	**~~$ 300,000~~**	**$ -**	**$ -**	**$ -**	**~~$ 300,000~~**
	$ -				**$ -**
Available Authorizations:		**$ -**			
Available Funding:		**$ -**			
Operating Budget Impact:		**$ -**			

**Available Authorizations / Funding as of February 28, 2023, net of obligations.*

FY2024 Activity:

~~Replace lights in parking lots~~. No activity planned.

Future Activity:

No activity planned.

EXHIBIT B

PROJECT PROFILES
PUBLIC SAFETY (continued)

Project Name (Number): Public Safety Building Renovations (C201505)					
Description: Repair or replace critical systems such as HVAC, sprinklers, electrical and water systems; and purchase land in close proximity.				**Council Districts:** All	
Funding Schedule					
	Bonds	**Federal**	**State**	**Other**	**Total**
Prior Authorizatic	$ 8,346,305	$ -	$ -	$ -	$ 8,346,305
FY2024	~~-~~	-	-	-	~~-~~
	300,000				300,000
FY2025	-	-	-	-	-
FY2026	-	-	-	-	-
FY2027	-	-	-	-	-
FY2028	-	-	-	-	-
FY2029	-	-	-	-	-
Future Years	-	-	-	-	-
Total	**~~$ 8,646,305~~**	**$ -**	**$ -**	**$ -**	**~~$ 8,346,305~~**
	$ -				**$ 8,646,305**
Available Authorizations:	**$ 42,292**				
Available Funding:	**$ (234,850)**				
Operating Budget Impact:	**$ 660**				

**Available Authorizations / Funding as of February 28, 2023, net of obligations.*

FY2024 Activity:

No activity planned. Replace a leaking cooling tower coil that cannot be patch-repaired.

Future Activity:

No activity planned.

Prime Sponsor(s): Mr. Sheldon, Mr. Carter
Co-sponsor(s): Ms. Hartley-Nagle
Requested by: Public Works
Date of introduction: November 14, 2023

ORDINANCE NO. 23-155

AMEND THE FY2024 APPROVED OPERATING BUDGET: INCREASE THE AUTHORIZED POSITION COUNT FOR THE DEPARTMENT OF PUBLIC WORKS BY FIVE POSITIONS TO SUPPLEMENT PARK MAINTENANCE

WHEREAS, New Castle County, as an eligible recipient, received a total of $108,531,220.00 in Coronavirus State and Local Fiscal Recovery ("CSLFR") funds under the American Rescue Plan Act of 2021 ("ARPA"), Pub. Law. No. 117-2 from the United States Department of the Treasury ("Treasury"); and

WHEREAS, New Castle County Ordinance 21-129 and Ordinance 22-097 (the "Ordinances") appropriated the full amount of these CSLFR funds from Treasury to the ARPA Grant for New Castle County to respond to the COVID-19 public health emergency and its negative economic impacts; and

WHEREAS, the Ordinances appropriated funding for Environmental Justice, which contemplated providing funds to address pandemic-related needs in neighborhoods which have historically experienced environmental injustice and were disproportionately impacted by the pandemic; and

WHEREAS, New Castle County must comply with the Federal government's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200 (the "Uniform Guidance"); and

WHEREAS, the New Castle County Department of Public Works, Parks Division, is requesting five positions (one crew) to supplement park maintenance; and

WHEREAS, the increase of park maintenance positions is necessary to properly maintain an increased number of parks and park assets; address the increased use of parks since the inception of the pandemic; and ensure public safety and welfare through adequately staffed and maintained parks; and

WHEREAS, the additional crew shall be comprised of one Crew Chief I, two (2) Motor Equipment Operator I's and two (2) Maintenance and Construction Workers; and

WHEREAS, the additional crew will be funded by ARPA through December 31, 2024; and

WHEREAS, it is the intention of the County Executive to recommend the crew be switch funded from the ARPA grant to the general fund in the operating budget beginning January 1, 2025; and

WHEREAS, the additional crew will also require the following equipment in order to perform its job: one (1) crew cab vehicle, two (2) mowers, two (2) trimmers, two (2) blowers, one (1) landscape trailer and appropriate personal protective equipment, all of which will be funded from the ARPA grant; and

WHEREAS, Treasury's rules and guidance require all ARPA-funded personnel and equipment to be fully dedicated to an eligible use of funds, and the Uniform Guidance requires additional monitoring and detailed reporting of equipment purchased with ARPA funds.

NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:

Section 1. The Annual Operating Budget for the fiscal year beginning July 1, 2023, is hereby amended by deleting the matter stricken and adding the matter underscored on the attached Exhibit "A."

Section 2. The foregoing amendment shall be considered a part of the Annual Operating Budget for the fiscal year beginning July 1, 2023, and shall be effective retroactively as though incorporated initially in the Annual Operating Budget.

Section 3. This Ordinance shall become effective immediately upon its adoption by County Council and approval by the County Executive, or as otherwise provided in 9 *Del. C.* § 1156.

Adopted by County Council of
New Castle County on:

_____
Karen Hartley-Nagle
President of County Council
of New Castle County

Approved on:

_____
Matthew Meyer
County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, will authorize five (5) grant funded positions to the FY2024 Approved Operating Budget to add an additional park maintenance crew which is necessary to properly maintain the increased number of parks and park assets; address the increased use of parks since the inception of the pandemic; and ensure public safety and welfare through adequately staffed and maintained parks. In addition, funding for one-time equipment for the crew will also be necessary.

FISCAL NOTE: This Ordinance, if approved, will amend the FY2024 Approved Operating Budget by increasing the authorized position count for the Department of Public Works, Parks Division from 71 to 76. The total authorized positions for the Department of Public Works would increase from 384 to 389; and the total authorized positions for the FY2024 Approved Operating Budget will increase from 1,662 to 1,667.

The additional crew is anticipated to be hired effective January 2024 and the estimated fiscal impact in Salaries and Benefits, included in the ARPA Grant, will be $381,461 for the period of January 1, 2024 through December 31, 2024. Although this Ordinance has no explicit impact on future years since the Annual Operating Budget is legislated annually by County Council, the estimated additional salary and benefit costs for FY2025 (January 1-June 30, 2025) is $202,880; and for FY2026 is $415,897.

The additional one-time equipment cost is $217,000, and will be funded with the ARPA Grant and is included in the FY2024 estimate below.

	ARPA	**Operating Budget (General Fund)**
FY2024*	$405,304	
FY2025	$193,157	$202,880
FY2026		$415,897

COUNTY COUNCIL			
Salaries and Wages		$	2,428,665
Benefits			1,428,590
Training and Civic Affairs			71,004
Communication and Utilities			17,849
Materials and Supplies			60,926
Contractual Services			253,148
Equipment			1,600
Grants and Fixed Charges			426,482
Operating Transfer Charges			161,959
Total		***$***	***4,850,223***
Total Authorized Full-Time Positions	***35***		
COUNTY EXECUTIVE			
Salaries and Wages		$	1,777,524
Benefits			1,045,578
Training and Civic Affairs			31,904
Communication and Utilities			15,698
Materials and Supplies			22,236
Contractual Services			386,565
Equipment			1,000
Grants and Fixed Charges			935,000
Contingency			55,000
Operating Transfer Charges			82,016
Total		***$***	***4,352,521***
Total Authorized Full-Time Positions	***16***		
DEPARTMENT OF ADMINISTRATION			
Salaries and Wages		$	12,223,612
Benefits			8,338,475
Training and Civic Affairs			130,625
Communication and Utilities			8,308,491
Materials and Supplies			158,147
Contractual Services			6,770,985
Equipment			392,056
Grants and Fixed Charges			3,925,350
Operating Transfer Charges			1,163,161
Operating Transfer Credits			(12,098,321)
Total		***$***	***27,030,633***
Total Authorized Full-Time Positions	***167***		

DEPARTMENT OF PUBLIC WORKS				
Salaries and Wages			$	24,597,539
Benefits				14,348,323
Training and Civic Affairs				49,945
Communication and Utilities				24,785,917
Materials and Supplies				4,523,681
Contractual Services				10,534,975
Equipment				484,333
Grants and Fixed Charges				1,193,757
Land and Structures				35,000
Operating Transfer Charges				4,843,006
Operating Transfer Credits				(7,438,785)
Total			***$***	***77,957,691***
Total Authorized Full-Time Positions	***389***	~~***384***~~		
DEPARTMENT OF LAND USE				
Salaries and Wages			$	8,375,178
Benefits				4,899,879
Training and Civic Affairs				68,665
Communication and Utilities				111,017
Materials and Supplies				113,127
Contractual Services				1,579,983
Equipment				55,175
Grants and Fixed Charges				56,500
Operating Transfer Charges				1,136,835
Operating Transfer Credits				(803,217)
Total			***$***	***15,593,142***
Total Authorized Full-Time Positions	***118***			
DEPARTMENT OF COMMUNITY SERVICES				
Salaries and Wages			$	11,754,322
Benefits				5,318,947
Training and Civic Affairs				20,232
Communication and Utilities				951,132
Materials and Supplies				1,403,163
Contractual Services				2,314,162
Equipment				19,900
Grants and Fixed Charges				3,110,149
Operating Transfer Charges				1,231,237
Operating Transfer Credits				(190,829)
Total			***$***	***25,932,415***
Total Authorized Full-Time Positions	***160***			

DEPARTMENT OF PUBLIC SAFETY			
Salaries and Wages		$	67,200,807
Benefits			39,140,036
Training and Civic Affairs			178,869
Communication and Utilities			1,010,888
Materials and Supplies			1,040,811
Contractual Services			2,195,206
Equipment			1,471,072
Grants and Fixed Charges			6,492,175
Operating Transfer Charges			7,298,634
Total		***$***	***126,028,498***
Total Authorized Full-Time Positions	***711***		

REGISTER OF WILLS			
Salaries and Wages		$	1,111,172
Benefits			634,647
Training and Civic Affairs			35,275
Communication and Utilities			12,374
Materials and Supplies			10,625
Contractual Services			62,668
Equipment			1,950
Operating Transfer Charges			85,180
Total		***$***	***1,953,891***
Total Authorized Full-Time Positions	***20***		

RECORDER OF DEEDS			
Salaries and Wages		$	1,232,844
Benefits			712,707
Training and Civic Affairs			43,170
Communication and Utilities			33,977
Materials and Supplies			12,398
Contractual Services			79,718
Equipment			6,150
Grants and Fixed Charges			18,350
Operating Transfer Charges			148,002
Total		$	***2,287,316***
Total Authorized Full-Time Positions	***23***		
SHERIFF			
Salaries and Wages		$	1,260,692
Benefits			737,678
Training and Civic Affairs			29,452
Communication and Utilities			16,189
Materials and Supplies			21,259
Contractual Services			55,999
Equipment			5,000
Operating Transfer Charges			144,938
Total		***$***	***2,271,207***
Total Authorized Full-Time Positions	***21***		
CLERK OF THE PEACE			
Salaries and Wages		$	474,736
Benefits			279,250
Training and Civic Affairs			14,130
Communication and Utilities			5,168
Materials and Supplies			5,424
Contractual Services			30,043
Equipment Replacement			6,000
Operating Transfer Charges			31,776
Total		***$***	***846,527***
Total Authorized Full-Time Positions	***7***		
DEBT SERVICE			
Debt Service		$	45,540,069
Land and Structures			
Contingency			
Intragovernmental Service Charges			
Intragovernmental Service Credits			
Total		***$***	***45,540,069***
Total Authorized Full-Time Positions			

ETHICS COMMISSION		
Salaries and Wages	$	38,000
Benefits		3,385
Training and Civic Affairs		10,500
Communication and Utilities		1,922
Materials and Supplies		2,450
Contractual Services		290,642
Equipment		500
Operating Transfer Charges		6,699
Total	***$***	***354,098***
Total Authorized Full-Time Positions ***0***		
COUNCIL CONTINGENCY		
Contingency	$	250,000
Total	***$***	***250,000***
Total Authorized Full-Time Positions		
EXECUTIVE CONTINGENCY		
Contingency	$	200,000
Total	***$***	***200,000***
Total Authorized Full-Time Positions		
PERSONNEL CONTINGENCY		
Contingency	$	455,000
Total	***$***	***455,000***
Total Authorized Full-Time Positions		
ATTRITION CONTINGENCY		
Personal Services - Salaries and Wages	$	(4,293,340)
Personal Services - Employee Benefits	$	(2,525,429)
Total	***$***	***(6,818,769)***
Total Authorized Full-Time Positions		
ONE-TIME CONTINGENCY		
Contingency	$	1,376,948
Total	***$***	***1,376,948***

NEW CASTLE COUNTY				
Salaries and Wages			$	128,181,751
Benefits				74,362,066
Training and Civic Affairs				683,771
Communication and Utilities				35,270,622
Materials and Supplies				7,374,247
Contractual Services				24,554,094
Equipment				2,444,736
Grants and Fixed Charges				16,157,763
Debt Service				45,540,069
Land and Structures				35,000
Contingency				2,336,948
Operating Transfer Charges				16,333,443
Operating Transfer Credits				(20,531,152)
Sub-Total New Castle County			***$***	**332,743,358**
Total Authorized Full-Time Positions	***1,667***	~~***1,662***~~		

RESERVE ACCOUNTS AS OF OCTOBER 24, 2023	
Tax Stabilization Reserve Account (Unaudited)	74,008,702
Sewer Rate Stabilization Reserve Account (Unaudited)	8,484,160
General Fund Budget Reserve Account	44,592,418
Sewer Fund Budget Reserve Account	18,872,304
Total Reserves:	**145,957,584**

Prime Sponsor(s): Ms. Kilpatrick
Requested by: Public Works Department
Date of introduction: November 14, 2023

ORDINANCE NO. 23-156

TO AMEND *NEW CASTLE COUNTY CODE* CHAPTER 13 ("STORMWATER MAINTENANCE DISTRICTS") REGARDING STORMWATER MAINTENANCE AND HILLS OF HOCKESSIN COMMUNITY

WHEREAS, stormwater is an important water resource which supports, among other things, groundwater recharge for drinking water supplies and base-flow of streams; and

WHEREAS, the requirements of the United States Environmental Protection Agency and the Delaware Department of Natural Resources and Environmental Control demand a comprehensive approach to stormwater management by New Castle County; and

WHEREAS, the federal regulations and Delaware state regulations require the County to implement and fund a program of stormwater controls that address discharges from the County's regulated stormwater flows to local water bodies; and

WHEREAS, inadequate management of stormwater runoff throughout a watershed can increase flood depths and velocities, contribute to erosion and sediment, overtax the carrying capacity of existing streams and storm sewers, greatly increase the cost of public facilities to convey and manage stormwater, undermine floodplain management and flood reduction efforts in upstream and downstream communities, reduce groundwater recharge, and impact other related water resource needs and threaten public health and safety; and

WHEREAS, in order to establish, operate, enhance, and maintain an effective and efficient stormwater management, ensure the continued effective operation of the system through installation and best management practices, and to provide other services such as appropriate inspections, asset management, and regulatory oversight associated with stormwater and watershed management, sufficient and stable funding is required to fund these public services; and

WHEREAS, given the above, New Castle County Council determined it to be in the best interests of the County and its residents to create stormwater maintenance districts to accomplish the above and, thereby, promote more attractive, safer, and healthier neighborhoods; and

WHEREAS, County Council recently enacted *New Castle County Code* Chapter 13, Sections 13.01.001 – 13.01.007 (by means of Ordinance No. 21-144), creating stormwater maintenance districts to provide an alternative to and assist property owners who are responsible for performing maintenance of stormwater management facilities within residential and mixed-use subdivisions, and to relieve property owners of the burden of the actual maintenance; and

WHEREAS, Chapter 13 provides that a maintenance organization responsible for a stormwater management facility within a subdivision established prior to enactment thereof may petition to establish a stormwater maintenance district ("SWD"), using forms established by the Public Works Department (the "Department"); moreover, the Department is authorized to determine whether a SWD should be established based on a maintenance organization's compliance with *New Castle County Code* Chapter 12, Article 6 ("Stormwater Management Facility and Watercourse Maintenance"); and

WHEREAS, the stormwater management facility in Hills of Hockessin falls under the County's jurisdiction, and is, in the opinion of County government, necessary for efficient and economical stormwater management; and

WHEREAS, by way of background, the Hills of Hockessin maintenance organization timely petitioned the Department for creation of a SWD (between July - September, 2023); the petition (attached hereto) reflects the affirmative vote for inclusion in the SWD program by the Hills of Hockessin community; and

WHEREAS, the petition includes, among other things, the requisite description of the area incorporated in the proposed SWD, a list of the community members and mailing addresses, applicable parcel numbers, signatures of the community members by parcel, and the individual votes, either yes or no, by community members; and

WHEREAS, the Department supports the petition, which awaits the approval of County Council; and

WHEREAS, if County Council enacts this ordinance, the SWD program will be approved for the Hills of Hockessin community; subsequent to any approval by County Council, all relevant information evidencing the establishment of the SWD will be recorded with the Office of the Recorder of Deeds; and

WHEREAS, County Council has determined that the provisions of this Ordinance substantially advance and are reasonably and rationally related to legitimate government interests, including, but not limited to, promoting the public health, safety, welfare, and quality of life of the present and future inhabitants of New Castle County, generally, and the Hills of Hockessin community, in particular.

NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:

Section 1. *New Castle County Code* Chapter 13 ("Stormwater Maintenance Districts") is hereby amended by adding the material that is underscored and deleting the material that is stricken, as set forth below:

…

Sec. 13.01.008. Stormwater maintenance districts - approved.

A. Following are the Stormwater Maintenance Districts approved by County Council:

1. Whispering Woods…

<u>2. Hills of Hockessin.</u>

Section 2. This Ordinance shall become effective upon its adoption by County Council and approval by the County Executive, or as otherwise provided in 9 *Del.* C. § 1156.

Adopted by County Council of
New Castle County on:

_____
Karen M. Hartley-Nagle
President of County Council
of New Castle County

Approved on:

_____
Matthew Meyer
County Executive
of New Castle County

SYNOPSIS: This Ordinance, if approved, approves a Stormwater Maintenance District and will establish a Stormwater District Maintenance Fee for the Hills of Hockessin community for the maintenance of one pond servicing 18 lots.

FISCAL NOTE: This Ordinance, if approved, creates a Stormwater Maintenance District and will establish a Stormwater District Maintenance Fee for the Hills of Hockessin community. The fee will be included on the County tax bills beginning in the 2024 tax year to cover anticipated costs for a period of 18 months (January 2024 – June 2025). After which time, the annual tax bills beginning with the 2025 tax year will cover anticipated costs for a period of 12 months (July - June). There will be no fiscal impact since the fee shall cover the maintenance and operational costs of the stormwater infrastructure.

Prime Sponsor(s): Ms. Kilpatrick
Requested by: Public Works Department
Date of introduction: November 14, 2023

ORDINANCE NO. 23-157

TO AMEND *NEW CASTLE COUNTY CODE* CHAPTER 13 ("STORMWATER MAINTENANCE DISTRICTS") REGARDING STORMWATER MAINTENANCE AND THORNBERRY COMMUNITY

WHEREAS, stormwater is an important water resource which supports, among other things, groundwater recharge for drinking water supplies and base-flow of streams; and

WHEREAS, the requirements of the United States Environmental Protection Agency and the Delaware Department of Natural Resources and Environmental Control demand a comprehensive approach to stormwater management by New Castle County; and

WHEREAS, the federal regulations and Delaware state regulations require the County to implement and fund a program of stormwater controls that address discharges from the County's regulated stormwater flows to local water bodies; and

WHEREAS, inadequate management of stormwater runoff throughout a watershed can increase flood depths and velocities, contribute to erosion and sediment, overtax the carrying capacity of existing streams and storm sewers, greatly increase the cost of public facilities to convey and manage stormwater, undermine floodplain management and flood reduction efforts in upstream and downstream communities, reduce groundwater recharge, and impact other related water resource needs and threaten public health and safety; and

WHEREAS, in order to establish, operate, enhance, and maintain an effective and efficient stormwater management, ensure the continued effective operation of the system through installation and best management practices, and to provide other services such as appropriate inspections, asset management, and regulatory oversight associated with stormwater and watershed management, sufficient and stable funding is required to fund these public services; and

WHEREAS, given the above, New Castle County Council determined it to be in the best interests of the County and its residents to create stormwater maintenance districts to accomplish the above and, thereby, promote more attractive, safer, and healthier neighborhoods; and

WHEREAS, County Council recently enacted *New Castle County Code* Chapter 13, Sections 13.01.001 – 13.01.007 (by means of Ordinance No. 21-144), creating stormwater maintenance districts to provide an alternative to and assist property owners who are responsible for performing maintenance of stormwater management facilities within residential and mixed-use subdivisions, and to relieve property owners of the burden of the actual maintenance; and

WHEREAS, Chapter 13 provides that a maintenance organization responsible for a stormwater management facility within a subdivision established prior to enactment thereof may petition to establish a stormwater maintenance district ("SWD"), using forms established by the Public Works Department (the "Department"); moreover, the Department is authorized to determine whether a SWD should be established based on a maintenance organization's compliance with *New Castle County Code* Chapter 12, Article 6 ("Stormwater Management Facility and Watercourse Maintenance"); and

WHEREAS, the stormwater management facility in Thornberry falls under the County's jurisdiction, and is, in the opinion of County government, necessary for efficient and economical stormwater management; and

WHEREAS, by way of background, the Thornberry maintenance organization timely petitioned the Department for creation of a SWD (between July - September, 2023); the petition (attached hereto) reflects the affirmative vote for inclusion in the SWD program by the Thornberry community; and

WHEREAS, the petition includes, among other things, the requisite description of the area incorporated in the proposed SWD, a list of the community members and mailing addresses, applicable parcel numbers, signatures of the community members by parcel, and the individual votes, either yes or no, by community members; and

WHEREAS, the Department supports the petition, which awaits the approval of County Council; and

WHEREAS, if County Council enacts this ordinance, the SWD program will be approved for the Thornberry community; subsequent to any approval by County Council, all relevant information evidencing the establishment of the SWD will be recorded with the Office of the Recorder of Deeds; and

WHEREAS, County Council has determined that the provisions of this Ordinance substantially advance and are reasonably and rationally related to legitimate government interests, including, but not limited to, promoting the public health, safety, welfare, and quality of life of the present and future inhabitants of New Castle County, generally, and the Thornberry community, in particular.

NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:

Section 1. *New Castle County Code* Chapter 13 ("Stormwater Maintenance Districts") is hereby amended by adding the material that is underscored and deleting the material that is stricken, as set forth below.

…

Sec. 13.01.008. Stormwater maintenance districts - approved.

A. Following are the Stormwater Maintenance Districts approved by County Council:

1. Whispering Woods…

3. Thornberry.

Section 2. This Ordinance shall become effective upon its adoption by County Council and approval by the County Executive, or as otherwise provided in 9 *Del.* C. § 1156.

Adopted by County Council of
New Castle County on

_____
Karen Hartley-Nagle
President of County Council
of New Castle County

Approved on:

_____
Matthew Meyer
County Executive
of New Castle County

SYNOPSIS: This Ordinance, if approved, approves a Stormwater Maintenance District and will establish a Stormwater District Maintenance Fee for the Thornberry community for the maintenance of one pond servicing 19 lots.

FISCAL NOTE: This Ordinance, if approved, creates a Stormwater Maintenance District and will establish a Stormwater District Maintenance Fee for the Thornberry community. The fee will be included on the County tax bills beginning in the 2024 tax year to cover anticipated costs for a period of 18 months (January 2024 – June 2025). After which time, the annual tax bills beginning with the 2025 tax year will cover anticipated costs for a period of 12 months (July - June). There will be no fiscal impact since the fee shall cover the maintenance and operational costs of the stormwater infrastructure.

Prime Sponsor(s): Ms. George
Requested by: Public Works Department
Date of introduction: November 14, 2023

ORDINANCE NO. 23-158

TO AMEND *NEW CASTLE COUNTY CODE* CHAPTER 13 ("STORMWATER MAINTENANCE DISTRICTS") REGARDING STORMWATER MAINTENANCE AND ACADEMY HILL PHASE IV COMMUNITY

WHEREAS, stormwater is an important water resource which supports, among other things, groundwater recharge for drinking water supplies and base-flow of streams; and

WHEREAS, the requirements of the United States Environmental Protection Agency and the Delaware Department of Natural Resources and Environmental Control demand a comprehensive approach to stormwater management by New Castle County; and

WHEREAS, the federal regulations and Delaware state regulations require the County to implement and fund a program of stormwater controls that address discharges from the County's regulated stormwater flows to local water bodies; and

WHEREAS, inadequate management of stormwater runoff throughout a watershed can increase flood depths and velocities, contribute to erosion and sediment, overtax the carrying capacity of existing streams and storm sewers, greatly increase the cost of public facilities to convey and manage stormwater, undermine floodplain management and flood reduction efforts in upstream and downstream communities, reduce groundwater recharge, and impact other related water resource needs and threaten public health and safety; and

WHEREAS, in order to establish, operate, enhance, and maintain an effective and efficient stormwater management, ensure the continued effective operation of the system through installation and best management practices, and to provide other services such as appropriate inspections, asset management, and regulatory oversight associated with stormwater and watershed management, sufficient and stable funding is required to fund these public services; and

WHEREAS, given the above, New Castle County Council determined it to be in the best interests of the County and its residents to create stormwater maintenance districts to accomplish the above and, thereby, promote more attractive, safer, and healthier neighborhoods; and

WHEREAS, County Council recently enacted *New Castle County Code* Chapter 13, Sections 13.01.001 – 13.01.007 (by means of Ordinance No. 21-144), creating stormwater maintenance districts to provide an alternative to and assist property owners who are responsible for performing maintenance of stormwater management facilities within residential and mixed-use subdivisions, and to relieve property owners of the burden of the actual maintenance; and

WHEREAS, Chapter 13 provides that a maintenance organization responsible for a stormwater management facility within a subdivision established prior to enactment thereof may petition to establish a stormwater maintenance district ("SWD"), using forms established by the Public Works Department (the "Department"); moreover, the Department is authorized to determine whether a SWD should be established based on a maintenance organization's compliance with *New Castle County Code* Chapter 12, Article 6 ("Stormwater Management Facility and Watercourse Maintenance"); and

WHEREAS, the stormwater management facility in Academy Hill Phase IV falls under the County's jurisdiction, and is, in the opinion of County government, necessary for efficient and economical stormwater management; and

WHEREAS, by way of background, the Academy Hill Phase IV maintenance organization timely petitioned the Department for creation of a SWD (between July - September, 2023); the petition (attached hereto) reflects the affirmative vote for inclusion in the SWD program by the Academy Hill Phase IV community; and

WHEREAS, the petition includes, among other things, the requisite description of the area incorporated in the proposed SWD, a list of the community members and mailing addresses, applicable parcel numbers, signatures of the community members by parcel, and the individual votes, either yes or no, by community members; and

WHEREAS, the Department supports the petition, which awaits the approval of County Council; and

WHEREAS, if County Council enacts this ordinance, the SWD program will be approved for the Academy Hill Phase IV community; subsequent to any approval by County Council, all relevant information evidencing the establishment of the SWD will be recorded with the Office of the Recorder of Deeds; and

WHEREAS, County Council has determined that the provisions of this Ordinance substantially advance and are reasonably and rationally related to legitimate government interests, including, but not limited to, promoting the public health, safety, welfare, and quality of life of the present and future inhabitants of New Castle County, generally, and the Academy Hill Phase IV community, in particular.

NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:

Section 1. *New Castle County Code* Chapter 13 ("Stormwater Maintenance Districts") is hereby amended by adding the material that is underscored and deleting the material that is stricken, as set forth below.

…

Sec. 13.01.008. Stormwater maintenance districts - approved.

A. Following are the Stormwater Maintenance Districts approved by County Council:

1. Whispering Woods…

4. Academy Hill Phase IV.

Section 2. This Ordinance shall become effective upon its adoption by County Council and approval by the County Executive, or as otherwise provided in 9 *Del.* C. § 1156.

Adopted by County Council of
New Castle County on:

_____
Karen Hartley-Nagle
President of County Council
of New Castle County

Approved on:

_____
Matthew Meyer
County Executive
of New Castle County

SYNOPSIS: This Ordinance, if approved, approves a Stormwater Maintenance District and will establish a Stormwater District Maintenance Fee for the Academy Hill Phase IV community for the maintenance of one pond servicing 54 lots.

.

FISCAL NOTE: This Ordinance, if approved, creates a Stormwater Maintenance District and will establish a Stormwater District Maintenance Fee for the Academy Hill Phase IV community. The fee will be included on the County tax bills beginning in the 2024 tax year to cover anticipated costs for a period of 18 months (January 2024 – June 2025). After which time, the annual tax bills beginning with the 2025 tax year will cover anticipated costs for a period of 12 months (July - June). There will be no fiscal impact since the fee shall cover the maintenance and operational costs of the stormwater infrastructure.

Prime Sponsor(s): Mr. Smiley, Mr. Cartier
Requested by: Administration/Finance
Date of introduction: November 14, 2023

ORDINANCE NO. 23-159

**AMEND THE GRANTS BUDGET:
APPROPRIATE $100,000 IN AMERICAN RESCUE PLAN ACT LOCAL ASSISTANCE AND TRIBAL CONSISTENCY FUND FROM THE U.S. DEPARTMENT OF TREASURY**

WHEREAS, the federal American Rescue Plan Act (ARPA) appropriated funds for the Local Assistance and Tribal Consistency Fund, to provide payments to eligible revenue sharing counties and eligible Tribal governments for use on any governmental purpose except for a lobbying activity; and

WHEREAS, New Castle County has received $100,000 from this fund, as an eligible county; and

WHEREAS, authorization is sought to appropriate these funds towards additional support for local non-profit organizations impacted by the COVID-19 pandemic, to alleviate some of the challenges of providing funds to non-profit organizations given the high eligibility and reporting requirements of the State and Local Fiscal Recovery Funds.

WHEREAS, Council has determined that the provisions of this Ordinance substantially advance, and are reasonably and rationally related to, legitimate government interests (i.e., promoting the health, safety, morals, convenience, order prosperity and/or welfare of the present and future inhabitants of this State).

NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:

Section 1. The Grants Budget as adopted by Ordinance No. 75-173 is hereby amended by adding the material on the attached Exhibit “A,” which is considered to be underscored in its entirety, attached hereto and made a part thereof.

Section 2. This Ordinance shall become effective immediately upon its adoption by County Council and approval by the County Executive, or as otherwise provided in 9 *Del. C.* § 1156.

Section 3. It is the intent of the County Council that the provisions of this Ordinance shall be effective retroactive to March 15, 2021.

Adopted by County Council of
New Castle County on:

_____
Karen Hartley-Nagle
President of County Council
of New Castle County

Approved on:

_____
Matthew Meyer
County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, will appropriate $100,000.00 toward support of non-profit organizations impacted by the COVID-19 pandemic, especially small non-profits less able to comply with the strict requirements of the ARPA State and Local Fiscal Recovery Funds that the county has received and is administering.

FISCAL NOTE: This Ordinance, if approved, will amend the Grants Budget by increasing the authorized spending authority of the Grants Budget of $100,000. This increase will impact FY2024 and FY2025 since the funds are anticipated to be fully expended by June 30, 2025.

DEPARTMENT: County Executive **EXHIBIT:** **"A"**

GRANT TITLE: Local Assistance and Tribal Consistency Fund **Ordinance No.** 23-159

PROGRAM TITLE: Local Assistance and Tribal Consistency Fund

Expense	Current	Change	Revised
Salaries and Wages	$ -	$ -	$ -
Benefits	$ -	$ -	$ -
Training/Civic Affairs	$ -	$ -	$ -
Communication/Utilities	$ -	$ -	$ -
Materials/Supplies	$ -	$ -	$ -
Contractual Services	$ -	$ -	$ -
Equipment	$ -	$ -	$ -
Grants/Fixed Charges	$ 100,000.00	$ -	$ 100,000.00
Land and Structures	$ -	$ -	$ -
Contingency	$ -	$ -	$ -
Operating Transfer Charges	$ -	$ -	$ -
Operating Transfer Credits	$ -	$ -	$ -
Total	$ 100,000.00	$ -	$ 100,000.00

Revenue	Current	Change	Revised
Federal	$ -	$ 100,000.00	$ 100,000.00
State	$ -	$ -	$ -
County	$ -	$ -	$ -
Program Income	$ -	$ -	$ -
Other	$ -	$ -	$ -
Total	$ -	$ 100,000.00	$ 100,000.00

SUPPLEMENTAL INFORMATION

Estimated Program Initiation: 3/15/2021 **Estimated Program Completion:** 6/30/2025

The Local Match: N/A **Found in (ORG):** N/A

Ordinance Passed:

Date Revised:

PROGRAM DESCRIPTION:

The funds may be used to cover any cost incurred on or after March 15, 2021, for any governmental purpose other than a lobbying activity.

11/14/2023

Prime Sponsor(s): Ms. Durham, Ms. George
Co-sponsor(s): Mr. Tackett, Mr. Street, Mr. Cartier, Mr. Carter, Ms. Hartley-Nagle, Mr. Toole, Ms. Kilpatrick
Date of introduction: November 14, 2023

ORDINANCE NO. 23-160

TO AMEND *NEW CASTLE COUNTY CODE* CHAPTER 2 ("ADMINISTRATION"), ARTICLE 5 ("DEPARTMENTS AND OFFICES") TO CREATE THE NEW CASTLE COUNTY PUBLIC ARTS COMMISSION

WHEREAS, promoting the arts is vital to fostering a vibrant and inclusive community in New Castle County; and

WHEREAS, the arts serve as an economic driver, creating jobs and generating tax revenue and is an economic asset that stimulates business activity, and expands an area's work force and tax base; and

WHEREAS, the arts attract tourism to New Castle County: According to the Delaware State Tourism Office's 2021 Value of Tourism Report, 39% of overnight visitors to New Castle County engaged in cultural activities, and 59% engaged in entertainment activities. Visitors spent a total of $2.52 billion, and Delaware's economy was able to keep 66 cents of each tourism dollar spent in the state; and

WHEREAS, the arts serve as a civic catalyst, creating a welcoming sense of place and a desirable quality of life; it makes communities vibrant, welcoming and desirable. Creative placemaking positively impacts local economies and quality of life; creates jobs, and stimulates commercial traffic, all of which leverage neighborhood revitalization, give representation to diverse populations, and strengthen communities; and

WHEREAS, contemporary art installations, exhibitions, interventions, and celebrations can create important opportunities to address social and economic inequalities in our communities and provide forums for safe dialog to heal these historic fractures, and

WHEREAS, a Public Arts Commission will provide an opportunity for all community members, especially underserved populations, to actively and equitably engage in the development and promotion of public art activities; and

WHEREAS, the establishment of a New Castle County Public Arts Commission ("Commission") will support local visual artists, enhance public spaces, increase tourism, and celebrate the County's cultural diversity; and

WHEREAS, the goals of a County Public Arts Commission are aligned with the goals of the Delaware Arts Alliance's "Creative Economy and Cultural Tourism Recovery and Growth Plan" currently under development; and

WHEREAS, the Public Arts Commission will encourage equitable public participation and collaboration in public arts-related initiatives; and

WHEREAS, the Public Arts Commission will play a significant role in shaping policies and strategies to integrate the arts into County community spaces and development projects; and

WHEREAS, the Public Arts Commission will serve as an approval body for the design and location of public art on County property, and acquisition of works of art by the County, as well as review conservation and relocation plans for County-owned sculptures and public works of art, installations, and exhibitions; and

WHEREAS, the New Castle County Public Arts Commission will serve as a vital platform to enhance artistic expression, creativity, equitable representation, and cultural enrichment in the public realm.

NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:

Section 1. *New Castle County Code* Chapter 2 ("Administration"), Article 5 ("Departments and Offices") is hereby amended by adding the material that is underscored, as follows.

Sec. 2.05.516. - New Castle County Public Arts Commission

A. The New Castle County Public Arts Commission ("Commission") shall consist of nine (9) members including the Chair. The County Council shall appoint five (5) members, including ex officio designees, with the advice and consent of the County Executive. The County Executive shall appoint four (4) members with the advice and consent of County Council. The County Executive, with the advice and consent of County Council, shall appoint one member from the nine nominated members as Chairperson who shall serve at the pleasure of the County Executive. Recommendations for membership will be sought from local visual arts organizations, educational institutions, and community leaders in the visual arts field. Except for certain initial appointments as identified below, all Commission members other than the Chair and ex officio positions shall serve 4 year terms, which may be renewed. Membership of the Commission shall consist of:

1. At least 1 representative from visual arts organizations, including art museums, that are located or operate within the County;
2. At least 2 County residents who are visual artists (including but not limited to a sculptor and painter) or who have a demonstrated involvement in public art;
3. At least 1 representative from the faculty or governing body of an educational institution with art or architecture programs;
4. At least 1 representative from a non-profit organization engaged in supporting the visual arts;
5. At least 1 registered landscape architect;
6. The Director of the Delaware Art Museum [ex officio] or their designee; and

B. The Department of Community Services shall provide the administrative and community support required by the Commission in the performance of its official duties. The Department of Public Works shall provide technical and project management support for the public art installations directed by the Commission. The Commission may engage with other County departments in the performance of its official duties.

C. The initial appointments of the members of the Commission shall be 2 or 4 years to stagger the terms so that approximately half the members will be up for reappointment every 2 years.

D. The Commission shall have the authority to develop its own bylaws, with the advice and assistance of the Department of Law and Department of Community Services.

E. Under this Commission, “Public art” shall include works of art commissioned, gifted, transferred, purchased, borrowed, and exhibited for the enhancement of NCC County properties, both exterior and interior public spaces, as permanent or temporary installations. “Public art” can also include works of art owned by NCC Government that are installed on other properties not owned by NCC. The permanent collection of Rockwood Park & Museum, which is managed by a separate collections policy, is excluded.

F. *Duties.* The Commission shall generally advise and keep informed the County Council, the County Executive, and relevant County Departments on matters pertaining to public art in New Castle County. Additionally, the Commission shall:

1. Promote and advocate for permanent or semi-permanent public visual arts projects that reflect the cultural, natural, and historical diversity of New Castle County;
2. Provide advice and oversight on public art acquisition by the County, whether by purchase, gift or otherwise and its proposed location;
3. Develop and recommend policies to manage County public art collections, exhibitions, commissions, maintenance, conservation, and installations;
4. Regularly review existing public art inventory, conditions, and maintenance schedule(s), make recommendations for care and maintenance, and ensure compliance with the County Collections policy;
5. Review and recommend any changes to existing public art owned or managed by the County, including maintenance, conservation, removal, relocation, alteration or deacquisition;
6. Facilitate public engagement and encourage community participation in public arts related initiatives;
7. Advise on strategies to integrate public art elements into County construction projects and public spaces;
8. Support local visual artists and arts organizations through collaboration with the County on potential grant programs and funding opportunities; and
9. Collaborate with stakeholders to develop a comprehensive public art strategy for New Castle County.

G. To encourage broad community participation in the public art program and to ensure artwork of the highest quality, the Commission may solicit the participation of community representatives and professionals in the visual arts and design fields as part of the artist and art work selection process for particular public art projects in accordance with the size and complexity of the projects. These advisors may assist the Commission in the selection of artists, project oversight, and other related purposes, but shall have no vote on matters coming before the Commission.

H. *Meetings*. The Commission shall meet quarterly, but may meet more frequently if it so chooses. All meetings shall be open to the public and publicly noticed, consistent with the Freedom of Information Act.

I. *Reports*. The Commission shall issue an annual report to the County Executive and County Council by June 30 of each year on its activities, the public arts strategy, and recommendations.

Section 2. This ordinance shall become effective immediately upon its adoption by County Council and approval by the County Executive, or as otherwise provided in 9 *Del. C.* § 1156.

Adopted by County Council of
New Castle County on:

_____
Karen Hartley-Nagle
President of County Council
of New Castle County

Approved on:

_____
Matthew Meyer
County Executive
of New Castle County

Ssynopsis: This ordinance creates the New Castle County Public Arts Commission.
FISCAL NOTE: There is no anticipated fiscal impact with the adoption of this ordinance.

Prime Sponsor(s): Mr. Smiley, Mr. Cartier
Co-Sponsor(s): Mr. Hollins
Date of introduction: October 10, 2023

SUBSTITUTE NO. 1 TO
ORDINANCE NO. 23-141

TO AMEND *NEW CASTLE COUNTY CODE* CHAPTER 2 ("ADMINISTRATION"), ARTICLE 5 ("DEPARTMENTS AND OFFICES"), SECTION 301 ("FUNCTIONS"), SECTION 303 ("PURCHASING OF CONTRACT CONSTRUCTION"), SECTION 501 ("OFFICE OF TECHNOLOGY AND ADMINISTRATIVE SERVICES"), AND SECTION 502 ("PURCHASING OF SUPPLIES AND CONTRACTUAL SERVICES")

WHEREAS, New Castle County ("County") has a compelling interest to use its spending powers in a manner that promotes a robust and inclusive economy that fully utilizes all segments of its business population regardless of race or gender; and

WHEREAS, the County Department of Public Works ("Public Works") retained Keen Independent Research LLC ("Keen") to perform a disparity study to analyze whether there are disparities in the utilization and availability of minority- and women-owned businesses within our market region, in public works contracts; and

WHEREAS, in April 2022, Keen and Public Works presented the results of the disparity study to County Council, with Keen finding that while Public Works does not have an *overall* disparity with respect to awarding public works contracts to minority- and women-owned businesses, there was underutilization with respect to the awarding of public works contracts to African American-, Asian American-, and Native American-owned businesses; and

WHEREAS, to address the underutilization of certain minority-owned businesses in public works contracts, Keen recommended that the County implement a Small Business Enterprise ("SBE") program to solicit, educate, and engage SBEs, including minority-owned enterprises ("MBEs"), women-owned enterprises ("WBEs"), and all disadvantaged business enterprises (collectively "DBEs"); and

WHEREAS, as part of the SBE program, Keen recommended that the County raise the bidding limits of public works contracts to equal those of the State of Delaware, thereby potentially increasing the number of contracts that can be bid informally, with procedures to attract and directly engage SBEs, including DBEs, and

WHEREAS, the County desires to expand the SBE program, including the increase in bid limits, to include all types of County contracts, including public works contracts, professional services contracts, contractual services contracts, and material and supplies contracts; and

WHEREAS, on May 24, 2022, County Council passed Resolution 22-111, urging the Delaware General Assembly to authorize the County to implement adjusted bidding thresholds, consistent with the State of Delaware, for County contracts; and

WHEREAS, on July 21, 2023, the Governor signed House Bill 72, which raised the public bidding thresholds for procurement of goods, contractual services, professional services and public works contracts by county governments to match the bidding thresholds set forth by the State of Delaware's Contracting and Purchasing Advisory Council or as otherwise set forth by state law; and

WHEREAS, changes to the *New Castle County Code* are required to adopt the new bidding thresholds as proposed; and

WHEREAS, in addition to the changes to the bidding thresholds, the County would like to modify its code to accurately reflect its current public works contract procedures; to allow multiple source contracting for public works contracts; and to provide updates to the County's purchasing provisions.

NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:

Section 1. *New Castle County Code* Chapter 2 ("Administration"), Article 5 ("Department and Offices"), Division 2.05.300 ("Department of Public Works"), Section 2.05.301 ("Functions"), is hereby amended by adding the material that is underscored and deleting the material that is bracketed and stricken, as set forth below:

Sec. 2.05.301. Functions.

***

B. [~~Assist~~] Coordinate with the [~~Department of Administration~~] Office of Technology and Administrative Services in the tabulation of bids and in the determination of the lowest and best bidder with respect to all public works contracts, and, upon request of the Office of [~~Administration~~] Technology and Administrative Services, with respect to contracts for materials, supplies and equipment.

***

Section 2. *New Castle County Code* Chapter 2 ("Administration"), Article 5 ("Department and Offices"), Division 2.05.300 ("Department of Public Works"), Section 2.05.301 ("Purchasing of contract construction"), is hereby amended by adding the material that is underscored and deleting the material that is bracketed and stricken, as set forth below:

Sec. 2.05.303. Purchasing of contract construction.

A. *Definitions.* The following words, terms, and phrases, when used in this Section, shall have meanings ascribed to them in this Subsection, except where the contact clearly indicates a different meaning:

***

Material means materials, equipment, tools, supplies and other tangible personal property used in connection with or for the performance of a [~~special services~~] public works contract or which becomes a component part of the finished project resulting from contract construction.

***

B. …

C. *Duties.* In coordination with the Office of Technology and Administrative Services, the Department of Public Works shall have charge of and be responsible for the purchasing of all contract construction for the County and all County agencies and using agencies and the entering into of all public works contracts for such contract construction, and the Department of Public Works shall perform its functions and duties and exercise its power and authority for such purchasing and such contracting in accordance with the terms and conditions of this Section.

D. *Procedures.*

1. *Procurement of public works contracts – Formal Bid.*

a. All contract construction shall be performed by public works contracts entered into on the open market after competitive bidding in accordance with the terms of this Section, except only in the following specified instances where competitive bidding shall not be required:

i. Where the probable cost of the contract construction is estimated not to exceed [~~fifty thousand dollars ($50,000.00)~~] two hundred fifty thousand dollars ($250,000.00).

***

b. If the probable cost of the contract construction is estimated to exceed fifty [two hundred fifty] thousand dollars ([$50,000.00] $250,000.00), the [~~special services~~] public works contract for such contract construction shall be obtained only after public advertising and competitive bidding and the receipt of sealed bids as provided for in this Section.

***

j. If the probable cost of the contract construction is estimated to exceed [~~fifty thousand dollars ($50,000.00)~~] two hundred fifty thousand dollars ($250,000.00), the [~~special services~~] public works contract for such contract construction shall be obtained only after public advertising and competitive bidding and the receipt of sealed bids as provided for in this Section.

***

2. *Plans and specifications for competitive bidding; descriptions; public advertisement.*

a.

***

ii. When the County or a using agency or a County agency proposes to enter into a public works contract for a public building project, not a highway and heavy project, and the probable cost of the contract is estimated to exceed [~~fifty thousand dollars ($50,000.00)~~] two hundred fifty thousand dollars ($250,000.00), there shall be a prebid meeting of prospective bidders (attendance [~~is not~~] may be mandatory) held with and called publicly upon reasonable notice by the County, the using agency or the County agency, as the case may be, at a place and time stated in such notice, which meeting shall be at least fifteen (15) calendar days before the date for the submission of bids; at the meeting all the participants, including the County, the using agency or the County agency, as the case may be, shall attempt to agree upon a listing of all subcontractor categories to be included in the bids for performing the public works contract as required by Subsection D.9. If all the participants do not agree on such a listing at the meeting, the County, the using agency or the County agency, as the case may be, itself, at least ten (10) calendar days before the due date for submission of bids, shall determine the subcontractor categories to be included in the listing. The listing, whether agreed to by all of the participants at the meeting or determined in the absence of the unanimous agreement of the participants at the meeting by the County, the using agency or the County agency, as the case may be, itself, shall be published by the County, the using agency or the County agency, as the case may be, at least ten (10) calendar days before the due date for the submission of bids, by mailing the listing to each of the participants at the meeting and to such other industry organization, as shall be determined from time to time by the County or the County agency or the using agency, as the case may be. The listing, determined in either of the manners specified in this Subsection and as so published, shall be final and binding upon all bidders and the County, the using agency or the County agency, as the case may be, and it shall be filled out completely in full without any abbreviations.

b. When the probable cost of the proposed public works contract is estimated to exceed [~~fifty thousand dollars~~

~~($50,000.00)~~] two hundred fifty thousand dollars ($250,000.00) and after or in connection with compliance with Subsection D.2.a.i and, if applicable, Subsection D.2.a.ii, the County, the using agency or the County agency, as the case may be, shall then advertise for formal sealed bids for the public works contract. The advertisement for such bids shall be published at least once a week for two (2) consecutive weeks in a newspaper published and of general circulation in each county of the State. The advertisement shall state the name of the procuring or awarding agency; shall indicate with reasonable accuracy the character, quantity and location of the work and/or the characters and quantity of material; shall state the time and place of the submission and opening of bids, which place in each instance shall be within the County, and where in the County the plans and specifications or descriptions and such other terms and conditions as shall have been prepared for the contract by the County or the using agency, as provided in Subsection D.2.a.i, may be obtained.

***

3. *Qualifying bidders – Contractor Responsibility Certifications.*

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4. *Deposit required with bids; return of security.*

a. If the probable cost of any public works contract is estimated to exceed [~~ten thousand dollars ($10,000.00)~~] two hundred fifty thousand dollars ($250,000.00), all bids shall be accompanied by a deposit of either (i) a good and sufficient bond to the County for the benefit of the awarding agency, with corporate surety authorized to do business in this State, the form of the bond and the surety to be approved by the awarding agency, or (ii) a certified check of the bidder endorsed to or made payable to the order of the awarding agency, in either case for a sum equal to at least ten (10) percent of the bid. The bid bond need not be for a specific sum but may be stated to be for a sum equal to ten (10) percent of the bid to which it relates and not to exceed a certain stated sum, if such sum is equal to at least ten (10) percent of the bid.

***

5. *Opening of bids; award of public works contracts; right to reject bods; licenses required at time of award; mistakes, omissions and errors in preparation of bids.*

***

f. If the Office of Technology and Administrative Services and/or the Department of Public Works determines that a Contractor or Subcontractor [~~Qualification~~] Responsibility Certification, or any other documentation or information submitted by the bidder, contains false or misleading material information that was provided knowingly or with reckless disregard for the truth, or omits material information that was omitted knowingly or with reckless disregard of the truth, the firm for which the certification was submitted shall be prohibited from performing work for the County for a period of up to five (5) years, and shall be further subject to any other penalties and sanctions, including contract termination, available to the County under law. A contract terminated under these circumstances shall further entitle the County to withhold payment of any monies due to the firm as liquidated damages.

***

9. [~~*Public works contracts exceeding fifty thousand dollars ($50,000.00) for contract construction of a public building project.*~~] *Required Subcontractor Information -* Any public works contract for any contract construction of a public building project, but not of a highway and heavy project, where the probable cost of the contract construction is estimated to exceed [~~fifty thousand dollars ($50,000.00)~~] two hundred fifty thousand dollars ($250,000.00), shall be subject to the following:

***

11. *Prevailing Wage.*

***

k. The County is authorized to monitor all contract construction for compliance with this Section and/or investigate all claims that the prevailing wage rates as provided for under this Section are not being or have not been paid. Upon finding that an employer has not paid or is not paying the prevailing wage rates, the County shall provide the employer with a written notice of alleged violation(s) by personal service or by certified mail and shall make an effort to obtain compliance. The notice of violation shall describe the violation(s), in addition to stating applicable sanctions and/or penalties. Upon failure to obtain compliance within ten (10) business days from the date the letter was received by the employer, the County may withhold so much of accrued

payments as may be considered necessary to pay to laborers and mechanics the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and the rates of wages received by such laborers and mechanics, and the accrued payments will be distributed upon resolution of the matter. An employer who disputes the alleged violation(s), sanctions or penalties may, within ten (10) days from receipt of the notice of violation, file a written request for a hearing before the General Manager of the Department of Public Works or his/her designee. The General Manager shall issue a final order within [~~two (2)~~] five (5) business days from the conclusion of the hearing. If no hearing is requested, the notice shall become a final order upon expiration of the ten (10) day period. Payment of the penalty is due when a final order is issued or when the notice becomes a final order. Failure to provide timely payment shall constitute a separate violation of this Section. Any sum collected as a fine or penalty pursuant to this Section shall be applied toward enforcement and administration costs of the Department of Public Works.

***

16. *Add-ons and overruns on public works contracts.*

a. The County Executive may establish administrative policies to limit the allowable add-ons and overruns on public works contracts exceeding [~~fifty thousand dollars ($50,000.00)~~] two hundred fifty thousand dollars ($250,000.00) as originally executed. Such add-ons and overruns will only be allowed to account for differences between the construction specifications and drawings and actual conditions encountered during the execution of the contract.

b. In no case shall additional work be added to a public works contract exceeding [~~fifty thousand dollars ($50,000.00)~~] two hundred fifty thousand dollars ($250,000.00), as originally executed, which is not within the scope of the original public works contract. The Office of Law [~~Department~~] shall determine if work is within the scope of the original public works contract. If it is not, the additional work must be contracted for pursuant to Subsection D.1.

c. When contracts are let for less than [~~fifty thousand dollars ($50,000.00)~~] two hundred fifty thousand dollars ($250,000.00) but due to add-ons and overruns exceed that limit, the excess must be bid unless otherwise determined by the County Executive.

***

18. *Multiple source contracting.* The County may award a public works contract to two (2) or more firms if the General Manager of the Department of Public Works makes a determination that such an award is in the best interest of the County. If such a determination is made, the advertisement shall include a notification of the right of the County to make such an award and the criteria upon which such an award will be based.

19. *Small Business Enterprise Program*. The County shall develop a Small Business Enterprise (SBE) Program to solicit, educate and engage SBEs. Such program shall be detailed in an administrative policy, which shall be made available to the public. The SBE Program policy shall include the administrative process for engaging SBEs and soliciting competitive prices for contracts below two hundred fifty thousand dollars ($250,000).

Section 3. *New Castle County Code* Chapter 2 ("Administration"), Article 5 ("Department and Offices"), Division 2.05.300 ("Department of Administration"), Section 2.05.501 ("Office of Technology and Administrative Services"), is hereby amended by adding the material that is underscored and deleting the material that is bracketed and stricken, as set forth below:

Sec. 2.05.501. Office of Technology and Administrative Services.

The Office of Technology and Administrative Services, managed by the Chief of Technology and Administrative Services who shall be qualified for the position by education, experience and training, and shall perform the following functions:

A. The Purchasing Section is responsible for obtaining goods and services for public purposes according to the laws and procedures intended to provide for the economical expenditures of public funds. The Purchasing Section also coordinates in the tabulation of bids and in the determination of the lowest and best bidder with respect to public works contracts.

***

Section 4. *New Castle County Code* Chapter 2 ("Administration"), Article 5 ("Department and Offices"), Division 2.05.300 ("Department of Administration"), Section 2.05.502 ("Purchasing of supplies and contractual services"), is hereby amended by adding the material that is underscored and deleting the material that is bracketed and stricken, as set forth below:

Sec. 2.05.502. Purchasing of supplies and contractual services.

A. Generally

***

7. *Exceptions generally.*

a. All purchases of and contracts for supplies and contractual services and all sales of obsolete or unusable personal property shall except as specifically provided in this Subsection, be based on competitive bids. Exceptions to competitive bidding will include repair parts for [~~special~~] specialized equipment, sole-source items, patented items, goods or services only available from one (1) source, professional services, relating to entertainers/performers, instructors, the purchase of insurance, the purchase of used vehicles and equipment for undercover operations, including all necessary maintenance and repairs, and emergency needs and the purchase and updates of technology and software for use by the Department of Public Safety in connection with its undercover operations. Also, the sale, donation and/or re-homing of any working animal that can no longer perform the duties for New Castle County for which the animal was originally obtained.

***

c. If the cost of an exception exceeds [~~twenty-five thousand dollars ($25,000.00)~~] one hundred thousand dollars ($100,000.00) for supplies and contractual services or one hundred fifty thousand dollars ($150,000.00) for professional services relating to entertainment/performers or instructors, the concurrence of the Law Department must be obtained.

***

9. *Exception for emergency purchases.* When purchases are necessary to avoid serious danger to life, impairment to property or equipment, considerable monetary loss to the County, or when there is insufficient time for competitive bidding, the Chief of Technology and Administrative Services [~~or~~] and the general manager of the impacted department involved may declare an exception. If the probable cost of the purchase order or contract to be made on an emergency basis exceeds [~~twenty-five thousand dollars ($25,000.00)~~] one hundred thousand dollars ($100,000.00), the County's Chief Administrative Officer must declare that an unusual emergency exists by reason of extraordinary conditions or contingencies that could not reasonably be foreseen and guarded against and which in the opinion of the general manager or head of the agency concerned requires immediate action. A complete record of the emergency purchase and the situation necessitating the purchase shall be forwarded within twenty-four (24) hours to the Chief of Technology and Administrative Services. If the purchase is in excess of [~~twenty-five thousand dollars ($25,000.00)~~] one hundred thousand dollars ($100,000.00), a record shall also be sent to the Law Department and the Chief Administrative Officer.

***

11. *Formal bidding and contract procedures.* All supplies and contractual services, except as otherwise provided in this Subsection A, when the estimated cost thereof shall exceed [~~twenty-five thousand dollars ($25,000.00)~~] one hundred thousand dollars ($100,000.00), shall be purchased by formal, written contract from the lowest responsible bidder, after due notice inviting sealed proposals. When any other interest of the County may prevail over cost factors, the invitation for bids shall so state, and award of the contract may be based in part upon those considerations.

***

g. *Bids.* Bids shall be submitted sealed to Purchasing and shall be identified as bids on the envelope or may be submitted electronically to a specified e-mail address if instructions are provided within the bid document. Late bids shall be returned to the bidder unopened, and bids submitted electronically shall be rejected. Any bid which is not in the hands of Purchasing prior to or at the precise time stated in the invitation for bids shall be deemed to be a late bid. If a bid is delayed through the fault or error of a County employee, or a proven network issue within the County the bid shall be opened when received by Purchasing and evaluated with all other bids received. Bids shall be publicly opened in the County at the time and place specified in the notice and invitation to bid. A tabulation of all bids received shall be made available to the public on request. The Purchasing Agent shall not accept the bids of any disqualified bidder. The Purchasing Agent may waive minor irregularities in a bid. A minor irregularity shall be defined for these purposes as one which does not give the bidder in whose proposal it is contained an advantage or benefit not enjoyed by other bidders. A minor irregularity which may be waived or cured is any condition attached to the bid which does not change the terms of the purchase or unfairly prejudice other bidders. The Purchasing Agent shall have the authority to reject all bids, reject parts of all bids, or reject specific bids for anyone (1) or more supplies or contractual services included in the proposed contract, when it is in the best interest of the County.

***

13. *Sole source / single source procurement.*

a. A contract may be awarded for material or nonprofessional services without competition if the agency head, prior to the procurement, determines in writing that there is only one source for the required material or nonprofessional service. Sole source or single source procurement shall not be used

unless there is sufficient evidence that there is only one source for the required material or service and that no other type of material or service will satisfy the requirement of the agency. The Chief of Technology and Administrative Services and the agency shall examine cost or pricing data prior to an award under this Section. Sole source procurement shall be avoided, except when no reasonable alternatives sources exist. A written determination by the Chief of Technology and Administrative Services stating the basis for the sole source procurement shall be included in the agency contract file with [~~a copy~~] notification sent to County Council a week prior to the award of the contract if the contract to be awarded is [~~under fifty thousand dollars ($50,000.00)~~] over one hundred thousand dollars ($100,000.00) for goods and contractual services.

***

16. *Add-ons and overruns.*

***

c. When contracts are let for less than or equal to [~~twenty-five thousand dollars ($25,000.00)~~] one hundred thousand dollars ($100,000.00) for goods and services, but due to add-ons and overruns exceed that limit, the excess must be bid.

***

19. *Small Business Enterprise Program.* The County shall develop a Small Business Enterprise (SBE) Program to solicit, educate and engage SBEs. Such program shall be detailed in an administrative policy, which shall be made available to the public. The SBE Program policy shall include the administrative process for engaging SBEs and soliciting competitive prices for contracts below one hundred thousand dollars ($100,000.00) for goods and contractual services.

B. *Professional services purchases and contracts.*

***

3. *Scope.* Subsection B covers the purchase of and the contracting for all professional services by an agency where the probable cost of such services is estimated to exceed [~~fifty thousand dollars ($50,000.00)~~] one hundred fifty thousand dollars ($150,000.00) for professional services, or where the provisions of Section 2.03.103.C are invoked. Purchasing will [~~insure~~] ensure that the provisions of Section 2.03.103.C are provided to all professional service contractors whose contracts are valued at more than five hundred dollars ($500.00).

***

7. *Sole source / single source procurement.*

a. A contract may be awarded for professional service without competition if the agency head, prior to the procurement, determines in writing that there is only one source for the required professional service. Sole source procurement shall not be used unless there is sufficient evidence that there is only one source for the required professional service and that no other type of professional service will satisfy the requirement of the agency. The Chief of Technology and Administrative Services shall examine cost or pricing date prior to an award under this Section. Sole source procurement shall be avoided, except when no reasonable alternative sources exist. A written determination by the Chief of Technology and Administrative Services stating the basis for the sole source procurement shall be included in the contract file with a [~~copy~~] notification sent to County Council a week prior to the award of the contract if the contract to be awarded is [~~under fifty thousand dollars ($50,000.00)~~] over one hundred fifty thousand dollars ($150,000.00) for professional services.

***

12. *Add ons and overruns.*

a. The County Executive may establish administrative policies to limit the allowable add-ons and overruns on purchases of professional services.

b. Additional professional services which are not within the scope of the original purchase order, contract or request for proposal shall not be added to a purchase order or contract. The Law Department shall determine if the professional services are within the original scope of the purchase order, the contract or request for proposal. If they are not, the additional professional services must be purchased or contracted for pursuant to Subsection B.4.

c. When contracts are let for less than or equal to one hundred fifty thousand dollars ($150,000.00) but due to add-ons and overruns exceed that limit, the excess must be bid.

13. *Small Business Enterprise Program.* The County shall develop a Small Business Enterprise (SBE) Program to solicit, educate and engage SBEs. Such program shall be detailed in an administrative policy, which shall be made available to the public. The SBE Program policy shall include the administrative process for engaging SBEs and soliciting competitive prices for contracts below one hundred fifty thousand dollars ($150,000.00) for professional services.

Adopted by County Council of
New Castle County on:

_____
President of County Council
of New Castle County

Approved on:

_____
County Executive
New Castle County

SYNOPSIS: This legislation will raise the bid thresholds for procurement of goods, contractual services, professional services and public works contracts by New Castle County as permitted by State law; modify New Castle County's procurement code in order to accurately reflect its current public works contracts procedures; revise the procurement code to allow New Castle County to award public works contracts via multiple source contracting; and require the County to create a small business enterprise program.

Substitute No. 1 to Ordinance No. 23-141: In addition to making certain clarifications to Ordinance No. 23-141, Substitution No. 1. to Ordinance No. 23-141 provides additional background information in the preamble of the ordinance to further describe the basis for New Castle County's request to change the procurement code as proposed by Substitution No. 1. to Ordinance No. 23-141.

FISCAL NOTE: No discernible fiscal impact.

Introduced by: Mr. Smiley, Mr. Cartier
Date of introduction: October 10, 2023

ORDINANCE NO. 23-141

TO AMEND *NEW CASTLE COUNTY CODE* CHAPTER 2 ("ADMINISTRATION"), ARTICLE 5 ("DEPARTMENTS AND OFFICES"), SECTION 303 ("PURCHASING OF CONTRACT CONSTRUCTION") AND SECTION 502 ("PURCHASING OF SUPPLIES AND CONTRACTUAL SERVICES")

WHEREAS, in order to make the procurement process more transparent, to centralize the process and to standardize the process, it has been determined that it would be beneficial to shift the responsibility, in large part, for the procurement of contract construction from the Office of Technology and Administration Services to the Department of Public Works.

NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:

Section 1. *New Castle County Code* Chapter 2 ("Administration"), Article 5 ("Department and Offices"), Division 2.05.300 ("Department of Public Works"), Section 2.05.303 ("Purchasing of contract construction"), is hereby amended by adding the material that is underscored and deleting the material that is bracketed and stricken, as set forth below:

Sec. 2.05.303. Purchasing of contract construction.

A. *Definitions.* The following words, terms, and phrases, when used in this Section, shall have meanings ascribed to them in this Subsection, except where the contact clearly indicates a different meaning:

***

Material means materials, equipment, tools, supplies and other tangible personal property used in connection with or for the performance of a [~~special services~~] public works contract or which becomes a component part of the finished project resulting from contract construction.

***

B. …

C. *Duties.* The [~~Office of Technology and Administrative Services~~] Department Public Works shall have charge of and be responsible for the purchasing of all contract construction for the County and all County agencies and using agencies and the entering into of all public works contracts for such contract construction, and the Department of Public Works shall perform its functions and duties and exercise its power and authority for such purchasing and such contracting in accordance with the terms and conditions of this Section.

D. *Procedures.*

1. *Procedures for public works contracts – Formal Bid.*

a. All contract construction shall be performed by public works contracts entered into on the open market after competitive bidding in accordance with the terms of this Section, except only in the following specified instances where competitive bidding shall not be required:

i. Where the probable cost of the contract construction is estimated not to exceed [~~fifty thousand dollars ($50,000.00)~~] two hundred fifty thousand dollars ($250,000.00).

***

j. If the probable cost of the contract construction is estimated to exceed [~~fifty thousand dollars ($50,000.00)~~] two hundred fifty thousand dollars ($250,000.00), the [~~special services~~] public works contract for such contract construction shall be obtained only after public advertising and competitive bidding and the receipt of sealed bids as provided for in this Section.

***

2. *Plans and specifications for competitive bidding; descriptions; public advertisement.*

a. i. In addition to contracts subject to the bid requirements of this Section, when the County or a using agency or a County agency proposes to enter into a public works contract [~~and the probably cost of such contract is estimated to exceed twenty thousand dollars ($20,000.00)~~], the County, the using agency or the County agency as the case may be, shall cause suitable plans and specifications for such project to be prepared for it by registered and licensed architects or engineers who shall sign such plans and specifications and affix their seals thereto; provided, however, that when the plans and specifications for the public works contract are identical to plans and specifications similarly signed and sealed for previous public works contracts awarded under this Section, such identical plans and specifications may be utilized without new or updated signatures and seals of the registered and licensed architects or engineers; provided, further, that any architect or engineer who signed and sealed the original of such identical plans will have no liability arising from the use of such architect's or engineer's plans and specifications other than the use contemplated by the contract pursuant to which the original of such plans and specifications

was created, signed and sealed, unless such architect or engineer reviews and approves such different use. The County, the using agency or the County agency, as the case may be, shall publish such plans and specifications as part of the proposed public works contract and prescribe such other terms and conditions as it deems necessary. The description of work and/or material and the plans and specifications may use a brand or trade name specifically when it is in the best interests of the County to match its existing inventory.

ii. When the County or a using agency or a County agency proposes to enter into a public works contract [~~for a public building project, not a highway and heavy project~~], and the probable cost of the contract is estimated to exceed [~~fifty thousand dollars ($50,000.00)~~] two hundred fifty thousand dollars ($250,000.00), there shall be a prebid meeting of prospective bidders (attendance [~~is not~~] may be mandatory) held with and called publicly upon reasonable notice by the County, the using agency or the County agency, as the case may be, at a place and time stated in such notice, which meeting shall be at least fifteen (15) calendar days before the date for the submission of bids; at the meeting all the participants, including the County, the using agency or the County agency, as the case may be, shall attempt to agree upon a listing of all subcontractor categories to be included in the bids for performing the public works contract as required by Subsection D.9. If all the participants do not agree on such a listing at the meeting, the County, the using agency or the County agency, as the case may be, itself, at least ten (10) calendar days before the due date for submission of bids, shall determine the subcontractor categories to be included in the listing. The listing, whether agreed to by all of the participants at the meeting or determined in the absence of the unanimous agreement of the participants at the meeting by the County, the using agency or the County agency, as the case may be, itself, shall be published by the County, the using agency or the County agency, as the case may be, at least ten (10) calendar days before the due date for the submission of bids, by mailing the listing to each of the participants at the meeting and to such other industry organization, as shall be determined from time to time by the County or the County agency or the using agency, as the case may be. The listing, determined in either of the manners specified in this Subsection and as so published, shall be final and binding upon all bidders and the County, the using agency or the County agency, as the case may be, and it shall be filled out completely in full without any abbreviations.

b. When the probable cost of the proposed public works contract is estimated to exceed [~~fifty thousand dollars ($50,000.00)~~] two hundred fifty thousand dollars ($250,000.00) and after or in connection with compliance with Subsection D.2.a.i and, if applicable, Subsection D.2.a.ii, the County, the using agency or the County agency, as the case may be, shall then advertise for formal sealed bids for the public works contract. The advertisement for such bids shall be published at least once a week for two (2) consecutive weeks in a newspaper published and of general circulation in each county of the State. The advertisement shall state the name of the procuring or awarding agency; shall indicate with reasonable accuracy the character, quantity and location of the work and/or the characters and quantity of material; shall state the time and place of the submission and opening of bids, which place in each instance shall be within the County, and where in the County the plans and specifications or descriptions and such other terms and conditions as shall have been prepared for the contract by the County or the using agency, as provided in Subsection D.2.a.i, may be obtained.

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3. *Qualifying bidders – Contractor Responsibility Certifications*.

a. The County or a using agency or a county agency shall require any person proposing to bid on a public works contract, as a condition to submitting a bid to it for consideration, to submit to the [~~Office of Technology and Administrative Services~~] Department of Public Works a Contractor Responsibility Certification for contracts where the probable cost of the contract is expected to exceed five hundred thousand dollars ($500,000.00). Only bids approved by the [~~Office of Administrative Services~~] Department of Public Works as meeting all requirements for Contractor Responsibility Certification may be considered by the County or a using agency or a County agency. Such Contractor Responsibility Certification shall include, at a minimum, the following:

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xiii. Certification that the bidder shall abide by the County's Small Business Enterprise Program.

b. The [~~Office of Technology and Administrative Services~~] Department of Public Works shall require bidders and subcontractors to provide appropriate documentation of the

conditions specified in the respective responsibility certifications required by this Section.

c. The [~~Office of Technology and Administrative Services~~] Department of Public Works may require from bidders or subcontractors any other additional information or documents as it deems necessary to evaluate the responsibility of bidders and subcontractors. Such information may include, but shall not be limited to, detailed financial information, references from prior contract customers, past performance evaluations from prior contracts, budget, schedule and change order information from prior contracts or other information deemed necessary for reviewing the bidder's technical qualifications, background, past performance and history of business integrity and law compliance.

d. If a bidder fails to provide the Contractor Responsibility Certification required by this Section, the bidder shall be disqualified from bidding on the public works contract. If a bidder fails to provide other information or documentation required by the [~~Office of Technology and Administrative Services~~] Department of Public Works, it may be disqualified from being awarded the public works contract.

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f. If the [~~Office of Administrative Services~~] Department of Public Works receives no qualifying bids in response to its initial invitation to bid for a contract, the invitation shall be amended to exclude the certification requirement set forth in Subsection 2.05.303.D.3.a.viii.

g. The award of a public works contract is contingent upon the [~~Office of Administrative Services~~] Department of Public Works receiving documentation from bidder verifying compliance with Subsections 2.05.303.D.3.a.i—[~~xii~~] xiii. [~~The Office of Administrative Services~~] The Department of Public Works shall contact the agency or group administering bidder's apprenticeship program to further verify participation.

h. Any contractor who is awarded a public works contract that was subject to the certification requirement found in Subsection 2.05.303.D.3.a.viii. must maintain participation in its apprenticeship program until the Department of Public Works issues conditional acceptance of the work unless the contractor graduates an apprentice from the program prior to completion of the public works contract or there is an unforeseeable circumstance that arises through no fault of the contractor. Upon completion of

the contractor's work under the public works contract, the contractor must provide the [~~Office of Administrative Services~~] Department of Public Works with a verification that it continued to participate in its apprenticeship program until the issuance of conditional acceptance of the work by the Department of Public Works. In the event the contractor is awarded a public works contract but cannot provide verification that it maintained participation in its apprenticeship program for the duration of the contract, the contractor shall be disqualified by the [~~Office of Administrative Services~~] Department of Public Works from bidding on any public works contracts for six (6) months from the date the [~~Office of Administrative Services~~] Department of Public Works determined that the contractor had failed to maintain participation in such program.

4. *Deposit required with bids; return of security.*

a. If the probable cost of any public works contract is estimated to exceed [~~ten thousand dollars ($10,000.00)~~] two hundred fifty thousand dollars ($250,000.00), all bids shall be accompanied by a deposit of either (i) a good and sufficient bond to the County for the benefit of the awarding agency, with corporate surety authorized to do business in this State, the form of the bond and the surety to be approved by the awarding agency, or (ii) a certified check of the bidder endorsed to or made payable to the order of the awarding agency, in either case for a sum equal to at least ten (10) percent of the bid. The bid bond need not be for a specific sum but may be stated to be for a sum equal to ten (10) percent of the bid to which it relates and not to exceed a certain stated sum, if such sum is equal to at least ten (10) percent of the bid.

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5. *Opening of bids; award of public works contracts; right to reject bods; licenses required at time of award; mistakes, omissions and errors in preparation of bids.*

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c. Determination of contractor responsibility.

i. After bids have been publicly opened and the apparent low bidder has been identified pursuant to this Section, the [~~Office of Technology and Administrative Services~~] Department of Public Works shall provide such bidder with a written Request for Bidder Information that shall require the bidder to provide, within fourteen (14) calendar days, the subcontractor list and Subcontractor Responsibility Certifications required by this Section. A subcontractor listed pursuant to this Section shall not be substituted unless written

authorization is obtained from the [~~Office of Technology and Administrative Services~~] Department of Public Works and a Subcontractor Responsibility Certification is provided for the substitute subcontractor.

ii. During the period between the issuance of the Request for Bidder Information and the award of the contract, the [~~Office of Technology and Administrative Services~~] Department of Public Works shall undertake a review to determine whether the apparent low bidder and its listed subcontractors have provided all necessary information and documentation required by this Section and otherwise possess the necessary experience, financial resources, personnel resources and technical qualifications to successfully perform the public works contract and have a sufficient record of law compliance and business integrity to justify the award of a public contract. In conducting such inquiries, the [~~Office of Technology and Administrative Services~~] Department of Public Works may seek additional information from the bidder, prior customers of the bidder, or from any other relevant source.

iii. If at the conclusion of its review, the [~~Office of Technology and Administrative Services, on the recommendation of the~~] Department of Public Works[,] determines that the qualifications, background and responsibility of the apparent low bidder and its identified subcontractors are satisfactory, it shall award the contract.

iv. In the event that the [~~Office of Technology and Administrative Services~~] Department of Public Works determines that a prospective subcontractor listed by the apparent low bidder does not meet the responsibility standards of this Section, the Department may, after informing the awardee, exercise one (1) of the following options:

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f. If the Office of Technology and Administrative Services and/or the Department of Public Works determines that a Contractor or Subcontractor [~~Qualification~~] Responsibility Certification, or any other documentation or information submitted by the bidder, contains false or misleading material information that was provided knowingly or with reckless disregard for the truth, or omits material information that was omitted knowingly or with

reckless disregard of the truth, the firm for which the certification was submitted shall be prohibited from performing work for the County for a period of up to five (5) years, and shall be further subject to any other penalties and sanctions, including contract termination, available to the County under law. A contract terminated under these circumstances shall further entitle the County to withhold payment of any monies due to the firm as liquidated damages.

g. To ensure compliance on public works contracts with equal employment opportunity laws and policies, and other County contracting laws and policies, the [~~Office of Technology and Administrative Services~~] Department of Public Works shall monitor such contracts and prepare a quarterly report to County Council that indicates the percentages of minority, women, apprentice and in-state workers employed on public works contracts. The quarterly report will be based on information submitted by the contractor in a format defined by [~~the Office of Technology and Administrative Services~~] the Department of Public Works at the time of request for bids and will include all active public works contracts. The report shall be considered a public document.

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9. [~~*Public works contracts exceeding fifty thousand dollars ($50,000.00) for contract construction of a public building project.*~~] *Required Subcontractor Information -* Any public works contract [~~for any contract construction of a public building project, but not of a highway and heavy project,~~] where the probable cost of the contract construction is estimated to exceed [~~fifty thousand dollars ($50,000.00)~~] two hundred fifty thousand dollars ($250,000.00), shall be subject to the following:

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11. *Prevailing Wage.*

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k. The County is authorized to monitor all contract construction for compliance with this Section and/or investigate all claims that the prevailing wage rates as provided for under this Section are not being or have not been paid. Upon finding that an employer has not paid or is not paying the prevailing wage rates, the County shall provide the employer with a written notice of alleged violation(s) by personal service or by certified mail and shall make an effort to obtain compliance. The notice of violation shall describe the

violation(s), in addition to stating applicable sanctions and/or penalties. Upon failure to obtain compliance within ten (10) business days from the date the letter was received by the employer, the County may withhold so much of accrued payments as may be considered necessary to pay to laborers and mechanics the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and the rates of wages received by such laborers and mechanics, and the accrued payments will be distributed upon resolution of the matter. An employer who disputes the alleged violation(s), sanctions or penalties may, within ten (10) days from receipt of the notice of violation, file a written request for a hearing before the General Manager of the Department of Public Works or his/her designee. The General Manager shall issue a final order within [~~two (2)~~] five (5) business days from the conclusion of the hearing. If no hearing is requested, the notice shall become a final order upon expiration of the ten (10) day period. Payment of the penalty is due when a final order is issued or when the notice becomes a final order. Failure to provide timely payment shall constitute a separate violation of this Section. Any sum collected as a fine or penalty pursuant to this Section shall be applied toward enforcement and administration costs of the Department of Public Works.

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16. *Add-ons and overruns on public works contracts.*

a. The County Executive may establish administrative policies to limit the allowable add-ons and overruns on public works contracts exceeding [~~fifty thousand dollars ($50,000.00)~~] two hundred fifty thousand dollars ($250,000.00) as originally executed. Such add-ons and overruns will only be allowed to account for differences between the construction specifications and drawings and actual conditions encountered during the execution of the contract.

l. In no case shall additional work be added to a public works contract exceeding [~~fifty thousand dollars ($50,000.00)~~] two hundred fifty thousand dollars ($250,000.00), as originally executed, which is not within the scope of the original public works contract. The Office of Law [~~Department~~] shall determine if work is within the scope of the original public works contract. If it is not, the additional work must be contracted for pursuant to Subsection D.1.

m. When contracts are let for less than [~~fifty thousand dollars ($50,000.00)~~] two hundred fifty thousand dollars ($250,000.00)

but due to add-ons and overruns exceed that limit, the excess must be bid unless otherwise determined by the County Executive.

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18. *Multiple source contracting.* The County may award a contract for a particular contract construction project to two (2) or more firms if the General Manager of the Department of Public Works makes a determination that such an award is in the best interest of the County. If such a determination is made, the advertisement shall include a notification of the right of the County to make such an award and the criteria upon which such an award will be based.

19. *Small Business Enterprise Program.* Contracts awarded pursuant to this section shall be subject to the County's Small Business Enterprise program as further detailed in an administrative policy, which shall be made available to the public.

20. *Procurement of public works contracts – Informal Public Works Contract Procedures.*

a. Applicability. Any public works contract for which the probable cost is less than or equal to two hundred fifty thousand dollars ($250,000.00) shall be subject this section.

b. Procedure. All informal public works contracts shall follow the procedures set by the Department of Public Works and shall include a simplified administrative process for obtaining competitive prices for contracts anticipated to be below two hundred fifty thousand dollars ($250,000.00).

c. Bid and performance bonds may be made a requirement for informal public works contracts made pursuant to this section.

d. Informal public works contracts shall still be subject to the prevailing wage requirements set forth in Subjection D.11, the drug and alcohol testing requirements set forth in Section 2.05.305, and the Small Business Enterprise Program requirements set forth in Section _____ of the *New Castle County Code.*

Sec. 2.05.502. Purchasing of supplies and contractual services.

A. Generally

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7. *Exceptions generally.*

a. All purchases of and contracts for supplies and contractual services and all sales of obsolete or unusable personal property shall except as specifically provided in this Subsection, be based on competitive bids. Exceptions to competitive bidding will include repair parts for [~~special~~] specialized equipment, sole-source items, patented items, goods or services only available from one (1) source, professional services, relating to entertainers/performers, instructors, the purchase of insurance, the purchase of used vehicles and equipment for undercover operations, including all necessary maintenance and repairs, and emergency needs and the purchase and updates of technology and software for use by the Department of Public Safety in connection with its undercover operations. Also, the sale, donation and/or re-homing of any working animal that can no longer perform the duties for New Castle County for which the animal was originally obtained.

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c. If the cost of an exception exceeds [~~twenty-five thousand dollars ($25,000.00)~~] one hundred thousand dollars ($100,000.00) for supplies and contractual services or one hundred fifty thousand dollars ($150,000.00) for professional services relating to entertainment/performers or instructors, the concurrence of the Law Department must be obtained.

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9. *Exception for emergency purchases.* When purchases are necessary to avoid serious danger to life, impairment to property or equipment, considerable monetary loss to the County, or when there is insufficient time for competitive bidding, the Chief of Technology and Administrative Services [~~or~~] and the general manager of the impacted department involved may declare an exception. If the probable cost of the purchase order or contract to be made on an emergency basis exceeds [~~twenty-five thousand dollars ($25,000.00)~~] one hundred thousand dollars ($100,000.00), the County's Chief Administrative Officer must declare that an unusual emergency exists by reason of extraordinary conditions or contingencies that could not reasonably be foreseen and guarded against and which in the opinion of the general manager or head of the agency concerned requires immediate action. A complete record of the emergency purchase and the situation necessitating the purchase shall be forwarded within twenty-four (24) hours to the Chief of Technology and Administrative Services. If the purchase is in excess of [~~twenty-five thousand dollars ($25,000.00)~~] one hundred thousand dollars ($100,000.00), a record shall also be sent to the Law Department and the Chief Administrative Officer.

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11. *Formal bidding and contract procedures.* All supplies and contractual services, except as otherwise provided in this Subsection A, when the estimated cost thereof shall exceed

[~~twenty-five thousand dollars ($25,000.00)~~] one hundred thousand dollars ($100,000.00), shall be purchased by formal, written contract from the lowest responsible bidder, after due notice inviting sealed proposals. When any other interest of the County may prevail over cost factors, the invitation for bids shall so state, and award of the contract may be based in part upon those considerations.

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g. *Bids.* Bids shall be submitted sealed to Purchasing and shall be identified as bids on the envelope or may be submitted electronically to a specified e-mail address if instructions are provided within the bid document. Late bids shall be returned to the bidder unopened, and bids submitted electronically shall be rejected. Any bid which is not in the hands of Purchasing prior to or at the precise time stated in the invitation for bids shall be deemed to be a late bid. If a bid is delayed through the fault or error of a County employee, or a proven network issue within the County the bid shall be opened when received by Purchasing and evaluated with all other bids received. Bids shall be publicly opened in the County at the time and place specified in the notice and invitation to bid. A tabulation of all bids received shall be made available to the public on request. The Purchasing Agent shall not accept the bids of any disqualified bidder. The Purchasing Agent may waive minor irregularities in a bid. A minor irregularity shall be defined for these purposes as one which does not give the bidder in whose proposal it is contained an advantage or benefit not enjoyed by other bidders. A minor irregularity which may be waived or cured is any condition attached to the bid which does not change the terms of the purchase or unfairly prejudice other bidders. The Purchasing Agent shall have the authority to reject all bids, reject parts of all bids, or reject specific bids for anyone (1) or more supplies or contractual services included in the proposed contract, when it is in the best interest of the County.

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13. *Sole source / single source procurement.*

a. A contract may be awarded for material or nonprofessional services without competition if the agency head, prior to the procurement, determines in writing that there is only one source for the required material or nonprofessional service. Sole source or single source procurement shall not be used unless there is sufficient evidence that there is only one source for the required material or service and that no other type of material or service will satisfy the requirement of the agency. The Chief of Technology and Administrative Services and the agency shall examine cost or pricing data prior to an award

under this Section. Sole source procurement shall be avoided, except when no reasonable alternatives sources exist. A written determination by the Chief of Technology and Administrative Services stating the basis for the sole source procurement shall be included in the agency contract file with [~~a copy~~] notification sent to County Council a week prior to the award of the contract if the contract to be awarded is [~~under fifty thousand dollars ($50,000.00)~~] over one hundred thousand dollars ($100,000.00) for goods and contractual services or one hundred fifty thousand dollars ($150,000.00) for professional services.

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16. *Add-ons and overruns.*

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c. When contracts are let for less than or equal to [~~twenty-five thousand dollars ($25,000.00)~~] one hundred thousand dollars ($100,000.00) for goods and services or one hundred fifty thousand dollars ($150,000.00) for professional services, but due to add-ons and overruns exceed that limit, the excess must be bid.

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19. *Small Business Enterprise Program.* Contracts award pursuant to this section shall be subject to the County's Small Business Enterprise program as further detailed in an administrative policy, which shall be made available to the public.

B. *Professional services purchases and contracts.*

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3. *Scope.* Subsection B covers the purchase of and the contracting for all professional services by an agency where the probable cost of such services is estimated to exceed [~~fifty thousand dollars ($50,000.00)~~] one hundred fifty thousand dollars ($150,000.00) for professional services, or where the provisions of Section 2.03.103.C are invoked. Purchasing will insure that the provisions of Section 2.03.103.C are provided to all professional service contractors whose contracts are valued at more than five hundred dollars ($500.00).

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7. *Sole source / single source procurement.*

a. A contract may be awarded for professional service without competition if the agency head, prior to the procurement, determines in writing that there is only one source for the required professional

service. Sole source procurement shall not be used unless there is sufficient evidence that there is only one source for the required professional service and that no other type of professional service will satisfy the requirement of the agency. The Chief of Technology and Administrative Services shall examine cost or pricing date prior to an award under this Section. Sole source procurement shall be avoided, except when no reasonable alternative sources exist. A written determination by the Chief of Technology and Administrative Services stating the basis for the sole source procurement shall be included in the contract file with a [~~copy~~] notification sent to County Council a week prior to the award of the contract if the contract to be awarded is [~~under fifty thousand dollars ($50,000.00)~~] over one hundred fifty thousand dollars ($150,000.00) for professional services.

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Adopted by County Council of
New Castle County on:

_____
President of County Council
of New Castle County

Approved on:

_____
County Executive
New Castle County

SYNOPSIS: This legislation will shift the responsibility, in large part, for the procurement of contract construction from the Office of Technology and Administrative Services to the Department of Public Works. The legislation also amends the thresholds for purchasing of contract construction, supplies and contractual services.

FISCAL NOTE: No discernable fiscal impact.

Introduced by: Mr. Bell
Date of introduction: November 28, 2023

RESOLUTION NO. 23-221

CONGRATULATING EDWARD A. KALINOWSKI, SR.
ON 55 YEARS OF SERVICE WITH THE DELAWARE CITY FIRE COMPANY

WHEREAS, Edward "Ed" A. Kalinowski, has been member of the Delaware City Fire Company since March 20, 1968. During his 55 years of service, Ed served in many capacities for the Delaware City Fire Company, New Castle County Volunteer Firefighters Association and Delaware State Firefighters Association.; and

WHEREAS, Ed served in the offices of 1st Vice President, Board of Director for over 20 years, Vice Chairman of the Board of Directors, and President for five years. He is currently serving in the office of Vice President of the Board of Directors; and

WHEREAS, Ed has also served as the Marine Captain for two years which coincided with putting Delaware City's state-of-the art Marine Rescue Fire Boat (Marine 15) in service. He was very instrumental in the fire company receiving a grant to help purchase the Fire Boat, as well as being awarded additional grants for their new 800 MGZ radios and firefighting gear; and

WHEREAS, Ed has been very instrumental in serving on many committees for the Delaware City Fire Company, serving as either the Chair or Co-Chair. He was one of the Co-Chairs for the new Building Committee which was opened in 2003. He was essential in obtaining all the Fire Company injury related paperwork necessary for Mutual Relief or Workman's Comp; and

WHEREAS, Ed represented the Delaware City Fire Company as Delegate or Alternate for the New Castle County Volunteer Firefighters Association and Delaware Volunteer Firefighters Association for over 20 years. He also served on the Delaware Volunteer Firefighters Association Mutual Relief Committee for several years; and

WHEREAS, Ed has been recognized by the Delaware City Fire Company for his leadership, dedication, and commitment. He received President Emeritus Harry Bright Award in 2001, Member of the Year Award in 2002, , President's Award in 2008, Chief's Award in 2011, and the Vince Malloy-Michelle Smith Memorial Emergency Medical Responder Award in 2015. He was also one of two top responders for Fire/Rescue/EMS incidents for many years.

NOW, THEREFORE, BE IT RESOLVED, by and for the County Council of New Castle County that County Council hereby congratulates and commends Edward A. Kalinowski, Sr., on his 55 years of service with the Delaware City Fire Company and thanks him for his outstanding service to the citizens of New Castle County. We want to wish him well on his retirement and safe travels as he moves to Florida to enjoy his next life's journey.

Adopted by the Council of
New Castle County on:

_____
President of County Council
of New Castle County

SYNOPSIS: Same as title.
FISCAL NOTE: There is no fiscal impact with the adoption of this resolution.