

TOWN OF OCEAN VIEW  
DELAWARE

July 8, 2025

TO: Honorable Mayor and Council

FROM: Kenneth L. Cimino, Director of Planning, Zoning & Development

VIA: Carol S. Houck, Town Manager

SUBJECT: Monthly Update for the Dept. of Planning, Zoning & Development as of  
July 2, 2025

**Land Use and Development**

Shore Vista Residential Community: Contractors continue work on roadway limits while preparing to begin utility installations within the right-of-way.

Silver Woods Mixed Use Planned Community: Construction of dwelling units in Phase 1 is nearing completion. Construction of dwelling units in Phase 2A-1 and Phase 2A-2 has commenced. Work on roadway limits and utility construction in Phase 2B has been completed. Work on roadway limits and utility construction in Phase 2C and Phase 2D continues.

The Ordinance amending §140-24, §140-28 and §140-152 of the Land Use and Development Code has been revised to address public comments and will be reviewed by the Planning Commission on July 17, 2025.

**Capital Improvement Projects**

The Woodland Avenue sidewalk project is completed. This project is approximately \$45,000 under budget for construction and construction management.

The Transportation Alternatives Project (TAP) Grant Agreement for the Berzins Nature Trail Project has been executed. The executed agreement is attached for your review.

A proposal for environmental design to complete the final segment of our drainage projects in The Cottages and Kelly Estates has been received. This work was not allowed to proceed in the last project due to a permitting issue with the Army Corps of Engineers. Our last project in The Cottages had a budget surplus of \$450,000+/-.

### **Maintenance and Operations**

A void in the existing drainage inlet in front of 144 Willow Oak Avenue caused a roadway failure at the structure. The inlet and roadway were repaired by an outside contractor.

A small hole formed in the pavement in front of 2 Larchmont Court in the Tidal Walk community, causing the road to undermine near a sanitary sewer main. Sussex County responded, video inspected the sewer main and found no leaks. Our contractors excavated the area with oversight from town staff and determined the most likely cause was groundwater. The roadway has been restored.

A small hole has formed at the intersection of October Glory Avenue and Sycamore Street in Bear Trap Dunes, directly above a crossroad drainage pipe. Exploration and repair work is scheduled for Monday, July 7, 2025.

### **Code Enforcement**

Staff issued **6** violations for failure to obtain a business license and/or building permit and property maintenance. Additionally, staff mailed **8** violations for tall grass.

### **Permits & Certificates of Occupancy (C.O.'s)**

Total building & sign permits issued in June: **35**

Total C.O.'s issued in June: **59**

### **Business & Rental Licenses**

- Total Business & Rental Licenses issued for CY25: **1,293**



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

SHANTE A HASTINGS  
SECRETARY

June 2, 2025

Ms. Carol Houck  
Town Manager  
Town of Ocean View  
201 Central Avenue  
2<sup>nd</sup> Floor  
Ocean View, DE 19970

Reference: **State Project No. T202320007, F.A.P. No. ETA-2023(52)**  
**Berzins Nature Trail Project**  
**Transportation Alternative Program – Construction Agreement**

Dear Ms. Houck:

This is to serve as a Sponsor Administered On-Alignment agreement (AGREEMENT) between the Delaware Department of Transportation (DelDOT), and the Town of Ocean View (SPONSOR), for the above-referenced project.

This project, hereinafter referred to as the PROJECT, consists of the construction, construction inspection, and construction management of the Berzins Nature Trail. The main goal of this PROJECT is to provide an off-alignment area for bike and pedestrian use. The improvements will include construction of a loop trail, look out area, boardwalk and parking lot

In accordance with this AGREEMENT, DelDOT shall:

- A. Reimburse the PROJECT SPONSOR with funding not to exceed \$ 752,000 for the construction, construction inspection, and construction management of the PROJECT. This amount is based on a total estimated PROJECT cost of \$ 940,000. Any costs above \$940,000 will be the SPONSOR responsibility 100% unless approved in writing.
- B. Require that any individual, firm, or firms under contract with the SPONSOR for the preparation of any design or engineering be qualified to perform the design/engineering and be licensed to practice in that field by the State of Delaware. The firm will sign and seal the plans indicating their qualifications and responsibility for the design. DelDOT will sign the plans "Approved for Advertisement".
- C. Require the SPONSOR to competitively bid all phases of the PROJECT. The PROJECT shall be publicly advertised in conformance with all applicable state, federal and local laws and regulations/guidelines. This includes but is not limited to The Build America, Buy America



Act, Disadvantaged Business Enterprise (DBE) Program Specifications, or Prevailing Wage Requirements. DeIDOT must review and approve the Recommendation to Award submitted by the SPONSOR before it will issue a "Notice of Award" to the SPONSOR.

- D. Provide written Notices to Proceed to the SPONSOR at the following milestones; upon approval of any advertisements for contractors; upon approval of the consultant's Scope of Work and cost estimate for construction services; upon approval of the construction plans and specifications; and prior to award of the construction contract.
- E. Upon completion of the PROJECT, DeIDOT will require the SPONSOR to provide an itemized spending report, which lists all costs, expenses, and reimbursement incurred during all phases of the PROJECT development.
- F. On behalf of the SPONSOR, DeIDOT shall obtain approvals that might be required by federal, state and local authorities. Copies of the permits and supporting documentation shall be provided to DeIDOT prior to advertising the contract. Costs associated with obtaining the necessary approvals or permits may be applied towards the PROJECT budget.

In accordance with this AGREEMENT, the SPONSOR shall:

- A. Provide the matching funds that fulfill the SPONSOR'S obligation for the PROJECT based on an estimated cost of \$ 940,000. The estimated required match obligation not reimbursable for the PROJECT is \$ 188,000. No reimbursement shall be made for any PROJECT cost paid that is in excess of the match obligation. The SPONSOR will manage their matching funds and will only request 80% of each approved invoice.
- B. Acquire all necessary Right-of-Way or Easements with any assistance of a DeIDOT Real Estate Representative. Once the ownership has been cleared, right-of-way interests have been acquired, and the Final Right-of-Way measures have been approved by DeIDOT, DeIDOT will issue a clear Right-of-Way Certification. This certification must be obtained prior to advertising the contract. See Attachment A of the PROJECT limits which illustrate any new right of way or easements.
- C. Advertise, award and inspect PROJECT. DeIDOT will provide inspection services on an "as needed basis."
- D. Select consultants and contractors for this PROJECT pursuant to DeIDOT, federal, state, and local charter bidding requirements as applicable. DeIDOT's Contract Administration Section must approve the selection processes prior to advertisement to ensure the selection process is compliant with state and federal regulations.
- E. Verify the Consultant has secured Errors and Omissions insurance and verify the documents in Appendix B as to proper names and addresses are a part of the SPONSOR's contract with the consultant.
- F. The SPONSOR will be responsible for reviewing the apparent low bidder and making a formal recommendation to award or reject the bid to DeIDOT prior to awarding the contract. The

construction contract cannot be awarded until DelDOT has issued the "Notice to Proceed for Award."

- G. Provide construction administration and inspection services for the PROJECT. These costs are eligible for reimbursement.
- H. Agree that funding for the PROJECT shall be used for the stated purpose only and may not be redirected for any other purpose.
- I. Be responsible for the maintenance of the PROJECT in its entirety upon completion. This includes, but not limited to, curb, sidewalk, curb ramps, drainage facilities, asphalt, landscaping, and lighting.
- J. Provide a monthly report to DelDOT regarding the progress made on the PROJECT. This report shall include, at a minimum, the percentage of work completed, the percentage of funds expended, and any issues or problems encountered by PROJECT segment.
- K. Retain all books, documents, papers, accounting records and any other material pertaining to cost incurred under this AGREEMENT for a minimum period of three years after final payment by DelDOT and shall make the material available upon request for inspection and audit by DelDOT. The SPONSOR shall also make this same requirement to the selected Consultant for Construction Engineering.
- L. Agree that all study data, surveys, documents, reports, designs, plans, specifications, maps, computations, digital media, charges and the like prepared or obtained under the terms of this AGREEMENT shall be the joint property of DelDOT and the SPONSOR, and upon request shall be delivered to DelDOT.
- M. Ensure construction engineering and inspection activities maintain records of material source approvals, material certifications, and field books including quantity calculations and supporting documentation for each location and any change orders in accordance with the approved work plan.
- N. All consultant and construction invoices must be approved by DelDOT prior to payment being made by the SPONSOR. The SPONSOR will remit payment and then seek reimbursement from DelDOT on a monthly basis.
- O. Provide written notice to DelDOT that construction is substantially complete and schedule a final field view of the PROJECT in accordance with the approved work plan. The SPONSOR's design consultant shall submit as-built plans and provide certification that the PROJECT has been constructed in accordance with the plans, details and specifications. The design consultant shall prepare the as-built plans and certification. The SPONSOR's design consultant shall provide a detailed final costing of the PROJECT which shall at a minimum include design and construction engineering costs, back up of quantities, sources and certification of materials used on the PROJECT, and justifications for any change orders.

- P. Provide DelDOT with a copy of all insurance certificates and bonds obtained by the consultants and/or contractors for the work to be completed for this PROJECT.
- Q. Upon completion and acceptance of the PROJECT, a final accounting of PROJECT costs will be made by DelDOT. The parties will make final settlement hereunder within 60 days of written notice of the findings of the final accounting.
- R. SPONSOR, shall cause to have its contractors indemnify and save harmless itself and DelDOT from and against all claims, demands and causes of actions of every kind and character arising in favor of the contractors' employees or third party on account of personal injuries or death or damages to property, which may arise out of the exercise of this AGREEMENT.
- S. As applicable, require the consultants and contractors; their officers, agents and employees to indemnify, save harmless and defend DelDOT, and the SPONSOR and their officers, agents and employees, from all suits, actions or claims of any character, name or description, brought for or on account of any injuries to or damages received or sustained by any person, persons, or property, as a result of the design and/or construction and/or maintenance of the said improvements, whether the same be due to the use of defective materials, defective workmanship, neglect in safeguarding the work or by or on account of, any act, omission, neglect or misconduct of the said consultant and/or contractor(s), their officers, and employees, during the performance of the said work or thereafter, or to any other cause whatever.


Please indicate your concurrence with these provisions by signing on the appropriate line and return one signed original to my attention. Retain one signed copy for your records. If you have any questions or concerns, please contact me at (302) 760-2131.

Sincerely,



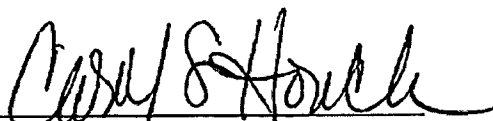
Jeff Niezgoda  
Assistant Director, Planning

**APPROVED as to Form for DelDOT:**

  
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Brad Eaby  
Deputy Attorney General

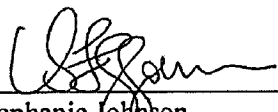
Date: June 18, 2025

**APPROVAL for the SPONSOR:**

  
\_\_\_\_\_  
Carol S. Houck  
Town Manager, Town of Ocean View


Date: June 23, 2025

**Approval for DelDOT:**

  
\_\_\_\_\_  
Stephanie Johnson  
Director of Planning

Date: 06/23/2025

**ATTEST for DelDOT Approval:**

  
\_\_\_\_\_  
for Anne Brown  
Director of Finance

Date: 06/25/25