



Sussex County Council Public/Media Packet

**MEETING:
April 29, 2014**

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**Sussex County Council
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MICHAEL H. VINCENT, PRESIDENT
SAMUEL R. WILSON JR., VICE PRESIDENT
GEORGE B. COLE
JOAN R. DEEVER
VANCE PHILLIPS



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Sussex County Council

AGENDA

APRIL 29, 2014

10:00 A.M.

Call to Order

Approval of Agenda

Approval of Minutes

Reading of Correspondence

Patti Grimes, Executive Director, The Freeman Stage at Bayside – Program Update

Todd Lawson, County Administrator

1. Proclamation – Soil & Water Stewardship Week
2. Consideration of Rules of Procedure Amendment regarding Consent Agendas
3. Administrator's Report

10:15 a.m. Public Hearing

“AN ORDINANCE TO AMEND CHAPTER 26 OF THE CODE OF SUSSEX COUNTY RELATING TO PENSION BENEFITS FOR SUSSEX COUNTY EMPLOYEES”

Hal Godwin, Deputy County Administrator

1. Wastewater Agreements
 - A. Forest Landing – Remainder of Phase 2D
Miller Creek Sanitary Sewer District
 - B. Deep Valley Farm – Phase 2
West Rehoboth Expansion of the Dewey Beach Sanitary Sewer District



**C. Deep Valley Farm – Phase 3
West Rehoboth Expansion of the Dewey Beach Sanitary Sewer District**

**D. Vincent Overlook, Phase 4
West Rehoboth Expansion of the Dewey Beach Sanitary Sewer District**

2. Legislative and Committee Action Update

Jim Hickin, Airport Manager

1. Industrial Park Leases

A. Eastern Shore Poultry

2. Airport Lease

A. Georgetown Air Services

Juel Gibbons, Project Engineer

1. Inland Bays Regional Wastewater Facility Expansion, Phase 2B

A. Contract 12-17, Amendment No. 1

Grant Requests

- 1. Girl Scouts of the Chesapeake Bay Council (Girl Scout Troop 1482) for trip expenses.**
- 2. Seaford Historical Society for the Town & Country Fair.**
- 3. City of Seaford for the Annual Community Night Out Against Crime and Drugs.**
- 4. Laurel Independence Day Committee for the fireworks celebration.**
- 5. Coverdale Crossroads Community Council for operating expenses.**

Introduction of Proposed Zoning Ordinances

Any Additional Business Brought Before Council

Executive Session – Job Applicants’ Qualifications, Personnel, and Pending/Potential Litigation pursuant to 29 Del. C. §10004(b)

Possible Action on Executive Session Items

Sussex County Council meetings can be monitored on the internet at www.sussexcountyde.gov.

In accordance with 29 Del. C. §10004(e)(2), this Agenda was posted on April 22, 2014 at 4:15 p.m., and at least seven (7) days in advance of the meeting.

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

Agenda items listed may be considered out of sequence.

###

SUSSEX COUNTY COUNCIL - GEORGETOWN, DELAWARE, APRIL 8, 2014

A regularly scheduled meeting of the Sussex County Council was held on Tuesday, April 8, 2014, at 10:00 a.m., in the Council Chambers, Sussex County Administrative Office Building, Georgetown, Delaware, with the following present:

Michael H. Vincent	President
Samuel R. Wilson, Jr.	Vice President
George B. Cole	Councilman
Joan R. Deaver	Councilwoman
Vance Phillips	Councilman
Todd F. Lawson	County Administrator
Gina A. Jennings	Finance Director
J. Everett Moore, Jr.	County Attorney

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

**Call to
Order**

Mr. Vincent called the meeting to order.

**M 169 14
Amend
and
Approve
Agenda**

A Motion was made by Mrs. Deaver, seconded by Mr. Phillips, to amend the Agenda by striking "Land Acquisition" under "Executive Session" and to approve the Agenda, as amended.

Motion Adopted: 5 Yeas.

Vote by Roll Call: Mrs. Deaver, Yea; Mr. Cole, Yea;
Mr. Phillips, Yea; Mr. Wilson, Yea;
Mr. Vincent, Yea

Minutes

The minutes of April 1, 2014 were approved by consent.

**Fair
Housing
Month**

The Council presented the Proclamation entitled "PROCLAIMING THE MONTH OF APRIL AS "FAIR HOUSING MONTH" IN SUSSEX COUNTY" to Angela Emerson who was in attendance in representation of the Sussex County Association of Realtors®.

**Coastal
Club LLC
Develop-
ment/
Ordinance
Require-
ment
Update**

Mr. Lawson and Mr. Vince Robertson, Assistant County Attorney, provided an update on the Coastal Club LLC ordinance requirements. Ordinance No. 1770 filed on behalf of Marine Farm, LLC was adopted in April 2005 subject to 18 conditions; since April 2005, the Marine Farm, LLC has changed ownership and is now called the Coastal Club, LLC.

Mr. Lawson reported that, within the Ordinance, there is a requirement by the developer to provide certain improvements to the local community next to the farm that is to be developed; the community is known as Jimtown. There is language in the ordinance that specifically says "if desired by the

Coastal Club LLC Development/ Ordinance Requirement Update (continued)

residents of Jimtown” (Condition No. 17). Mr. Lawson advised that, as a result of this language and the uniqueness of it, the County proposes to engage the residents of Jimtown to determine what they would desire as it relates to these improvements. The improvements include the installation of water and sewer lines along Jimtown Road and street lights and sidewalks. Mr. Lawson noted that water and sewer lines will go in regardless because the development will be part of a sewer district (expansion of the Goslee Creek Sanitary Sewer District); connection will not be mandatory. In accordance with the ordinance, sidewalks and street lights are optional.

Mr. Lawson reported that the County has teamed with First State Community Action Agency to serve as the County’s liaison to go out in the community and work with the residents to determine what their wishes are as they relate to these improvements. At some point in the future, there will be a community meeting with the residents of Jimtown to review and explain in detail the ordinance requirements.

Mr. Lawson noted that the new developer is not seeking to amend any of the obligations of the ordinance.

Mr. Lawson advised that the Council will be kept up to date on this matter.

Administrator’s Report

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

1. Advisory Committee on Aging & Adults with Physical Disabilities for Sussex County

The Advisory Committee on Aging & Adults with Physical Disabilities for Sussex County will hold a special conference planning meeting on Tuesday, April 15, at 10:00 a.m. at the Sussex Academy, 21150 Airport Road, in Georgetown. A copy of the agenda is attached.

2. Project Receiving Substantial Completion

Per the attached Engineering Department Fact Sheet, Swann Cove – Phase 4B received Substantial Completion effective April 1, 2014.

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

Health Insurance Renewal

Mrs. Jennings discussed the renewal of the County’s Stop Loss Insurance. This insurance covers claims above self-insurance limits and is renewed every year.

The County requested quotes from six carriers, with quotes received from four. In January, staff met with Integra and Steve Fallon of Insurance Buyers Council (IBC), the County’s insurance consultant, to discuss the

Health Insurance Renewal (continued)

quotes and health insurance performance the last year. Both County staff and IBC recommended choosing the incumbent Companion. Companion's terms are consistent with the current year, with a specific deductible of \$285,000 and an aggregating specific deductible of \$100,000. This will be a \$4,223 annual savings in the County's fixed cost.

Mrs. Jennings reported that the County had a positive year for health insurance performance. It is anticipated that claims will be \$500,000 or 5 percent, less than projection. This is more than a \$400,000 decrease from last year's health insurance costs. Mrs. Jennings outlined the County's successes during the last year:

- **Joined the High Performance Network (HPN); this saved \$160,000. Beebe joined the network in January; they are the County's highest paid provider. The County anticipates another \$80,000 savings annually with this addition and other providers to the network.**
- **Adopted Spousal Coordination. Five people came off the County's plan. Using the average \$8,000 cost per person, this equates to \$40,000 annually.**
- **Encouraged use of generic Drugs. The savings for this was \$149,000 annually.**

David Smith of Integra gave an overview of the County's performance in the last year. He reported that one of the key factors is the installation of the HPN; that new providers are being added on a regular basis; and that he recently received news that the AI Dupont Nemours Foundation has just been added to the network. He noted that this helps control costs.

Mr. Smith warned that no one knows how the Affordable Care Act will affect costs.

**M 170 14
Renew
Stop Loss
Insurance
Coverage
with
Companion**

A Motion was made by Mr. Cole, seconded by Mrs. Deaver, that the Sussex County Council renew its one year agreement with Companion to provide Stop Loss Insurance coverage for a fee of \$238,343.00.

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mrs. Deaver, Yea; Mr. Cole, Yea;
Mr. Phillips, Yea; Mr. Wilson, Yea;
Mr. Vincent, Yea**

Legislative Update

Hal Godwin, Deputy County Administrator, presented the following legislative update:

House Bill No. 272 – “AN ACT TO AMEND TITLE 16 OF THE DELAWARE CODE RELATING TO PARAMEDIC SERVICES”

Synopsis: This Bill, modeled after similar legislation enacted in Pennsylvania and West Virginia, clarifies paramedic immunity when

**Legislative
Update
(continued)**

consent to render care is unable to be obtained.

It was the consensus of the Council to support this legislation.

Senate Bill No. 157 – “AN ACT TO AMEND TITLE 29 OF THE DELAWARE CODE RELATING TO OPEN MEETINGS”

Synopsis: The Bill adds sales and leases to the current language regarding publicly funded capital improvements.

It was the consensus of the Council to support this legislation.

Senate Bill No. 191 – “AN ACT TO AMEND TITLES 22, 29, 30, AND 31 OF THE DELAWARE CODE RELATING TO DOWNTOWN DEVELOPMENT DISTRICTS”

Synopsis:

Healthy and vibrant downtowns are critical components of Delaware’s economic well-being and quality of life. The Downtown Development Districts Act is intended to leverage state resources to spur private investment in commercial business districts and surrounding neighborhoods; to improve the commercial vitality of our downtowns; and to increase the number of residents from all walks of life in downtowns and surrounding neighborhoods.

This Act establishes “Downtown Development Districts,” a small number of areas in our cities, towns, and unincorporated areas that will qualify for development incentives and other state benefits. Municipalities must apply for District designation. In the case of unincorporated areas, counties must apply. Applications will be evaluated by the Cabinet Committee on State Planning Issues, which will make recommendations to the Governor. Following the initial round of applications, the Governor must designate at least 1 but no more than 3 Districts. Designation of the first 3 Districts must include 1 District in each county. Under the Act, no more than 15 Districts may be designated at any one time.

As part of the application process, municipalities or counties must offer local incentives. The factors to be considered by the Committee when evaluating applications include, among others, (1) the municipality’s or unincorporated area’s need for District designation; (2) the quality of the District Plan; and (3) the quality of the local incentives offered. The Office of State Planning Coordination will prepare applications, establish criteria to determine what areas qualify as DDDs, and provide assistance to municipalities and counties during the application process.

Under the Act, investors (both non-profit and for-profit) who make qualified real estate improvements in a District would be entitled to receive Downtown Development District (DDD) Grants of up to 20 percent of their

**Legislative
Update
(continued)**

“hard costs” such as exterior, interior, and structural improvements. The incentive is modeled after a similar program in Virginia, which has been extremely successful in leveraging significant amounts of private capital in under-served areas. Investors would need to invest at least \$25,000 in a building or facility to qualify, and the 20 percent incentive would only qualify with respect to investments above \$25,000. For example, an investor making \$45,000 worth of qualifying investments in a District would be entitled to a DDD Grant of up to \$4,000 (*i.e.*, 20% of \$20,000). The Act gives DSHA the authority to cap the amount of Grants and to establish further conditions and limitations.

In addition, because Delaware’s Historic Preservation Tax Credit Program has proven to be a powerful tool both in preserving important historic structures and revitalizing neighborhoods, the Act also provides that 30% of the state’s yearly allocation of HPTCs will be reserved for projects in Downtown Development Districts. If by April 1 of each year any such credits are not allocated to projects in DDDs, such credits will be made available to any eligible project statewide.

Mr. Godwin reported that, although the Bill has been introduced, the details have not yet been revealed. He advised that he will keep the Council informed.

House Bill No. 289 – “AN ACT TO AMEND TITLE 16 OF THE DELAWARE CODE RELATING TO ENHANCED 911 EMERGENCY REPORTING SYSTEM FUND”

Synopsis: This Bill creates equity among users of telecommunications by extending the 911 fee to prepaid wireless retail transactions.

**Wetlands
Advisory
Committee
Report**

Hal Godwin, Deputy County Administrator, reported on the Wetlands Advisory Committee meetings that were a topic of discussion at recent Council meetings. Mr. Godwin noted that there are five questions that the Council needs to vote on prior to the next meeting of the Wetlands Advisory Committee on Friday, April 9th.

Marty Ross, Wetlands Advisory Committee member and Farm Bureau member, gave a presentation on the history of the regulatory authority over navigable waters of the United States (The Rivers and Harbors Act, also known as the Refuse Act passed in 1899 which was conferred to the Army Corps of Engineers. Mr. Ross’ presentation also referred to the Water Pollution Control Act, also known as The Clean Water Act, and the Clean Water Act Regulatory Programs.

(There were comments, questions, and answers during the presentation; the presentation and discussion can be heard in entirety on the audio recording of this meeting.)

**Wetlands
Advisory
Committee
Report
(continued)**

Mr. Godwin presented the questions proposed to the Wetlands Advisory Committee:

- 1. Does the Committee recommend that DNREC be given the authority to adopt a freshwater wetland program to protect Category I wetlands that are currently regulated by the Corps assuming nationwide permit authority is delegated to DNREC?**
- 2. Does the Committee recommend that DNREC be given the authority to adopt a freshwater wetland program to protect Category I wetlands that are not currently regulated by the Corps?**
- 3. Does the Committee recommend that DNREC be given authority to adopt a freshwater wetlands program to protect all federally regulated wetlands which are subject to federal nationwide permit authority assuming federal nationwide permit authority is delegated to DNREC?**
- 4. Does the Committee recommend that a consistent source of funding be provided for the purchase of forestland preservation easements in the forestland preservation program established under Subchapter V of Chapter 9 of Title 3 of the Delaware Code?**
- 5. Does the Committee recommend that the availability and limits of tax credits provided under the Delaware Land and Historic Resources Protection Incentives Act of 1999 (Subchapter I, Chapter 18, Title 30 of the Delaware Code) be amended and expanded to create greater incentives to private landowners to protect and preserve freshwater wetland and adjacent natural resource areas?**

Mr. Godwin noted that the majority of Council (excluding Mrs. Deaver) has previously voted *NO* on Question Nos. 1 and 2.

Regarding Question No. 4, members of Council stated that this cannot be answered unless it is known where the money is coming from.

**M 171 14
Answers to
Questions
Submitted
by the
Wetlands
Advisory
Committee**

A Motion was made by Mr. Wilson, seconded by Mr. Phillips, that the Sussex County Council answers *NO* to all five (5) questions (submitted to the Wetlands Advisory Committee) and that the current method of administering and protecting wetlands in the State of Delaware should remain the same (at the federal level in Philadelphia).

Motion Adopted: 4 Yeas, 1 Nay.

**Vote by Roll Call: Mrs. Deaver, Nay; Mr. Cole, Yea;
Mr. Phillips, Yea; Mr. Wilson, Yea;
Mr. Vincent, Yea**

**Council-
member's
Vote**

Mrs. Deaver stated that she wishes it to be known that she believes all of the questions (submitted to the Wetlands Advisory Committee) should be considered.

Report Hal Godwin, Deputy County Administrator, submitted a report on the findings of the Delaware Bay Beach Work Group.

Grant Requests Mrs. Jennings presented grant requests for the Council's consideration.

M 172 14 Councilmanic Grant A Motion was made by Mr. Phillips, seconded by Mr. Cole, to give \$300.00 (\$150.00 each from Mr. Vincent's and Mr. Phillips' Councilmanic Grant Accounts) to the New Zion United Methodist Church for the Youth Outreach Team's Annual Basketball Tournament and Community Awareness Day.

Motion Adopted: 5 Yeas.

Vote by Roll Call: Mrs. Deaver, Yea; Mr. Cole, Yea; Mr. Phillips, Yea; Mr. Wilson, Yea; Mr. Vincent, Yea

M 173 14 Councilmanic Grant A Motion was made by Mr. Phillips, seconded by Mr. Cole, to give \$2,500.00 (\$1,250.00 each from Mr. Cole's and Mr. Phillips' Councilmanic Grant Accounts) to the Little League Baseball (Lower Sussex Little League) for program expenses.

Motion Adopted: 5 Yeas.

Vote by Roll Call: Mrs. Deaver, Yea; Mr. Cole, Yea; Mr. Phillips, Yea; Mr. Wilson, Yea; Mr. Vincent, Yea

Additional Business Under Additional Business, Paul Reiger raised questions regarding the legality of the use of barbed wire in a residential area.

Under Additional Business, Bob Thornton, a builder in Sussex County, offered comments regarding wetlands. He stated that Sussex County Council has been extremely helpful in saving his business as a builder, i.e. tax payment plans, etc. and that the Council is pro-growth as he is. He spoke on his experiences with DNREC; he commented on the regulation of wetlands by DNREC versus the Corps; and he expressed concern about too much power being given to DNREC.

Under Additional Business, Mr. Lawson reported that there are no work items for the April 15th Agenda and he recommended that the meeting be cancelled.

M 174 14 Cancel 4/15/14 Council Meeting A Motion was made by Mr. Cole to cancel the April 15, 2014 Council meeting.

Mr. Vincent passed the gavel to Mr. Wilson.

M 174 14 **Mr. Vincent seconded Mr. Cole’s Motion to cancel the April 15, 2014**
(continued) **Council meeting.**

Mr. Wilson called for the vote on the Motion.

Motion Adopted: 5 Yeas.

Vote by Roll Call: Mrs. Deaver, Yea; Mr. Cole, Yea;
 Mr. Phillips, Yea; Mr. Wilson, Yea;
 Mr. Vincent, Yea

M 175 14 **At 11:45 a.m., a Motion was made by Mr. Phillips, seconded by Mr. Cole, to**
Go Into **recess the Regular Session and to go into Executive Session for the purpose**
Executive **of discussing issues relating to personnel.**
Session

Motion Adopted: 5 Yeas.

Vote by Roll Call: Mrs. Deaver, Yea; Mr. Cole, Yea;
 Mr. Phillips, Yea; Mr. Wilson, Yea;
 Mr. Vincent, Yea

Executive **At 11:47 a.m., an Executive Session of the Sussex County Council was held**
Session **in the Council Caucus Room for the purpose of discussing issues relating to**
 personnel. The Executive Session concluded at 12:06 p.m.

M 176 14 **At 12:07 p.m., a Motion was made by Mr. Cole, seconded by Mrs. Deaver,**
Reconvene **to come out of Executive Session and to reconvene the Regular Session.**
Regular
Session

Motion Adopted: 5 Yeas.

Vote by Roll Call: Mrs. Deaver, Yea; Mr. Cole, Yea;
 Mr. Phillips, Yea; Mr. Wilson, Yea;
 Mr. Vincent, Yea

Action **There was no action on Executive Session matters.**

M 177 14 **At 12:07 p.m., a Motion was made by Mr. Wilson, seconded by Mr. Phillips,**
Recess **to recess until 1:30 p.m.**

Motion Adopted: 5 Yeas.

Vote by Roll Call: Mrs. Deaver, Yea; Mr. Cole, Yea;
 Mr. Phillips, Yea; Mr. Wilson, Yea;
 Mr. Vincent, Yea

M 178 14 **At 1:33 p.m., a Motion was made by Mr. Wilson, seconded by Mrs. Deaver,**
Reconvene **to reconvene.**

Motion Adopted: 5 Yeas.

**M 178 14
(continued)**

**Vote by Roll Call: Mrs. Deaver, Yea; Mr. Cole, Yea;
Mr. Phillips, Yea; Mr. Wilson, Yea;
Mr. Vincent, Yea**

**Public
Hearing/
C/U
No. 1980**

A Public Hearing was held on the Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A B-1 NEIGHBORHOOD BUSINESS DISTRICT FOR A USED CAR SALES FACILITY TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 14,295 SQUARE FEET, MORE OR LESS” (Tax Map I.D. 234-4.00-11.00) (Conditional Use No. 1980) filed on behalf of Eastern Shore Auto Exchange.

The Planning and Zoning Commission held a Public Hearing on this application on March 13, 2014 at which time action was deferred. On March 27, 2014, the Commission recommended that the application be approved subject to ten conditions.

(See the minutes of the meetings of the Planning and Zoning Commission on March 13 and 27, 2014.)

Lawrence Lank, Director of Planning and Zoning, read a summary of the Commission’s Public Hearing and action taken.

The Council found that Wendy Wall was present on behalf of the application. She stated that they propose a small, used car business; that no more than 10 cars will be displayed at one time; that previously, package stores were located on the site; and that the applicants agree to the conditions recommended by the Planning and Zoning Commission.

There were no public comments. The Public Hearing and public record were closed.

**M 179 14
Adopt
Ordinance
No. 2343
(C/U
No. 1980)**

A Motion was made by Mrs. Deaver, seconded by Mr. Cole, to Adopt Ordinance No. 2343 entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A B-1 NEIGHBORHOOD BUSINESS DISTRICT FOR A USED CAR SALES FACILITY TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 14,295 SQUARE FEET, MORE OR LESS” (Conditional Use No. 1980) filed on behalf of Eastern Shore Auto Exchange, with the following conditions:

- A. The hours of operation shall be from 10:00 a.m. to 7:00 p.m., Monday through Friday, with weekend hours by appointment only.**
- B. One lighted sign, not to exceed 32 square feet per side, shall be permitted.**
- C. Security lighting shall be downward screened and shall be directed away from neighboring properties and roadways.**
- D. Any dumpsters shall be screened from view of neighbors and**

**M 179 14
Adopt
Ordinance
No. 2343
(C/U
No. 1980)
(continued)**

roadways. The dumpster locations shall be shown on the Final Site Plan.

- E. No automobile repairs shall be performed on the site. No automobile parts shall be stored outside. Automobile detailing shall be permitted on the site.
- F. No junked, unregistered or permanently inoperable vehicles or trailers shall be stored on the facility.
- G. No more than 10 cars shall be displayed for sale on the site at any one time.
- H. All display areas, parking and storage areas shall be clearly depicted on the Final Site Plan.
- I. The site shall be subject to all DelDOT entrance and roadway requirements.
- J. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning and Zoning Commission.

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mrs. Deaver, Yea; Mr. Cole, Yea;
Mr. Phillips, Yea; Mr. Wilson, Yea;
Mr. Vincent, Yea**

**Public
Hearing/
C/U
No. 1981**

A Public Hearing was held on the Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR AN OFFICE FOR A CLEANING SERVICE BUSINESS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 24,205 SQUARE FEET, MORE OR LESS” (Tax Map I.D. 334-12.00-Parcel 25 & 26) (Conditional Use No. 1981) filed on behalf of Robert and Julie Norwood.

The Planning and Zoning Commission held a Public Hearing on this application on March 13, 2014 at which time action was deferred. On March 27, 2014, the Commission recommended that the application be approved subject to eight conditions.

(See the minutes of the Planning and Zoning Commission dated March 13 and 27, 2014.)

Lawrence Lank, Director of Planning and Zoning, read a summary of the Commission’s Public Hearing and action taken.

The Council found that Robert Norwood was present and he stated that he proposes an office and a meeting spot for employees for his cleaning business; that no more than 4 or 5 vehicles will be parked on the site at any given time; that they do not work later than 7:00 p.m.; that he agrees to the conditions recommended by the Planning and Zoning Commission; and that there will be no parking along the highway.

(continued) There were no public comments. The Public Hearing and public record were closed.

**M 180 14
Adopt
Ordinance
No. 2344
(C/U
No. 1981)**

A Motion was made by Mrs. Deaver, seconded by Mr. Wilson, to adopt Ordinance No. 2344 entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR AN OFFICE FOR A CLEANING SERVICE BUSINESS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 24,205 SQUARE FEET, MORE OR LESS” (Conditional Use No. 1981) filed on behalf of Robert and Julie Norwood, with the following conditions:

- A. The use shall be limited to a cleaning service business and the offices for such a business.
- B. The hours of operation shall be 8:00 a.m. through 7:00 p.m.
- C. The entrance, subject to any DelDOT requirements and/or approvals, shall be from Retz Lane as it currently exists.
- D. One lighted sign shall be permitted. The sign shall not exceed 32 square feet in size per side.
- E. All parking areas for company vehicles and employee vehicles shall be shown on the Final Site Plan and clearly marked on the site.
- F. No mechanical work on any vehicles shall occur on site.
- G. Any storage of equipment, cleaning supplies, chemicals and other items associated with the business shall be located inside of buildings.
- H. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning and Zoning Commission.

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mrs. Deaver, Yea; Mr. Cole, Yea;
Mr. Phillips, Yea; Mr. Wilson, Yea;
Mr. Vincent, Yea**

**Public
Hearing/
C/Z
No. 1745**

A Public Hearing was held on the Proposed Ordinance entitled “AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A CR-1 COMMERCIAL RESIDENTIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN CEDAR CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 2.912 ACRES, MORE OR LESS” (Tax Map I.D. 230-26.00-102.00 (Part of) (Change of Zone No. 1745) filed on behalf of Capital Development Partners, LLC.

The Planning and Zoning Commission held a Public Hearing on this application on March 13, 2014 at which time action was deferred. On March 27, 2014, the Commission recommended that that the application be approved.

**Public
Hearing/
C/Z**

(See the minutes of the Planning and Zoning Commission dated March 13 and 27, 2014.)

**No. 1745
(continued)**

Lawrence Lank, Director of Planning and Zoning, read a summary of the Commission’s Public Hearing and action taken.

Mr. Lank distributed Exhibit Books that were previously provided by the Applicant.

The Council found that Jamie Stechler of Davis, Bowen & Friedel was present on behalf of the application. Mr. Stechler stated that the Applicant is applying for a rezoning of 2.91 acres; that a Dollar General store is proposed to be built on the site; that the site is located in a Level 2 Area according to State Spending Strategies; and that the site is a good location for a commercial property.

There were no public comments and the Public Hearing and public record were closed.

**M 181 14
Adopt
Ordinance
No. 2345
(C/Z
No. 1745)**

A Motion was made by Mr. Wilson, seconded by Mrs. Deaver, to Adopt Ordinance No. 2345 entitled “AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A CR-1 COMMERCIAL RESIDENTIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN CEDAR CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 2.912 ACRES, MORE OR LESS” (Change of Zone No. 1745) filed on behalf of Capital Development Partners, LLC.

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mrs. Deaver, Yea; Mr. Cole, Yea;
Mr. Phillips, Yea; Mr. Wilson, Yea;
Mr. Vincent, Yea**

**M 182 14
Adjourn**

A Motion was made by Mrs. Deaver, seconded by Mr. Wilson, to adjourn at 2:00 p.m.

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mrs. Deaver, Yea; Mr. Cole, Yea;
Mr. Phillips, Yea; Mr. Wilson, Yea;
Mr. Vincent, Yea**

Respectfully submitted,

**Robin A. Griffith
Clerk of the Council**

SUSSEX COUNTY COUNCIL



PROCLAMATION

**PROCLAIMING APRIL 27 THROUGH MAY 4, 2014 AS
“SOIL & WATER STEWARDSHIP WEEK”**

WHEREAS, fertile soil and clean water provide us with our daily sustenance, and

WHEREAS, effective conservation practices have helped provide us a rich standard of living, and

WHEREAS, our security depends upon healthy soil and clean water, and

WHEREAS, stewardship calls for each person to help conserve these precious resources;

NOW, THEREFORE, the Sussex County Council does hereby proclaim April 27 through May 4, 2014 as “Soil & Water Stewardship Week”.



Michael H. Vincent, President

Dated: April 29, 2014


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



Sussex County
DELAWARE
sussexcountyde.gov

Memorandum

TO: Sussex County Council
The Honorable Michael H. Vincent, President
The Honorable Samuel R. Wilson, Jr., Vice President
The Honorable George B. Cole
The Honorable Joan R. Deaver
The Honorable Vance C. Phillips

FROM: Todd F. Lawson
County Administrator 

RE: **RULES OF PROCEDURE – CONSENT AGENDA**

DATE: April 25, 2014

During the upcoming Council meeting, you are scheduled to consider amending the current Rules of Procedure to include a new provision for the use of a Consent Agenda. Recall, during the March 25th meeting, the Council discussed this matter and asked for additional time to consider the change.

The request to use a Consent Agenda was made to avoid the seemingly repetitive process of approving identical wastewater agreements during a Council meeting. The County Attorneys agreed that the use of a Consent Agenda would allow Council's review and approval of the agreements in a more expeditious manner. In addition, the Consent Agenda allows any member to pull out any single (or multiple) agreement that he or she would prefer an individual review and vote. A copy of an email from Assistant County Attorney Dorey Cole is attached and provides more discussion.

To reiterate what has already been said, the use of a Consent Agenda does not reduce, limit, or eliminate the Council's review of wastewater agreements, or any other contract for that matter. It simply consolidates all of the agreements into one item called the Consent Agenda, which in turn streamlines the process. A sample of the Consent Agenda process is also attached.

If you agree to implement the use of the Consent Agenda, the current Rules of Procedure will need to be amended. A copy of a redlined Rules of Procedure is attached.



Memo to Council – Rules of Procedure - Consent Agenda
April 25, 2014
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Should you have any questions, please don't hesitate to contact me.

TFL/sww

Attachments

pc: J. Everett Moore, Jr., Esquire
Vincent G. Robertson, Esquire
Ms. Robin A. Griffith

From: Dorey Cole
Sent: Monday, March 24, 2014 4:28 PM
To: Everett Moore
Subject: Approval Process - Ordinance 38 Sewer Agreements

Hello Everett,

In follow up to your request regarding the approval process for developer-funded sewer improvement contracts, I reviewed the related correspondence and a sample Ordinance 38 agreement in addition to researching the Delaware and County Codes. I also spoke with the Kent Public Works Dept. Below is a summary of the results of this research.

There is no requirement in the State Code that the sewer agreements have to be approved by County Council. The other two counties have different internal procedures for categorizing and approving their wastewater agreements, so it is difficult to draw meaningful comparisons with Sussex's practice. I summarize the other counties' procedures briefly below, but the main point is that the counties tend to require Council approval if County funding or a major record plan is involved and may not require Council approval otherwise.

Thus, in the absence of a State Code requirement, I believe that Sussex has authority to decide how it wishes to handle the approval/signature of these contracts. If Council wishes to have these contracts approved and signed administratively, I recommend that County Council enact legislation authorizing the signature of the County Administrator or similar official on these types of agreements. If Council wishes to continue its involvement, the consent calendar is a good way to simplify the approval process.

On a side note, we discussed a consent calendar at the Engineering meeting today. Council may find a consent calendar useful for general purposes since it helps to expedite approval of routine items. New Castle County Council uses a consent calendar for most of its resolutions, such as those authorizing the signature of contracts, congratulating groups and citizens, etc. Councilmembers often pull items for separate discussion/presentation and vote, if needed.

If you have any questions, please do not hesitate to contact me.

Regards,
Dorey

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New Castle County

Sewer agreements that do not require County-funded improvements are approved through the standard development approval process. Sewer agreements are a part of the overall development agreement (known as the Land Development Improvement Agreement), which is incorporated by reference on major record plans and is thereby approved along with the plan at a County Council meeting as the final step in the development process. However, if County Code does not require plan approval (i.e., a minor record plan), Council is then not required to approve the developments' sewer agreement. Additionally, a sewer agreement with County-funded sewer improvements may trigger Council approval because any contract or purchase order in lieu of a contract must be approved by Council if the contract or purchase order exceeds \$25,000.00 for professional or non-professional services that are not publicly bid. NCC Code Sect. 2.02.004.

Kent County

Kent County's process has some similarities to New Castle County. Sewer agreements that do not require Kent County funding are approved through their standard development process, which requires Levy Court Commission approval for major subdivision plans only. Also, if Kent is contributing funding or constructing the sewer improvements, they use a different agreement format, known as the Sewer Basin Public Works Agreement, which receives Levy Court Commission approval. Kent County also permits developers to participate in "Aid in Construction" agreements, in which multiple developers may jointly share costs of proposed improvements (with or without County participation), and they also must execute a Public Works Agreement, which is also subject to Levy Court Commission approval.

CONSENT AGENDA PROCESS

- 1. The next item on our Agenda is the Consent Agenda. By now, each of you has had an opportunity to review the items set forth on the Consent Agenda.**
- 2. Are there any items that any of the Council members would like to have removed from the Consent Agenda for discussion as an individual item? *If any Council member wants any of the items removed from the Consent Agenda, they would be discussed as a separate item immediately after consideration of the Consent Agenda.***
- 3. Is there a Motion to approve the Consent Agenda as modified? *A motion and second to approve the modified Consent Agenda is required. (This approves the agenda, not the items on it.)***
- 4. Is there a Motion and a Second to approve the items on the Consent Agenda? *There must be a motion and a second, and any discussion. (This motion is for approval of all the items on the Consent Agenda).***
- 5. All those in favor of approving the items on the Consent Agenda say “Aye”.**
- 6. Then, continue with the remainder of the regular Agenda, addressing any items that were not included within the Consent Agenda where appropriate.**

RULES OF PROCEDURE OF THE SUSSEX COUNTY COUNCIL
OF SUSSEX COUNTY, DELAWARE

These rules shall govern the procedure of the Sussex County Council of Sussex County, Delaware.

Definitions

“Agenda” includes but is not limited to a general statement of the major issues expected to be discussed at a public meeting, as well as a statement of intent to hold an executive session and the specific ground or grounds therefore.

“County” means Sussex County, Delaware, unless otherwise specified.

“County Council” means the Sussex County Council of Sussex County, Delaware.

“Meeting” means the formal or informal gathering of a quorum of the members of the Sussex County Council for the purpose of discussion or taking action on public business.

“President” means the president of the Sussex County Council.

“Presiding Officer” means the President of the Sussex County Council, or such other person who presides over the meetings of the Sussex County Council, pursuant to the Rules of the Sussex County Council.

“Public business” means any matter over which the Sussex County Council has supervision, control, jurisdiction or advisory power.

“Public record” is information of any kind, owned, made, used, retained, received, produced, composed, drafted or otherwise compiled or collected by the Sussex County Council, relating in any way to public business, or in any way of public interest, or in any way related to public purposes, regardless of the physical form or characteristic by which such information is stored, recorded or reproduced. Records not deemed public under 29 Del C. §10002 (d) are not deemed public under the Rules of the Sussex County Council.

Rule 1 - Order of Business

1.1 The order of business at each regular meeting of the County Council shall be as follows:

Invocation
Pledge of Allegiance
Call to Order

**Additions to Agenda
Adoption of Agenda
Approval of Minutes
Reading of Correspondence
Report of County Administrator
Reports of County Departments
Public Hearings
Introduction of Ordinances
Additional Business
Recess
Additional Public Hearings
Adjournment**

- 1.2 The order of business can be altered at any duly constituted meeting by an affirmative vote of a majority of all the members of the County Council. The privilege of the floor may be granted to the public at any time by the presiding officer.**
- 1.3 During public hearings, the presiding officer may set reasonable time limits on public comments. An individual may submit a written statement in lieu of or in addition to verbal comments.**
- 1.4 Every attempt will be made to complete all business scheduled. In the event that the presentation of a scheduled agenda item takes longer than reasonably anticipated, the presentation may be suspended by approval of a majority of all of the members of the County Council. A motion to suspend a presentation should include the date and time at which the remainder of the presentation will be heard.**

Rule 2 – Meetings of the County Council

- 2.1 Regular meetings shall be held in the Sussex County Administration Building or such other location as designated by majority vote of all the members of the County Council.**
- 2.2 Regular business meetings shall convene on Tuesdays.**
- 2.3 Special meetings may be held in any public location in Sussex County, provided that 24 hours advance public notice is given. The notice shall include an explanation as to why the notice required by Rule 3 could not be given.**
- 2.4 Special meetings may be held at the call of the President or by a majority of all of the members of the County Council, and shall convene at a time and place determined to be appropriate by a majority of all of the members of the County Council.**

- 2.5** Emergency meetings may be called without notice to address any emergency regarding the immediate preservation of the public peace, health or safety.
- 2.6** Except for executive sessions, all meetings shall be open to the public.
- 2.7** On the affirmative vote of a majority of all of the members of the County Council present at any duly constituted meeting, an executive session may be held and closed to the public for any of the purposes set forth in the Title 29, Chapter 100 of the Delaware Code.
- 2.8** A vote to hold an executive session must be taken at a public meeting prior to the executive session, and the purpose for the executive session shall be announced publicly. The results of the vote shall be made public and shall be recorded in the minutes.
- 2.9** Discussions in executive session shall be limited to the purposes for which an executive session was called.
- 2.10** Minutes of all meetings, including executive sessions, shall be kept and made available for public inspection and copying. At a minimum, the minutes shall include a record of attendance and a record, by individual members of the County Council, of each vote taken and each action agreed upon. Such minutes, or portions thereof, relating to executive sessions, may be withheld from public disclosure in those cases where such disclosure would defeat the lawful purpose of the executive session, but no longer.

Rule 3 – Posting of Meeting Notices

- 3.1** Public notices of all meetings shall be posted on the public bulletin board located in the Sussex County Council Administrative Office, except as noted in 3.4 below.
- 3.2** Notices of regular meetings and of the intent to hold an executive session closed to the public shall be posted at least 7 days in advance thereof.
- 3.3** Notices of special or rescheduled meetings shall be posted at least 24 hours in advance thereof.
- 3.4** Public notice is not required for any emergency meeting which is necessary for the immediate preservation of the public peace, health or safety.
- 3.5** Meeting notices shall include the agenda, if such has been determined at the time, and the dates, times and places of such meetings. However, the agenda shall be subject to change to include items which arise at the time of the County Council's meeting, or to delete items, including executive sessions. A

reasonable number of copies of meeting agenda shall be available to the public.

- 3.6 When the agenda is not available at the time of the initial posting of the public meeting notice, it shall be added to the notice at least 6 hours in advance of said meeting. The reasons for the delay in posting shall be briefly set forth on the agenda.

Rule 4 – Agenda

- 4.1 The agenda for regular and special County Council meeting shall be available to the members of the County Council at least one day prior to the scheduled meeting.
- 4.2 The County Administrator shall be responsible for the preparation and contents of the agenda. Any member of the County Council may place items on the agenda by contacting the County Administrator, either verbally or in writing, prior to the posting of the agenda. Any other person may request to have items placed on the County Council agenda by notifying the County Administrator, in writing, prior to the close of business on the Tuesday prior to the Tuesday County Council meeting; provided, however, that items requested to be placed on the agenda that are not, in the opinion of the County Administrator, of County Council jurisdiction will not be placed on the posted agenda. Those items that do not qualify as County Council business will be responded to by the County Administrator and copied to the members of the County Council.
- 4.3 During a meeting, items which arise at the time of the County Council's meeting may be added to the agenda, and items may be deleted from the agenda, by a majority vote of all of the members of the County Council.

Rule 4A. – Consent Agenda

4A.1 The County Administrator or any member of the County Council may propose any matter that would be considered on an agenda for the inclusion on a Consent Agenda. The Consent Agenda shall list the matters so included and a brief description of each.

4A.2 An item may be removed from a Consent Agenda if any member of the County Council requests that it be given separate individual consideration. If an item is removed from the Consent Agenda, it shall be considered as a separate item under the appropriate section of that meeting's agenda.

4A.3 All items on a Consent Agenda shall be read and voted on as a single group.

Rule 5 – Attendance of Members of the County Council at Meetings; Quorums

- 5.1 No members of the County Council shall be absent from scheduled meetings or from other official duties without cause. When unable to attend a scheduled meeting, a member of the County Council shall be responsible for notifying one of the following: the President, the County Administrator, another County Council member, or a staff member of the County Council.
- 5.2 The presence of no less than three (3) members of the County Council shall constitute a quorum.
- 5.3 When a quorum is not present at any properly called meeting, the members of the County Council present may adjourn.
- 5.4 If no members of the County Council are present, the Clerk of the County Council may adjourn the meeting.
- 5.5 Three (3) affirmative votes shall be required to pass any motion, unless otherwise provided herein or provided by law.
- 5.6 A matter to be voted on may be placed on the table with three (3) affirmative votes. However, an ordinance for a change of zone or a conditional use may be placed on the table by the County Council member representing the district in which the application is located for a period of up to forty-five (45) days, without the need for three (3) affirmative votes.

Rule 6 – Roll Calls

- 6.1 On each motion duly made and seconded, the presiding officer shall call the roll or determine the vote in some other manner, and announce the results.
- 6.2 A written record shall be made by the Clerk of the vote by each member of the County Council on each vote taken. Said record shall also reflect the number of “aye” votes, the number of “nay” votes, and the number of “abstaining” votes.

Rule 7 – Record Keeping

- 7.1 A file shall be kept in the Office of the Clerk of the County Council of all County Council business meetings. The file shall include copies of meeting notices (including the time, date and place where they were posted), the agenda and the minutes of the meeting.

Rule 8 – Minutes of Sussex County Council Meetings

8.1 Minutes shall be taken of each meeting of the County Council, and shall reflect the following:

- a. Kind of meeting.**
- b. Date and place of meeting.**
- c. Name of the presiding officer.**
- d. Members of County Council present.**
- e. Whether the minutes of the previous meeting were approved.**
- f. The proceedings of the County Council, briefly and accurately stated, including titles of ordinances and titles of resolutions considered. The minutes shall record what was done rather than what was said. However, a member of the County Council may request that a statement or written material be attached to the minutes and made a part thereof.**
- g. All motions voted upon and the results of said motions.**
- h. Names of members of County Council making motions and those making secondary motions.**
- i. A record by individual members of County Council, of each vote taken and action agreed upon.**
- j. Time of convention and adjournment.**

8.2 Minutes shall be taken, prepared and presented by the Clerk of the County Council in written form for approval as written or as amended. The minutes as approved shall be filed in the minute book of the County Council. Copies of the approved minutes shall be made available to the general public.

8.3 Recordings will be made of all public County Council business meetings at which County business is transacted. The recordings shall be under the custody of the Clerk of the County Council and shall be open to inspection and copying in accordance with applicable law regarding access to public records.

Rule 9 – Records

9.1 The approved minutes of each public meeting, together with a copy of each ordinance or resolution introduced at the meeting which is not set forth in full in the minutes thereof and a copy of each communication presented at

the meeting, shall be kept in the office of the Clerk of the County Council and shall be made available for inspection by the public.

Rule 10 - Ordinances

- 10.1** Any member of the County Council may request a staff member or a consultant to draft an ordinance for introduction. The member shall notify all members of the County Council at the time the request is made. Upon drafting of the proposed ordinance, it shall be placed on the agenda for discussion and possible introduction.
- 10.2** A proposed ordinance may be introduced in writing by any member of County Council at any duly constituted meeting.
- 10.3** The proposed ordinance shall contain no more than one subject, which shall be stated in its title.
- 10.4** When a proposed ordinance is introduced, the Clerk of the County Council shall:
- a.** Assign an Introduction Number to the proposed ordinance;
 - b.** Distribute a copy of the proposed ordinance to each elected County official;
 - c.** Comply with all public advertisement requirements as mandated by applicable law;
- 10.5** The President or other presiding officer, or his or her designee, shall designate a date, time, and place for the public hearing for a proposed ordinance.
- 10.6** Following the public hearing, the County Council may:
- a.** Adopt the ordinance as introduced;
 - b.** Adopt the ordinance with amendments;
 - c.** Place the ordinance on the table, prior to voting; or
 - d.** Reject the ordinance.
- 10.7** Following the placement of an ordinance for a change of zone or a conditional use on the table, the matter shall be placed on the agenda again only by the County Council member representing the district in which the application is located. If an ordinance for a change of zone or a conditional use is not placed on the agenda and acted upon within forty-five (45) days of

the County Council's public hearing on the application, the matter may be placed on the agenda by the President.

- 10.8 If the ordinance is amended in any substantial manner not included in the title of the ordinance, the amended portion thereof shall be introduced by the procedures set forth in Rules 10.2 – 10.6.
- 10.9 Upon the adoption of an ordinance, the Clerk of the County Council shall assign a permanent number to the ordinance and publish the title of the ordinance, with notice of its adoption.
- 10.10 Unless the effective date is included in the body of the ordinance, the ordinance shall become effective upon adoption.

Rule 11 – Resolutions and Proclamations

- 11.1 All resolutions and proclamations shall be in writing and submitted to the members of the County Council prior to consideration by the Sussex County Council.
- 11.2 Any member of the County Council may request that a resolution or proclamation be placed on the County Council agenda by submission of the resolution or proclamation to the County Administrator, in accordance with Rule 4.
- 11.3 No resolution or proclamation shall contain more than one subject which shall be clearly expressed in its title.
- 11.4 Each resolution and proclamation shall bear a title which shall clearly express its subject matter. At the time of its consideration and prior to a motion for its adoption, a resolution or proclamation may be read by title only.
- 11.5 A resolution or proclamation may be amended without resubmission unless such resubmission is desired by a majority of all of the members of County Council.

Rule 12 – Conduct During Meetings

- 12.1 When a member of County Council desires to speak, that member shall address the presiding officer and shall not proceed until recognized and granted the privilege of the floor. The presiding officer shall recognize the member of County Council who is the first to address the presiding officer.

12.2 No member of the County Council shall interrupt another in debate without the consent of the other. To obtain such consent, the member shall first address the presiding officer.

12.3 If any member of County Council, in speaking or otherwise, transgresses the Rules of the County Council, the presiding officer shall, or any member of County Council may call the errant member to order. When a member shall be called to order, that member shall not proceed without the permission of the presiding officer.

Rule 13 – Change or Suspension of Rules

13.1 Any rule of the County Council may be changed or suspended by the approval of a majority of all of the members of the County Council.

Rule 14 – Rules of Order

14.1 All rules of parliamentary procedure not covered or provided for by the **RULES OF PROCEDURE OF THE SUSSEX COUNTY COUNCIL OF SUSSEX COUNTY, DELAWARE**, or by the laws of the State of Delaware, shall be decided in accordance with **MASON’S MANUAL OF LEGISLATIVE PROCEDURE**.

Rule 15 – Vice-President and Other Presiding Officer

15.1 In the absence of the President, the presiding officer, with all powers and duties of the President enumerated herein, shall be the Vice-President as elected by a majority vote of all of the members of County Council. In the absence of the Vice-President, the presiding officer, with all powers and duties of the President enumerated herein, shall be such other member of the County Council as is elected by a majority vote of all of the members of County Council.

Rule 16 - Appointments

16.1 The President, with the concurrence of a majority of all of the members of the County Council, may appoint any member to represent the County Council on any committee, board or commission or at any event.

16.2 A member of the County Council so appointed shall inform the County Council of issues discussed at those meetings or events which impact County government.

Rule 16.A Appointments to the Planning & Zoning Commission and Board of Adjustment

16A.1 With respect to new appointments of members to the Planning & Zoning Commission and the Board of Adjustment (collectively referred to in this provision as “board members”), the Councilperson in whose district a board member’s term is set to expire shall, at least one (1) month prior to the expiration of said term, submit the name of a nominee to the County Administrator along with the nominee’s resume. The County Administrator shall forward copies of the nominee’s resume to all Council members and place the matter on the Council’s agenda for public session at an upcoming Council meeting. With Council’s input, the County Administrator shall provide interview questions to the nominee for written answer to be submitted to the Council by no later than the Friday preceding the aforesaid Council meeting at which the nominee shall be in attendance for a public interview. In the event the nominee is not approved by a Council majority, nominations for the position will be opened up to all Councilpersons regardless of the district they represent; however, at no time shall there be more than 2 members appointed for the same Council district. This procedure shall apply only to new nominees and specifically shall not apply to those board members seeking reappointment for a subsequent term.

16A.2 In the event a board member resigns or is removed prior to the expiration of his or her term, the Councilperson, in whose district the vacancy has occurred, shall submit the name and resume of a nominee to the County Administrator as soon as is practicable and no later than two (2) weeks from the date the vacancy occurred. All other application procedures above shall thereafter apply.

Rule 17 – Standards of Conduct

17.1 Persons attending County Council meetings shall observe appropriate dress standards and standards of conduct. Attire that may distract from the proceedings shall not be permitted.

17.2 Persons attending County Council meetings may wear one (1) “cause supporting sign” affixed to their clothing. The size of such “sign” may not exceed three (3) inches by five (5) inches. Signs offensive to the members of the County Council or to participants, and signs that may distract from the proceedings, shall not be permitted. No placards shall be permitted at any meeting of the County Council.

17.3 The County Administrator shall, from time to time, prescribe by policy reasonable and appropriate attire and conduct for persons attending meetings of the County Council.

17.4 Members of the news media shall conduct themselves in such a manner as to not be disruptive of the proceedings of the County Council.

- 17.5** Persons attending County Council meetings shall at all times conduct themselves in an orderly manner and follow the direction of the presiding officer. The presiding officer shall be responsible for ensuring that reasonable and appropriate dress standards and standards of conduct are observed at meetings of the County Council.
- 17.6** Although the Freedom of Information Act does not require Council to allow public comment during a Council meeting, if Council includes Additional Business on the agenda for one or more of its regular or special meetings, the right to make public comment shall be subject to the following procedures, which shall be enforced by the presiding officer of Council:
- A.** Each speaker shall place their name and address on a sign-up sheet. Each speaker shall only speak from the podium after being recognized and shall first identify themselves and give their residence address within the County. Each speaker shall be limited to 3 minutes. At the end of that time, the presiding officer will either inform the speaker that their time is up or grant the speaker up to an additional 2 minutes.
 - B.** Each speaker shall confine his or her comments to matters which are clearly within the jurisdiction of Council and are matters of legitimate County business.
 - C.** Public comment is not intended to provide a means for a member of the public to appeal a decision made by a County employee or subcontractor during the course of their official duties. Matters of that nature must be brought to the attention of the County Administrator or his or her designee.
 - D.** Public comment shall be addressed to the Council as a body and not to a specific member of Council. After a person is recognized and allowed to speak, they should not be interrupted except by the presiding officer whose purpose is to enforce these policies. The presiding officer shall have the discretion to stop a speaker from further comment if the speaker digresses from the restrictions as to time or matters within the County's business or jurisdiction or if the speaker becomes so willfully and seriously disruptive as to prevent Council from accomplishing its business in a reasonable manner.
 - E.** The presiding officer may, but is not required to, respond to a speaker or to a question or an issue raised by a speaker. In situations where the presiding officer responds, the response shall not indicate the position of Council as a body and to the extent possible, be limited to

informing the speaker, if appropriate, of the proper person within the County government to whom their concerns should be addressed.

- F. Nothing in this Rule shall be construed to prohibit Council from seeking comments from persons with particular knowledge on a matter before them and to prohibit public comment if Additional Business is not included on the agenda.

Rule 18 – Delaware Freedom of Information Act

- 18.1 All procedures of the County Council shall comply with the Delaware Freedom of Information Act, as contained in Title 29, Chapter 100 of the Delaware Code. To the extent that any provision herein shall conflict with the provisions of the Delaware Freedom of Information Act, the more restrictive provision shall apply.

Rule 19 – Adoption and Effective Date

- 19.1 These rules shall become effective upon adoption by a majority vote of all of the members of the County Council. These rules shall be adopted annually by the members of the County Council.

Adopted as presented on January 4, 2011

Amended on June 28, 2011

Adopted as presented on January 3, 2012

Amended and adopted on January 8, 2013

Amended and adopted on April 1, 2014

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 26 OF THE CODE OF SUSSEX COUNTY RELATING TO PENSION BENEFITS FOR SUSSEX COUNTY EMPLOYEES.

WHEREAS, Sussex County Code, Chapter 26 governs Sussex County employee pension benefits; and

WHEREAS, Sussex County desires to amend Chapter 26 as it relates to "Allowable interruptions" as set forth in § 26-3; "Eligibility" as set forth in § 26-6; "Computation of benefits" as set forth in § 26-7; and "Funding" as set forth in § 26-9.

NOW THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. Amend Sussex County Code, Chapter 26, § 26-3, Allowable interruptions, by adding a new paragraph F. as follows:

F. For a covered employee hired by Sussex County after December 31, 2013, covered employment for calculating benefits and vesting shall not include any period of uncompensated Allowable Interruption unless, within 12 months after returning from the uncompensated Allowable Interruption, such covered employee contributes from his compensation the employee contributions that such covered employee would have contributed if he was not on an uncompensated Allowable Interruption at the rate of base compensation that such covered employee was earning at the commencement of the Allowable Interruption.

Section 2. Amend Sussex County Code, Chapter 26, § 26-6, Eligibility, by inserting the additional underlined language to the end of paragraph A. as follows:

A. A covered employee who shall have service with Sussex County in continuous employment for at least eight years shall be considered eligible for retirement benefits within the meaning of this chapter, except as otherwise provided. Elected County officials (including the Recorder of Deeds, Register of Wills, Sheriff, Clerk of Peace and members of County Council) would be eligible to retire and receive a pension with five years of elected official service at the age of 60 or with 10 years of elected official service at the age of 55. In no event shall a covered employee hired after December 31, 2013 receive credit for covered employment for benefit purposes for any period of employment during which the covered employee does not make the full 3% employee contribution, except for the period of the year during which the covered employee is working and earning the first \$6,000 of base compensation.

Section 3. Amend Sussex County Code, Chapter 26, § 26-6, Eligibility, by inserting the additional underlined language to the end of paragraph E. as follows:

E. Time in federal military service or federally acceptable substitute service shall be computed as time as a covered employee, provided that the individual was an employee of the Sussex County Council prior to the entry into such service. This subsection shall apply to the entire period of service, not exceeding four years; except that no one receiving retirement compensation for such service shall be eligible for benefits under this chapter. For a covered employee hired after December 31, 2013 to receive such credit for covered employment for time in the federal military service or federally acceptable substitute service, a covered employee must, within the period starting with the date of reemployment and continuing a minimum period of at least 12 months but, if greater than 12 months, no longer than the lesser of (i) 3 times the length of the covered employee's immediate past period of federal military service or federally acceptable substitute service, and (ii) 5 years, contribute from his compensation the employee contributions that such covered employee would have contributed if he had not spent time in the federal military service or federally acceptable substitute service at the rate of compensation that such covered employee was earning at the commencement of the Allowable Interruption federal military service or federally acceptable substitute service.

Section 4. Amend Sussex County Code, Chapter 26, § 26-7, Computation of benefits, by adding new paragraphs E. and F. to read as follows:

E. Minimum Death Benefit. Upon the death of a covered employee hired after December 31, 2013, former employee hired after December 31, 2013 or pensioner hired after December 31, 2013, or if a survivor's pension is payable upon such death, when such pension ceases to be payable, there shall be paid to the designated beneficiary or, in the absence of a designated beneficiary, to the estate of such covered employee, such former employee or such pensioner a lump sum equal to the excess, if any, of the accumulated employee contributions with 2% interest per annum over the aggregate of all pension payments made.

F. Withdrawal Benefit. Upon the withdrawal from service of a covered employee hired after December 31, 2013, and who is not eligible for a service pension under Section 26-6 A, the employee's total employee contributions paid while the employee was a covered employee, with simple interest at the rate of 2% per annum, shall be paid to the covered employee.

Section 5. Amend Sussex County Code, Chapter 26, § 26-9, Funding, by adding new paragraphs F. and G. to read as follows:

F. Employee Contributions.

(1) Covered employees hired by Sussex County after December 31, 2013, shall make employee contributions to the Fund equal to 3% of the covered employees' total annual base compensation in excess of \$6,000. In no event shall the total base compensation of a covered employee during any calendar year in excess of \$6,000 be exempt from employee contributions. A covered employee shall at all times be 100% vested in his employee contributions.

(2) Covered employees who were hired by Sussex County prior to January 1, 2014 and who terminate employment with Sussex County at any time and are subsequently re-employed by Sussex County after December 31, 2013 shall be required to make employee contributions to the Plan upon their re-employment except that no employee contributions shall be required from the following covered employees:

a. A covered employee who prior to such termination of employment had service with Sussex County in continuous employment for at least eight (8) years and who again becomes a covered employee within sixty (60) months of such covered employee's termination of employment; and

b. A covered employee who prior to such termination of employment did not have service with Sussex County in continuous employment for at least eight (8) years and who again becomes a covered employee within twelve (12) months of such covered employee's termination of employment.

G. Employer pickup of employee contributions.

(1) The Sussex County Council, pursuant to the provisions of § 414(h)(2) of the United States Internal Revenue Code [26 U.S.C. § 414 (h)(2)], shall pick up and pay the contributions which would otherwise be payable by the employees under § 26-9 F. of this Chapter. The contributions so picked up shall be treated as employer contributions for purposes of determining the amounts of federal income taxes to withhold from the employee's compensation.

(2) Employee contributions picked up by The Sussex County Council shall be paid from the same source of funds used for the payment of compensation to an employee. A deduction shall be made from each covered employee's compensation equal to the amount of the employee's contributions picked up by the employer. This deduction, however, shall not

reduce the employee's compensation for purposes of computing benefits under the retirement system pursuant to this chapter.

(3) The contributions, although designated as employee contributions, are being paid by the employer in lieu of the contributions by the employee. The employee will not be given the option of choosing to receive the contributed amounts directly instead of having them paid by the employer to the retirement system.

Section 6. Effective Date. This Ordinance shall become effective immediately upon approval.

Synopsis

This Ordinance amends Sussex County Code, Chapter 26, which governs employee pension benefits, by amending the following code provisions: "Allowable interruptions" as set forth in § 26-3 by adding a new paragraph F.; "Eligibility" as set forth in § 26-6 by adding additional language to the end of paragraphs A. and E.; "Computation of benefits" as set forth in § 26-7 by adding new paragraphs E. and F.; and "Funding" as set forth in § 26-9 by adding new paragraphs F. and G.

There is no deleted text. Additional text is underlined.

ENGINEERING DEPARTMENT

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



Sussex County

DELAWARE
sussexcountyde.gov

MICHAEL A. IZZO, P.E.
COUNTY ENGINEER

BRAD HAWKES
DIRECTOR OF UTILITY ENGINEERING

April 14, 2014

FACT SHEET

SUSSEX COUNTY PROJECT 81-04
FOREST LANDING - REMAINDER OF PHASE 2D
AGREEMENT NO. 343 - 7

DEVELOPER:

Mr. Dave Dombert
Forest Landing Communities, LLC
Natelli Communities, LLC
506 Main Street, Suite 300
Gaithersburg, MD 20878

LOCATION:

Intersection Of County Road 368 And County
Road 84.

SANITARY SEWER DISTRICT:

Miller Creek Sanitary Sewer District

TYPE AND SIZE DEVELOPMENT:

16 Single Family Lots.

SYSTEM CONNECTION CHARGES:

\$83,968.00

SANITARY SEWER APPROVAL:

Sussex County Engineering Department Plan Approval
08/04/04

Department Of Natural Resources Plan Approval
10/29/04

SANITARY SEWER CONSTRUCTION DATA:

Construction Days – 15

Construction Admin And Construction Inspection Cost – \$5,919.30

Proposed Construction Cost – \$39,462.00

ENGINEERING DEPARTMENT

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



Sussex County

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MICHAEL A. IZZO, P.E.
COUNTY ENGINEER

BRAD HAWKES
DIRECTOR OF UTILITY ENGINEERING

April 29, 2014

PROPOSED MOTION

BE IT MOVED THAT BASED UPON THE RECOMMENDATION OF THE SUSSEX COUNTY ENGINEERING DEPARTMENT, FOR SUSSEX COUNTY PROJECT NO. 81-04, AGREEMENT NO. 343-7, THAT THE SUSSEX COUNTY COUNCIL EXECUTE A CONSTRUCTION ADMINISTRATION AND CONSTRUCTION INSPECTION AGREEMENT BETWEEN SUSSEX COUNTY COUNCIL AND "FOREST LANDING COMMUNITIES, LLC", FOR WASTEWATER FACILITIES TO BE CONSTRUCTED IN "FOREST LANDING-REMAINDER OF PHASE 2D-", LOCATED IN MILLER CREEK SANITARY SEWER DISTRICT.

ORDINANCE NO. 38
AGREEMENT NO. 343-7

TODD LAWSON
COUNTY ADMINISTRATOR

ENGINEERING DEPARTMENT

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



Sussex County

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MICHAEL A. IZZO, P.E.
COUNTY ENGINEER

BRAD HAWKES
DIRECTOR OF UTILITY ENGINEERING

April 09, 2014

FACT SHEET

SUSSEX COUNTY PROJECT 81-04
DEEP VALLEY FARM - PHASE 2
AGREEMENT NO. 866 - 2

DEVELOPER:

Mr. John Duffy
Lewes Crossing Capital Partners, LLC
39684 Sunrise Court, Unit 720
Bethany Beach, DE 19930

LOCATION:

South side Rt. 9, north and south sides of Rd. 285,
Beaver Dam Rd.

SANITARY SEWER DISTRICT:

West Rehoboth Expansion of the Dewey Beach Sanitary Sewer District

TYPE AND SIZE DEVELOPMENT:

192 Lot Residential Sub-Division, 16 single family lots in
this phase

SYSTEM CONNECTION CHARGES:

\$77,152.00

SANITARY SEWER APPROVAL:

Sussex County Engineering Department Plan Approval
09/13/13

Department Of Natural Resources Plan Approval
02/04/13

SANITARY SEWER CONSTRUCTION DATA:

Construction Days – 30
Construction Admin And Construction Inspection Cost – \$5,448.08
Proposed Construction Cost – \$36,320.50

ENGINEERING DEPARTMENT

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



Sussex County

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MICHAEL A. IZZO, P.E.
COUNTY ENGINEER

BRAD HAWKES
DIRECTOR OF UTILITY ENGINEERING

April 29, 2014

PROPOSED MOTION

BE IT MOVED THAT BASED UPON THE RECOMMENDATION OF THE SUSSEX COUNTY ENGINEERING DEPARTMENT, FOR SUSSEX COUNTY PROJECT NO. 81-04, AGREEMENT NO. 866-2 THAT THE SUSSEX COUNTY COUNCIL EXECUTE A CONSTRUCTION ADMINISTRATION AND CONSTRUCTION INSPECTION AGREEMENT BETWEEN SUSSEX COUNTY COUNCIL AND "LEWES CROSSING CAPITAL PARTNERS, LLC", FOR WASTEWATER FACILITIES TO BE CONSTRUCTED IN "DEEP VALLEY FARM – PHASE 2", LOCATED IN THE WEST REHOBOTH EXPANSION OF THE DEWEY BEACH SANITARY SEWER DISTRICT.

ORDINANCE NO. 38
AGREEMENT NO. 866-2

TODD LAWSON
COUNTY ADMINISTRATOR

ENGINEERING DEPARTMENT

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



Sussex County

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MICHAEL A. IZZO, P.E.
COUNTY ENGINEER

BRAD HAWKES
DIRECTOR OF UTILITY ENGINEERING

April 10, 2014

FACT SHEET

SUSSEX COUNTY PROJECT 81-04
DEEP VALLEY FARM - PHASE 3
AGREEMENT NO. 866 - 3

DEVELOPER:

Mr. John Duffy
Lewes Crossing Capital Partners, LLC
39684 Sunrise Court, Unit 720
Bethany Beach, DE 19930

LOCATION:

South side Rt. 9, north and south sides of Rd. 285,
Beaver Dam Rd.

SANITARY SEWER DISTRICT:

West Rehoboth Expansion of the Dewey Beach Sanitary Sewer District

TYPE AND SIZE DEVELOPMENT:

192 Lot Residential Sub-Division, 24 single
family lots in this phase

SYSTEM CONNECTION CHARGES:

\$115,728.00

SANITARY SEWER APPROVAL:

Sussex County Engineering Department Plan Approval
09/13/13

Department Of Natural Resources Plan Approval
02/04/13

SANITARY SEWER CONSTRUCTION DATA:

Construction Days – 60
Construction Admin And Construction Inspection Cost – \$14,022.68
Proposed Construction Cost – \$93,484.50

ENGINEERING DEPARTMENT

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



Sussex County

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MICHAEL A. IZZO, P.E.
COUNTY ENGINEER

BRAD HAWKES
DIRECTOR OF UTILITY ENGINEERING

April 29, 2014

PROPOSED MOTION

BE IT MOVED THAT BASED UPON THE RECOMMENDATION OF THE SUSSEX COUNTY ENGINEERING DEPARTMENT, FOR SUSSEX COUNTY PROJECT NO. 81-04, AGREEMENT NO. 866-3 THAT THE SUSSEX COUNTY COUNCIL EXECUTE A CONSTRUCTION ADMINISTRATION AND CONSTRUCTION INSPECTION AGREEMENT BETWEEN SUSSEX COUNTY COUNCIL AND "LEWES CROSSING CAPITAL PARTNERS, LLC", FOR WASTEWATER FACILITIES TO BE CONSTRUCTED IN "DEEP VALLEY FARM – PHASE 3", LOCATED IN THE WEST REHOBOTH EXPANSION OF THE DEWEY BEACH SANITARY SEWER DISTRICT.

ORDINANCE NO. 38
AGREEMENT NO. 866-3

TODD LAWSON
COUNTY ADMINISTRATOR

ENGINEERING DEPARTMENT

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



Sussex County

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MICHAEL A. IZZO, P.E.
COUNTY ENGINEER

BRAD HAWKES
DIRECTOR OF UTILITY ENGINEERING

April 21, 2014

FACT SHEET

SUSSEX COUNTY PROJECT 81-04
VINCENT OVERLOOK - PHASE 4
AGREEMENT NO. 843 - 5

DEVELOPER:

Mr. Louis J. Capano, III
Vincent Overlook, LLC
105 Foulk Road
Wilmington, DE 19803

LOCATION:

Intersection of CR 88 & CR 261

SANITARY SEWER DISTRICT:

West Rehoboth Expansion of the Dewey Beach Sanitary Sewer District

TYPE AND SIZE DEVELOPMENT:

30 Single Family Lots

SYSTEM CONNECTION CHARGES:

\$144,660.00

SANITARY SEWER APPROVAL:

Sussex County Engineering Department Plan Approval
10/18/05

Department Of Natural Resources Plan Approval
11/30/05

SANITARY SEWER CONSTRUCTION DATA:

Construction Days – 30
Construction Admin And Construction Inspection Cost – \$13,008.53
Proposed Construction Cost – \$86,723.50

ENGINEERING DEPARTMENT

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



Sussex County

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sussexcountyde.gov

MICHAEL A. IZZO, P.E.
COUNTY ENGINEER

BRAD HAWKES
DIRECTOR OF UTILITY ENGINEERING

April 29, 2014

PROPOSED MOTION

BE IT MOVED THAT BASED UPON THE RECOMMENDATION OF THE SUSSEX COUNTY ENGINEERING DEPARTMENT, FOR SUSSEX COUNTY PROJECT NO. 81-04, AGREEMENT NO. 843-5 THAT THE SUSSEX COUNTY COUNCIL EXECUTE A CONSTRUCTION ADMINISTRATION AND CONSTRUCTION INSPECTION AGREEMENT BETWEEN SUSSEX COUNTY COUNCIL AND "VINCENT OVERLOOK, L.L.C.", FOR WASTEWATER FACILITIES TO BE CONSTRUCTED IN "(VINCENT OVERLOOK – PHASE 4)", LOCATED IN WEST REHOBOTH EXPANSION OF THE DEWEY BEACH SANITARY SEWER DISTRICT.

ORDINANCE NO. 38
AGREEMENT NO. 843-5

TODD LAWSON
COUNTY ADMINISTRATOR

MEMORANDUM

TO: **Sussex County Council**

THROUGH: Todd Lawson
County Administrator

FROM: Jim Hickin, A.A.E.
Airport & Industrial Park

RE: **EASTERN SHORE POULTRY COMPANY, INC.**

DATE: April 25, 2014

I am on the April 29th agenda to ask Council's approval of a lease amendment with Eastern Shore Poultry Company, Inc. (ESP)

The County entered a commercial lease with ESP in April 1992 for Lot 26 in the Sussex County Industrial Park. At the time, the acreage included in the lease document was preliminary and the lease required ESP to provide a final survey of the property.

ESP has provided the final survey as required in the lease. The proposed addendum replaces the preliminary property description with a final, sealed survey. No other changes are made to the lease.

Attached are the proposed addendum and the final survey.

I look forward to your approval of this amendment. Please call me at 855-7775 if you have any questions.

cc: Mike Izzo, P.E.
County Engineer

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT to a Lease Agreement is made and executed on this _____ day of _____, A.D., 2014 by and between:

SUSSEX COUNTY, DELAWARE, a political subdivision of the State of Delaware, with an address of 2 The Circle, Georgetown, Delaware 19947, hereinafter referred to as "**Landlord**"

AND

EASTERN SHORE POULTRY COMPANY, INC. with an address of 21724 Broad Creek Avenue, Georgetown, DE, 19947, hereinafter referred to as "**Tenant**".

RECITALS

WHEREAS, on April 7, 1992, Landlord and Tenant entered into a Lease Agreement (hereinafter referred to as "the Agreement") for space known as Lot 26, located at 21724 Broad Creek Avenue, Georgetown, Delaware 19947 (hereinafter referred to as "the Leased Premises"); and

WHEREAS, on April 7, 1992, Landlord and Tenant entered into a First Amendment to the Lease Agreement ("the First Amendment"); and

WHEREAS, in Appendix A of the Agreement, Tenant agreed to obtain a survey of the Leased Premises to determine the metes and bounds thereof;

WHEREAS, Tenant has obtained a survey of the Leased Premises; and

WHEREAS, the parties hereto desire to amend the terms of the Agreement as outlined herein to incorporate the new survey of the Leased Premises to properly show the metes and bounds of the Leased Premises,

WITNESSETH:

That Landlord, in consideration of the rents, terms, covenants, conditions and agreement hereinafter made on the part of Tenant to be paid, kept and performed and Tenant, in consideration of the right to occupy the Leased Premises, subject to the terms, covenants, conditions and agreements hereinafter set forth, do together hereby agree as follows:

1. Exhibit A of the Agreement shall be removed and replaced with the survey of the Leased Premises prepared by Lawrence Long dated June 15, 1992 ("the Survey"), which is attached hereto as Exhibit 1 and is incorporated by reference herein. The parties agree that the Survey accurately reflects the metes and bounds description of the Leased Premises.
2. **Rent.** Pursuant to Appendix C of the Agreement, rent due from Tenant for the Leased Premises is based on the acreage of the Leased Premises. The original description of the Leased Premises set forth in Exhibit A of the Agreement states that the Leased Premises consists of 5.09 acres and the Survey states that the Leased Premises consists of 4.236 acres. For purposes of the calculation of rent, Tenant shall pay rent for 4.236 acres pursuant to the schedule set forth in Appendix A of the Agreement effective the date of this Second Amendment.
3. **Interpretation of Amendment.** All other terms and conditions of the Agreement and First Amendment shall remain intact and in full force and effect. Wherever there exists a conflict between this Second Amendment and the Agreement or the First Amendment, the provisions of this Second Amendment shall control. Unless otherwise indicated, capitalized terms shall be defined in the manner set forth in the Agreement.

4. **Counterparts.** This Amendment may be signed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one (1) instrument.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, this ____ day of _____, A.D. 2014

Attest:

LESSOR: SUSSEX COUNTY COUNCIL

Name: _____
Title: Clerk of County Council

Name: _____
Title: _____ (SEAL)

APPROVED AS TO FORM:

J. Everett Moore, Jr., County Attorney

Attest:

LESSEE: EASTERN SHORE POULTRY
COMPANY, INC.

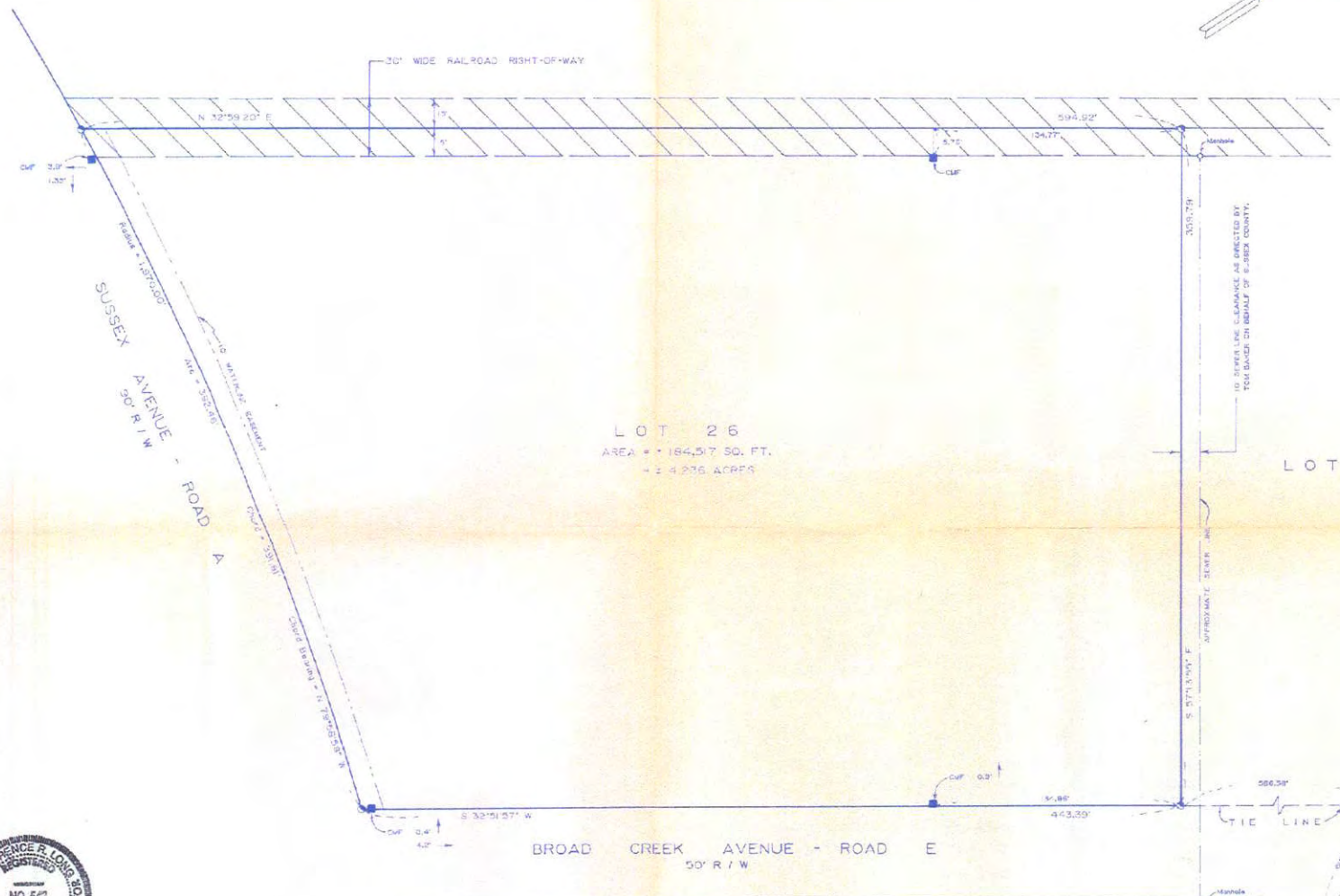
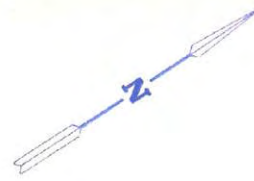
Name: _____
Title: _____

Name: _____
Title: _____ (SEAL)

EXHIBIT A

DRAFT

LOT 25



LOT 26
 AREA = 184,517 SQ. FT.
 = 4.236 ACRES



Lawrence R. Long
 15 June 92

L. E. Bunting Surveys, Inc.
 MARYLAND & VIRGINIA
 LAND SURVEYING
 24 BROAD STREET
 BERLIN, MARYLAND 21811
 410-664-3313

- REFERENCE PLATS:
- "Sussex County Industrial Airport" by D. W. Toomey.
 - "Record Plan - Sussex County Industrial Airport" by Associated Delaware Engineers - Feb., 1973.

- LEGEND:
- Denotes Concrete Monument, found
 - ⊕ Denotes Iron Pipe, set
 - Denotes Iron Pipe, found
 - Denotes Unmarked Point

NOTE:
 This Leasehold Estate is created by a lease agreement dated the 7th of April, 1982 between Sussex County (Lessor) and Eastern Shore Poultry Company, Inc. (Lessee). This survey is an amendment to Appendix A of the above said lease agreement in order to substitute for the description of Lot 25 as shown on Exhibit "A", a parcel titled "Sussex County Industrial Airport" that was drawn by D. W. Toomey.

PLAT OF SURVEY
 OF LEASEHOLD ESTATE OF
 EASTERN SHORE
 POULTRY COMPANY, INC.
 GEORGETOWN, DELAWARE
 SUSSEX COUNTY, DELAWARE
 SCALE: 1" = 40' DATE: 6 / 15 / 92
 JOB NO.: 4610 / 92

MEMORANDUM

TO: **Sussex County Council**

THROUGH: Todd Lawson
County Administrator

FROM: Jim Hickin, A.A.E.
Airport & Industrial Park

RE: **GEORGETOWN AIR SERVICES LEASE**

DATE: April 25, 2014

I am on the April 29th agenda to ask Council's approval of a lease with Georgetown Air Services, LLC.

Georgetown Air Services is currently the only fixed base operator (FBO) at the Sussex County Airport, providing aircraft fueling and transient aircraft services. The original FBO lease was signed in 1998 with Harvey & Vera Patrick Family Foundation, Inc. and was later assigned to Georgetown Air Services. The lease has been amended four times to (among other things) adjust rent and redefine the dimensions of the rented property.

Georgetown Air Services also leases office space in the Terminal Building under a separate lease agreement, which expires at different intervals from the FBO lease. They use this space as their office and customer service area for the FBO business.

In an effort to clean up our Airport lease agreements, we are proposing to combine Georgetown Air Services' two leases into one. The proposed agreement combines the terms from both leases into one document and eliminates the need to negotiate two leases at different intervals.

I look forward to your approval of this lease. Please call me at 855-7775 if you have any questions.

cc: Mike Izzo, P.E.
County Engineer

LEASE AGREEMENT

This Lease Agreement is made and executed on this _____ day of _____, A.D., 2014 ("the Effective Date") by and between:

SUSSEX COUNTY, DELAWARE, a political subdivision of the State of Delaware, with an address of 2 The Circle, Georgetown, Delaware 19947, hereinafter referred to as "**Lessor**"

AND

GEORGETOWN AIR SERVICES LLC, a Delaware Limited Liability Company, with an address of 21553 Rudder Lane, Georgetown, Delaware 19947, hereinafter referred to as "**Lessee**"

RECITALS:

WHEREAS, on March 11, 1998, Lessor and the Harvey & Vera Patrick Family Foundation, Inc., a Maryland not-for-profit corporation (hereinafter referred to as "the Foundation") entered into a certain Lease and Operating Agreement to Establish and Operate General Aviation Support Service Facility for the Sussex County Airport, Georgetown, Delaware, at the Sussex County Industrial Air Park, Georgetown, Delaware 19947 (hereinafter referred to as "the Old Terminal Lease Agreement");

WHEREAS, pursuant to the Old Terminal Lease Agreement, Lessee had a right to install improvements to the leased premises and ownership of the improvements would revert to Lessor at the termination of the lease term;

WHEREAS, Lessor and the Foundation entered into a First Amendment to the Old Terminal Lease Agreement dated May 24, 1999; and

WHEREAS, subsequently the Foundation assigned all of its rights and obligations under the Old Terminal Lease Agreement to Lessee pursuant to the terms of

an Assignment of Commercial Lease dated March 13, 2002 (hereinafter referred to as "the Assignment"); and

WHEREAS, Lessor and Lessee subsequently amended the Old Terminal Lease Agreement to terminate that portion of the lease for Lot No. A3-3 and the Hangar built thereon (hereinafter referred to as "the Terminated Parcel"); and

WHEREAS, Lessor and Lessee entered into a Third Amendment to the Old Terminal Lease Agreement dated February 1, 2008 (hereinafter referred to as "the Old Terminal Third Amendment"); and

WHEREAS, Lessor and Lessee entered into a Fourth Amendment to the Old Terminal Lease Agreement dated March 26, 2013 (hereinafter referred to as "the Old Terminal Fourth Amendment"); and

WHEREAS, Lessor and Lessee entered into a separate lease agreement dated July 17, 2012, for the rental of the Manager's Office and the Fixed Base Operator space (hereinafter referred to as "the Office Lease");

WHEREAS, the parties hereto desire to terminate the Old Terminal Lease, as amended, and the Office Lease and to create a single lease for the space leased under those lease agreements pursuant to the terms as set forth herein; and

WHEREAS, during the term of the Old Terminal Lease Agreement, Lessee installed certain fuel storage tanks and piping and Lessee desires to retain ownership of those fuel storage tanks and piping during the term of this Lease Agreement.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants and agreements herein stipulated to be kept and performed it is mutually agreed between the parties as follows:

1. **Premises.** Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor, the following described premises (hereinafter collectively referred to as "the Leased Premises"):
 - a. Parcel 1 - Lots A3-2 and A3-4, including the old terminal building as set forth and described in the drawing attached hereto as Exhibit "A" and made a part hereof.
 - b. Parcel 2 - The Manager's Office consisting of 190 square feet, and the Fixed Base Operator space consisting of 338 square feet, and all improvements thereto located in the Sussex County Airport Terminal, more particularly shown on a plot prepared by French & Ryan, attached hereto as Exhibit "B".
2. **"As Is" Condition.** Lessee agrees to accept all facilities on the Leased Premises and at the Airport on an "as-is" basis. Lessee acknowledges that the Leased Premises and the improvements located thereon are sufficient for Lessee's intended use.
3. **Use of the Leased Premises.**
 - a. **Use of Parcel 1.**
 - i. Lessee shall have the right to use Parcel 1 for the purpose of providing aircraft refueling and a minimum of any one (1) of the following services: flight training; aircraft rental; the sale, storage and/or hangaring of aircraft; the services of maintenance, repair and/or modification of aircraft, engines, or other equipment; air charter or air taxi operations; the cleaning and provisioning of aircraft; and the provision of transient or related services.
 - ii. Lessee shall operate its facilities at least eight (8) hours per day, seven (7) days per week, except for the observing of legal holidays specified by the Lessee.

- b. **Use of Parcel 2.** Lessee shall have the right to use Parcel 2 as office space. Lessee shall be permitted to operate at such times as Lessor, in its sole discretion, shall determine to keep the terminal building open.
 - c. In addition to the general privileges, uses, rights and interest attaching to the Leased Premises hereinbefore described and without limiting the generality thereof, Lessee shall have the right at any time, upon submitting detailed plans and specifications and upon receiving the approval of Lessor, to construct, erect, and maintain improvements in any lawful manner upon or in the Leased Premises for the purpose of carrying out any of the activities provided for herein subject, however, to all zoning regulations and airport restrictions providing, however, that such alterations or changes shall not injure said improvements or depreciate their value. It is further mutually agreed that additional permanent buildings and fixtures installed by Lessee on or to the improvements leased hereunder shall become the property of Lessor upon the expiration of this lease.
 - d. Any other uses of the Leased Premises shall require the written approval of Lessor, which will not be unreasonably withheld.
4. **Lease Term.** The initial Term of this Lease Agreement shall begin on the Effective Date of this Agreement and shall end on the 30th day of April, 2023, unless sooner terminated pursuant to the terms herein. A Lease Year will begin on May 1 and end on April 30 of each year. In the event the rights and privileges hereunder are suspended by reason of war or other national emergency, the term of this lease shall be extended by the amount of the period of time of such suspension.
5. **Renewal of Lease.** Provided Lessee is not currently in Default of its obligations under this Lease, the Lease may be extended for two (2) additional five (5) year periods at Lessor's discretion. If Lessee intends to request an extension of the Term, it shall send a written request to Lessor no less than ninety (90) days prior to the end of the Term set forth above and Lessor will have thirty (30) days to approve or reject such request for an extension of the Term. If Lessor rejects the extension of the Term, Lease shall terminate on its expiration date. Consent of

Lessor shall not be unreasonably withheld. In the event that Lessor rejects Lessee's request to extend the lease, arbitration may be used in accordance with Paragraph 20.

6. **Rent.** On a monthly basis, Lessee shall pay to Lessor the sum of the following:
- a. "Basic Rent", computed at the rate of nine cents (\$0.09) per gallon of fuel sold by Lessee at the Sussex County Airport during the prior month. Payments pursuant to this Paragraph shall be no less than Seven Hundred and Fifty Dollars (\$750.00) per month; and
 - b. "Additional Rent" - A fuel flowage fee of three cents (\$0.03) per gallon of Aviation Gasoline (AVGAS) sold at the Sussex County Airport and eight cents (\$0.08) per gallon of jet fuel sold at the Sussex County Airport; and
 - i. Lessor shall have the right to inspect and audit Lessee's records relating to fuel sales, including but not limited to daily sales reports, inventory calculations and bills of lading for bulk fuel purchases from suppliers (hereinafter referred to as "the Records") during the term of the Lease in order to verify that the fuel sales reported by Lessee to Lessor are true and correct. Lessor shall give Lessee no less than seven (7) days' written notice of Lessor's intent to inspect the Records and, within seven (7) days of the receipt of the notice, Lessee shall make the Records available for Lessor's inspection and review at Lessee's place of business.
 - c. "Office Rent" - Lessee shall pay to Lessor the sum of Four Hundred Sixty Dollars (\$460.00) per month for the first year of the Lease term.
 - i. The annual rent under this Paragraph of this Lease Agreement for each subsequent year may be adjusted to reflect any change in the cost of living. The adjustment, if any, will be calculated on the basis of the percentage increase equal to the most recent Consumer Price Index for All Items, All Urban Consumers, U.S. City Average (CPI-U Table A, unadjusted as published monthly by the United States Department of Labor, Bureau of Labor Statistics). If publication of the above index shall be discontinued, then another index generally

recognized as authoritative, shall be substituted as selected by the Lessor. The rent for each subsequent year will be adjusted by the percentage increase from the last preceding calendar year, if any, not to exceed three percent (3%) in any one Lease Year.

- ii. Within thirty (30) days after Lessor gives Lessee notice of the adjusted rent, Lessee will pay the adjusted Office Rent retroactive to the first month of the Lease Year. The adjusted Office Rent will be the monthly rent for the balance of the then current Lease Year. Lessor will give Lessee written notice indicating how the adjusted Office Rent amount was computed.
- d. Rent is payable monthly in advance on the first day of each month during the term of this Lease. Payments made after the fifteenth (15th) day of the month in which due shall be subject to a late fee of five percent (5%) of the total amount outstanding. All payments should be made to Sussex County Council, Sussex County Finance Department, P.O. Box 589, Georgetown, Delaware 19947, or such other place or places as may from time to time be designated in writing by the Lessor.

7. **Operation and Maintenance.**

- a. Lessee shall maintain in good order the hangars and buildings leased by it as described as Parcel 1, except the roof and exterior of the terminal building and of the attached hangar, maintenance and repairs of which are the sole responsibility of Lessor
- b. It shall be the sole responsibility of Lessee to operate the entirety of the Leased Premises and all improvements and facilities thereon at Lessee's sole cost and expense.
- c. Lessee shall at its sole cost and expense, maintain in a presentable condition consistent with good business practice all improvements, buildings and appurtenances thereto. Lessor shall be the sole judge of the quality of maintenance and upon written notice by Lessor to Lessee, Lessee shall be required to perform whatever maintenance Lessor deems necessary.

d. Lessee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the airport, of all trash, garbage, and other refuse caused as a result of the operation of its business. Lessee shall provide and use suitable covered receptacles for all such garbage, trash and other refuse. Piling of boxes, cartons, barrels, aircraft parts or other similar items, in an unsightly or unsafe manner, on or about the Leased Premises, shall not be permitted. Lessor is responsible for trash removal and maintenance of common areas of Parcel 2.

8. **Utilities.**

a. **Parcel 1**

- i. Lessee shall assume and pay for all costs or charges for all utility services furnished to Lessee during the term hereof, except as otherwise provided herein; provided, however, Lessee shall have the right, subject to Lessor's approval of designated specifications, to connect to storm and sanitary sewers and water and utility outlets at its own cost and expense, and Lessee shall pay for any and all service charges incurred therefor.
- ii. It is expressly understood, however, that Lessor will maintain main sewer and water lines as they now exist, and if such be on Lessee's property, it shall have the right to enter the demised premises for the purpose of inspecting and / or repair. Lessee will not place structures over sanitary sewers and water mains. It is also understood that any electrical work performed by Lessee shall conform with any authority having jurisdiction and shall meet with the requirements of the electric utility, its successors or assigns. It is further understood that any utilities may be transferred, sold, or assigned by Lessor to a public or private contractor, in which event that contractor will have the rights of Lessor with reference to the utility involved.
- iii. Lessee shall have the right and privilege of using the existing water supply. In the event Lessee determines the water supply now available is inadequate, Lessor agrees to permit Lessee to drill a new

well on the demised premises, all in accordance with State rules and regulations, and subject to the obtaining of the necessary permits for the installation of such well.

- iv. Lessor agrees that all charges for existing water and sewage facilities to Lessee shall be the same as those charged for all other tenants within the airport. Lessee covenants and agrees that in any event, in its discharge of wastewater, it will at all times agree that any such discharge will be in accordance with the strength and characteristics within the limits stated on Wastewater Quantity and Quality Criteria which is attached hereto as Exhibit "C" and made a part hereof.

b. **Parcel 2**

- i. With the exception of sewer, water, basic satellite or cable television and electricity, Lessee shall arrange and pay for all utilities furnished to Parcel 2 for the term of this lease agreement, including, but not limited to, gas, and telephone service.

9. **Improvements**

- a. Except as otherwise provided herein, all improvements located on the Leased Premises as of the date of this Agreement are owned by Lessor. Any improvements made by Lessee during the term of this Lease shall be at Lessee's sole cost and expense, including all necessary fees and permits. Construction of any and all improvements on the Leased Premises shall be subject to approval by the County Engineer and shall be in compliance with all governmental requirements. The construction and use of the Leased Premises and improvements to be constructed thereon shall at all times comply with all laws, orders, ordinances, regulations, and requirements of any governmental authority having jurisdiction.
- b. At the termination of this lease, should any existing structure have, in the opinion of Lessor, no further practical economic value, Lessor shall, at its option, be entitled to have the land demised herein returned to it clear of part of all improvements above ground level which have been constructed by Lessee, provided, however, that Lessee may have one hundred eighty (180)

days after termination in which finally to remove such improvements and provided that such an occupancy for purposes of removal shall be subject to the last rental rates due hereunder. If Lessee fails to so remove said improvements, they may thereafter be removed by Lessor at Lessee's expense. Lessor may, at its option, take title to said improvements in lieu of removal by or for Lessee.

- c. It is acknowledged and agreed that Lessee is the owner of the fuel storage tanks and piping located on Parcel 1. At the termination of this lease, the fuel storage tanks and piping located on Parcel 1 may be removed at Lessee's expense. Lessee will make best efforts to remove the tanks on a timely basis, not to exceed one hundred eighty (180) days from the termination of the lease. If the tanks and piping have not been removed after one hundred eighty (180) days from the termination of the lease, ownership of said tanks and piping will revert to Lessor.

10. **Reversion.** At the end of the initial term, and any extension thereafter, the Leased Premises together with any improvements made thereto, shall revert to the Lessor at its option, subject to Paragraph 9.

11. **Rights, Reservations, and Obligations of Lessor.**

- a. Lessor covenants and agrees that during the term of the Lease, it will operate and maintain the airport as a public airport. Thereafter, Lessor may, but shall not be obligated to, maintain the airport under the terms of this Lease.
- b. Lessor shall have the right to enter the Leased Premises for the purpose of safety inspections, to inspect any repairs performed by Tenant and to investigate suspected violations of this Agreement. Lessor will provide Lessee reasonable notice prior to entering the Leased Premises. An immediate action necessary to respond to an emergency situation is an obvious exception.
- c. Lessor shall have the right to promulgate and amend rules and regulations which govern the Sussex County Airport and the Leased Premises and Lessee shall abide by said rules and regulations.

12. **Signs.** Lessor will not suffer or permit to be maintained upon the outside or any improvements on the Leased Premises any billboards or advertising signs except that Lessee may maintain neatly painted, electric or neon sign or signs; such signs, however, as to their size, construction, location, content, color and general appearance, to be approved by Lessor.

13. **Insurance.**

a. **General Insurance Requirements.**

- i. Lessee shall furnish certificates of insurance or, at Lessor's request, certified copies of the required liability insurance policies, that are acceptable to Lessor, evidencing all policies required below at execution of this Agreement and prior to each insurance policy renewal thereafter. Such insurance shall be written with insurers authorized to do business in Delaware, with a current Best's Insurance Reports rating of "A-", "VII" or better, unless otherwise approved by Lessor. No acceptance and/or approval of any insurance by Lessor shall be construed as relieving or excusing Lessee from any liability or obligation imposed by the provisions of the Lease.
- ii. Required liability insurance policies shall be endorsed and such certificates shall provide that no cancellation, non-renewal or material reduction in coverage can take effect unless 30 days prior written notice by registered mail is furnished to Lessor. Therefore, the phrases "...endeavor to..." and "...but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.
- iii. Liability policies required herein may not be written on a "claims made" basis without the prior written approval of Lessor
- iv. If Lessee shall fail, refuse or neglect to secure and maintain any insurance required of Lessee or to furnish satisfactory evidence of insurance, Lessor shall have the right to purchase such insurance. All such payments made by Lessor shall be recoverable by Lessor from

Lessee, together with interest thereon, as additional rent promptly upon being billed therefore.

b. With respect to the operations outlined in Paragraph 3(a), Lessee shall secure and maintain, at its own expense, insurance coverage as specified below:

i. **Airport Liability Insurance** which insures against bodily injury, property damage, personal injury and advertising injury claims arising from the Lessee's occupancy of the Leased Premises or operations incidental thereto, with the following limits:

1. Airport Operations - \$1,000,000.00 combined single limit per occurrence;
2. Any aggregate limits applicable to subsection 1 of this Paragraph shall be no less than \$2,000,000.00. Such insurance shall be endorsed to name Lessor, its elected officials, employees and agents, as additional insureds.

ii. **Hangarkeepers Legal Liability Insurance** which insures against physical loss of or damage to aircraft while in the care, custody and control of Lessee including, but not limited to, the storage, servicing, fueling and repair of nonowned aircraft. The minimum limits of liability for this insurance is \$1,000,000.00 each aircraft and \$1,000,000.00 each occurrence. Any deductible amount(s) selected by Lessee shall be the sole responsibility of Lessee. Any loss of or damage to such aircraft shall be the sole responsibility of and at the sole risk of Lessee.

iii. **Workers Compensation & Employers Liability Insurance**. The workers compensation insurance must satisfy Lessee's workers compensation obligation to its employees in Delaware. Employers Liability insurance must be secured with minimum limits of \$100,000.00 for bodily injury by accident, \$100,000.00 each employee for bodily injury by disease and a \$500,000.00 policy limit for bodily injury by disease.

c. **Waiver of Subrogation**. To the fullest extent permitted by law:

- i. Lessee waives any right of recovery from Lessor for any loss of or damage to real or personal property other than aircraft maintained on the Leased Premises (including any consequential loss that may result), regardless of the cause of origin, including the negligence of Lessor. If Lessee elects to or is required to secure insurance for real and/or personal property other than aircraft maintained on the Leased Premises, to the fullest extent permitted by law, Lessee's insurer(s) shall not hold any right of subrogation against Lessor. Lessee shall advise its insurer(s) of the foregoing and such waiver shall be permitted under any insurance policies maintained by Lessee.
 - ii. Lessee waives any right of recovery from Lessor for any loss of or damage to aircraft not owned or operated by or leased to the Lessee, while in the care, custody and control of Lessee including, but not limited to, the storage, servicing, fueling and repair of such aircraft, regardless of the cause of origin, including the negligence of the Lessor.
 - iii. Lessee waives any right of recovery from Lessor for any loss of or damage to aircraft (including any consequential loss that may result) owned or operated by or leased to the Lessee, for amounts in excess of any insurance coverage or when Lessee's insurance for loss of or damage to such aircraft is uncollectible for any reason, regardless of the cause of origin, including the negligence of Lessor.
- d. Lessee agrees to require in any sub-lease agreement pertaining to the Leased Premises, that Sub-Lessee provide evidence of liability insurance which includes Lessor, its employees, agents, officials and volunteers as additional insureds. Prior to the execution of any lease or sub-lease, Lessee shall submit the lease or sub-lease including Sub-Lessee's insurance requirements to Lessor for approval or if reasonably necessary the amendment of such requirements, to ensure Lessor obtains adequate protection therefrom.

- e. **Indemnification.** To the fullest extent permitted by law, Lessee agrees to hold harmless, indemnify and defend Lessor and its appointed and elected officials, directors, officers, employees and consultants from and against any and all claims, damages, liability and defense costs resulting from or arising out of Lessee's occupancy of the Leased Premises or operations incidental thereto, unless such claims, damages, liability and defense costs results directly from the sole negligence of Lessor.

14. **Default.**

- a. **Events of Default Defined.** The following shall be "events of default" under this Lease Agreement and the terms "event of default" or "default" shall mean, whenever they are used in this Lease Agreement any one or more of the following events:
 - i. Failure by Lessee to pay the rents required to be paid at the times specified herein and continuing for a period of thirty (30) days after notice by mail is given to Lessee that the rental payment referred to in such notice has not been received;
 - ii. Failure by Lessee to observe and perform any covenant, condition or agreement of this Lease Agreement on its part to be observed or performed, other than as referred to in subsection (i) of this Paragraph, for a period of sixty (60) days after written notice, specifying such failure and requesting that it be remedied, given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if it is possible to correct such failure and corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected; or
 - iii. The dissolution or liquidation of Lessee or the filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift or bond (if legally permissible) any execution, garnishment or attachment

of such consequences as will impair its ability to carry on its operation, or the commission by Lessee of any act of bankruptcy, or adjudication of Lessee as bankrupt or assignment by Lessee for the benefit of its creditors, or the entry by Lessee into an agreement of composition with its creditors, or the approval by a Court of competent jurisdiction of a petition applicable to Lessee in any proceedings for its reorganization instituted under the provisions of the Federal Bankruptcy Statutes, as amended, or under any similar act which may hereafter be enacted. The term "dissolution or liquidation of Lessee", as used in this subsection, shall not be construed to include the cessation of the corporate existence of Lessee resulting from a merger or consolidation of Lessee into or with another corporation or of a dissolution or liquidation of Lessee following a transfer of all or substantially all its assets as an entirety; or

- iv. Failure by Lessee to abide by any laws, ordinances, orders, rules and regulations applicable to the Airport, as specified in Paragraph 17(b).
- v. Failure by Lessor to observe or perform any covenant, condition or agreement of this Lease Agreement on its part to be observed or performed, for a period of sixty (60) days after written notice, specifying such failure and requesting that it be remedied, given to Lessor by Lessee, unless Lessee shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessee will not unreasonably withhold its consent to an extension of such time if it is possible to correct such failure and corrective action is instituted by Lessor within the applicable period and diligently pursued until the default is corrected.

- b. **Remedies of Default.** Whenever any event of default referred to in subsections (i) through (v) above shall have happened and be subsisting, Lessor may take any one or more of the following remedial steps:

- i. Apply any money or property of Lessee's in Lessor's possession to discharge in whole or in part any obligation or covenant to be observed or performed by Lessee hereunder.
 - ii. Perform any obligation or covenant to be performed by Lessee hereunder and charge Lessee therefore.
 - iii. Terminate the Lease Agreement.
 - iv. Enter the Leased Premises and take possession of the same and hold Lessee liable for the rent thereafter accruing and due until such time as Lessor can obtain another suitable Lessee of the Leased Premises under the same terms hereof.
 - v. Enter the Leased Premises and without notice immediately proceed by distress and sale of the goods there found to recover all rent then due and all costs and officers' commissions, including a reasonable constable's commission, which costs and officers commissions shall become part of the claim for rent. Lessee waives any limitation as to the goods upon which, or the time within which, distress and sale, may be made, waives any necessity for identifying the goods involved, and authorizes the sale of such goods at any time without any appraisalment or condemnation thereof.
- c. No remedy herein conferred upon or reserved to Lessor or Lessee shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

15. **Subletting and Assigning.**

- a. Lessee shall not have the right to assign or transfer this Lease Agreement or sublet the Leased Premises unless the written consent of Lessor is acquired. Unless otherwise agreed, such assignment or subletting shall in no way relieve Lessee of any responsibility for the payment of rent or for the performance of any of the other covenants or conditions hereof. The prospective assignee or Sub-Lessee shall be subject to inquiries concerning the nature of business and employment goals. Such assignee or Sub-Lessee

shall in writing assume all of the obligations to be performed by Lessee hereunder. Consent of the Lessor to assign or sublet this Lease Agreement shall not be unreasonably withheld.

- b. Notwithstanding the restrictions set forth in subsection (a) above, the parties acknowledge that Lessee has previously agreed to a sublease dated December 11, 2012, for a portion of Parcel 2 with Northrop Grumman Systems Corporation ("Northrop") and that said sublease shall remain in effect unless otherwise terminated by the terms therein.

16. **Termination of Lease, Cancellation, Assignment, and Transfer.**

- a. **Termination.** This lease shall terminate at the end of the full term hereof or any extension thereof, but not to exceed nineteen (19) years from the Effective Date, and Lessee shall have no further right or interest in any of the lands or improvements hereby demised. However, at the demand of the Lessor, to be made at least one hundred and eighty (180) days prior to the termination of this lease, or any extension thereof, Lessee shall remove any or all improvements erected or constructed by Lessee on the Leased Premises. If no demand is made, all improvements revert to Lessor as aforesaid.
- b. **Final Termination.** At the termination of this lease, whether by the expiration of the said lease period or by and under the terms of this lease, Lessee shall surrender quiet and peaceful possession of the said premises unto Lessor in good order and condition, reasonable wear and tear excepted.
- c. **Business Termination.** Lessee shall have the right to terminate this lease in its entirety in the event of any zoning changes, or regulations which substantially impair its ability to do business. In the event of such termination, disposition of existing improvements shall be made as in Paragraph 16(a), above.
- d. **Cancellation.** This lease shall be subject to immediate cancellation by Lessor in the event Lessee shall:

- i. Be in arrears in the payment of the whole or any part of the amounts agreed upon hereunder for a period of thirty (30) days after the date Lessor has notified Lessee in writing of such delinquency.
- ii. File a voluntary petition in bankruptcy.
- iii. Make any general assignment for the benefit of creditors without the approval of the Lessor.
- iv. Fail to use the Leased Premises for a period in excess of thirty (30) days.
- v. Fail to replace any improvements which have been substantially destroyed in any way within six (6) months from the date of such destruction.
- vi. Be in default in the performance of any of the material covenants and conditions required herein to be kept and performed by Lessee, and such default continues for a period of sixty (60) days after receipt of written notice from Lessor of said default. Those uses required under Paragraph 3, are hereby determined to be material conditions required herein

In any of the above events, Lessor may take immediate possession of the Leased Premises and remove Lessee's effects, forcibly, if necessary, without being deemed guilty of trespassing. Upon said entry, this lease shall terminate. Any rental due hereunder shall be payable to said date of termination and thereafter in the amount of any loss. Failure of Lessor to declare this lease terminated upon the default of Lessee for any of the reasons set out shall not operate to bar or destroy the right of Lessor to cancel this lease by reason of any subsequent violation of the terms of this lease.

17. **Regulatory Compliance.**

- a. Lessee shall promptly comply with all laws, ordinances, rules, regulations, requirements and directives of the Federal, State and County Government and Public Authorities and of all their departments, bureaus and subdivisions, applicable to and affecting the said premises, their use and occupancy, for the correction, prevention and abatement of nuisances, violations or other

grievances in, upon or connected with the said premises, during the term hereof; and shall promptly comply will all orders, regulations and directives of the State Fire Marshal or similar authority and of any insurance companies which have issued or are about to issue policies of insurance covering the said premises and its contents, for the prevention of fire or other casualty, damage or injury, at Lessee's own cost and expense.

b. Lessee shall observe and obey all existing or any future rules and regulations promulgated by the Lessor, Federal Aviation Administration, or state or federal agencies, or as otherwise authorized by law for the care, operation, maintenance and safety of the airport.

18. **Severability**. If any provisions of this Lease Agreement shall be held invalid or unenforceable by any Court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.
19. **Fair and Nondiscriminatory Services**. Lessee in the conduct of any aeronautical activity for furnishing services to the public at the Airport, shall furnish services on a fair, equal and not unjustly discriminatory basis to all users, and shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
20. **Arbitration**. In any event and notwithstanding any provisions made in this lease, the parties hereto will submit to arbitration any question or dispute, except non-payment of rentals and fees, arising between said parties as to the interpretation of any term, condition or covenant herein contained or with respect to any matter of compliance or noncompliance with the terms hereof. Lessor and Lessee shall each select one arbiter and the two so chosen shall then select a competent and disinterested person to serve as third arbiter. The arbiters together shall then consider the question(s) or the dispute(s) submitted to them in writing by the parties hereto, and the decision in writing of any two shall determine the particular question or dispute under consideration. The parties hereto shall bear

equally the expense of said arbitration. On any arbitration proceeding, the laws of the State of Delaware shall control.

21. **Right of Flight.** Lessor reserves the right of flight for the passage of aircraft above the surface of the Leased Premises, together with the right to cause in such airspace such noise as may be inherent to the operation of aircraft now known or hereafter used; and Lessor reserves the right of using said airspace for landing at, taking off from or operating aircraft on said airport.
22. **Attorney's Fees and Interest.** In any successful action brought by Lessor for the enforcement of the obligations of Lessee, Lessor shall be entitled to recover interest on any amounts owing at an annual interest rate of six percent (6%) and reasonable attorney's fees. In any successful action brought by Lessee for the enforcement of the obligations of the Lessor, Lessee shall be entitled to recover interest on any amounts owing at an annual rate of six percent (6%) and reasonable attorney fees.
23. **Taxes and Fees.** Lessee agrees to pay any taxes or assessments which may be lawfully levied against Lessee's occupancy or use of the Leased Premises or any improvements placed thereon as a result of Lessee's occupancy.
24. **Right to Contest.** Lessee shall have the right in good faith to contest by legal proceedings or otherwise the assessment upon the Leased Premises by any governmental authority levying or attempting to levy taxes thereon. Lessor shall cooperate with Lessee, but at no expense to Lessor, in any such protest as Lessee shall make. In the event Lessee shall determine to contest such taxes, Lessee shall, within the time herein set forth for the payment of such taxes, post with the proper governmental authorities such sum of money or take such other action satisfactory to Lessor, as will protect the property from nonpayment during such contest. Further, Lessee shall obtain the participation of Lessor in any tax appeal, if required.
25. **Environmental.** Aviation fuels and lubricating oils shall be stored and dispensed by Lessee in a safe manner in accordance with such ordinances, rules and regulations as now may hereafter have application. And further, Lessee, for itself, its successors or assigns, does release, quit and forever discharge Lessor,

for itself, its successors and assigns, and shall hold harmless and defend Lessor, for itself, its successors or assigns, of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses, compensation and all consequential damages on account of or in any way growing out of any and all known and unknown personal injuries, death, property damages, which may result by design or by neglect from Lessee's dispensing of fuels on the Airport property.

26. **Non-Exclusive Rights.** Lessee shall have the right and privilege of engaging in and conducting a business on the premises of the airport under the terms and conditions as set forth, provided, however, that this agreement shall not be construed in any manner to grant Lessee or those claiming under it the exclusive right to the use of the premises and facilities of the airport other than those premises leased exclusively to Lessee.
27. **Non-Exclusive Use.** Lessee shall be granted the exclusive use of the Leased Premises described in Paragraph 1, except that the use of said premises shall be subject to the terms and conditions of this lease and shall not be in conflict with the laws of the United States of America or of the laws of the State of Delaware. Lessor has the exclusive control and responsibility of the runways, taxiways and roadways presently existing, but Lessee shall have the right in common with all others to use aforesaid runways, taxiways and roadways, Lessor acknowledging its sole and exclusive obligation to clear and maintain aforesaid runways, taxiways and roadways. Lessee further agrees that this lease is subordinate to all existing or any future grant agreements executed between Lessor and the United States of America or the State of Delaware.
28. **Paragraph Headings.** The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this lease.
29. **Successors and Assigns.** All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of successors, sub-tenants and assigns of the respective parties hereto, or in the event that Lessor transfers control or ownership of any utility to a private or public company that

company shall have the same rights as Lessor respecting the repair, replacement or maintenance of the particular utility.

30. **Notices**. Notices to Lessor provided for herein shall be sufficient if sent by certified mail with postage prepaid, addressed to: County Administrator, Sussex County Administrative Building, P.O. Box 589, Georgetown, Delaware 19947; and notice to Lessee, if sent by certified mail, postage prepaid, addressed to: Georgetown Air Services, 21553 Rudder Lane, Georgetown, Delaware 19947.
31. **Cancellation of Prior Leases, Agreements, Etc.** This document comprises the entire agreement between the parties hereto relative to the subject matter hereof and no earlier payments, leases or other understanding entered into by either party or its predecessors or assignors in connection therewith, shall be of any force or effect.
32. **Non-Discrimination**. In connection with the carrying out of this lease, Lessee shall not discriminate against any employee because of race, creed, color, sex or national origin. Lessee shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The applicable provisions of Executive Order 11246, as amended by Executive Order 11375, relating to Equal Employment Opportunity by this reference are incorporated herein and made a part hereof. Wherever the word "contractor" appears in said Executive Order, as amended, it shall mean Lessee.
33. **Amendment of Lease**. This lease may only be amended, modified or extended by prior written agreement of the parties hereto.
34. **Participation in Lease Agreement**. Lessee shall not pay, or agree to pay, to the Lessor, or any of the Councilmen comprising the same, or any other employee of Sussex County, any contribution, donation or consideration of any kind that may arise as a share or part of this lease.

35. **Statutory Lien.** Lessor hereby claims any and all statutory or other liens which it may have upon the equipment, furniture, fixtures, and personal property of any Lessee or Sub-Tenant placed upon the improvements, and Lessee agrees that the Lessor has such a lien to the extent provided by statute or otherwise. Lessor agrees to subordinate its lien right to the lien of any mortgage, deed of trust, or security instrument given by Lessee for the construction of the improvements and purchase of the equipment, fixtures and personal property placed upon the property. Lessee shall furnish Lessor copies of all such security instruments.
36. **Right of Entry.** Lessor shall be permitted to enter and view the Leased Premises of Lessee at any and all times for the purpose of inspecting and completing any obligation as provided herein with respect to said premises, and doing any and all things with reference thereto which Lessor is obligated to do or which may be deemed necessary or desirable for the proper conduct and operation of the airport.
37. **Lessor Not Liable for Debts, Acts or Omissions of Lessee.** Lessee shall not be the agent or partner of Lessor and Lessee shall have no authority to make any contract or do any act so as to bind Lessor or as to render Lessor or the Leased Premises liable therefore. Lessee will save Lessor and the Leased Premises harmless from any penalty, damages, neglect, or negligence of Lessee, property damage, illegal act or otherwise. Any improvements by Lessee on said Leased Premises shall be constructed at the sole expense of Lessee, and Lessor and its appointed and elected officials, employees, agents, and volunteers shall not be liable in any way for any amount of money arising out of said construction. Before starting construction, Lessee shall have recorded on the public records of Sussex County, Delaware, such legal notice as may be necessary wherein the public is advised that Lessor and its appointed and elected officials, employees, agents, and volunteers are not in any way liable for any claims or obligations for labor and materials on said job, and that the laborers, material men and subcontractors shall look solely to Lessee for payment and shall not be entitled to place a lien against said demised property. If any mechanic's or materialmen's lien is filed or any claim made on account of

labor or other material furnished, alleged to have been furnished or to be furnished to Lessee at the Leased Premises or against Lessor as the owner thereof, Lessee shall within ninety (90) days after written notice from Lessor thereof, either pay or bond the same or procure the discharge thereof in such manner as may be provided by law. Lessee will indemnify Lessor and its appointed and elected officials, employees, agents, and volunteers for its costs, legal fees and expenses in defending any action, suit or proceedings which may be brought thereon or for the enforcement of such lien, or liens and Lessee shall pay any damages and any judgment entered thereon and save harmless and indemnify Lessor and its appointed and elected officials, employees, agents, and volunteers from any claims of damages resulting there from. Failure to do so shall entitle Lessor to resort to remedies as are provided herein in the case of any default of this Lease Agreement, in addition to such as are permitted by law.

38. **Indemnification**. To the extent permitted by law, Lessee shall indemnify, defend and hold the County and its appointed and elected officials, employees, agents, and volunteers harmless from any and all claims arising from Lessee's use of the Leased Premises or from the conduct of its business or from any activity, work or things which may be permitted or suffered by Lessee in or about the Leased Premises, and shall further indemnify, defend and hold County and its appointed and elected officials, employees, agents, and volunteers harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the provisions of this Lease Agreement or arising from any negligence of Lessee or any of its agents, contractors, employees or invitees and from any and all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Lessee hereby assumes all risk of damage to property or injury to persons in or about the Leased Premises from any cause, and Lessee hereby waives all claims in respect thereof against County and its appointed and elected officials, employees, agents, and volunteers, to the extent permitted by law. Lessee hereby agrees that, except as permitted by law, the County and its appointed and elected officials, employees, agents, and

volunteers shall not be liable for injury to Lessee's business or any loss of income therefrom or for damage to the equipment, wares, merchandise, or other property of Lessee, Lessee's employees, invitees, customers, or any other person in or about the Leased Premises; nor shall the County and its appointed and elected officials, employees, agents, and volunteers be liable for injury to the person of Lessee, Lessee's employees, agents or contractors and invitees, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water, rain or other elements, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliance, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the Leased Premises.

39. All covenants, conditions and provisions of this agreement are presently considered by the parties to this agreement to be in compliance with local, state and federal regulations, laws, and procedures, concerning airports and aviation in general. If any provision of this agreement is determined to be in conflict with any such regulations of laws, the offending provision shall be considered deleted from this agreement, but such deletion shall in no way affect any other covenant, condition or provision herein contained so long as such deletion does not materially prejudice Lessor or Lessee in their respective rights and obligations contained in the valid covenants, conditions or provisions of this agreement.
40. **Counterparts**. This Lease may be executed in one or more counterparts each of which shall be deemed an original and all of which, taken together, shall constitute one (1) instrument.

(REST OF PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, this ____ day of _____, A.D. 2014

Attest:

LESSOR: SUSSEX COUNTY COUNCIL

Name: _____
Title: Clerk of County Council

(SEAL)
Name: _____
Title: _____

APPROVED AS TO FORM:

J. Everett Moore, Jr., County Attorney

Witness:

LESSEE: GEORGETOWN AIR SERVICES, LLC

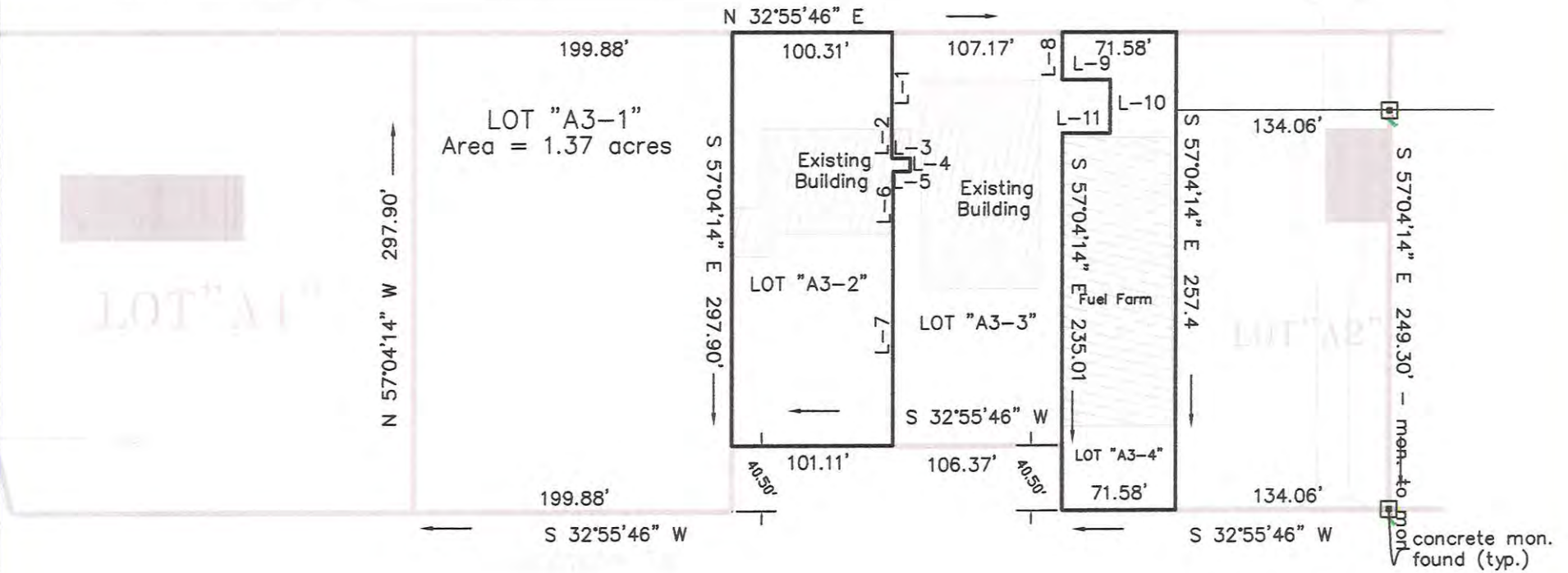
Name: _____

(SEAL)
Name: _____
Title: _____

EXHIBIT A



BEARINGS REFER TO "AIRPORT LEASED
LOTS" SITE PLAN PROVIDED BY SUSSEX COUNTY



LINE	BEARING	DISTANCE
L-1	S 57°04'14" E	59.89'
L-2	S 57°10'38" E	18.43'
L-3	N 32°37'59" E	11.57'
L-4	S 57°22'01" E	8.30'
L-5	S 32°49'22" W	10.70'
L-6	S 56°51'08" E	38.70'
L-7	S 57°04'14" E	172.62'
L-8	S 57°04'14" E	29.56'
L-9	N 32°55'46" E	30.00'
L-10	S 57°04'14" E	33.33'
L-11	S 32°55'46" W	30.00'

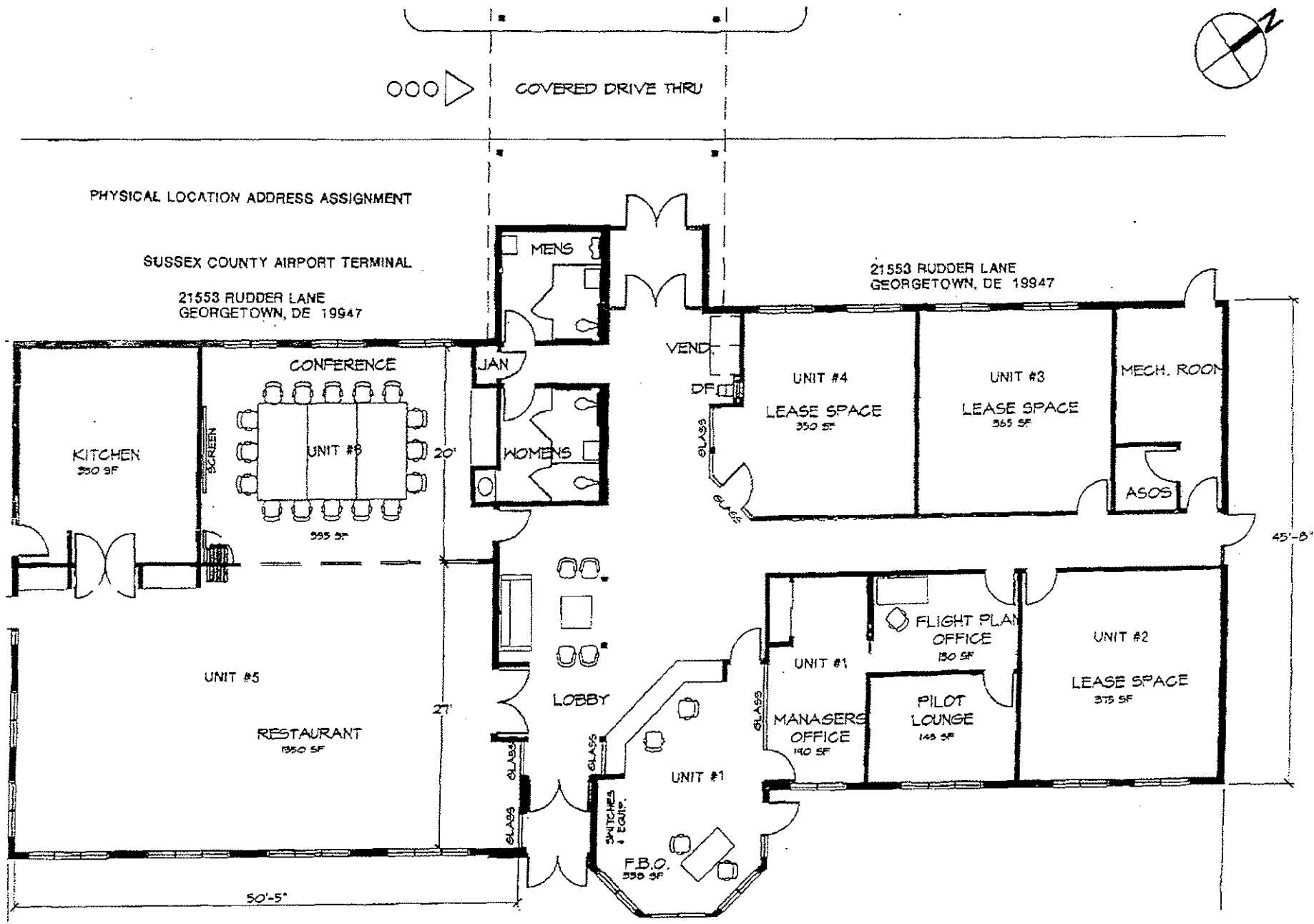
Lot A3-2 Area =
26,055.25 s.f.

Lot A3-4 Area =
20,322.99 s.f.

Lots A3-2 and A3-4	
SUSSEX COUNTY AIRPORT Georgetown, DE	
Sussex County Engineering Department	EXHIBIT A
DRAWN BY: jh	SCALE: nts
CHECKED BY: jh	DATE: December 2007

EXHIBIT B

EXHIBIT B





NORTH COASTAL PLANNING AREA

SUSSEX COUNTY, DELAWARE

CONTRACT AMENDMENT NO. 1

This contract amendment, **Contract Amendment No. 1** dated **April 23, 2014** amends our original contract dated January 14, 2014 between Sussex County, a political subdivision of the State of Delaware, as First Party, hereinafter referred to as the COUNTY and Whitman, Requardt and Associates, LLP, a State of Maryland Limited Liability Partnership, as the Second Party, hereinafter referred to as the CONSULTANT, whose address is 801 South Caroline Street, Baltimore, Maryland 21231. By execution of this amendment, the following sections are hereby changed in the existing engineering services agreement dated January 14, 2014:

ARTICLE FOUR

FEE STRUCTURE

4.4.7 In accordance with the method of fee determination described in Articles 4.3.1, 4.3.2, 4.3.3, and 4.3.4 of this Agreement, the total compensation and reimbursement obligated and to be paid the CONSULTANT by the COUNTY for the CONSULTANT's Scope of Services for Inland Bays Phase 2B Construction Administration and Inspection shall not exceed **Two Hundred and Seventy Eight Thousand, Two Hundred and Eighteen (\$278,218.00)**. In the event of any discrepancy or inconsistency between the amounts set forth in this Article 4.4.7 and any appendices, exhibits, attachments or other sections of this Agreement, the amounts set forth in this Article 4.4.7 shall govern.

Attachment "A"

Consultant's Scope of Services, **Inland Bays Phase 2B Construction Administration and Inspection**, with Man-hour spreadsheets.

IN WITNESS WHEREOF, the parties hereunto have caused this Amendment No. 1 to this Agreement to be executed on the day and year first written hereof by their duly authorized officers.

SEAL

FOR THE COUNTY:
SUSSEX COUNTY

President, Sussex County Council

APPROVED AS TO FORM:

Date

Assistant Sussex County Attorney

ATTEST:

Clerk of the Sussex County Council

FOR THE CONSULTANT:

WHITMAN, REQUARDT and ASSOCIATES, LLP

Dennis J. Hasson, P.E., Partner

WITNESS:

ATTACHMENT A**SCOPE OF SERVICES****INLAND BAYS REGIONAL WASTEWATER FACILITY PHASE 2B EXPANSION****CONSTRUCTION ADMINISTRATION****AND****RESIDENT PROJECT REPRESENTATION**

This attachment outlines the required Scope of Services for the Inland Bays Regional Wastewater Facility Phase 2B Expansion: Construction Administration and Project Inspection. This work effort will generally include services during the Construction and Post-Construction Phases of the Project for Contract Administration, Submittal Reviews, Observation of the Work, and Resident Project Representation on an as needed basis. The Derivation of Man-hours and Estimated Fee for these tasks are provided in the summary spreadsheets included with this document. This proposal assumes the contract will be administered and inspected over the project's 365 day project duration from May 2014 through April 2015, with one additional month allowed for close-out.

PART A - CONSTRUCTION ADMINISTRATION

1. **General Construction Administration.** WR&A will consult with Sussex County and act as the County's representative during the duration of the construction project. This effort involves the day to day coordination of in-house and field personnel during the construction phase.
2. **Preconstruction and Monthly Progress Meetings.** WR&A will prepare meeting agendas, conduct monthly progress meetings and issue meeting minutes. It is assumed that there will be one pre-construction meeting and twelve (12 progress meetings at 1 per month) for the contracts duration, including closeout. These meetings will be run by our Construction Administrator. Attendance by the design engineer is assumed to occur at the pre-construction meeting and 2 progress meetings.
3. **Construction Schedule Review.** WR&A will review the Contractor's preliminary Construction Schedule and Schedule of Values and issue written review comments to the Contractor.
4. **Specialized Site Visits by Specialized Inspectors.** During the construction phase, WR&A will make visits to the site by specialized inspectors (process, mechanical, electrical, etc.) to be coordinated with the Resident Project Representative. These periodic visits will be to assist site personnel with resolution of contractual issues, discrepancies, coordination items, witness equipment startup and testing, and/or to review general progress of the work. Such visits and observations by WR&A are not intended to be exhaustive or to extend to every aspect of the Work in Progress, but rather are to be limited to spot-checking, selective sampling, and

similar methods of general observation of the Work. Based on information obtained during such visits and such observations, WR&A will determine in general if Contractor's Work is proceeding in accordance with the Contract Documents, and WR&A shall keep the County informed of the progress of the Work.

5. ***Requests for Information (Clarifications).*** When requested by Sussex County, respond to Requests for Information (RFIs) relating to the contract documents. This proposal assumes a total of ten (10) RFIs total will be required.
6. ***Electrical and Controls Coordination*** This involves additional coordination with the RPR, County personnel, general contractor, and electrical and control subcontractors to assist in the coordination of the electrical, instrumentation, and controls portion of the work.
7. ***Change Orders and Work Change Directives.*** Upon the request of Sussex County, WR&A will review Contractor change order requests. WR&A will document its findings to Sussex County regarding the applicability of the claim, the proposed method of resolution of addressing the issue, and the proposed cost. It is assumed that no more than five (5) change order requests in total (including the final balancing change order) will be submitted by the Contractor.
8. ***Shop Drawings and Samples.*** WR&A will review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other data which the Contractor is required to submit for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incidental thereto.
9. ***Applications for Payment.*** Based on WR&A's observations and on a review of the Contractor's Monthly Applications for Payment and accompanying supporting documentation, determine the amounts that WR&A recommends the Contractor be paid by Sussex County. Such observations and review, mean that, to the best of WR&A's knowledge, information and belief, the Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents, subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled insofar as it is WR&A's responsibility to observe the Contractor's Work. In the case of unit price work, WR&A's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
10. ***Operation and Maintenance Manuals.*** This involves reviewing Contractor submitted draft and final O&M manuals for required equipment, and issuing written review comments to the Contractor.
11. ***Contractor's Completion Documents.*** At the completion of the Construction Phase, WR&A will transfer all recorded changes from the Contractor's Record Drawings and produce a set

of reproducible record drawings in an AutoCAD Version 2005 format and provide two hard copies of all record drawings.

12. *Substantial Completion and Final Notice of Acceptability of the Work.* At the request of the County, WR&A will assist the County in conducting a walk through inspection to determine if the Work is Substantially Complete and to assist with the development of a punchlist for work items. WR&A will also assist the County in conducting a final inspection to determine if the completed Work of the Contractor is acceptable for release of final payment to the Contractor including preparation and documentation.

13. *Post-Construction Phase.* Provide warranty period engineering services to the County to assist with resolution of issues at the plant during the 1-yr warranty period following Substantial Completion. These services will be performed when requested by the County and may include assistance with resolving contractor and equipment warranty issues, providing operations assistance and training, providing plant data review and analysis, and making additional site visits. Within one month before the end of the Warranty Period, assist the County in conducting a final walk-through inspection to ascertain whether any portion of the Work is subject to correction. WR&A will document this work in a letter to the County and Contractor.

PART B - RESIDENT PROJECT REPRESENTATION

WR&A shall furnish one Resident Project Representative (RPR) for the projects duration. The RPR will observe the work done by the Contractor and promptly inform the County of deviations from the Contract Documents. The RPR will serve as the County's representative in the field, providing information on the daily progress of the job to technical personnel. It is assumed that the RPR will be assigned on an as-needed basis and will work an average of 20 hours per week for the approximate 365 consecutive calendar day (260 working day) duration, with one additional month for project closeout.

PROJECT NAME: Inland Bays Phase 2B Construction Administration and Inspection														REVISION 1															
MANHOUR ESTIMATE AND PROPOSAL														DATE 3/10/2014															
CLIENT: Sussex County Engineering Department														BY DJH/WFH															
TASK	PROJECT DESCRIPTION: Construction Administration	Principal	Project Manager	Civil Associate / Project Engineer	Civil Engineer	Civil Designer / CADD	Geotech Engineer	Mech. Assoc. / Proj. Engr.	Mech. Engineer	Mech. Designer / CADD	Construction Administrator	Construction Inspector	WR&A TOTALS	WR&A EXPENSES	Subcontractor hours	Subcontractor Payoff	Subcontractor Expenses												
Part A - Construction Administration														T, R, E (See Legend) S, or L		T, R, E (See Legend) S, or L													
Use Labor Cost Rates for year: 2014														\$0	\$67	\$55	\$36	\$33	\$42	\$71	\$46	\$37	\$57	\$26					
A1	General construction administration	8	40								100		148	T			T												
A2	Pre-construction and Monthly progress meetings	18	18							64			100	T \$393	18	\$1,616	T,E \$290												
A3	Construction Schedule Review	2								16			18	R	12	\$1,467	S												
A4	Specialized site visits by specialized inspectors						16		16				32	R \$	24	\$2,753	T,E \$194												
A5	Request for information (clarifications)	8	20										28	- \$	99	\$10,918	S \$343												
A6	Electrical and Controls Coordination												0	- \$	112	\$13,344	T \$101												
A7	Change orders and work change directives	8	16	8					8				40	- \$	36	\$4,892	-												
A8	Shop drawings and samples		16	32				10	60				118	- \$	353	\$42,052	E \$62												
A9	Application for Payment										48		48	T			-												
A10	Operations and Maintenance Manuals								8				8	- \$			-												
A11	Contractors Completion Documents		8	8	30					16			62	- \$	61	\$5,879	E \$619												
A12	Substantial Completion and Final Notice of Acceptability of Work		8					2	8		16		34	R	40	\$5,146	T,E \$194												
A13	Post-construction phase	4									16		20	T	44	\$5,804	E \$193												
PHASE A SUBTOTALS =		48	126	48	30	0	16	12	100	16	260	0	656	\$393	Subcontractor Total \$95,667														
PHASE A SUB-TOTAL DOLLARS =		\$0	\$18,150	\$5,986	\$2,407	\$0	\$1,519	\$1,912	\$10,396	\$1,323	\$33,199	\$0	\$75,873		Profit on Sub 0.0%														
			204	Civil	\$27,523	16	Geotech	126	Mech.	\$13,631	260				WR&A Total \$76,266														
															PHASE A TOTAL \$171,933														

Part B - Construction Inspection														T, R, E (See Legend) S, or L		T, R, E (See Legend) S, or L													
Use Labor Cost Rates for year: 2014														\$0	\$67	\$55	\$36	\$33	\$42	\$71	\$46	\$37	\$57	\$26					
B1	Construction Administration and Inspection										560	560	1120	T,E \$2,000			-												
PHASE B SUBTOTALS =		0	0	0	0	0	0	0	0	0	560	560	1120	\$2,000	Subcontractor Total \$0														
PHASE B SUB-TOTAL DOLLARS =		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$71,506	\$32,779	\$104,285		Profit on Sub 0.0%														
			0	Civil	\$0	0	Geotech	0	Mech.	\$0	1120				WR&A Total \$106,285														
															PHASE B TOTAL \$106,285														

Bare Labor Cost rates for year	2014	\$0.00	\$67.25	\$55.00	\$35.50	\$33.00	\$42.00	\$70.50	\$46.00	\$36.60	\$56.50	\$25.90
Contract Rates - LOADED LABOR AT A FACTOR OF:	2.26	\$0.00	\$151.99	\$124.30	\$80.23	\$74.58	\$94.92	\$159.33	\$103.96	\$82.72	\$127.69	\$58.53

WR&A EXPENSES

T = Travel @ .48 mile
R = Reproduction
E = Equipment Rental



Whitman, Requardt and Associates, LLP

		PROJECT NAME:	Inland Bays Phase 2B Construction Administration and Inspection
TASK	Project Budget Input Form		
	SUMMARY		Total
			Dollars
Part A - Construction Administration			\$171,933
Part B - Construction Inspection			\$106,285
TOTAL			\$278,218

April 3, 2014

The Honorable Joan R. Deaver
Member, Sussex County Council
2 The Circle, P. O. Box 589
Georgetown, DE 19947

Dear Ms. Deaver:

We are Girl Scout Troop 1482, based in Lewes. Three years ago we formed an Odyssey of the Mind (OM) team. We are the first Girl Scout OM team in the State of Delaware and one of the few in the nation. Last year we were the first Girl Scout OM team in Delaware history to earn the right to go to the World Finals. We also were the only Girl Scout team represented there out of the over 800 teams world-wide. Last year our team competed against 53 other teams in our division and tied for ninth place.

On March 22, 2014 our team placed first in the Delaware State Tournament and once again will represent Delaware at the OM World Finals in May 2014 in Iowa. All of this is quite an accomplishment us! We are freshman who attend the following schools: Cape Henlopen High School, Sussex Technical High School, and Sussex Academy.

Odyssey of the Mind is an international educational program for students from kindergarten through college that reinforces STEM (Science, Technology, Engineering and Math) learning through creative problem-solving, teamwork, healthy competition, and, most importantly, fun. Team members apply their creativity and intelligence to solve problems ranging from building mechanical devices to presenting their own interpretation of literary classics. They then bring their solutions to competition on the local, state, and World level.

At the Delaware State Tournament we competed in Problem 3 against seven other high school teams in our division. We placed first, missing a perfect score by just four points! We now are among the 34 teams from Delaware going to the OM World Finals in Iowa in May 2014.

The total cost to send six team members, one coach, and one adult chaperone to Iowa is \$8,000 which includes travel, lodging, and food. To date we have raised just over \$3000. We are seeking funding from a variety of sources to cover the remaining amount and would appreciate any assistance you could provide. Donations should be made out to Girl Scout Troop 1482 and sent to 7 Drake Knoll, Lewes, DE 19958.


By supporting this project, you help promote the mission of Girl Scouts - building girls of courage, confidence, and character, who make the world a better place. You also will help foster creativity, team work, and problem solving. We hope our success in OM will encourage other girls and Girl Scouts, in particular, to try Odyssey of the Mind.

If you have any questions please feel free to contact Mrs. Lowe at (302) 381-1124. Thank you in advance for your consideration and your willingness to assistance us.

Yours in Scouting,
Senior Girl Scout Troop 1482/Odyssey of the Mind Team #40211
also known as Team Loophole
Erin Gallagher, CHHS
Mia Moshier, Sussex Academy

Phoebe Callard, CHHS
Athena Malecdan, CHHS

Hannah Lowe, CHHS
Lauren Thornberg, Sussex Tech


Rebecca Lowe, Leader/Coach

cc: Gina A. Jennings
Sussex County Finance Director





Seaford Historical Society, Inc.

Website: www.seafordhistoricalsociety.com
SHS Office located in Museum

Email: seafordsociety@verizon.net
203 High Street 302-628-9828

SEAFORD MUSEUM

203 High Street
Seaford, DE 19973
Phone: 302-628-9828
Fax: 302-628-2984

ROSS MANSION & PLANTATION

(Formerly: 1101 N. Pine Street Ext.)
23669 Ross Station Road
Seaford, DE 19973
Phone: 302-628-9500

April 8, 2014

President

James Larson

Vice President

Secretary

Treasurer (Interim)

Scott Davidson

Ross Plantation Manager

Margaret Alexander

Museum Manager

Janet L. Jones

Past President

Scott Davidson

Office Manager

Marie Ricewick

Grants Administrator

Jim Blackwell

Honorary Trustees

Anne Nesbitt
Earl Tull

Trustees

Liz Chambers
Sharlana Edgell
Rob Hutton
Rick Marvel
Mary Noel
Clark White
Teresa Wilson

The Honorable Michael Vincent
Sussex County Council
Administrative Office Building
2 The Circle, P.O. Box 589
Georgetown, DE 19947

Dear Mike:

The Seaford Historical Society is excited to partner again with the Greater Seaford of Commerce this year to bring the Town & Country Fair back to Seaford at the historic Governor Ross Plantation. Visitors will enjoy the day-long entertainment, the 32nd Annual First State Meet sponsored by the Historical Vintage Car Club of Delaware, craft and food vendors, demonstrators, mansion tours, activities for the kids, and much more. As always admission to this event will be free and we hope it will be a memorable kick-off to spring for southwestern Sussex co. and Seaford.

We hope you can see your way clear to help the Towne & Country Fair be a success with a financial contribution. If you have any questions, please contact our event Coordinator, Linda Allen (302-629-5659) or seafordhistory@outlook.com.

Thank you once again for your continued support of events and activities in our community

Sincerely,

James Larson, President

(302) 629-6644
(302) 629-9341 ADMINISTRATION
EMERGENCY 911
FAX (302) 629-0672



300 VIRGINIA AVENUE
SEAFORD, DELAWARE 19973

POLICE DEPARTMENT

April 2, 2014

Sussex County Council
Councilman Michael Vincent
P.O.Box 589
Georgetown, De 19947

Dear Councilman Vincent:

I would like to take this opportunity to request monetary support from the Sussex County Council, for Seaford's Annual Community Night Out Against Crime and Drugs. As you maybe aware, this is a community event, sponsored by the Seaford Police Department and the Delaware State Police and will be held on September 25th at 5:00 PM. The purpose of the event is to bring police and citizens together to show their support against crime and drugs in the community. Several public safety organizations set up booths to provide information regarding their services. Food and beverages are also available, as well as games for the children.

Any consideration that you could provide towards assisting us with this event would be greatly appreciated. My deepest gratitude to you and your agency for the support you have shown in the past.

Sincerely,

A handwritten signature in black ink, appearing to read "Lt. Richard Jamison".

Lt. Richard Jamison
Seaford Police Department

RJ/km



Laurel Independence Day Committee

Sponsored by The Town of Laurel
201 Mechanic Street, Laurel, De 19956
302-875-2277 - laurelop@comcast.net

Mike Vincent, Sussex County Council
P. O. Box 589
Georgetown, Delaware 19947

Dear Friend:

I am writing you today to ask your support for the "Laurel Fireworks Celebration" taking place on Friday, July 4, 2014 (rain date Saturday, July 5, 2015). For fifteen years now Laurel is Delmarva's down home place for Independence Day Fireworks.

Again this year, our town will exhibit the finest fireworks show on Delmarva. That's right; our display will again surpass the fireworks in Dover and the beaches.

Laurel is one of the only a few towns that cherishes its heritage by having this Independence Day Celebration.

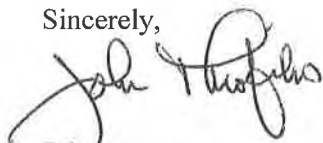
Please help us by supporting this event again this year. Our costs are reduced by early payment, so please give this your immediate consideration, I have outlined a support structure below, but ANYTHING YOU CAN DO WILL BE GREATLY APPRECIATED!

SPONSORSHIP SUGGESTIONS

PLATINUM SPONSOR	\$3,000.00
MAJOR SPONSOR	\$2,000.00
GOLD SPONSOR	\$1,500.00
SILVER SPONSOR	\$1,000.00
BRONZE SPONSOR	\$ 500.00
BUSINESS SPONSOR	\$ 400.00
PATRON SPONSOR	\$ 200.00

Please let me thank you in advance for "The Laurel Independence Day Committee" and "The Town of Laurel" for your support.

Sincerely,



John Theofiles
Fireworks Coordinator



Jamie Smith
Fireworks Co-Coordinator

Please Remit Contributions To:
Laurel Independence Day Committee
201 Mechanic Street
Laurel, Delaware 19956



**Coverdale Crossroads
Community Council, Inc.**

03/27/2014

Sussex County Council
Samuel Wilson
P O Box 589
Georgetown, DE 19947

COVERDALE CROSSROADS

P O Box 646
11575 Fisher Circle
Bridgeville, DE 19933

Phone: 302-337-7179

President: Evelyn Wilson

Vice President/Treasurer:
Woodrow Evans

Secretary: Mary Lingard

Chaplain/Sergeant at Arms:
James Wilson

Dear Councilman Wilson:

The Coverdale Crossroads Community Council (EIN # 51-0245091) operates a community-based Afterschool/Mentoring Program and a Summer Enrichment/Cultural Program. There are 18 youth enrolled in our program; ages range from 6-16. The Coverdale Crossroads' youth programs are offered year round.

Project Description: Coverdale Crossroads Community Council, Inc. is writing this request for your financial assistance so that our organization can continue to provide TV/Cable and trash service for our Summer Enrichment/Cultural Program and Afterschool Programs. The Coverdale Crossroads Community Council, Inc is hosting their tenth year Summer Enrichment/Cultural and Afterschool Programs. Matter of fact, the cable service is used by the community residents for job search, research, and resume writing, etc. As a result, we need your support to pay for Cable/TV and waste services at the Coverdale Crossroads Community Center. Without the waste removal, we will not be able to receive services from the Milford Food, such as, meals for our youth and food for our seniors. Waste removal is a necessity in order to receive services from Food Bank of Delaware.

However, our community organization's goal is to improve the conditions in which low-income people live. But at the present, because we are a low-income community, it has become particularly hard for our community to pay for these services. Providing youth programs and adult programs in our community will help the youth to keep their focus on their academics for the upcoming school year; also, the program will serve as a catalyst to create productive citizens which will improve lives and the condition of the community in the future. Plus, the adults will have the means to seek employment.

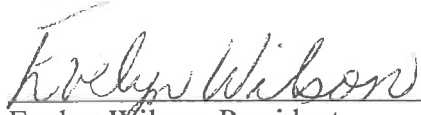
The Comcast Cable/TV service is \$ 72.00 monthly x 10= \$720.00 and the Allied Waste service-/4yd. \$76.70 monthly x 10 months= \$ \$767.00. The total is \$ 1,487.00.

So, we are requesting \$ 1,487.00 from Sussex County Council to alleviate the burden for the Coverdale Crossroads community.

So, we want to thank you in advance for your support in our efforts in improving the lives of others.

Most of all we thank you in advance for considering our request.

Appreciatively yours,



Evelyn Wilson, President

Attach: 1 copy of proof of Allied Waste service; 1 copy of proof of Comcast cable/TV

911 Address: 14614 Coastal Highway, Milton, DE 19968

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A MEDICAL OFFICE CENTER TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BROADKILL HUNDRED, SUSSEX COUNTY, CONTAINING 2.3522 ACRES, MORE OR LESS (Tax Map I.D. 235-16.00-64.00)

WHEREAS, on the 2nd day of April 2014, a conditional use application, denominated Conditional Use No. 1988 was filed on behalf of Zhenguo Zhang; and

WHEREAS, on the ____ day of _____ 2014, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and said Planning and Zoning Commission recommended that Conditional Use No. 1988 be _____; and

WHEREAS, on the ____ day of _____ 2014, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County determined, based on the findings of facts, that said conditional use is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County, and that the conditional use is for the general convenience and welfare of the inhabitants of Sussex County.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article IV, Subsection 115-22, Code of Sussex County, be amended by adding the designation of Conditional Use No. 1988 as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece or parcel of land, lying and being situate in Broadkill Hundred, Sussex County, Delaware, and lying southwest of Route One (Coastal Highway) 1,000 feet northwest of Road 258 (Hudson Road) and being more particularly described in Deed Book 4164, Page 308, in the Office of the Recorder of Deeds in and for Sussex County, said parcel containing 2.3522 acres, more or less.

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

Council District – District No. 4
Tax I.D. No. 234-30.00-1.00 and others
911 Address: None Available

ORDINANCE NO. ____

AN ORDINANCE TO MODIFY CONDITION NO. 10(C) IMPOSED ON ORDINANCE NO. 2180 FOR CHANGE OF ZONE NO. 1697, THE APPLICATION OF PENINSULA AT LONG NECK, LLC FOR “THE PENINSULA”, A MR-RPC MEDIUM DENSITY RESIDENTIAL DISTRICT – RESIDENTIAL PLANNED COMMUNITY, TO EXTEND THE TIME TO CONSTRUCT AND OPEN FOR USE THE GOLF CLUBHOUSE FACILITY

WHEREAS, on the 15th day of April 2002, a zoning application, denominated Change of Zone No. 1475, was filed on behalf of Ribera-Odyssey, LLC; and

WHEREAS, on the 22nd day of August 2002, a Public Hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and on the 12th day of September 2002, said Commission recommended that Change of Zone No. 1475 be approved with conditions; and

WHEREAS, on the 10th day of September 2002, a public hearing was held, after notice, before the County Council of Sussex County and the County Council determined, based on the Findings of Fact, that said Change of Zone is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County; and

WHEREAS, on the 19th day of November 2002, the County Council of Sussex County adopted Ordinance No. 1573 for Change of Zone No. 1475, with conditions; and

WHEREAS, on the 12th day of February 2008, an application was filed to modify Condition No. 10 imposed on Ordinance No. 1573 to extend the time to construct and open for use the golf clubhouse and nature center facilities; and

WHEREAS, on the 10th day of July 2008, a Public Hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and on the 20th day of August 2008, said Commission recommended that Change of Zone No. 1657 be denied; and

WHEREAS, on the 29th day of July 2008, the County Council of Sussex County considered a request of Peninsula at Long Neck, LLC to modify Condition No. 10 imposed in Ordinance No. 1573 for Change of Zone No. 1475 and it was determined, based on the Findings of Fact, that Change of Zone No. 1657 is in accordance with the Comprehensive Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of

the present and future inhabitants of Sussex County; and

WHEREAS, on the 7th day of June 2010, a zoning application denominated Change of Zone No. 1697 was filed on behalf of Land Tech Receiver Services, LLC; and

WHEREAS, on the 18th day of November 2010, a Public Hearing was held, after notice, before the Planning and Zoning Commission of Sussex County, and on the 27th day of January 2011, said Commission recommended that Change of Zone No. 1697 be approved, as modified; and

WHEREAS, on the 7th day of December 2010, a Public Hearing was held, after notice, before the County Council of Sussex County, and on the 22nd day of March 2011, the County Council decided, based on the Findings of Fact, that to modify Condition No. 10 imposed on Ordinance No. 1573 for Change of Zone No. 1475, the application of Ribera-Odyssey, LLC, as amended by Ordinance No. 2018 for Change of Zone No. 1697, the application of Peninsula at Long Neck, LLC is in accordance with the Comprehensive Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County; and

WHEREAS, on the 7th day of March 2014, a zoning application, denominated Change of Zone No. 1751 was filed on behalf of Peninsula at Long Neck, LLC; and

WHEREAS, on the ____ day of _____ 2014, a Public Hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and said Commission recommended that Change of Zone No. 1751 be _____; and

WHEREAS, on the ____ day of _____ 2014, a Public Hearing was held, after notice, before the County Council of Sussex County and the County Council has determined, based on the Findings of Fact, that said Change of Zone is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County;

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Condition No. 10(C) be modified to read: “Construction of the Clubhouse shall commence no later than October 1, 2015, with construction to be completed 12 months thereafter. A bond, cash bond or letter of credit shall be provided to Sussex County in the amount of 125 percent of the cost of completion of the Clubhouse within 60 days of the date that the Sussex County Council approves Change of Zone No. 1751.”

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

Council District – District No. 3
Tax I.D. No. 235-23.00-1.00
911 Address: None Available

ORDINANCE NO. ____

AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A CR-1 COMMERCIAL RESIDENTIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN BROADKILL HUNDRED, SUSSEX COUNTY, CONTAINING 114.4821 ACRES, MORE OR LESS

WHEREAS, on the 25th day of March 2014, a zoning application, denominated Change of Zone No. 1752 was filed on behalf of TD Rehoboth, LLC; and

WHEREAS, on the ____ day of _____ 2014, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and said Planning and Zoning Commission recommended that Change of Zone No. 1752 be approved; and

WHEREAS, on the ____ day of _____ 2014, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County has determined, based on the findings of facts, that said change of zone is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County,

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article II, Subsection 115-7, Code of Sussex County, be amended by deleting from the Comprehensive Zoning Map of Sussex County the zoning classification of [AR-1 Agricultural Residential District] and adding in lieu thereof the designation of CR-1 Commercial Residential District as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece or parcel of land lying and being situate in Broadkill Hundred, Sussex County, Delaware, and lying on the northeast side of Route One (Coastal Highway) across from Route 88 (Cave Neck Road) and being more particularly described as attached per legal description prepared by Frederick Ward Associates, said parcel containing 114.4821 acres, more or less.

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



FREDERICK WARD ASSOCIATES



P.O. Box 727, 5 South Main Street
Bel Air, Maryland 21014-0727
410-879-2090
410-893-1243 fax

www.frederickward.com

RECEIVED

MAR 25 2014

August 4, 2008

PLANNING & ZONING
DEPARTMENT

Part of Parcel No. 2-35 23.00 1.00

114.4821 Acre Parcel of Land, Land of Overbrook Acres, LLC, Located on Delaware Route One Opposite Cave Neck Road and Red Fox Lane, Broadkilm Hundred, Sussex County, Delaware

BEGINNING for the same at the beginning of Lot D, No. 3 as shown on a plat recorded in the Orphans Court Docket X, folio 41 and 42 and in the second or North $13^{\circ}07'27''$ East 1072.50 feet course of that tract or parcel of land conveyed by Susabar Limited Partnership to Susabar, LLC by a deed dated March 22, 2002 as recorded in the Office of the Recorder of Deeds of Sussex County in Liber 2689, folio 023. Thence, from the point of beginning, binding reversely on the said second course of the last mentioned deed as shown on a plat entitled "Lands of Joseph R. Hudson" as recorded in the Office of the Recorder of Deeds of Sussex County Plot Book 34, page 289 and binding on the South $12\frac{3}{4}^{\circ}$ West 12 perches line of the said Lot D, No. 3, as now surveyed,

1) South $09^{\circ}50'10''$ West 193.04 feet to a concrete monument heretofore set. Thence, binding reversely on the first or North $48^{\circ}37'33''$ West 771.375 feet line of the conveyance unto Susabar, LLC and on the South $49\frac{1}{4}^{\circ}$ East $46\frac{3}{4}$ perch course of the said Lot D, No. 3,

2) South $51^{\circ}54'50''$ East 771.42 feet to an oblong shaped stone heretofore set lying North $53^{\circ}47'35''$ East 0.80 feet from a 4" by 4" stone heretofore set. Said oblong shaped stone lies in the ninth or South $39^{\circ}14'39''$ West 618.56 feet line of that tract or parcel of land conveyed by Thomas P. Robinson to Thomas P. Robinson and Alice P. Robinson by a deed dated December 11, 1998 as recorded in the Office of the Recorder of Deeds of Sussex County in Liber 2370, folio 283. Thence, binding in part on the said ninth course and in part on the fourth or South $39^{\circ}14'39''$ West 2266.19 feet line of that tract or parcel of land described in the paragraph numbered 3 of the Final Decree in Partition in the matter of Albert F. Peters, Petitioner versus Thomas P. Robinson, Thomas P. Robinson, Jr., and Robert H. Robinson, CM# 1130 G-129 as recorded in the Office of the Recorder of Deeds of Sussex County in Miscellaneous Book 400, folio 318 and on the northwesterly outlines of Parcel C and Parcel B as shown on a plat entitled "Survey Plat, Lands of Thomas Peter Robinson, Robert Houston Robinson and Albert F. Peters (for life)" as recorded in the Office of the Recorder of Deeds of Sussex County in Plot Book 51, Page 315 and on the South $39\frac{1}{4}^{\circ}$ West 206 perches courses of the aforesaid Lot D, No. 3,

3) South $36^{\circ}03'34''$ West, passing over, at 618.37 feet, and iron pipe heretofore set at division line between the said Parcel C and Parcel B and, continuing for a total distance of 2884.64 feet to intersect the northwesterly right of way line of Delaware Route 1, Coastal Highway at a point lying North $36^{\circ}03'34''$ East 544.12 feet from a stone heretofore set at the end of said South $39\frac{1}{4}^{\circ}$ West 206 perches course. Said point also lying North $49^{\circ}51'25''$ West 0.24 feet from an iron pipe heretofore set. Thence, binding on said right of way as conveyed by Fred A. Chappel and Catherine L. Chappel to the State of Delaware by a deed dated April 30, 1958 as recorded in the Office of the Recorder of Deeds of Sussex County in Liber 490, folio 454,

4) North 49°51'25" West 1850.22 feet to a point lying approximately thirteen feet southeasterly of utility pole number 87292. Thence, leaving Delaware Route One and binding on the "Occupation Line" as shown on a plat set entitled "Perimeter Survey, Lands of John David Vincent, Trustee" as recorded in the Office of the Recorder of Deeds of Sussex County in Plot Book 62, Page 192, et seq. (intending to be the division line between the land conveyed by Frederick A. Chappel, Sr. and Frederick A. Chappel, Jr. to Overbrook Acres, LLC by a deed dated July 24, 2002 as recorded in the Office of the Recorder of Deeds of Sussex County in Liber 2732, folio 006 and the land conveyed by Ruth E. Wilkins to Carlton Paynter Warrington Vincent and Lillian Vincent by a deed dated February 5, 1980 as recorded in the Office of the Recorder of Deeds of Sussex County in Liber 994, folio 213,, the four following courses;

- 5) North 34°28'24" East 1927.82 feet,
- 6) North 82°20'20" East 625.33 feet,
- 7) North 78°14'00" East 84.88 feet,
- 8) North 81°11'46" East 752.98 to the point of beginning hereof.

CONTAINING 114.4821 acres (4986840 square feet) of land, more or less.

BEING a part of that tract or parcel of land conveyed by Frederick A. Chappel, Sr. and Frederick A. Chappel, Jr. to Overbrook Acres, LLC by a deed dated July 24, 2002 as recorded in the Office of the Recorder of Deeds of Sussex County in Liber 2732, folio 006.



Council District – District No. 3
Tax I.D. No. 335-8.00-37.00 (Part of)
911 Address: 17028 Cadbury Circle, Lewes, DE 19958 (expansion)

ORDINANCE NO. ____

AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A MR-RPC MEDIUM DENSITY RESIDENTIAL DISTRICT – RESIDENTIAL PLANNED COMMUNITY FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 5.00 ACRES, MORE OR LESS

WHEREAS, on the 31st day of March 2014, a zoning application, denominated Change of Zone No. 1753 was filed on behalf of Cadbury at Lewes, Inc.; and

WHEREAS, on the ____ day of _____ 2014, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and said Planning and Zoning Commission recommended that Change of Zone No. 1753 be approved; and

WHEREAS, on the ____ day of _____ 2014, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County has determined, based on the findings of facts, that said change of zone is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County,

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article II, Subsection 115-7, Code of Sussex County, be amended by deleting from the Comprehensive Zoning Map of Sussex County the zoning classification of [AR-1 Agricultural Residential District] and adding in lieu thereof the designation MR-RPC Medium Density Residential District – Residential Planned Community as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece or parcel of land lying and being situate in Lewes and Rehoboth Hundred, Sussex County, Delaware, and lying northeast of Road 267 (Gills Neck Road) 1,100 feet east of Road 268 (Kings Highway) and being more particularly described as follows:

BEGINNING at a point on the northeasterly right-of-way of Road 267 (Gills Neck Road), a corner for these subject lands and other lands of Cadbury at Lewes, Inc.; thence North 46°00'00" East 1,447.04 feet along other lands of Cadbury at Lewes, Inc. to a point; thence South 42°31'46" East 320.00 feet along other lands of Cadbury at Lewes, Inc. to a point; thence North 47°09'56" East 155.00 feet along Breakwater Development to a point; thence North 40°48'38" West 425.39 feet along the boundary line of the City of Lewes to a point; thence South 46°00'00" West 1660.82 feet across lands of L.W. and J.T. Mitchell Family Limited Partnership to a point on the northeasterly right-of-way of Road 267 (Gills Neck Road); thence easterly approximately 110.00 feet along the northeasterly right-of-way of Road 267 (Gills Neck Road) to the point and place of beginning, said parcel containing 5.00 acres, more or less.

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

PROPOSED

Council District – District No. 5
Tax I.D. No. 533-12.00-77.00 & 76.03
911 Address: 36437 Lighthouse Road, Selbyville, DE 19975

ORDINANCE NO. ____

AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM A B-1 NEIGHBORHOOD BUSINESS DISTRICT TO A CR-1 COMMERCIAL RESIDENTIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 0.52 ACRES, MORE OR LESS

WHEREAS, on the 2nd day of April 2014, a zoning application, denominated Change of Zone No. 1754 was filed on behalf of Bayshore Plaza Associates, LLC; and

WHEREAS, on the ____ day of _____ 2014, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and said Planning and Zoning Commission recommended that Change of Zone No. 1754 be approved; and

WHEREAS, on the ____ day of _____ 2014, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County has determined, based on the findings of facts, that said change of zone is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County,

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article II, Subsection 115-7, Code of Sussex County, be amended by deleting from the Comprehensive Zoning Map of Sussex County the zoning classification of [B-1 Neighborhood Business District] and adding in lieu thereof the designation CR-1 Commercial Residential District as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece or parcel of land lying and being situate in Baltimore Hundred, Sussex County, Delaware, and lying north of Route 54 (Lighthouse Road) 800 feet east of Road 381 (Old Mill Road) and being more particularly described as follows:

BEGINNING at a point on the northerly right-of-way of Route 54 (Lighthouse Road) approximately 800 feet east of Road 381 (Old Mill Bridge Road), said point being a corner of these lands and lands of PGSD, LLC; thence South 58°07'14" west 140.29 feet along the northerly right-of-way of Route 54 to a point; thence by and along lands of PGSD,

LLC the following three (3) courses: North 36°29'44" West 165.29 feet to a point; South 54°17'44" West 140.01 feet to a point; and South 36°33'14" East 155.93 feet to a point on the northerly right-of-way of Route 54, the point and place of beginning, and containing 0.52 acres, more or less, as surveyed by Pennoni Associates, Inc.

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

PROPOSED